Amendment to Jefferson Place House Rules
Approved by the Board of Managers June 2011

Effective immediately, no individual may ride a bicycle, skateboard or rollerblades/skates within the Jefferson parking garage or on the private road known as Jefferson Place (unless using Jefferson Place strictly for transit from the garage to the public street or sidewalk). While in the garage, bikes must be walked by their owners - not ridden down through the garage - and the elevator should be used for transporting the bike from upper levels to the ground level. In addition, children are prohibited from using the Jefferson Place private road as a recreational area for riding bicycles, tricycles, skateboards, rollerblades/skates, wagons or use of other play equipment (including sports equipment such as balls or frisbees).

Revised 4/11 final



Date:

April 14, 2008

Subject:

Changes to Jefferson Place Rules and Regulations

The Board of Managers has approved the following rules and regulations **EFFECTIVE IMMEDIATELY**. The new rules outlined below will supersede any previous applicable rules. However, all other rules and regulations will remain in effect. If you need a copy of these rules, please consult the Building Link Library or Carol Diehei(carol@garthchesterrealty.com or 914-725-3600).

#### COMMON AREAS

- 1. UNAPPROVED HANDBILLS, ANNOUNCEMENTS OR OTHER UNSOLICITED MARKETING MATERIALS (INCLUDING MENUS) MAY NOT BE DISTRIBUTED TO RESIDENTS DOOR-TO-DOOR, AND MAY NOT BE POSTED OR LEFT FOR DISTRIBUTION IN COMMON AREAS INCLUDING ALL LOBBIES, VESTIBULES AND ELEVATORS. Residents may be permitted to post commercial marketing items on the Bulletin Board of BuildingLink.
- 2. EFFECTIVE IMMEDIATELY, THE USE OF CANDLES, INCENSE OR OTHER TYPES OF OPEN FLAMES IS PROHIBITED IN ALL COMMON AREAS, INCLUDING THE CLUB ROOM AND MEDIA ROOM. The only exception to this restriction is the use of gel fuel devices used for heating serving dishes in the Club Room, as discussed below.

#### CLUB ROOM

1. Sterno-type gel chafing fuel may be used in the Club Room to keep food warm, but only in conjunction with chafing dishes designed for this purpose. Chafing dishes and fuel must be used in strict accordance with their manufacturer's safety guidelines and usage instructions. The fuel must be extinguished and safely removed from the Club Room immediately after use and either resealed or properly disposed of.

COOKING DEVICES (I.E., HOT PLATES OR CROCKPOTS), WARMING DEVICES AND HOT SERVING DISHES <u>MAY ONLY BE PLACED ON THE CLUB ROOM KITCHEN COUNTERTOPS.</u> A TRIVET OR OVEN MITT MUST BE USED TO PROTECT THE SURFACE.

- 2. A pool table cover is available for any Resident renting the Club Room who wishes to use the pool table as an additional serving area. The Resident must request the pool table cover AT LEAST 24 HRS PRIOR TO THE EVENT and must provide a tablecloth to cover it for the duration of the event. No hot items may be placed on the pool table cover.
- 3. THE BOARD OF MANAGERS RESERVES THE RIGHT TO LIMIT/PREVENT USAGE OF THE CLUB ROOM AND MEDIA ROOM ON THE FOLLOWING HOLIDAYS:

New Years Eve, New Years Day, St. Patrick's Day, St. Patrick's Day recognized by the City of White Plains, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, Christmas and the Super Bowl

However, on a case-by-case basis prior to these holidays, the Board will have the right to determine whether to:

- 1) Reserve the room(s) for a community event;
- 2) Close the room(s) to all residents; or
- 3) Permit the room(s) to be reserved subject to a lottery among interested residents. Lottery dates and procedures will be announced via BuildingLink and a posting at the front desk.

# VISITOR PARKING

1. EFFECTIVE IMMEDIATELY, THERE WILL BE A \$15 CHARGE PER DAY FOR FAILURE TO RETURN A VISITOR PARKING CARD. Cards must be returned on the check-out date by 10am to the concierge desk. If a card is not returned within three days the Resident will be charged a \$50 lost card fee. On the third occasion that a visitor fails to return a visitor parking card on time during a three month period, the responsible resident will lose visitor parking privileges for the following calendar month.

For example, if a visitor fails to return the parking card promptly by 10am on a Monday morning check-out date, the responsible resident will be fined \$15 and the access card will be de-activated. If the card is returned on Tuesday, the resident will be charged \$30. If the card is returned on Wednesday, the resident will be charged \$45. If the visitor returns the card after Thursday or fails to return the card at all, the resident will be charged \$50.

2. ON THE THIRD OCCASION THAT A VISITOR FAILS TO RETURN A VISITOR PARKING CARD ON TIME DURING A THREE MONTH PERIOD, THE RESPONSIBLE RESIDENT WILL LOSE VISITOR PARKING PRIVILEGES FOR THE FOLLOWING CALENDAR MONTH.

For example, a resident has had two visitors in a three-month period that have failed to return their visitor cards on time and as a result the resident has incurred fines on two separate occasions. If, during this three-month period, the resident receives another visitor who also fails to return the parking card by 10am on the check out date, the responsible resident will be charged the \$15 per day fine up to a maximum of \$50 AND the resident will lose visitor parking privileges for the following calendar month.

# SCHEDULE OF FINES

CONSISTENT WITH ITS AUTHORITY AS GRANTED IN THE JEFFERSON PLACE OFFERING PLAN AND BY-LAWS, THE BOARD OF MANAGERS HAS RELEASED THE FOLLOWING SCHEDULE OF FINES:

- 1. Rule Violations: Any violations of the duly enacted and effective Rules and Regulations of the Jefferson Place Condominiums may be considered finable offenses if so determined by the Management and/or Board of Managers.
- 2. Safety Violations: Other actions, though not specifically prohibited by the Rules and Regulations, may still be considered finable offenses if such actions endanger the safety or wellbeing of Jefferson Place's residents, guests or staff.
- 3. Fines are to be considered as Common Charges, and as such will be posted on the soonest possible monthly bill following the fineable offense. Owners will be held responsible for violations committed by their guests or tenants.
- The schedule of fines is as follows: \$50 for the first infraction, \$100 for a second infraction in a twelve-month period, \$250 for a third infraction in a twelve-month period. These fines do not include the costs of any required repairs, cleaning or other necessary expenses required as a result of the fineable offense, which shall also be paid by the Resident.



# PARKING RULES AND REGULATIONS

The Board of Managers of the Residences at Jefferson Place has approved the following rules and regulations for resident and visitor parking EFFECTIVE APRIL 1, 2007.

#### 1. RESIDENT PARKING

# 1A. Resident Parking Medallions

Four (4) classes of colored parking "medallions" (removable hanging tags) will be issued to residents and employees for parking in RESIDENTIAL parking spaces as follows:

YELLOW: Residents with reserved numbered parking

GREEN: 31 Greenridge Avenue residents without reserved numbered parking

RED: Other residents without reserved numbered parking BLUE: Employees of the condominium (Roof Parking ONLY)

#### YELLOW Medallions

YELLOW medallions will be issued to residents who have been assigned reserved numbered spaces. Residents displaying these medallions will be required to park in their reserved spaces. Residents of 31 Greenridge Avenue who have assigned numbered spaces will be issued YELLOW medallions. Those 31 Greenridge Avenue residents who display the YELLOW medallion must park in their reserved numbered space and will not be permitted to park in 31 Greenridge Avenue (GREEN medallion) parking.

# **GREEN Medallions**

GREEN medallions will be issued to residents of 31 Greenridge who do not have reserved numbered parking. These residents will be required to park in the spaces designated "Reserved for Low Rise" and at this time may not park in any other unreserved resident parking.

#### RED Medallions

RED medallions will be issued to all other residents other than those mentioned above. These residents will be required to park in unmarked, unreserved resident parking spaces in the garage. Vehicles displaying the RED medallion will not be allowed to park in a reserved numbered space or in spaces designated "Reserved for Low Rise."

#### **BLUE Medallions**

BLUE medallions will be issued to employees of the condominium. Vehicles displaying this medallion should park on the roof in unreserved resident parking. Employees should not park in designated visitor parking or in spaces designated "Reserved for Low Rise."

A unit owner may permit the use of the medallion by another resident pursuant to a sub-license agreement provided by the condominium. The owner's sub-licensee shall observe and abide by the parking rules and regulations of the condominium. A unit owner must retrieve the medallion from the sub-licensee upon termination of the sub-license.

#### 1B. Parking Locations

Vehicles must park in parking spaces as designated by the color of medallion displayed in the vehicle. Parking must be between the lines.

#### For example:

A vehicle displaying a YELLOW medallion must park in their assigned numbered space. If the resident also owns a license to park in an unreserved space, they must display the appropriate medallion to park in the unreserved space (i.e. they must display a GREEN medallion to park in the spaces reserved for residents of 31 Greenridge Avenue or a RED medallion to park in other unreserved spaces).

A resident of 31 Greenridge Avenue who has assigned numbered parking will be given a YELLOW medallion and must park in their assigned numbered space. This resident will not be permitted to park in the low-rise reserved parking spaces unless they also possess a GREEN medallion.

A resident of 300 Mamaroneck who does not have assigned parking will be given a RED medallion. This resident will not be permitted to park in a reserved numbered space or a low-rise reserved space.

Handicap parking for residents is available in the garage and also on designated spaces on Jefferson Place (with the exception of one handicap space reserved for commercial use). These spaces are only for vehicles with appropriate government issued identification. Violations involving these spaces will receive the strictest level of enforcement.

#### 1C. Fobs, Garage Access Cards and Parking Medallions

Each unit owner will receive one (1) garage access card per parking license. Any resident wishing to gain entrance to the garage without the use of a garage access card must report to the concierge to sign the resident entry form. At that time, they must show their driver's license and parking medallion at the front desk in order to be granted access to the garage.

Fobs, garage access cards and parking medallions are the property of the Residences at Jefferson Place Condominium and must be surrendered upon request. Unit owners must return all issued fobs, access cards and parking medallions to the managing agent no later than the day of closing. Unit owners with sub-licensees must retrieve all fobs, access cards and parking medallions from their sub-licensees upon termination of the lease.

Lost fobs, garage access cards and parking medallions will cost \$50 to replace. Upon replacement, the previously issued fob, garage access card and parking medallion number will be invalidated. Any parking medallion number reported as lost or stolen but later found displayed in a vehicle will result in immediate towing.

# 1D. Monthly Charges

Monthly charges for parking spaces shall be set by the Board of Managers.

#### 2. VISITOR PARKING

All visitors wishing to park their vehicles in designated visitor parking spaces on the roof of the garage at Jefferson Place will be required to obtain a visitor pass prior to entry. In order for the visitor to gain entrance, the resident must be home to accept the guest or written instructions must be left with the concierge to allow the guest access to the garage. The visitor pass will be valid up to 48 hours, and any request for a pass valid longer than 48 hours must be approved by Garthchester Management. No unit may have more than two (2) visitors parking at any one time. Residents should make an effort to inform their guests about visitor procedures for parking in the garage ahead of their arrival. Please note that handicapped visitors are invited to park in designated handicap spaces on Jefferson Place.

The following information must be provided at the time of the visitor's check-in with the concierge and should be recorded in the Visitor's Log. The concierge on duty should initial the Log.

- 1. Date and Time
- 2. Name and Unit number being visited (concierge must call resident if there are no instructions to permit access)
- 3. Contact number for the guest (preferably cell phone)
- 4. Make and model of vehicle
- 5. License plate number

Upon providing this information, the concierge will issue a Visitor Pass and will write the following information on the pass in a distinctive colored marker:

- 1. Unit number being visited
- 2. Date
- 3. Time In
- 4. Expiration (48 hours later)

The concierge will inform the visitor of the following:

- 1. The pass MUST be displayed at all times on the dashboard of their car;
- 2. Visitor parking is in designated spaces on the roof ONLY. However handicapped visitors are invited to park in designated handicap spaces on Jefferson Place;
- 3. The expiration date of the permit;
- 4. Failure to heed these regulations will result in booting or towing of the vehicle at the sole expense of the vehicle owner.

# 3. RESIDENT AND GUEST SAFETY

Residents are asked to observe the following regulations at all times:

- 1. Maintain vehicle speed at 10 mph or less
- 2. Always yield to pedestrians
- 3. Turn on headlights when driving in the garage
- 4. Parking must be between the lines, only one space per car. The striped areas associated with handicap parking should not be blocked.

The Association is not liable for any damage or theft to any vehicles parked on the property.

#### 4. JEFFERSON PLACE COMMERCIAL SPACES

The spaces on Jefferson Place, in accordance with the offering plan, are expressly reserved for commercial unit owners and their patrons. However, the handicap spaces, with the exception of one handicap space reserved for commercial use, may be used by eligible residents or visitors. All commercial spaces, except handicap spaces, must be vacant between 1:00AM and 7:00AM each day.

# 5. NO PARKING AREAS ON JEFFERSON PLACE

Certain areas on Jefferson Place are critical to service and emergency vehicles. Violations in the following "no parking" areas will be enforced aggressively:

- The area near the garbage bins adjacent to the garage entrance;
- The area in front of the receiving and compactor area, except for deliveries and service vehicles that are scheduled through the Concierge or staff;
- The concrete pedestrian walk between the mid-rise (300 Mamaroneck) entrance and the garage entrance and the areas on each side of the walk.

Tampering, relocating or damaging any parking sign or barrier installed by Management is expressly prohibited.

# 6. <u>DELIVERIES AND CONTRACTORS</u>

Short term parking for resident deliveries and contractors should be coordinated with the Concierge.

#### 7. PARKING VIOLATIONS AND TOWING

All vehicles parked in the garage at Jefferson Place must display either a Parking Medallion or Visitor Pass at all times. Failure to display either a Parking Medallion or Visitor Pass will result in enforcement action as determined by the Board. The Concierge will participate in parking enforcement subject to the creation of enforcement policies and procedures by the Board of Managers.

An independent contractor has been hired to tow or boot cars that violate these policies. Any costs incurred to tow or boot a vehicle will be the sole responsibility of the vehicle owner. The Association does not bear responsibility for damage or theft to your vehicle incurred through the enforcement of these policies.

# 8. CONTACT INFORMATION

Resident questions and concerns about parking violations should be directed to the managing agent. Urgent parking situations should be directed to the Concierge. Any medical or criminal emergency should be phoned to the "911" emergency system.

Concierge

For URGENT violations and questions such as handicap space violations, reserved space violations, vehicles parked unsafely, vehicles using multiple spaces, etc. please contact the Concierge in person or by phone at (914) 428-0827.

Garthchester Realty (Managing Agent)

Forward any non-urgent questions, complaints or suggestions about parking to Carol Dreher at (914) 725-3600 x113 or carol@garthchesterrealty.com.



The Following Rules and Regulations were approved by the Board of Managers and are EFFECTIVE MAY 1, 2007.

# Rules and Regulations for the Club Room

All Club Room reservations must be approved by building management. Reservations can be made up to 1 month in advance and are limited to 6 hours maximum. Each Unit can reserve the Club Room up to 6 times a year maximum. All Units must sign the waiver form before being allowed to reserve the Club Room

The Club Room will be open/unreserved to all residents on the following Nationally Recognized Holidays and Sporting Events: New Years Eve, New Years Day, St. Patrick's Day, St. Patrick's Day recognized by the City of White Plains, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas and the Super Bowl.<sup>3</sup>

Due to fire code, under no circumstances can more than 49 people be in the Club Room at one time. At any time, the building management can close down an event due to excessive noise, improper conduct, and/or overcrowding. Club Room doors must remain closed at all times during an event. The pool table can only be used to play pool. At no time and under no circumstances can food, beverages, or any other items be placed on top the pool table.

In order to reserve the Club Room a \$250 Deposit Check (cash and credit cards will not be accepted) must be given to the concierge 48 hours prior to reservation start time. <sup>4</sup> Deposits will be held in a locked box at the concierge. At the end of each event, it is the Unit Owner's sole responsibility to go to the concierge desk and ask for a member of the building staff to inspect the Club Room. Deposits will be available for pick up at the concierge desk two business days after the event. If there is damage and/or there is additional clean up by the staff the deposit will be used to restore the Club Room to its original state. In addition, if the damage and/or additional clean up exceeds the \$250 Deposit, the remaining expense will be added to the Unit's common charges. If the deposit check has to be used and the check is canceled or bounces, the Unit will lose Club Room reservation privileges up to 1 year (at the discretion of the Board).

- 1. Definition of 1 month: Same exact date one month in the future. (For example: A resident can reserve the media room on January 1 for any date up to February 1).
- 2. Usage maximum does not apply to Board members and building staff who use the room for Building and Board related meetings.
- 3. The Board reserves the right to change the list of unreserved Holidays at any time.
- \$250 Deposits do not apply to Board members and building staff who use the room for Building and Board related meetings

# Rules and Regulations for the Media Room

All Media Room reservations must be approved by building management. Reservations can be made up to 1 month in advance and are limited to 6 hour maximum. Each Unit can reserve the Media Room up to 6 times a year maximum. A Unit cannot reserve both the Club Room and Media Room at the same time. All Units must sign the waiver form before being allowed to reserve the Media Room

Due to fire code, under no circumstances can more than 40 people be in the Media Room at one time. At any time, the building management can close down an event due to excessive noise, improper conduct, and/or overcrowding. Media Room doors must remain closed at all times during an event

The Media Room will be open/unreserved to all residents on the following Nationally Recognized Holidays and Sporting Events: New Years Eve, New Years Day, St. Patrick's Day, St. Patrick's Day recognized by the City of White Plains, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas Eve, and Christmas and the Super Bowl.<sup>3</sup>

- 1. Definition of 1 month: Same exact date one month in the future. (For example: A resident can reserve the media room on January 1 for any date up to February 1).
- Usage maximum does not apply to Board members and building staff who use the room for Building and Board related
  meetings
- 3. The Board reserves the right to change the list of unreserved Holidays at any time.

# Rules and Regulations for Pets

Pets are not allowed in the Fitness center, Media Room, Club Room, Business Center, Conference Room, or the space formally occupied by the Sales Office unless the pet is a service animal used by a person with a disability.

# SCHEDULE A RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

- 1 The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Section Units.
- No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the exterior window sills of the Residential Section.
- Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.
- 4 No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Section Unit Owner in any manner.
- Elements appurtenant thereto (including the surface of any Terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Residential Board.
- No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, which approval shall not be unreasonably withheld or delayed.
- No radio, television aerial, satellite or similar device shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval.
- No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.
- 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 in such Residential Unit Owner's Unit.
- No bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned

vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

- No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Commercial Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a stereo or radio or television set or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Buildings, unless the same shall have the prior written consent of the Residential Board. No construction or 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 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.
- No more than (2) pets shall be permitted, kept or harbored in a Residential Unit and no dog weighing over 60 pounds without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board or such managing agent in their sole discretion, at any time. Dogs may not be walked on the Property and all Residential Unit Owners must clean-up after their pets. In no event shall any bird, reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Buildings. Each Residential Unit Owner who keeps any type of pet in his Residential Unit shall be required to indemnify and hold harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.
- All service and delivery persons will be required to use the service entrance. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by buildings personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with buildings personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.
- Water-closets and other water apparatus in the Residential Section and in any Common Area shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article 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 Unit.

- No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Buildings on any private business.
- The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior written 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 manner so as not to unreasonably interfere with the use of such Residential Section Unit for its permitted purposes.
- 17 Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.
- The Residential Board or the managing agent of the Residential Section may retain a passkey to each Residential Unit that has locks. If any lock is altered or a new lock is installed, the Residential Board or the managing agent of the Residential Section 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 Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property) and the Resident shall reimburse the Condominium for the cost of obtaining access.
- No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Buildings by another vehicle.

- 20 Complaints regarding the services of the Residential Section shall be made in writing to the Residential Board or to the managing agent of the Residential Section.
- Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board, at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board, be conditional in nature.
- Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) deposit all bundles of waste into the hopper; (e) comply with all recycling laws and rules and (f) refrain from depositing waste of an explosive nature therein.
- Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Buildings.

- Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.
- No Residential Unit Owner or any of his agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.
- If any key or keys are entrusted by a Residential Unit Owner or by any member of his family or by his agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Residential Board nor the managing agent of the Residential Section shall (except as provided in paragraph 18 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
- Nothing shall be done or kept in any Residential Unit or in the General or Limited Common Elements which will increase the rate of insurance of the Buildings or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in his Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Buildings or which would be in violation of any law. No waste shall be committed in the General or Limited Common Elements.
- The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.
- No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of the Residential Board or the managing agent of the Residential Section. Broker open houses may be held subject to the Board limiting the day and time of such events.
- In the event that any Residential Unit is used for home occupation purposes which are permitted by law and the by-laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.
- Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms and closets) must be covered with rugs, carpeting or equally effective noise-reducing material.
- The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

- No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces and Balconies other than furniture of the kind usually maintained in outdoor areas. All personal property, furnishings, equipment and furniture left on the Terraces, Balconies or the Roof of the Buildings shall be anchored. No plantings, structures or installations may be placed on the Terraces or Balconies without the prior written approval of the Residential Board.
- No children may be left unattended in any Common Area of the Buildings. Any children under the age of fourteen (14) must be accompanied by an adult in the Fitness Center.