

PENNYBRIDGE MANOR

RULES AND REGULATIONS

Effective as of August, 2008

These Rules and Regulations supersede all prior Rules and Regulations

RULES AND REGULATIONS

These Rules and Regulations are promulgated by the Board of Managers pursuant to Article VI, Section 17 of the By-Laws. The purpose of the Rules and Regulations is to provide for a uniform set of rules governing the communal conduct of the unit holders of Pennybridge Manor.

DEFINITIONS The following definitions shall apply in the Rules and Regulations:

“By-Laws” shall mean the By-Laws of the Legend of Irvington Condominium (now know as Pennybridge Manor), as in effect from time to time.

“Board” shall mean the Board of Managers of Pennybridge Manor.

“Common Elements” shall mean all parts of the property other than the units themselves, including the land upon which the Units are built, the lawns, front stairs, walks and the exterior walls and roofs and recreational facilities. Unit Owners have a right to the use and enjoyment of the common elements jointly with all other Unit Owners.

“Limited Common Elements” shall mean Common Elements such as front stoops and steps, terraces, balconies, garages and driveways, which are for the exclusive use of the Unit Owner to which they are assigned or whose Unit has direct access thereto.

“Managing Agent” shall mean Garthchester Realty, or such other managing agent as shall be hired by the Board of managers from time to time.

“Pennybridge Manor” shall mean the Property (as defined in the By-Laws).

“Rules and Regulations” shall mean these Pennybridge Manor Rules and Regulations, as amended from time to time.

“Unit Owner” shall mean the legal owner(s) of a Unit and, to the extent necessary to give effect to these Rules and Regulations, any other persons than are resident in a Unit and guests of a unit owner or resident.

All capitalized terms not otherwise defined herein shall have the meaning given such terms by the By-Laws.

ARTICLE I

UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

USE OF UNITS AND ELEMENTS: Pennybridge Manor is a residential community constituting a condominium under New York State law. As a result the rights and powers of Units Owners are circumscribed for the good of the condominium, unlike ownership of a single family home.

1. **Use of Units.** The Units shall be used for residences only, except that they may be used as professional offices by a resident thereof; provided such professional use does not violate zoning regulations, does not employ more than one full-time, or equivalent, employee (other than the Unit Owner) on the premises; and provided, further, that the prior written consent of the Board of Managers to such professional use is obtained. Except to the extent permitted or otherwise authorized herein or in the By-Laws, no industry, business trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Property.
2. **Use of Common Elements.** In compliance with New York State law, each Unit Owner may use the Common Elements in accordance with the purpose for which they are intended without hindering the exercise of the right of other Unit Owners to use the Common Elements for the purpose for which they are intended. Except as otherwise provided herein, Common Elements may not be used for any other purpose unless written permission is first obtained from the Board of Managers. No furniture or other objects may be placed in or on Common Elements
3. **Use of Limited Common Elements.** Limited Common Elements are for the exclusive use of the Unit Owners with which a Limited Common Element is associated. No person may make use, or impair the use, of a Unit Owner's Limited Common Elements without permission of the Unit Owner.
4. **Impairment of Structural Integrity.** Nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which will impair the structural integrity thereof.
5. **Exterior Alterations.** Alterations to building exteriors of any kind are not permitted unless written permission is first obtained from the Board of Managers.
6. **Material Renovations and Structural Changes.** Material renovations or structural changes of any kind to the interior of a Unit require the prior written permission of the Board of Managers.

7. **Preservation of Unit.** Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.
8. **No Alteration or Construction.** Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the Board of Managers.
9. **No Obstruction or Storage.** There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Board of Managers.
10. **Road.** The purpose of the road through Pennybridge Manor is to provide ingress to and egress from Pennybridge Manor for vehicular and pedestrian traffic.
11. **Entry to Units.** The agent of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or Unit at any reasonable hour of the day for the purpose of abating a dangerous condition or for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures that may be necessary to control or exterminate any such vermin, insects or other pests. Each Unit Owner has a duty to promptly notify the Managing Agent of the presence of any vermin, insects or other pests.
12. **Recreational Equipment.** Except as otherwise provided herein and **other than on the roadway,** toys, sports and athletic equipment, including scooters and skateboards, and other recreational equipment are permitted on Common Elements, and Limited Common Elements (but only with the express permission of the Unit Owner with whom a Limited Common Element is associated). Recreational items (i) must be removed from Common Elements and Limited Common Elements overnight and when they are not in use, (ii) must not interfere with the gardener's care of the law and (iii) if in the driveway, may not necessitate either street parking of cars, or cars parked in the driveway to extend into the road, or otherwise cause an unsafe condition.

Bicycles can be utilized on the roadway. Residents should be cognizant of those time frames of high traffic volume (rush hour) as well as the danger presented by sun glare, which may at certain times of the year, occur during heavier Motor Vehicle flow. Use of bicycles on the road should be conducted in a safe manner and under appropriate supervision. Riders should not speed, swerve from side to side or ride in a negligent or reckless manner. Bicycles are not to be ridden across front lawns. In addition,

bicycles should clear the roadway upon the approach of a motor vehicle.

PRESENTATION OF PROPERTY: Uniform appearance of Unit exteriors and grounds are required in order to preserve aesthetics and enhance property values.

13. **Uniformity.** Nothing shall be done to any Unit or in, on or to the Common Elements or Limited Common Elements which will impair the uniform appearance of Pennybridge Manor.
14. **Signs.** No signs of any kind shall be permitted on any part of the Property or on any Unit without the prior written permission of the Board of Managers or the managing agent.
15. **Radio, Television and Other Electrical Equipment.** All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and any public authorities having jurisdiction. The Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit. No radio or television aerial or satellite dish or other similar device shall be erected on the roof or exterior walls of any building on the property, without obtaining in each instance written consent of the Board of Managers, which consent shall not be unreasonably withheld.
16. **Firewood.** Firewood and similar materials must be stored in the rear of the premises. For only those Units that do not have access to a patio, a "wood holder" holding no more than $\frac{1}{4}$ of a cord of wood generally placed next to the front door of the premises will be accepted. The Managing Agent has the right to specify the exact location or to require relocation where designated.
17. **No Laundry, Debris, etc.** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a Unit or exposed on any part of the Common Elements; nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials, and a Unit Owner shall not sweep or throw, or permit to be swept or thrown, any dirt or other substance from a Unit, Limited common Element or Common Element.
18. **Decorations, etc.** Except pursuant to written guidelines promulgated by, or by written consent of, the Board of Managers, no terraces, staircases or

balconies shall be decorated, enclosed or covered by any awning or otherwise altered.

19. **Doors and Windows.** Windows and exterior doors, including, screens, and storm, garage, entry, or sliding doors shall be only of the type as permitted by the prior written approval of the Board of Managers.
20. **Windows.** Window tinting, window mounted air conditioners or fans, signs and awnings are prohibited.
21. **House Numbers.** Only uniform house numbers supplied by the Board of Managers shall be used on the exterior of the dwelling Units.
22. **Outdoor Furniture.** Outdoor furniture, children's portable plastic pools, play houses and similar items, may only be placed on rear-facing Limited Common Elements such as balconies and patios. Driveways and walkways to Units shall not be used for children's portable plastic pools, play houses, outdoor furniture or similar items.
23. **Storage.** There shall be no storage of baby carriages, athletic equipment, bicycles, or any other items on Limited Common Elements. Items which do not fit in the garage or indoors for overnight storage are not permitted.

QUIET ENJOYMENT: The quiet enjoyment of a Unit Owner's property may not be impaired.

24. **Noxious or Offensive Activities.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
25. **Noise.** Noise shall be kept to reasonable levels so as not to impact on the quiet enjoyment of the property by others.
26. **Waste.** No waste or refuse shall be deposited in the Common Elements or Limited Common Elements. All waste and refuse shall be divided into categories and disposed of in containers as required by the Village of Irvington and the Board of Managers. No food waste shall be left outside of a storage container. No refuse may be placed in a non-recycling storage container if it prevents the container from closing properly.

SAFETY AND RISK. Unit Owners may not engage in any behavior or take any actions that increase the risk of any person incurring any damages or harm to any person present in Pennybridge Manor at anytime or could otherwise result in any liability to another resident.

27. **Activities that Increase Risk.** Nothing shall be done or kept in any Unit or the Common Elements or Limited Common Elements which is likely to increase the rate of insurance of any of the buildings, or contents thereof. Climbing on or over fences on the property is strictly prohibited. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which is likely to result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.
28. **Flammable, etc. Substances.** Except for barbecues, which are operated by propane gas, no Unit Owner or occupant or any of his agents, servants, employees, licensee or visitors shall at any time bring into or keep in his Unit, garage, terrace or balcony any flammable combustible or explosive fluid, material, chemical or substance.
29. **Supervision.** Parents and legal guardians are solely responsible for the behavior of minors on the premises and shall ensure that these Rules and Regulations are observed by the minors for which they are responsible.
30. **Keys to Units, etc.** If any key or keys are entrusted by a Unit Owner or occupant or by his agent, servant, employees, licensees or visitor to any employee of the Board of Managers, whether for such 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 or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
31. **No Liability.** The Board of Managers will not be liable for any damage or injury resulting, directly or indirectly, from the failure of any person to follow these Rules and Regulations or for injuries resulting from playing or engaging in athletic activities anywhere on the property.

ARTICLE II

VEHICLES AND PARKING

The purpose of the road through Pennybridge Manor is to provide ingress to and egress from Pennybridge Manor for vehicular and pedestrian traffic. Driving on a narrow two-way road in a residential area with no sidewalks requires strict adherence to the Rules and Regulations, particularly relating to speed limits and street parking in order to minimize the creation hazardous situations.

1. **Registration and Insurance.** All vehicles on the premises, including those belonging to Unit Owners must be validly registered and insured. All vehicles on the premises belonging to Unit Owners or occupants must be registered with the Managing Agent. All vehicles parked on the premises must display a current Pennybridge Manor resident parking sticker or guest parking pass.
2. **No Commercial Vehicles.** No commercial vehicles may be parked on the premises, except while occupants are making deliveries or performing services for Unit Owners. Trucks, trailers or boats may not be parked without the permission of the Board of Managers...
3. **Speed Limit.** Posted speed limits and traffic signs must be observed.
4. **Two Car Limit.** A Unit owner may park a maximum of two cars on the premises. A Unit Owner parking more than two cars shall be required to pay additional monthly common charges of no less than \$100.00 in respect of additional uses of the Common Elements.
5. **Street Parking Prohibited.** Street parking by Unit Owners and guests is prohibited. Limited street parking is only permitted when there are no available parking spaces in any parking lot area. It is the responsibility of Unit Owners to reasonably monitor the availability of parking lot spaces and relocate street parked vehicles as soon as possible. Picking up and dropping off or short stays of less than 15 minutes are also permitted. However, to the extent that cars do park on the road for 15 minutes, the hazard lights should be turned on, so that it is understood that the vehicle will be moving shortly. There is absolutely no street parking (i) overnight or (ii) in areas where such parking increases the risk of accident or impairs the use of Limited Common Elements (without permission), including without limitation: (A) within 30 feet of another street parked car that is parked on the opposite side of the street; (B) in a location that blocks a driveway or parking area; and (C) on the three largest curves on Sunnyside Place (i.e., before and after the first speed bump, and after the first garbage area encountered on entering Pennybridge Manor and by the circular loop near the pool area).
6. **Perpendicular Parking Only.** Vehicles may only be parked in garages, driveways or parking lots. All parking must be perpendicular to the garage door or the long side of the parking area.

7. No Onsite Repairs. No repair of vehicles, other than changing flat tires or jump starting batteries, is permitted on the premises (including the changing of motor oil).
8. No Vehicle Storage. Unit Owners may not store vehicles on the premises.

ARTICLE III

PETS

1. **No Commercial Use.** No reptiles or animals of any kind shall be raised, bred or kept in any unit or in the common elements or limited common elements for commercial purposes. Dogs, cats, or other common household pets, not to exceed two (2) per unit, may be kept in units provided that they are not kept, bred or maintained for any commercial purposes.
2. **Nuisance.** Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three (3) days written notice from the Board of Managers.
3. **Danger.** Pets posing a danger to humans or other pets shall be permanently removed from the property immediately upon written notice from the Board of Managers.
4. **Leash.** In no event shall any dog be permitted in any portion of the Common Elements or publicly accessible Limited Common Elements unless carried or on a leash.
5. **Clean Up.** Any excrement must be picked up and properly disposed of by the person walking the dog. Under no circumstances, should dogs be walked on front lawns.
6. **Landscaping Damage.** Any damage to landscaping by a dog or cat will be the responsibility of the pet owner.
7. **Feeding Animals.** Feeding animals on or in the Common Elements or public Limited Common Elements is strictly prohibited.

ARTICLE IV

LANDSCAPING

1. **Only Approved Plantings.** The planting of permanent shrubs or trees require the prior approval of the Board of Managers. Plans must indicate the type of planting and the location, in a written request. Please contact the Managing Agent.
2. **Flowers Only in Approved Areas.** All flower plantings or bulbs are to be planted only on individual premises in areas that have been designated for plantings (i.e., areas around shrubs or trees where soil has been prepared by the professional grounds-company). Grass or turf may not be removed to accommodate bulbs or flowering plants without a written request to the Board of Managers, including design, location and the type of plantings. Please contact the Managing Agent.
3. **Walkway Plantings.** Walkway plantings will be considered upon approval of a written plan submitted to the Board of managers specifying location, design and type of plantings to be used. All plantings in the front of the premises must be low growing.
4. **Airing Plants.** Indoor plants must be “aired” in the rear of the premises.
5. **No Removal.** Rocks, flowers, grass and other plantings are not to be removed.
6. **New Lawns.** No persons or pets are permitted on newly planted lawns.
7. **Lawn Watering Hours.** Lawn watering by residents is restricted to one hour per day before 10 a.m. and after 4 p.m.

ARTICLE V

THE POOL AND PICNIC AREA

1. **Sign-In.** Everyone must sign in the registration book when entering the pool area.
2. **No Lifeguard.** If you choose to use the pool when a lifeguard is not on duty, it is required that 1 adult be present for every child under the age of 12. An adult is defined as a person 18 years of age or over. Please be advised that if you use the pool without a lifeguard being present, you do so at your own risk.
3. **Playing.** Running, ball playing, bicycles; radios without headphones and pets are not permitted within the pool and picnic areas.
4. **Children under 12.** Children under the age of 12 must be under the direct supervision of and accompanied by a parent or other adult who is completely responsible for their safety and conduct in the pool at all times. Please note that at no time will the lifeguard be responsible for the babysitting of children.
5. **Lifeguard; Pool Rules.** All persons must at the pool and in the picnic area must follow directions of the Lifeguard. No objects are permitted in the pool without permission of the lifeguards. The pool will be closed when, in the judgment of the lifeguard, the weather presents a threat to safety. Restrictions and regulations set forth on the posted signs at the pool and picnic areas shall be in effect at all times.
6. **Guests.** Guests are limited to 4 per unit, and must be accompanied by a resident who will remain with his guests at all times.
7. **No Reserved Seating.** Lounges and chairs may not be reserved at any time and may not be removed from the pool area.
8. **No Food Pool Area.** Food is only permitted in the picnic area, not the pool area. Glass and other breakable items are not permitted in the pool or picnic area.
9. **Attire.** Proper swimming attire is required at all times.
10. **Diapers.** Children wearing diapers must also wear rubber pants. Diaper changing is only permitted in the restrooms.
11. **Refuse Disposal.** All refuse must be disposed of in the proper containers.
12. **Showers.** Showers are required of persons before using the pool.
13. **No Smoking.** Smoking is not permitted in or near the pool and picnic areas. Cigarette butts must be disposed of in a proper fashion.
14. **Pool Hours.** Owners will be notified of pool hours prior to the beginning of the pool season each year.
15. **Parties.** All pool parties must have the advance permission of the Board of Managers Please contact the Managing Agent.
16. **Locking Up.** If you are the last person to leave the pool please be sure to lock the gate. If you do not have the combination to the lock please contact the Managing Agent. We ask that you be discreet with this information for the safety and well being of all homeowners.

ARTICLE VI

INFRACTIONS OF RULES BY UNIT OWNERS, TENANTS AND GUESTS

1. **Unit Owner Liability.** A Unit Owner shall be liable for any costs or damage arising out of the Unit Owner's failure to comply with the Rules and Regulations. The Board of Managers may file lawsuits and liens to recover any unpaid common charges and assessments.
2. **Warnings.** These Rules and Regulations will be delivered to all Unit Owners, who shall then be deemed to be duly on notice thereof. Thereafter, no warning of a violation or infraction of these Rules and Regulations will be required in order for a fine to be levied, or for removal or suspension to occur in accordance with Section 4, 5, or 6 of this Article VI.
3. **Continued Violations.** Each day that an infraction of the Rules and Regulations exists and is not remedied and each separate occurrence of an infraction shall be deemed a separate violation. In the event of additional or continuing violations or infractions following written notice, the Board may assess a fine or fines in accordance with Section 4 of this Article VI, may effect removal in accordance with Section 5 of this Article VI or may impose suspension in accordance with Section 6 of this Article VI.
4. **Fines.** Each separate violation by a Unit Owner or his tenants and/or guests shall give rise to a fine of \$50.00 (e.g., an infraction continuing for two days shall be subject to two \$50 fines). All fines shall be added to the common charges of the Unit Owner, whether the violation was caused by the Unit Owner or the Unit Owner's tenants or guests, and shall be additional assessments payable with the monthly common charges.
5. **Removal.** The Board of Managers or the Managing Agent may have any item that is in violation of the Rules and Regulations removed from the premises, including, without limitation, towing of illegally parked vehicles, removal of unapproved decorations and plantings or anything affixed to the exterior of a unit (excluding approved satellite dishes/antennas). A Unit Owner shall be responsible for all costs incurred in the removal/storage of any items belonging to the Unit Owner.
6. **Suspension.** The Board of Managers or the Managing Agent may suspend the privileges of, including the revocation of previously granted permission to, any Unit Owner in the event of a Unit Owner's failure to comply with these Rules and Regulations.
7. **Costs and Expenses.** A Unit Owners shall be liable for all costs and expenses (including legal fees) incurred by the Board of Managers or the Managing Agent in enforcing these Rules and Regulations with respect to the Unit Owner or his tenant or guest, shall be additional assessments payable with the monthly common charges.

ARTICLE VII

AMENDMENT OR WAIVER OF THE RULES AND REGULATIONS

1. The Rules and Regulations may be amended at any time by a majority vote of the Board of Managers.
2. Any consent or approval given under, or waiver granted with respect to, these Rules and Regulations may be amended or terminated at any time by resolution of the Board of Managers.
3. These Rules and Regulations shall be governed by the laws of the State of New York.
4. Any provision of these Rules and Regulations that is determined to be in violation of applicable law by a court of competent jurisdiction may be modified by such court to give the fullest effect possible to the intent of such provision within the limits permitted by applicable law. The invalidity of any provision of these Rules and Regulations shall not affect the validity or effectiveness of any other provisions of the Rules and Regulations.