

APPLICATION FOR PURCHASE

The Wellington Condominium
312 Main Street
White Plains, NY 10601

Contact Information
The Wellington Condominium
c/o Garthchester Realty
440 Mamaroneck Avenue
Harrison, NY 10583
(914) 725-3600

Application to Purchase

Unit # _____

Please submit Two (2) sets, one (1) original total of three (3) of the following documents for review by the Board of Managers to: Garthchester Realty, 440 Mamaroneck Ave., Suite 512, HArrison, NY 10528

1. Completed Application
2. Fully executed Contract of Sale
3. Bank letter of Commitment
4. Photo copy of ID of all residents
5. Landlord Waiver Request
6. Credit Report (current)
7. Proof Of Homeowners Insurance
8. Current paystub
9. W2 and current Federal income tax return.
10. Sprinkler disclosure
11. Lead Paint disclosure

Fees required at time of application

Purchaser to pay an Administration Fee (non-refundable) in the amount of **\$500.00 payable to Garthchester Realty (Certified or money order)**

Purchaser to pay two (2) months common charge representing reserve capital payable to **The Wellington Condominium. (Certified or money order)**

Purchaser to pay move in fee of \$800.00 payable to The Wellington Condominium which is refundable, if there are no damages during the move in and the house rules were not violated. **(Certified or money order)**

Fees required at time of closing- (All fees to be paid by Certified Check or Money Order)

- **Seller** to pay move out fee of \$800.00 payable to The Wellington Condominium which is refundable, if there are no damages during the move in and the house rules were not violated. **(Certified or money order).**

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Unit # _____

Seller:
Address:
Telephone Number:

Purchaser:
Address:
Telephone Number:
Email:

Seller's Attorney:
Address:
Telephone Number:
Fax Number:

Purchaser's Attorney:
Address:
Telephone Number:
Fax Number:

Sales Price:

Name of Landing Institution:
Amount of Financing:
Loan Number: Mortgage Clause:

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Applicant: _____ SSN: (last 4 digits) _____

Applicant: _____ SSN: (last 4 digits) _____

How Long at present address? _____

If less than three years, please list previous residence and landlord:

Occupation and Title: _____

Employer: _____

Annual Income: _____

Phone # _____ How long with present employer? _____

If less than three years, please list previous employer:

Apartment to be occupied by Applicant(s) _____ Yes _____ No

Occupants

Relationship

Signature of Purchaser

Date

Signature of Purchaser

Date

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Processing Procedures:

1. All sales and sublets are subject to the Board's waiver of the Right of First Refusal.
2. All applications must be submitted along with all required documentation in order to be processed.
3. Processing time approximately four weeks providing all necessary information is supplied with the application package.

I hereby acknowledge and agree that the processing fees (as stated in the herein) are non-refundable for any reason as these fees cover the cost of processing the application. I also certify that I have read and agree to abide by the processing procedures.

Signature of Owner

Signature of Purchaser

Signature of Co-owner

Signature of Purchaser

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**Disclosure of Information on Lead Based Paint and or Lead Based Paint Hazards
(Seller/Purchaser)**

Seller's Disclosure

Presence of lead based paint and/or lead based paint hazards (initial (i) or (ii) below):

- (i)_____Known lead based paint and/or lead based paint hazards are present in the apartment (explain)
- (ii)_____Seller has no knowledge of lead based paint and/or lead based paint hazards in the apartment.

Records and reports available to the seller (initial (i) or (ii) below):

- (i)_____ Seller has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead paint hazards in the apartment (list documents below)
- (ii)_____Seller has no records or records pertaining to lead based paint and/or lead based paint hazards in the apartment

Purchaser's Acknowledgment (Initial)

_____Purchaser has received copies of all information listed above

_____Purchaser has received the pamphlet "**Protect Your Family from Lead in Your Home**"

_____Purchaser has (initial (i) or (ii) below):

- (i)_____ Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead based paint
- (ii)_____Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead based paint hazards

Agent's Acknowledgement (initial)

_____ Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is aware of agent's independent responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate.

Signature of Owner

Signature of Purchaser

Signature of Co-owner

Signature of Purchaser

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SAMPLE SPRINKLER DISCLOSURE RIDER TO RESIDENTIAL LEASE

Seller(s):

Date of Sale:

SELECT ONE

___ **There is presently NO maintained and operative sprinkler system in the sold premises.**

___ **There IS presently a maintained and operative sprinkler system in the leased premises.**

The system was last maintained and inspected on ___/___/___.

I, the undersigned Tenant under the above-captioned residential lease understand that this rider is being presented to me pursuant to and in accordance with the requirements of New York State Real Property Law, Article 7, Section 231-a, which has become a requirement of law as of December 3, 2014. I acknowledge its receipt herein.

[Buyer] Date

[Buyer] Date

[Seller] Date

NOTE: This rider is in compliance with the requirements of New York State Real Property Law, Article 7, Section 231-a, which has become a requirement of law as of December 3, 2014, and which requires all residential leases to contain a conspicuous statement on the existence or lack thereof of a maintained and operative sprinkler system in the leased premises.

A "Sprinkler system" shall mean: "a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread." N.Y. Executive Law, Article 6-C Section 155-A.

The Board of Managers has implemented the following Rules and Regulations of the Wellington Condominium to safeguard the common rights of its Residents. Every Resident has the right for a peaceful environment and every Unit Owner has the right to expect that the value of his/her property will be upheld.

It should be remembered that the Rules and Regulations do not replace the By-laws, which the Board of Managers uses as its primary governing document. Both documents are in force. In case of conflict between the wordings of these documents, the By-laws will prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Managers in accordance with applicable Covenants and By-laws.

In establishing and maintaining the Rules and Regulations, or Standards, the Board shall make every effort to ensure that they do not affect Unit Owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules and Regulations and Standards may be modified, repealed or amended at any time by a resolution of the Board of Managers when deemed necessary in the best interest of unit owners/residents and the community.

DEFINITION OF TERMS:

1. **Building:** Wellington Condominium
2. **Common Area:** area of a property used by all occupants of the Building.
3. **Unit:** Individually owned area as designated by the condominium plan.
4. **Unit Owner:** Any person, bona fide beneficiary of a trust, shareholder, executive officer of a corporation, or partner of a partnership, holding legal title to a Unit ownership.
5. **Resident:** Any person or occupant living in the Building. Includes any Unit Owner and the Owner's family living in his/her Unit, or Tenants paying with or without rent.
6. **Guest:** Includes any visitors, employees, licensees, real estate agents and anyone on the premises by the Resident's instruction, permission or invitation.
7. **Board:** Elected Board of Managers of the Wellington Condominium
8. **Management/Managing Agent:** Company employed for the purpose of representing and managing the operation of the Building.

WELLINGTON CONDOMINIUM
312 Main Street
White Plains, NY 10601

-RULES AND REGULATIONS-

Board of Managers

Diana Ortiz – President
Steve Galla – Vice President
Sase Sham – Treasurer
Anil Ferris – Secretary
Dr. Robert Flowers – Sponsor

GENERAL

- A Unit Owner is responsible for informing his or her Residents, Tenants, and Guests of these Rules and Regulations to abide by.
- The Board of Managers may seek any monetary damages, and/or impose rules violation charges, and/or suspend rights to vote of a Unit Owner for any violation of its Rules and Regulations.
- A rule violation, as determined by the Board, that affects the rights of others or their property may result in legal action. Any cost of generating a legal remedy to impose rule compliance, including legal fees, shall be imposed upon to the violating Unit Owner.
- Any costs incurred to repair or replace any property damage by the Unit Owner or his her Residents, Tenants, Guests, or their pets is the responsibility of the Unit Owner, who may then seek reimbursement from their Tenant and/or Guest.
- Breach of Rules and Regulations are subject to administrative fees between \$100.00 per violation and/or up to \$500.00 per violation. The Board of Managers reserves the right of what amount is applied. For further guidance, please see the Enforcement/Penalties section below.
- 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.
- Any damage to buildings, grounds, or other common areas or to equipment by any owner, tenant, guest, family member or pet shall be repaired at the expense of the Unit Owner. This charge may be

assessed in addition to a fee. Unit Owners are fully responsible for the actions of their tenants, family members, guests and pets, and shall be held accountable for any damage done to the property.

- Rules and Regulations can be amended, altered, and/or revoked at any given time by the Board of Managers.

I. UNIT OCCUPANCY RULES

1. Each Owner shall occupy his/her Unit as a residence for said Owner and the Owner's family.
2. Renting or leasing a Unit for transient or hotel purposes, as defined as periods of less than thirty days (30), boarding house type arrangements, individual room rental arrangements, student dormitory arrangements, temporary residences, month-to-month agreement, laundry, or house sitters is prohibited regardless of the presence of the Owner or the Owner's family member.
3. No subleasing of any Unit is allowed. Anyone found and deemed to be subleasing will be subject to monthly-assessed \$250.00 administrative fee.
4. No Unit will be used substantially for commercial or business purposes, or for unlawful, immoral or improper purposes.

II. COMMON AREAS

1. Littering is prohibited in common areas and the surrounding Building grounds.
2. The lobby and its furnishings are for the use of all Residents and should be treated responsibly. The lobby is not to be used as a place to play, sleep, loiter, or to entertain.
3. Neither Residents nor their Guests shall play nor loiter in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, landscaping, rear yard, or fire towers of the Building.
4. No velocipedes, bicycles, scooters, skateboards, rollerblades, or similar recreational riding vehicles shall be taken into or from the Building through the lobby entrance. Similarly, such recreational riding vehicles may not be operated or ridden in any of the indoor common areas.
5. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors, and stairways of or appurtenant to the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
6. No article (including, but not limited to, garbage, bottles, footwear, potted plants, or doormats) shall be placed in any of the halls.
7. Water apparatus in the Building and/or Laundry Room shall not be used for any purpose other than those for which they were designated, nor shall any sweepings, rubbish, rags, or any other article be thrown into the same. Any damage resulting from misuse of any water apparatus shall be repaired and paid for by the Owner of such Unit.
 - a. Clothes and other articles shall not be dried or aired on the roof or any open terrace or patio.

8. Neither Residents nor their Guests must allow spillage of any fluid, bleach, or other surface-staining fluid in any of the common areas.
9. All damages to the common areas caused by the Resident, or their Guest must be repaired or replaced at the expense of the Unit Owner.
10. All items left unattended in the common areas may be removed or stored by the Board at the Owner's expense.
11. All posted signage in the Building are to be observed and followed.
12. Security cameras are in use throughout the property.

III. CONDUCT AND ATTIRE

1. No repulsive or offensive activity shall be conducted in any of the common areas, which would interfere with the rights and comforts of other Residents.
2. Smoking or drinking of alcoholic beverages in any of the indoor common areas is prohibited. Smoking under Building canopy is not allowed.
3. Use of any unlawful substance on the property is prohibited.
4. Shoes and shirts are required to be worn at all times while in the common areas.

IV. BUILDING REGULATIONS

1. Building rooftop, boiler room, mechanical, electrical, and all other utility rooms are strictly restricted from access at all times. Only the Board or Management is to authorize employees or licensees with right of entry. Neither fire escapes, emergency stairwells, nor staircases, or any fire exit thereof shall be obstructed in any manner.
2. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at an any window or other part of the Building, nor shall anything be projected from any window of a Unit.
3. Installation of wiring for electrical, telephone, television systems, air-conditioning, machines or the like on the structural interior and exterior of the Building, or which protrudes through the walls or the roof of the Building is prohibited.
4. Installation of personal washing machines and dryers in any Unit is prohibited. Any

tampering to illegally connect or disconnect any wiring including but not limited to, electrical, heating, plumbing systems of the Building is forbidden. Any damages incurred to the Building and its affected Residents are the sole responsibility of such violating Unit Owner.

5. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board of Managers. No Unit Owners or Resident shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Areas.
6. If such space is available, the storage area shall be used by all Unit Owners, in common, for the storage of trunks, bags, suitcases, and packing cases only, all of which shall be empty, and for such other article as the Board, in its sole discretion may determine. Supervision, management and control of the storing and removal of a Unit Owner's property from the storage areas are vested in the Board of Managers. The use of the storage areas shall be at the sole risk of the Unit Owner or other Resident using the same, and the Board, its agents, or the Managing Agent shall not be liable for any injury to person or loss by theft or otherwise or damage to property, whether due to the negligence of the Board, its agents, the Managing Agent or otherwise. The Board shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
7. All service and delivery persons will be required to use the service entrance (basement door) or such other entrance designated by the Board of Managers or the Managing Agent.
8. Nothing shall be hung or shaken from any doors, windows, roofs, or open terraces or patios or placed upon the window sills of the Building.
9. No public hall, public elevator or vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner.
10. No window guards or other window decorations shall be used in or about any Unit.
11. Unit doors shall be kept closed at all times except when in actual use of ingress or egress to and from public corridors.
12. No vehicle belonging to a Resident or to a member of the Family or Guest, Tenant or Employee of a Unit Owner shall be parked in such manner as to impede or prevent easy access to any entrance to or exit from the Building by another vehicle.
13. No generator, ventilator or air-conditioning device shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.
14. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale by held in any Unit without the consent of the Board of Managers or its Managing Agent.
15. No Resident shall install any exterior plantings without the prior written approval of the Board of Managers.

16. No Resident of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.
17. No Resident or any of his agents, servants, employees, licensees or guests 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.

V. RESIDENTIAL UNIT ENVIRONMENT AND RESPONSIBILITIES

1. Each Unit Owner is responsible for maintenance, repair and replacement of his/her Unit.
2. Residents shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors or windows thereof, any dirt or other substance.
3. No Resident shall make or permit any disturbing noises or activity in the building, or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Unit Owners or Residents. No Residents shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, radio, piano, television set, loudspeaker, other sound amplification, vocal or any instrumental music device in such Owner's Unit between 9:00 PM and the following 9:00 AM.
4. Residents shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or any terrace appurtenant thereto.
5. All radio, television, or other electrical equipments 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 the public authorities having jurisdiction and the Unit Owners alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Owner's Unit.
6. Unless expressly authorized by the Board in each case, 80% of the floor area of each unit (excepting only kitchen, pantries, bathroom, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.
7. Broken windows, torn screens or damaged front doors must be repaired by the Unit Owner at his or her expense. Any upgrades or replacement of such must be identical in appearance to create an exterior uniformity.
8. Smoke detectors and carbon monoxide alarms are to be properly installed and maintain operable.
9. Unit Owners/Resident must obtain insurance at their own expense affording coverage upon their Unit, personal property, and for personal liability.

VI. WASTE DISPOSAL

1. All garbage should be well drained, separated, wrapped in an adequately sealed bag/ compact package that will not drip or burst while being transported to the basement garbage room.
2. Recycling of paper, can, plastic and glass is strictly enforced. Commingling of recyclables with trash is prohibited. Cans, glass or plastics must be rinsed to avoid odors and insects.
3. Residents may call and employ a service company or contractor of their choice to haul away large items of rubbish at their own expense. Absolutely no depositing of furniture, appliances, or any large items in the basement. All posted signage on the basement walls are to be adhered to.
4. Large items of rubbish must not be placed outside for pickup until the scheduled pick up date.
5. Flammable or explosive or highly combustible substances are unlawful. Any unfamiliar waste disposal should be called to the attention of the building maintenance worker.

VII. PETS

1. No dog, bird, wild rodents, livestock, reptile or other animal shall be permitted, kept or harbored in the Building.
2. Pet owners or their guest shall be held liable for all damages caused by their pets to any common property including, but not limited to carpeting, shrubs, bushes, trees, grass.
3. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.
4. Cats are allowed subject to Board approval.

VIII. EXTERMINATION

1. Pest extermination treatment is mandated in all Units monthly. Failure to allow treatment for will result in a \$50 for 1 month missed, \$100 for 2 months missed, \$100 for every month missed after (continuous – fines reset after apt is treated) **Amended on 11/03/2023**
2. The Resident's failure to comply with the pest control measures results in the Resident's being financially responsible for all pest control treatments and damages of the dwelling arising from the Resident's failure to comply.

IX. CONSTRUCTION GUIDELINES / ARCHITECTURAL MAINTENANCE / CONTROL

No structural alteration (construction, addition or removal) of any Condominium Unit or Common Area shall be commenced or conducted except in strict accordance with the provisions of the By-laws

All changes proposed by the Unit Owner to the exterior of his/her Unit shall be submitted in writing to the Board of Managers. All requests shall include a written description and a diagram of the proposed changes, and must be signed by the Unit Owner. Once written approval has been received from the Board and changes have been made, the Unit Owner must contact the Board so that a final inspection may be made and signed off by the Board.

No Owner or Resident may make or cause to be made any change outside his/her Unit without the prior express written approval of the Board of Managers unless the Board fails to respond within 60 days of a written request submitted by the Unit Owner.

Policy

1. The architectural covenant imposes a legal requirement on the Association to approve or disapprove construction of new structures, exterior additions or alterations to the original design of the Units, and all subsequent alterations thereto BEFORE they are started by the Unit Owner.
2. It should be noted that approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such amendment.
3. Any project or exterior modification which was completed prior to the issuance of these regulations which would normally require Board approval prior to initiation shall not be construed as setting a precedent, and will require Board approval before any major repairs, changes, and/or additions are made to said project or modification.
4. Before making any exterior changes or initiating any project, which might be contrary to the architectural/maintenance standards, Unit Owners are reminded that non-approved changes can not only be aesthetically offensive to their neighbors, but can also decrease the value of all Units.
5. Any project, exterior modification, or other act in violation of these standards is subject to a citation by the Board and may require corrective action to bring the violation into immediate or future compliance with these standards.
6. Following approval from the Board, it will be the Unit Owner's responsibility to secure licenses, necessary building permits, approval from the city of White Plains, and to insure conformity to any jurisdictional codes. A copy of building permits must be submitted to the Board or Management before initiation of construction.
7. In the event damage occurs to the exterior, interior (including but not limited to electrical, heating, or plumbing), or to any common area of the condominium property as a result of any modification, addition or change of the Owner's Unit, repairs must be made immediately at the Unit Owner's expense and to the satisfaction of the Board.
8. No construction or repair work or other installation involving noise shall be conducted in any unit except on weekdays (not including legal holidays), and only between the hours of 8:00 AM and 5:00 PM, unless such construction or repair work is necessitated by an emergency, or approved by the Board of Managers.
9. Unit Owner or Resident is responsible to clean any rubbish, debris, or other unsightly mess or materials left in any of the entrances, halls, corridors, elevator, staircases, or common areas as result of the Unit construction or project.
10. Unless designated by the Board, the service (basement) entrance must be used to bring in construction equipment and materials such as paint, sheetrock, lumber, and other similar supplies.

X. KEYS

1. Each Unit Owner or Resident must provide copy of current keys to the Board of Managers or to the Managing Agent.
2. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediate upon such alteration or installation.
3. If the 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 New York State By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent thereof, then the Board of Managers or such Managing Agent or their agents (but, except in any emergency, only when specifically authorized by an officer of the condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages, trespass, or loss of personal property by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).
4. If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee, or guest to an employee of the Condominium or of the Managing Agent thereof, whether for such Unit Owner is 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 Board of Managers nor the Managing Agent thereof shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting there from or connected therewith.
5. The agents of the Board of Managers or the Managing Agent thereof, and any contractor or workman authorized by the Board or the Managing Agent thereof, may enter any room or Unit for the purposes of:
 - a) Inspecting such 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 interfere unreasonably with the use of such unit for its permitted purposes. Entry into Unit for this purpose is at any reasonable hour of the day, on at least one day prior notice.
 - b) Maintenance, repair or replace any portion of a Unit to prevent significant damage to the affected Common Areas or to a Unit(s), with prior notification to the Unit Owner.
 - c) Emergencies deemed threatening such as fire, flood, illness or danger that may necessitate the assistance of Fire Department or Law Enforcement to break entry into the Unit. The Unit Owner will hold the Board and the Management free from any liability, damage, loss, or costs associated as a result from such entry.
6. For security reasons, care must be taken for key fobs (sensor keys to gain entry into Building) to prevent misplacement or loss. Key fobs are for the sole possession of Residents in the Building. Replacement of key fobs will result in an extra surcharge and will not be provided without proper identification. Management must be notified in order to deactivate such lost key fob.

XI. MOVING

1. Management must be notified prior for moving into and out of the Building.

2. Moving must be done between 9:00AM – 5:00PM Monday through Saturday.
3. Under no circumstances shall moving vans/trucks/vehicles are parked at the front entrance to the building. Vehicles of a “drop bed” type longer than 28 feet are not permitted.
4. All moving must be done through the side entrance of the building on Windsor Terrace (basement). Any violations of these procedures by either the incoming or outgoing Resident will result in an administrative fee of \$250.00, less from the security deposit.

XII. RENTAL OF CONDOMINIUM UNIT

1. All Unit Owners must notify Management of any changes in occupancy within 30 days of such change.
2. Leasing of Units: Whenever a tenant requests a waiver of the Board’s Right of First Refusal for a lease, it must include a refundable check of \$800.00 as a security deposit.
3. All security deposits will be held in an interest bearing account during the occupancy of the Unit. When the final move-out is completed, the Tenant should request an inspection by the Unit Owner and Managing Agent. The \$800.00 security deposit will be returned less any damages. If the cost of repairs or violations exceeds the \$800.00 security deposit, the additional amount will be added to the appropriate Unit’s common charges. Failure to pay will be reason to initiate all legal actions available for recovery. If any moving occurs (ie, present leasing occupants) that does not conform to this policy, any and all damages will be added to the unit’s common charges.
4. A processing fee is required for New Leases in the check amount of \$400.00 and a check amount of \$250.00 for Renewal Leases.
5. A Waiver of Right of First Refusal to lease must be mailed via certified mail to the Management.
6. Lease terms are for only one to two years. A copy of Lease Agreement MUST be submitted to Management with photo identification of each family member 18 years or older.
7. Unit Owner is responsible to provide a copy of the Building’s Rules and Regulations to their new Resident/Tenant.
8. Residents of non-Owner occupied Units, regardless of familial connection, and whether rent is paid must abide by the Leasing Procedure. Copy of the Leasing Procedure can be obtained from the Management.
9. The Board of Managers will have the right to amend/cancel/alter or dissolve any or all leases when and if deemed necessary.

XIII. SALE OF CONDOMINIUM UNIT

1. All Unit Owners must notify Management of any changes in occupancy within 30 days of

such change.

2. Property Transfers: Whenever a Homeowner requests a waiver of the Board's Right of First Refusal for a sale, it must include a refundable check of \$800.00 as a security deposit.
3. All security deposits will be held in an interest bearing account during the occupancy of the Unit. When the final move-out is completed, the Unit Owner (Seller) should request an inspection by the Buyer and the Managing Agent. The \$800.00 security deposit will be returned less any damages. If the cost of repairs or violations exceeds the \$800.00 security deposit, the additional amount will be added to the appropriate Unit's common charges. Failure to pay will be reason to initiate all legal actions available for recovery. If any moving occurs (ie, present leasing occupants) that does not conform to this policy, any and all damages will be added to the Unit's common charges.
4. A processing fee of \$400 for all new Unit Owners is payable to Management.
5. No "For Sale" sign or any types of advertisements are permitted inside the window or lawn of the property.
6. Within 15 days of executing a purchase or sales agreement, the Unit Owner must notify the Management to make arrangements for a maintenance fee update. The Unit Owner must provide the name, address, and phone number of purchaser.
7. The seller is responsible for providing a Copy of Declaration and ByLaws, and Rules and Regulations to the buyer.

XIV. CONDOMINIUM FEE PAYMENTS

1. All condominium common charges and assessments are due and payable to the Management on or before the first day of the month. The grace period will be 5 days at which time there will be a \$25.00 penalty imposed, \$50 after two weeks and then \$100 for the month if later than two weeks. Fees will be imposed for returned checks and repeated delinquencies. A payment in the form of cashier's check, money order, or certified check will be required for such offenses.
2. The Unit Owner is liable for all sums assessed including late charges, fees, penalties, interests, and all costs of collection including attorney fees, costs and charges.
3. The Building attorney shall notify the Unit Owner for its intent to file a Lien for delinquent outstanding debt if not paid within 30 days. Foreclosures or other legal actions will be on a case-by-case basis as authorized by the Board of Managers.
4. The Board of Managers has the right to suspend a Unit Owner's voting rights and use of Building services for non-payment of debt more than 60 days past due.

XV. COMPLAINTS

1. Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent thereof.

XVI. ENFORCEMENT/PENALTIES

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all Unit Owners have the right to expect from each other. If the violator is not a Unit Owner, the Owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The Unit Owner is ultimately responsible for all fees and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

1st Violation, after written warning:

Repeated violation:

The Board of Managers may not impose any fee or infringe upon any rights of a Unit Owner for violations of the rules until the following procedures have been complied with.

1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include (a) the nature of the alleged violation, (b) the action required to remove the violation, and (c) notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fee will be imposed.
2. The violator may request a hearing within ten (10) days after imposition of the fee. The request must be made in writing and be addressed to the Board of Managers. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fees and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fee will be imposed without a grace period.
4. The decision of the Board in such matter can be appealed to the Courts of the state of Any state.
5. If any Unit Owner fails to comply with the Rules and Regulations or By-Laws, or with any decision rendered under the Rules and Regulations and By-Laws, the Unit Owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the Court.
6. Certain violations of the Rules and Regulations will result in an automatic assessment of a fee without a warning or grace periods include, but are not limited to:
 - Littering, destruction, defacing, damaging any parts of the Common Areas

- Harboring non-permitted pets/animals, including pets/animals brought in by Guest.
- Trespassing non-authorized areas of the Building
- Indecent or offensive behavior or actions
- Use of unlawful substance on the property
- Improper Move-in/Move-out
- Failure to have Unit serviced for scheduled pest extermination
- Late payments of Condominium fees

7. A fee will be applied to the Unit Owner regardless of whether the offender is the Unit Owner, a tenant, guest or a household member. The payment of a fee does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the Unit Owner. If the bill is not paid by the Unit Owner, a higher fee may be imposed.

If this fee remains unpaid, a lien may be placed against the Unit in question. This means that the Unit cannot be sold unless the fee and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Managers may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fees and expenses may also be considered including, but not limited to, the following:

- Suing the Unit Owner for damages
- Imposing criminal penalties through the proper authorities (violations of county or state laws)

-ACKNOWLEDGEMENT FORM-
Wellington Condominium Rules and Regulations

Lessee / Owner (circle one)

Print and Sign Name

Unit # and Date

By signing this form I will obey and follow all rules and regulations.

I also state that I was given a copy of the Wellington Condominium Rules and Regulations.

(Failure to submit this original form to the Management in 30 days will result in an administrative fee.)

Mail Acknowledgement Form to:
Wellington Condominium
c/o Garthchester Realty
440 Mamaroneck Ave. S-512
Harrison, NY 10528

POWER OF ATTORNEY

The undersigned, _____, the owner(s) of Unit No. _____ in the Building know as and by street number 312 Main Street, City of White Plains, State of New York, designated and described as Unit No. _____ in the Declaration establishing THE WELLINGTON Condominium dated _____ 198, recorded in the Office of the County Clerk, Westchester County, New York on _____, in Liber _____, at page _____, and on the Floor Plans on file in said Office as Condominium Plan No. _____ do(es) hereby nominate, constitute and appoint,

_____, _____, and _____, constituting THE WELLINGTON Condominium Board and their successors in office, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Condominium Board, or in the name of their designee corporate or otherwise, on behalf of all owners of units in said property, in accordance with their respective common interests, any unit whose owner desires to abandon or sell the same, the undivided interest in the common elements appurtenant thereto, the interest of such unit owner in any other units theretofore acquired by the Condominium Board, or its designee, on behalf of all unit owners, or in the proceeds of sale or lease thereof, if any, and the interest of such unit owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") which shall be the subject of a foreclosure or other judicial sale, or to lease any unit whose owner desires to rent the same, at such price or at such rental, as the case may be, and on such other terms and conditions as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Condominium Board) or otherwise deal with any such unit so acquired by them, or to sublease any such unit so leased by them, on such terms and conditions as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has (have) executed this Power of Attorney this _____ day of _____, 198 .

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)
On _____

_____, 198, before me personally came _____, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.