

HIGH POINT OF HARTSDALE CONDOMINIUMS

Board of Managers

DATE: SEPTEMBER 16, 2019

TO: ALL RESIDENTS – Condo 3

PLEASE TAKE NOTICE:

The annexed Rules and Regulations govern the operation and use of the units and common areas of all the High Point of Hartsdale I, II & III Condominiums and Community Association and replace all prior Rules and Regulations.

Pursuant to Article II, section 2 (e), and Article VI, section 16, of the By-Laws of the condominium, these Rules and Regulations were unanimously adopted by resolution of the Board of Managers at their regularly scheduled meeting therefore held in April 2019.

The Rules and Regulations should be kept permanently on file with other papers relating to the Condominium and should be referred to when issues relating to the use and enjoyment of the premises arise.

The attached Rules and Regulations will become effective October 1, 2019.

Board of Managers
Condominiums I, II, III & CA

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RULES AND REGULATIONS OF THE HIGH POINT OF HARTSDALE CONDOMINIUMS AND
HIGH POINT COMMUNITY ASSOCIATION, INC.

Preamble and General Provisions:

- I. The Board of Managers of High Point of Hartsdale I Condominium (the “High Point I Board”), the Board of Managers of High Point of Hartsdale II Condominium (the “High Point II Board”), the Board of Managers of High Point of Hartsdale III Condominium (the “High Point III Board”) and the Board of Directors (the “CA Board”) of High Point Community Association Inc., (the “Community Association”) have adopted the following Rules and Regulations (hereinafter referred to as “Rules”) which shall take effect on **October 1, 2019.**, and shall govern the entire High Point Community (as hereinafter defined). The High Point I Board, the High Point II Board, the High Point III Board and the CA Board are hereinafter referred to individually as a “Board” and collectively as the “Boards”. The High Point I Board has jurisdiction over the High Point of Hartsdale I Condominium, the High Point II Board has jurisdiction over the High Point of Hartsdale II Condominium, the High Point III Board has jurisdiction over the High Point of Hartsdale III Condominium and the CA Board has jurisdiction over the Association Property (as hereinafter defined). These Rules may be amended by each Board with respect to its Condominium or to the Community Association from time to time. Definitions of capitalized terms in these Rules are the same as in the Offering Plans of the Condominiums, unless otherwise noted and/or defined below.
- II. Complaints of violations of the Rules and other governing documents of the Condominium or the Community Association may be made to the appropriate Board by delivery to the Property Manager. All complaints shall be in writing and shall be signed by the complaining Unit Owner or Lessee with his/her Unit number and mailing address and a contact telephone number and/or email address stated thereon. The procedure for administering complaints is generally set forth in these Rules. Complaints shall be handled on a case-by-case basis in the manner deemed appropriate by the relevant Board in such Board’s sole discretion.
- III. Each Board shall have the right to impose an administrative charge against any offending Unit Owner for violation of these Rules and for violations of the other governing documents of the Condominium or the Community Association by a Unit Owner or by a Lessee, guest, invitee or person working for such Unit Owner or his or her Lessee in any capacity. Administrative charges shall be in such amounts as the Board of the affected Condominium or the Community Association shall deem appropriate from time to time in its sole discretion, but in no event shall any administrative charge be less than \$50.00. Each day that a violation exists or continues shall be deemed to be a new violation for which an administrative charge may be levied. The offending Unit Owner shall further be liable for any and all costs, expenses and legal or other professional charges incurred by the Condominium or the Community Association in connection with such violation and the curing thereof. The charges for all of the foregoing shall be added to the offending Unit Owner’s account and may be collected as unpaid common charges, including but not limited to the filing of a common charge lien and foreclosure thereof or court action to collect unpaid amounts. All administrative charges and deposits set forth in these Rules are subject to change at the sole discretion of each Board.
- IV. In addition to the provisions in these Rules and in the By-Laws for remedies of violations, including but not limited to the imposition of administrative charges, each Board may, in its sole discretion, employ the following procedure:

Upon receipt by the Board or Property Manager of a written complaint by a Resident or Unit Owner against another Resident or Unit Owner alleging violation of any Rule, By-Law, or other governing document of the Condominium or Community Association, the Board may cause the Property Manager or attorney to send written correspondence, whether by letter or email, to the Unit Owner regarding the offense. If the offense involves a tenant of a Unit Owner or other non-owner resident or guest, the correspondence will be sent to the Unit Owner of the Unit. An appropriate period of time to cure the violation will be given in the correspondence. If the violation is not cured, the Board may, in its sole discretion, schedule a meeting with the offending Unit Owner and, if applicable, his or her tenant or other resident, to address the issue. If the matter is not resolved in a timely manner, the Board may levy such administrative charge, or take such remedial action as it deems appropriate under the circumstances.

- (a) All administrative charges are collectible as unpaid common charges.
- (b) Any administrative charges and deposits are subject to change at the discretion of the Board.

V. Any consent or approval given under any of these Rules may be added to, amended, repealed or revoked by each Board at any time. Changes to these Rules will be posted prior to their effective date. A complete copy of the Rules shall be available to Unit Owners at the Management Office.

VI. To preserve and promote security at the High Point Community, no Resident is permitted to conduct any activity in a Unit or on the High Point Community which will invite, or may result in inviting, the general public onto the High Point Community.

1. Definitions.

- (a) Association Property- all property owned by the Community Association.
- (b) Building- each and all of the buildings of the High Point Community.
- (c) Common Elements- The Common Elements of a Condominium consist of all portions of the Condominium, except the Units.
- (d) Community Association- High Point Community Association, Inc.
- (e) Condominium- High Point of Hartsdale I Condominium, High Point of Hartsdale II Condominium or High Point of Hartsdale III Condominium.
- (f) High Point Community- collectively, each Condominium and the Association Property, including all grounds, roadways, parking areas, Buildings, garages and recreational facilities.
- (g) Lease- a written or oral agreement between a Lessor and a Lessee pursuant to which the Lessee occupies a Unit.

- (h) Lessee- any occupant of a Unit who is not a Unit Owner or a person residing in the Unit with the Unit Owner, whether or not such person's occupancy is subject to a lease or other rental agreement, and whether or not such person is a friend or relative of the Unit Owner.
- (i) Lessor - a Unit Owner who is renting his/her Unit to another person.
- (j) "Managing Agent", "Property Manager", "Management" and "Management Company" may be used interchangeably in these Rules, and shall mean and refer to the management company then employed by the Condominium or Association to operate and run its business.
- (k) Management Office- the onsite property management office.
- (l) Resident- a Unit Owner, Lessee, or other occupant of a Unit who is actually residing in the Unit.
- (m) Storage Room- each and all of the storage rooms or storage units assigned to and used by Residents of the Buildings.
- (n) Unit- A part of a Condominium as set forth in a Declaration of Condominium for a Condominium.
- (o) Unit Owner - Person(s) whose interest(s) make up a fee simple ownership in a Unit.

2. Use of Units.

(a) Each and every Unit shall be used for residential purposes only, except that a Unit may also be used as a professional office by a Resident thereof provided such professional use does not violate zoning regulations and provided further that prior consent of the relevant Board to such professional use is obtained. No one may install any sign or affix a directory or buzzer label setting forth the name or identity of a profession or business. No venture, trade, profession or occupation, whether for commercial, educational, profit, not-for-profit, humanitarian, altruistic or otherwise, shall be conducted, maintained or permitted on any part of the High Point Community, nor shall any "For Sale", "For Rent" or "For Lease" sign or other window display or advertising be maintained or permitted on any part of the Property or in any Unit therein, nor shall any Unit be used or rented for transient (e.g. Airbnb, Flipkey, Home Away and their equivalents) , hotel or motel purposes. Furthermore, Unit Owners or their real estate agents are strictly prohibited from holding an open house for the purpose of selling or leasing a Unit. Notwithstanding the terms of Article III above, any violation of this Rule will result in an administrative charge of up to \$1,000 per infringement.

(b) Unless prior written consent of the relevant Board has been obtained, any use or occupancy of a Unit by any person other than the Unit Owner, where the Unit Owner is not also in occupancy, for more than ninety (90) days shall constitute an occupancy in violation of these Rules and may be deemed by the relevant Board to be a Lease and therefore requiring compliance with said Condominium's right of first refusal process and the leasing provisions of these Rules.

3. Maintenance of Units. Each Resident shall keep and maintain the Unit, including but not limited to all systems and parts thereof, and terrace or balcony (if applicable) in a good state of preservation, order, repair, and cleanliness, as well as insect and vermin free.

- (a) Any Resident who vacates the Unit for more than fifteen (15) consecutive days shall provide the Property Manager with written notice of date of departure, including all contact information, forwarding address, and emergency contact information.
- (b) Toilet Seals. As a courtesy, and in order to prevent undue water leakage and damage to the infrastructure and other Units, if a toilet seal fails, the Community Association shall cause the Property Manager to replace the toilet seal at the Community Association's expense. The Condominiums, Community Association and Managing Agent shall not be responsible or liable for any damages caused by toilet seal leak to any Unit or any other part of the High Point Community. An acknowledgement form, available in the Management Office, must be completed and signed by the Unit Owner prior to replacement of a toilet seal. Residents shall immediately notify the Property Manager in writing if his/her toilet seal has failed and shall make a prompt appointment for replacement.
- (c) If a Unit Owner chooses to install new tiles on the bathroom floor, and if such tiles are installed over the existing tiles, the tile installer shall make certain that the toilet bowl is not "locked in" with the new tiles. If the toilet bowl has to be removed for replacement of a leaking seal, the Property Manager will perform this work as stated above, provided that the toilet bowl is not locked in. If it is locked in, it will be necessary to shut off the water supply to the entire Unit line to prevent damage from leakage into other Units. In that event, the Unit Owner is required to retain the services of a licensed and insured contractor to remove the toilet and replace the toilet seal at the Unit Owner's sole expense. Neither the Boards, the Condominiums, the Community Association, nor the Property Manager shall be liable for any damage to tiles, bathroom floors and/or toilets caused in the process of replacing toilet seals.
- (d) Refer to the separate handbook section on "Guidelines for Repairs and Maintenance."
[NOTE- please explain]

4. Prohibition Against Acts Which Will Increase Insurance Rates/Unit Owner and Lessee Insurance.

- (a) Nothing shall be done or kept in any Unit, Storage Room, motor vehicle, garage or in or upon the High Point Community which will increase the rate of insurance of any of the Buildings, or the contents thereof, without the prior written consent of the relevant Board, which consent may be revoked at any time. No Unit Owner shall permit anything to be done or kept in his/her Unit, Storage Room, motor vehicle, garage or in or upon the High Point Community which will result in the cancellation of insurance on any of the Buildings, or the contents thereof, or which would be in violation of any law. Except for duly licensed, registered, and inspected motor vehicles, no person, including but not limited to any agent, employee, licensee or visitor, shall at any time bring onto the High Point Community or keep in a Unit, Storage Room, motor vehicle (except standard motor vehicle fluids necessary for the operation of such motor vehicle), or garage any flammable, combustible or explosive fluid, material, chemical or substance or any hazardous substance or material (as these terms are defined in all relevant state, local, and federal statutes, codes and/or laws).
- (b) All Unit Owners obtain and maintain, and require their Lessees to obtain and maintain, a condominium owner's or renter's insurance policy for liability against personal injury, bodily harm and death, together with property damage insurance policy covering the contents of the

Unit, its fixtures and furnishings. The recommended amounts of coverage are no less than \$300,000 for liability and no less than \$50,000 for loss or damage to personal property. Certificates for such insurance shall be delivered to the Managing Agent annually.

5. Repairs/Renovations.

- (a) No Unit Owner or Resident shall make any structural changes, additions, renovations, removals or alterations of any nature in a Unit without the prior written consent of the Board, as provided in the By-Laws of each Condominium. No load-bearing wall may be altered or removed. No changes to the pre-cast concrete planks that constitute the basic floor and ceiling may be altered in any way. All work in any Unit shall be performed in compliance with applicable governmental laws, codes, rules and regulations and in compliance with all standards and these Rules as same may be amended from time to time, including but not limited to application to the Town of Greenburg and such other relevant municipal authorities for permits for all electrical and plumbing work, and certificates of occupancy or completion (or equivalent) where applicable.

- (b) Before scheduling any construction, repair, renovation, alteration or any non-cosmetic work, a Unit Owner shall confirm with the Management Office if the proposed requires an Alteration Agreement. Construction, repair, alteration or any non-cosmetic work done in any Unit shall be performed by licensed and insured contractors. A copy of the contractor's license and insurance certificate must be submitted to the Management Office prior to the commencement of any work. If work requires an Alteration Agreement, the copy of the license and insurance shall be attached to the application for the Alteration Agreement. In all cases, a Unit Owner shall be financially responsible for the repair of any damage to the Common Elements and/or other Unit(s) resulting from any work performed in his/her Unit or at his/her request (whether or not structural in nature). If an Alteration Agreement is required, no work may begin in a Unit until the Alteration Agreement is approved by the Board and Managing Agent. Contractors are permitted to enter the High Point Community after 8:30 AM Monday thru Saturday; however, repairs, alterations and all other work in Units shall be performed only on Mondays through Fridays between the hours of 9:00 AM and 7:00 PM, and on Saturdays between the hours of 9:00 AM and 4:00 PM. No work shall be performed on Sundays or on federal holidays. All contractors performing work in any Unit must first sign in at the Management Office each day when they arrive on the High Point Community.

6. Electrical and Other Appliances and/or Equipment.

- (a) All electrical appliances and/or equipment of any kind or nature installed or used in each Unit, including but not limited to refrigerators, stoves, dishwashers, computers, etc., shall fully comply with all rules, regulations, requirements or recommendations of the relevant municipal authorities or other authorities having jurisdiction thereof. Unit Owners shall be wholly liable for any loss, damage or injury caused by such electrical appliance and/or equipment in such his/her Unit, whether or not damages were caused by or due to negligence.

- (b) No generators, barbeques, grill of any type (*whether gas, charcoal, or otherwise*), or any other equipment or appliance containing charcoal, gasoline, propane, or any other flammable

liquid, gas or substance shall be kept, stored, used, or operated in any Unit or on any balcony, terrace, patio or garden. Such equipment and appliances are expressly banned and strictly prohibited from the High Point Community, except in areas designated for their use, if any. *No electric grill of any type* shall be kept, stored, used, or operated in/on any balcony, terrace, patio or garden.

7. Prohibition Against Washer/Dryer /Appliances. No Resident may install, use or operate a clothing washing machine or clothes dryer in any Unit or Storage Room. No refrigerator, freezer or electrical equipment of any kind may be installed, used or operated in any Storage Room.
8. Maintenance of Structural Integrity of Buildings. Nothing shall be done in any Unit or part of the Common Elements which could impair the structural integrity of any Building or which would structurally change any Building.
9. Prohibition Against Affixing Items to Buildings. No nails, hooks, screws or other objects may be affixed, mounted or otherwise attached, whether temporarily or permanently, to the exterior of any Building.
10. Terrace and Garden Prohibitions. No terrace, balcony or enclosed garden shall be decorated or covered by an awning or otherwise altered. No terrace or balcony shall in any way be altered or enclosed. No nails, screws, hooks or other fasteners or hanging devices may be affixed to or embedded in any of the terrace or balcony decks, walls or ceilings nor to any garden wall or any other exterior portion of the Building. Window boxes and similar decorations may not be hung on the outside of the railings.

Any defacing of the Building façade, garden wall, terrace or balcony floor (e.g. by drilling a hole, hammering an object into the surface, failing to protect the surface from rust interaction, etc.) shall subject the Unit Owner to an administrative charge of not less than \$350 for each area damaged and such Unit Owner shall be responsible for the total cost of restoration to the original condition prior to said damage. Unit Owners shall be responsible for any such damage caused by their Lessees.

Furthermore:

- (i) Unit Owners are responsible for any and all harm caused by objects which fall, are thrown, or are blown from balconies or terraces.
- (ii) No objects may be dropped, swept or thrown from terraces or balconies, including but not limited to water, cigarettes, fireworks, debris, garbage, plant maintenance products and cleaning materials.
- (iii) No permanent covering of any type may be put on a terrace or balcony floor.
- (iv) Protective cups shall be used with all furniture with metal "feet".
- (v) Protective drainage "saucers" shall be used with flowerpots that have drainage holes since the chemicals in plants and fertilizers can damage the floor surface. Overspills shall be flushed away as soon as possible.

- (vi) No sharp or metal edged tools may be used in the removal of ice, snow, mold or algae, which shall be removed only with a nylon bristle brush.
 - (vii) No bird or animal feeder nor any food substances of any kind shall be placed in, on or about a terrace, balcony or garden.
 - (viii) Terrace and balcony floors shall be cleaned regularly using a solution of warm water and liquid dish detergent applied with a soft bristle nylon brush or broom and rinsing thoroughly and allowed to air dry. Residents are to be courteous of their downstairs neighbors by not using excessive water and shall be responsible for repair of any damage to terraces or balconies below by reason of use of excessive water.
 - (ix) Terraces and balconies may not be used for storage. No items, such as but not limited to umbrellas, bicycles, carriages, toys, boxes, food items, trash, flammable or combustible items, and the like may be stored on terraces or balconies or in gardens.
 - (x) Any item placed on the balcony which is potentially dangerous or harmful, as determined by the Board or Managing Agent, must be removed immediately. If the Managing Agent is required to remove the item, then an administrative charge may be applied to the Unit Owner's account.
 - (xi) Unit Owners shall be responsible for the maintenance of their gardens, including the current trees and plants. Construction or other work in the garden shall be subject to the prior execution of an Alteration Agreement, if required by the Board. Before doing any such work Unit Owners must confirm with the Management Office to determine if an Alteration Agreement is required.
 - (xii) All finished projects will require a pictorial record.
 - (xiii) The Unit Owner is financially responsible for any damage to the integrity of the Building, foundation, the common and limited common elements and garden walls as a result of any plantings, construction or maintenance thereof. Also, the Unit Owner is responsible for any damage to the Storage Rooms below or abutting said wall as a result of any planting, construction or maintenance thereof, including, but not limited to, water fountains and automatic or manual watering systems.
11. Prohibition Against Use of Roof. No one may walk on, sit on or otherwise access, enter or use any roof of any Building.
12. Prohibition Against Items Hanging from Windows, Etc. No clothes, sheets, blankets, mops, brooms and/or other articles of any kind, including items deemed offensive by the Board, shall be hung from a Unit window or exposed on any part of the terraces or balconies that can be seen from any portion of the High Point Community. Nothing shall be shaken or hung from or on any of the windows, doors, terraces, balconies or enclosed gardens, nor shall anyone sweep or throw or permit to be swept or thrown therefrom any dirt, tobacco products or other substances. The terraces, balconies and gardens shall be kept free and clear of rubbish, debris and other unsightly materials.
13. Replacement/Installation of Air Conditioning ("HVAC") Units. Replacement of HVAC units may require the filing of an Alteration Agreement by the Unit Owner. Before scheduling any work, Unit

Owners are required to verify with the Management Office if an Alteration Agreement is necessary. The contractor/installer is required to be capable of waterproofing the façade using the existing SIKA material. Information on HVAC replacements can be obtained in the Management Office. In all cases, the exterior of any air conditioner shall reasonably conform in the absolute discretion of the Board to the color and texture of the Building from which it protrudes. Replacing HVAC units may affect the waterproof seal and the façade work that was done. Unit Owners who break the seal will be held financially responsible for repair and/or restoration. Upon replacement of an HVAC unit, it is recommended that the new unit(s) fit exactly in the existing sleeve. Should an HVAC unit be replaced with one that is smaller than the existing sleeve, the Unit Owner is required to have the waterproofing around the HVAC unit restored at the Unit Owner's expense. All HVAC units shall be properly maintained in working order and shall not impair the function of the weep holes. Additional HVAC units and window or through the wall air conditioners or heating units are strictly prohibited.

14. No Alteration to Common Elements. Nothing shall be altered on, constructed in or removed from the Common Elements, except upon prior written consent of the Board. Violations will be subject to an administrative charge.
15. Prohibition Against Decorating Halls. No common areas of any Building shall be decorated or furnished by any Unit Owner or Resident in any manner.
16. No Obstruction of, or Storage in, Common Elements. Except as hereinafter expressly provided, there shall be no obstruction in the Common Elements. This includes, but is not limited to, doormats, shoes, boots, umbrellas, shopping carts, baby carriages, bicycles, etc. Storage by Residents in areas designated by the Board shall be at the Residents' own risk.
17. Limitation on the Use of Common Elements. Except in recreational areas designated as such by the Board, there shall be no playing, exercising, lounging, loitering or parking of baby carriages, boats, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements including, but not limited to, hallways, stairwells, lobbies, Monte Carlo Rooms, gym, Club House and parking areas. Limited Common Elements shall only be used for their intended purpose.
18. Assignment of Storage Rooms and Uncovered Parking Spaces. A Storage Room and an uncovered parking space has been assigned to each Unit (except that no uncovered parking space has been assigned to a Unit whose owner or prior owner purchased or has exclusive use of a covered parking space). The Management Office will maintain a list of such assignments of Storage Rooms and uncovered parking spaces.
19. Storage Rooms

Articles which cannot be stored in Storage Rooms include but are **not** limited to include any valuable property, garbage/trash, tires, large appliances, food products and flammable products including but **not** limited to paint, gasoline, gas containers, charcoal, and lighter fluids.

 - a) Neither the Condominium nor the Managing Agent shall be responsible for any thefts or damages to personal property placed in Storage Rooms. It is suggested that Residents cover stored items in plastic containers and elevate them off the floor to prevent water damage in the event that a water problem occurs.

- b) Storage Rooms shall be used only for light and residential storage and are not to be used for commercial items.
- c) No items are to be left or stored outside of a Resident's personal storage room for any reason.
- d) Stored items must be able to be moved for any Building maintenance or repairs. It is the Resident's responsibility to provide access to their Storage Room for building maintenance, repairs and/or inspections.
- e) It is the Resident's responsibility to keep Storage Room areas in good and clean condition in order to help prevent any issues with pest/vermin.
- f) Residents are responsible for the maintenance of their Storage Room doors and locks.
- g) Residents shall use common sense when using the Storage Rooms.

20. Use of Laundry Rooms. To prevent flooding, only the manufacturer's prescribed amount of detergent (or less) shall be used in each wash. To prevent fire, lint shall be removed from the dryer filter after each use. Following each use, to the extent reasonably necessary, washers and dryers shall be cleaned by the person who last used said machine(s). All users shall retrieve their clothing from the washer or dryer in a timely fashion or such clothing shall be subject to removal by the next user. Only Residents, family and cleaning staff may use the laundry facilities. Entry doors to laundry rooms shall be closed when not in use. Laundry room lights shall be turned off when the rooms are not in use. Persons using the laundry room do so at their own risk. Neither the Condominium nor the Managing Agent shall be liable for any damage to clothing resulting from or alleged to have resulted from the use of equipment in the laundry room. No one under the age of sixteen (16) is permitted in the laundry rooms without adult supervision.

21. Disposal of Refuse/Recyclables.

- (a) Refuse and recyclables shall be bagged and disposed of properly in the Refuse/Recycle Room in accordance with the regulations established by the Town of Greenburg or other relevant municipal authority and the Board. Refuse shall be placed down the chute securely bagged and tied in such a manner as to prevent contents from spilling out as the bag travels down the chute; recyclables shall be placed in the appropriate bins provided. When exiting the Refuse/Recycle Room, the light shall be turned off and the entry door shall be closed. Residents are requested to notify staff or the Management Office immediately of broken doors, handles, locks and burned out bulbs. All boxes, cartons, redecorating debris, flammable items, and other items of bulk trash shall be taken to the main compactor room or refuse container located outside the main compactor room by the Unit Owner or Lessee responsible and/or by the contractor or person retained by such individual for that purpose. Any debris resulting from work performed by contractors or other help shall be removed from the High Point Community by the contractor or other help unless prior special permission is granted by the Board or Managing Agent to dispose of such debris elsewhere. Contractors must ensure to clear any common area such as, but not limited to, hallways, elevators and lobbies of any dirt and debris left behind as result of any work performed. Residents are responsible for informing their Contractor of these Rules and cleaning procedures and ensuring these Rules are adhered to. Residents are responsible for any

- cleanup of dirt/debris left by their contractor and responsible for any damages caused by said contractor in any common area.
- (b) Newspapers and magazines should not be put into the trash chutes. They may be recycled, bagged or tied with a string and placed into the recycling bin.
 - (c) Small cardboard boxes are to be torn and placed down the trash chute. Large boxes are to be folded and neatly placed in the main compactor room or refuse container located outside the main compactor room in the Building, **NOT IN THE TRASH ROOM.**
 - (d) Bulk items such as brooms and mops are to be neatly placed in the main compactor room or refuse container located outside the main compactor room of the Building, not in the trash room. Coat hangers are to be hung on the hanger hook in the trash room and should never be put into the trash chute.
 - (e) Explosives and flammable materials (such as paint) that require special handling must not be placed in the trash chute or left in the trash room. Residents should contact Greenburgh Recycling Center for instructions.
 - (f) Furniture and large household appliances, including but not limited to stoves, refrigerators, air-conditioners, sofa beds, televisions, computers and exercise equipment are collected by appointment only. Residents should call the Department of Public Work offices at 914-993-1576 to schedule a pick up. Once an appointment has been scheduled Residents should advise the Management Office. Residents are responsible for bringing the item to the pick-up location on the morning of the pick-up. Small electrical appliances should be brought to the Greenburgh Recycling Center.
 - (g) Small area rugs may be cut or tied and placed neatly in the main compactor room or refuse container located outside the main compactor room of the Building. Large area rugs and carpeting must be removed from the High Point Community by contractors or the Resident.
 - (h) Kitty litter and potting soil should not be disposed of directly in the compactor chute or down any drain since they leak into and damage the compactor mechanism and create clogging and backups in the drains. Residents must dispose of these items in the main compactor room or refuse container located outside the main compactor room of the Building.
 - (i) For further information please contact the Management Office. Residents will be charged for causing trash chute jams that can be traced back to the Unit.

22. Club House and Monte Carlo Rooms

(A) Use of Club House and Monte Carlo Rooms

(i) The Club House and Monte Carlo Rooms shall be used and occupied at the sole risk of the users thereof. The Condominiums, the Community Association, the Boards and the Managing Agent assume no risk, liability, or responsibility arising from the use and occupancy by Unit Owners, Residents or Guests.

(ii) The Club House and Monte Carlo Rooms are for the convenience of all Residents for social functions only. The use of the Club House and Monte Carlo Rooms shall be properly reserved in accordance with these Rules. The hours of permitted use are from 9:00 AM until

midnight on Fridays and Saturdays, and on all other days from 9:00 AM until 11:00 PM. The Club House and Monte Carlo Rooms are not exclusive to any Resident unless such Resident has reserved and has obtained a paid receipt for the rental of the Club House or a Monte Carlo Room on that specific date.

(B) Reservations for Use of Club House and Monte Carlo Rooms

- (i) Reservations for use of the Club House or Monte Carlo Rooms shall be made with the Managing Agent to ensure that the desired Room is available when needed. Reservations are taken on a first-come, first-served basis. The charges may be changed. The Reservation Forms will reflect any changes to the charges.
- (ii) A signed Application and Agreement Form, available in the Management Office, shall be completed by the reserving Resident each time a reservation is made. A check from the Resident for the current rental charge must accompany the reservation at the same time or the date will not be reserved.

For the Monte Carlo Rooms

- (a) **Reservation Charge:** The check is payable to the relevant Condominium. The charge is non-refundable unless the Managing Agent is notified of cancellation of the function at least twenty-four (24) hours prior to the time it was scheduled to begin.
- (b) **\$300.00 Security Deposit:** The check is payable by check to the relevant Condominium. This amount is refundable within two (2) days following the function, provided that Monte Carlo Room and the Common Elements are left in good order and without damage as determined by the Managing Agent.

For the Club House

- (a) **Reservation Charge:** The check is payable to the High Point of Hartsdale Community Association. This charge is non-refundable unless the Managing Agent is notified of cancellation of the function at least twenty-four (24) hours prior to the time it was scheduled to begin.
- (b) **\$ 500 Security Deposit:** The check is payable to the High Point of Hartsdale Community Association. This amount is refundable within two (2) days following the function, provided that the Club House and the related common areas are left in good order and without damage as determined by the Managing Agent.
- (c) The Reservation Charge and the Security Deposit shall be waived when the Club House or Monte Carlo Room is used for Community Association or Condominium business, such as Board and Committee meetings.
- (iv) The Club House and any Monte Carlo Room may **NOT** be used or reserved by any person to pursue his/her professional occupation, practice or hobby or for a commercial activity, nor for that of any non-resident of the High Point Community.
- (v) The Club House or any Monte Carlo Room may be reserved by a Resident for a not-for-profit organization of which he/she is a member, provided that at least fifty

percent (50%) of the organization's members are High Point Residents and at least fifty percent (50%) of the attendees are Residents.

- (vi) The Board or its designees have the right to refuse the use of the Club House or a Monte Carlo Room to any Resident or organization that has violated any rule or any of the governing documents of the Community Association or Condominium, or who has an outstanding balance with the Condominium, and/or has abused its prior use of the Club House or a Monte Carlo Room, such decision to be made in the sole discretion of the Board. In the event of an emergency, the Board has the right to cancel the use of the Club House or a Monte Carlo Room, in which case all charges will be promptly refunded.
- (vii) The Club House or any Monte Carlo room may **NOT** be reserved or used by any Resident for activities which may cause injury or harm to its participants or other Residents of the Building.
- (viii) No more than the posted occupancy number of people is permitted in the Club House or in each of the Monte Carlo Rooms at any one time.

(C) Club House and Monte Carlo Room Use Regulations.

- (i) The doors to each Monte Carlo Room and the Club House shall be kept closed while any function is in progress.
- (ii) Smoking is strictly prohibited in the Club House or Monte Carlo Rooms.
- (iii) Animals are not permitted inside the Club House or Monte Carlo Rooms at any time or under any circumstances.
- (iv) Persons using a Monte Carlo Room are not permitted to congregate outside the Room, or in the lobby or corridors.
- (v) Children shall be supervised and not permitted to play outside of the Club House or Monte Carlo Rooms or to run through the corridors. All activities connected to a function shall be confined and take place entirely within the reserved Club House or Monte Carlo Room. Persons under the age of 18 shall be accompanied by an adult at all times.
- (vi) The noise level shall be kept low to avoid disturbing neighbors. Any music that is played shall be kept at a moderate level.
- (vii) Decorations, if used, shall be affixed with removable, repositionable, or painters' tape only. Decorations shall be arranged and removed so that they do not cause damage to any part of the Club House or Monte Carlo Rooms. Items that cannot be used include but are not limited to tacks, cellophane tape, nails, and staples. All decorations shall be removed at the conclusion of the function. No decorations shall be placed outside of the Club House or Monte Carlo Rooms.

- (viii) At the conclusion of any function, the Club House and Monte Carlo Rooms, including the powder room, kitchen and the clothes closet, shall be left clean and in good order and the lights and air conditioning/heat in the Monte Carlo Room shall be turned off. The air conditioning and heating units in the Club House are automatically controlled. Garbage and trash shall be bagged and disposed of in accordance with the Club House or Monte Carlo Room rental agreement. Furniture shall be placed back in its original configuration. No Community Association or Condominium property may be removed from the Club House Monte Carlo Rooms.
- (ix) Any damage to Community Association or Condominium property shall be reported to the Managing Agent. It is the sole responsibility of the reserving Resident to pay for any and all property damage, claims, loss, injury or death to any persons or any other expense including but not limited to attorney charges, incurred or caused by any act or negligence by the attendee, service provider or other person present at or entering the premises in connection with the event for which the Club House or Monte Carlo Room has been reserved.
- (x) The Managing Agent or its designee will inspect the Club House or Monte Carlo Rooms before and after each use.

23. Mailbox and Intercom Labels. The Condominium shall, at its cost and expense, affix door, mailbox and Building entry door intercom labels for new Unit Owners and new Lessees of Units. The actual cost of any replacement labels, if such be required after the initial installation by the Condominium, will be billed to the Unit Owner.

24. Unit Telephone and Intercom Service. The Condominium is equipped with an intercom system which interfaces with the Resident's telephone. The Resident must provide this telephone number to the Management Office. The procedure for admitting a guest to the Building is as follows:

- When a guest arrives at the Building, they must enter the Unit number at the intercom to be connected to the Resident's telephone.
- The Resident must answer their phone in order to communicate with the guest.
- To grant access to the guest the Resident must press "9" on the phone's keypad to cause the door to open (if the phone is a cell phone, the number "9" must be pressed repeatedly).

25. Uniformity of Exterior Doors.

- (a) The center doorknob lock-set shall not be altered, nor shall a door knocker be installed on any Unit front door or corridor wall, nor shall any Unit entry door be painted on the outside without the prior written consent of the Board.
- (b) Due to trip hazard concerns doormats, boots, umbrellas, strollers, or any personal items that may cause a tripping hazard at the exterior entrance to the Units are prohibited.
- (c) Residents must not paint or place signs upon the outside of the Unit, including doors to the Unit.
- (d) Unit Owners may disable the center lock but must maintain the door knob assembly "as is" in order to maintain uniformity throughout the building.

26. Keys/Access to All Units.

- (a) All Residents shall provide the Management Office with keys to his/her Unit to allow access in the event of an emergency. The keys will be retained in a secure location in the Property Management Office with a coded number to prevent key identification by unauthorized individuals. Residents who do not wish to provide the Management Office with keys to his/her Unit shall complete a Resident Information Sheet, including an emergency contact person who can provide access to the Unit. Notwithstanding the completion of such form, in the event of an emergency immediate access to a Unit is required, at the sole discretion of the Board or Property Manager, and if such Unit cannot be so entered due to any delay in provision of access to such Unit by the emergency contact person, the Property Manager and/or the Board, at its sole discretion, may direct forcible entry into such Unit in any manner, including breaking the lock and/or door and/or frame to such Unit. In such event, any damage occasioned thereby shall be the sole responsibility of the Unit Owner to repair at his/her own cost and expense, and there shall be no liability whatsoever for any claim, loss or damage on the part of the Property Manager or the Board.
- (b) The Property Manager and staff personnel shall not, under any circumstances, including receipt of permission to do so by a Unit Owner or Resident, give a key or access to a Unit to any Unit Owner's or Resident's family member, health aide, housekeeper, contractor, delivery person, or any other person whomsoever.
- (c) Board Members, the Property Manager, staff and any agent, contractor or worker authorized by the Board or the Property Manager, including police officers, fire department personnel or emergency medical technicians, may:
 - (i) Following such notice as is practicable under the circumstances, enter any Unit at any hour of the day or night for any emergency; and
 - (ii) Upon twenty-four (24) hours written notice, enter any Unit from 8:00 AM to 6:00 PM, for the purpose of inspecting such Unit for the presence of:
 - (1) 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;
 - (2) Alleged violations of the By-Laws, these Rules, and other governing documents of the Condominium, if authorized by the Board;
 - (3) Noxious or offensive odors;
 - (4) Leaks or potential damage to the Unit or any other Unit or the Common Elements;
 - (5) Any other reasonable and lawful purpose.
- (d) Any such written notice may be delivered by either:
 - (i) Affixing same to the door of the respective Unit; or

- (ii) Placing same under the door of the Unit, and a copy thereof filed with the Board; or
- (iii) Mailing such notice by certified mail, with a return receipt requested, to the Unit Owner at his/her permanent address on file with the Management Office, which may be different from the Unit to be entered.
- (iv) Any other reasonable method as may be determined by the Property Manager or the Board under the circumstances.

27. Risk of Loss of Keys. The Board shall not be liable for any injury, damage or loss or risk of any nature whatsoever, directly or indirectly, resulting from or connected with a Resident or Unit Owner entrusting any Unit, Storage Room, vehicle or other item(s) of personal property key(s) to any Property Management personnel or High Point employee or its contractors. Doing so is at the sole risk of such Resident or Unit Owner. Keys only, excluding any items of personal nature, which are provided to a Property Manager or employee for safe keeping in a locked cabinet, may be used only for access to the Unit in the event of an emergency and shall be the responsibility of the Board in the event of any misuse thereof.

28. No Nuisances.

- (a) No Unit Owner, Lessee or Resident shall make or permit any disturbing or objectionable noises, odors or activity in the Building or do or permit anything to be done therein by themselves, their guests, invitees, tenants or occupants which will interfere with the rights, comforts or conveniences of other Unit Owners, their guests, invitees, tenants or occupants. No noxious or offensive activity, including excessive noise, shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to other Residents. A disturbing noise is a sound which by its intensity, volume, frequency, duration or character unreasonably disturbs or interferes with the peace, comfort and repose of others
- (b) The act of smoking of any product, including but not limited to cigarettes, cigars, pipes, is prohibited in and about terraces, balconies or the common areas of the Buildings, including but not limited to public areas of the Buildings, halls, stairways, lobbies and mail, laundry, and storage rooms. No Resident, visitors, guests or invitees shall smoke or permit smoking as provided herein. No Resident shall permit unreasonable cooking or other odors, including smoke from the Unit, to escape into other Units or into the Building. Smoking is prohibited within 20 feet of any building entrance.
- (c) Mandatory Floor Covering. At least eighty percent (80%) of the usable floor area of every Unit (excluding baths, kitchen and breakfast room) shall be covered with carpet.

All noise and noxious odor complaints shall be handled as follows:

- (i) Contact the security desk at the gatehouse and ask that a security guard come to verify the existence of the subject of the complaint, and ask the guard to write up and file with the Management Office an incident report requesting that the offending person cease the behavior complained of. If the behavior thereafter continues or if there is a further incident, then, in addition to notifying the security desk, the complaining Resident shall then give written notice of the complaint stating date, time and place

of the noise or noxious odor and other identifying factors (such as Unit number, motor vehicle, or wherever the problem occurred and the nature of the noise or odor) to the Property Manager. All such complaints shall be signed by the complaining party and a contact telephone number and/or email address shall be included.

- (ii) If authorized by the Board, a letter shall be sent to the offending party by the Property Manager requiring the offending party to cease and abate the noise or offensive odor immediately. The offending party shall make an appointment with the Property Manager to view the Unit to ascertain that the required amount of carpeting and padding is present in the Unit, or that the odor has fully abated. If, after such inspection, it is determined by the Property Manager, in its sole discretion, that there is not sufficient carpeting and/or padding, or that the odor has not fully abated, as the case may be, the offending party will be directed to install such carpeting and padding within three (3) weeks or provide documentation of purchase and installation or to fully abate such odor within twenty-four (24) hours, as the case may be. Thereafter, a follow-up inspection shall take place. If the carpeting and or padding is not timely installed, or in the case of an odor complaint, if the odor is not fully and timely abated, the Board may levy an administrative charge or take other remedial and/or enforcement action against the offending party as provided in these Rules and the other governing documents of the Condominium.
- (iii) If it is determined that there is sufficient carpeting and padding, or if sufficient carpeting and padding is timely installed and the noise continues thereafter or is repeated, resulting in an additional complaint, the Board may, but is not required to, place the matter on the agenda for its next meeting and invite the complaining party and the offending party to attend and produce any relevant documents so as to mediate and determine the issue. If the matter cannot be resolved or if the noise or offending odors continue or are repeated, the Board may levy an administrative charge or take such other action as it deems appropriate under the circumstances. With respect to odors emanating from a Unit, the Owner may be required to make changes to the Unit so as to contain the odor completely within the Unit.

29. Leasing. Any person residing in a Unit without the Unit Owner also residing in the Unit shall be deemed to be a "Lessee" and shall be subject to these Rules, the application and charge provisions enacted by the Board from time to time, and the waiver of right of first refusal provisions of the By-Laws regarding leasing. The Board may, at its sole discretion in each and every instance, waive one or more of these Rules for good cause shown. Good cause may be deemed to be, but is not limited to, and need not be uniformly determined to be in each and every instance, that the occupant of the Unit is a parent or child of the Unit Owner. Notwithstanding any waiver of any of these Rules for such cause, the occupant of the Unit and the non-occupying Unit Owner both shall comply with all of the Rules relating to identification of occupants, parking, use of recreational facilities and the like, and with all of the other Rules and governing documents of the Condominium and Association.

- (a) Unit Owners and /or their real estate agents are strictly prohibited from holding open houses for the purposes of selling or leasing a Unit. Any infraction of this Rule will result in an administrative charge to the Unit Owner of \$1,000 per infringement.
- (b) Any Unit Owner who accepts an offer to lease his/her Unit shall, in addition to the requirements to obtain a waiver of right of first refusal from the relevant Condominium

Board, submit to such Condominium Board or its designee, in person or by certified mail the following:

- (i) A copy of the proposed lease including the amount of the proposed rental and specified term;
 - (ii) A set of Lease Waiver Forms, available in the Management Office, completed and signed where applicable by both the Unit Owner and proposed Lessee;
 - (iii) A written offer to lease the Unit to the Board on the same terms and conditions as those contained in the offer from the proposed Lessee.
 - (iv) All charges required by such Condominium Board for processing, payable to the Condominium and/or Managing Agent, as the case may be.
- (c) If the Board waives its right of first refusal to lease the Unit, or fails, within the time set forth in the relevant By-Laws following receipt of a completed application package, to exercise its right of first refusal, then the Unit Owner may lease the Unit to the proposed Lessee on the terms and conditions set forth in the offer and in accordance with these Rules, the By-Laws and the other governing documents of the Condominium.
- (d) A lease for a Unit shall be valid only for use as a residence by the individuals listed in the Lessee Questionnaire included in the Lease Waiver package. No Lessee may sublet the Unit or assign the lease.
- (e) Any purported lease, lease renewal, or assignment entered into in violation of these Rules shall be null and void and the Board shall have the power to terminate such purported lease, lease renewal, or assignment and/or to bring summary proceedings to evict the Lessee or other occupant in the name of the Unit Owner, and the cost and expense thereof, including attorney's charges, incurred by the Condominium shall be charged back to the Unit Owner.
- (f) Prior to the Lessee taking occupancy, the Unit Owner and the Lessee shall each pay to the relevant Condominium a non-refundable administrative processing charge of \$300, or such other amount as the Board shall determine from time to time.
- (g) A security deposit equal to three (3) months' rent, or such other amount as the Board shall determine from time to time, shall be paid by the Unit Owner and retained by the Managing Agent. The security deposit shall not bear interest. The security deposit, to the extent that it is not used to make repairs to the Common Elements or Association Property or used to pay charges and costs provided in these Rules, will be returned to the Unit Owner after the Lessee shall have moved out of the Unit and returned to the Management Office all ID cards and parking stickers, provided, however, that said security deposit may be applied by the Board to the cost of repairing any damages caused to the Condominium or Association Property by the Lessee or associated with the moving in or moving out of the Unit Owner or Lessee. In any event, the Unit Owner's liability for damages caused by the Lessee shall not be limited to his/her security deposit.
- (h) In addition, if a Lessor is in arrears of payment of common charges or other charges or expenses to the Condominium, the Board is authorized, at its sole discretion, to invade the

lessor/lessee security deposit for payment of such arrears. Further, if the arrears continue as of the date of expiration of the lease, the Unit Owner will not be permitted to renew the lease or re-let the Unit until the arrears are paid in full. Further, in such event, the Board is authorized to transfer any balance remaining in the security deposit to any bank account deemed appropriate by the Board and to use the monies in such account to pay the Unit Owner's common charges going forward as they accrue. If and when payment of common charges is resumed by the Unit Owner, any balance remaining in the security deposit account shall be returned to the Unit Owner after thirty (30) days of resumption of payment.

- (i) As is more particularly set forth in Article # 30 regarding "Moving", no move-out/move-in by a Unit Owner and/or Lessee, respectively, shall be permitted except upon not less than ten (10) days prior written notice to the Management Office of the requested move date, and then, such move shall take place only on a date and at a time approved by the Management Office. Moving passes permitting a move-out/move-in shall not be issued until all administrative and processing charges, security deposit, and move-out/move-in deposits have been paid and pads have been installed in the elevator designated for moving.
- (j) All charges and deposits shall be made by bank check or money order, payable to the relevant Condominium, or to the Management Company, as the case may be.
- (k) Prior to taking occupancy, the Lessee shall obtain ID cards for all persons who will reside in the Unit and a bar-coded car window sticker to open the security gate for each vehicle registered with the Management Office.
- (l) The Lessor shall advise the Lessee in writing that the Offering Plan and By-Laws of the Condominium are available for inspection at the Management Office. The Lessee shall agree and confirm in writing in the lease and in a document provided by the Management Company that he or she has read such documents and these Rules and that he or she shall comply with the terms and provisions of such documents as they may be amended from time to time.
- (m) These Rules shall be made a part of the lease and physically attached thereto. If a Unit Owner or Lessee violates any of these Rules or the other governing documents of the Condominium or the Community Association, the violator will be subject to the enforcement provisions contained herein, including any administrative charges that may pertain.
- (n) Any charges not paid as provided in these Rules will be assessed against the Unit and the respective Unit Owner and will be reflected on the Unit Owner's next statement of Common Charges and will be collectable as Common Charges under the By-laws.
- (o) The following language shall be added to and made a part of each lease affecting a Unit in the Condominium:

"The rent payable hereunder is collaterally assigned to the Condominium to secure performance and payment of Landlord's obligations to the Condominium including the payment of Common Charges. Accordingly, upon receipt by a Lessee of a Notice from the Board of the Condominium, its Managing Agent or its attorney that the Landlord is in default with respect to payment of Common Charges, assessments or any other properly chargeable amount, for a period in excess of sixty (60) days, such Lessee will, on behalf of Landlord, thereafter pay the rent payable herein to the Condominium and such payment by Lessee to

the Condominium will be treated, for all purposes, as if such payment had been made to Landlord hereunder.”

30. Moving

- (a) Moves shall be scheduled at least ten (10) days in advance of the proposed move by written notice to the Management Office and shall take place only after elevator pads have been installed. Only one (1) move per Building may be scheduled per day.
- (b) No furniture, fixtures, furnishings or other items of personal property may be brought through the front door of any Building during a move-in or move-out with the exception of Buildings 400 and 500.
- (c) Prior to the approval of any move, each party who is either moving in or out of a Unit shall deliver to the Management Office, by certified or bank check or money order, a security deposit. The amount of the Security Deposit can be changed at any time. The current Security Deposits are as follows:
 - (i) Move-in or move-out with a licensed insured mover- \$300
 - (ii) Self-move move-in (without a licensed & insured mover) -\$1,500
 - (iii) Self -move move-out (without a licensed & insured mover)- \$2,500

Said security deposit may be applied, at the sole discretion of the Managing Agent or the Board, to the cost of remedying by repair or replacement any damage and/or cleaning any debris or spills resulting from the moving activities. Any monies not so applied shall be returned to the moving party within fifteen (15) days after the completion of the move.

- (d) **Moving Processing Charge.** In addition to the security deposits, prior to the approval or commencement of any move, each party who is moving in or out of a Unit shall deliver to the Management Office, by certified or bank check or money order, a non-refundable, move processing charge of \$100 payable to the relevant Condominium. In the event either or both of said processing charges are not paid prior to any move, said processing charge(s) shall be charged to the respective Unit Owner and shall be included on the Unit Owner’s next monthly statement of Common Charges due to the Condominium and shall be collectible as Common Charges.
- (e) All activities related to a move-in or move-out shall begin no earlier than 9:00 AM. Moving vehicles shall be off the Property no later than 7:00 PM and all moves must be completed on the day that they are commenced unless otherwise permitted by the prior written consent of the Property Manager or the Board. No moves are allowed on weekends or holidays unless special permission is granted by the Board. Permission to do so shall be requested by written notice to the Management Office at least twenty (20) days prior to the moving date. In all cases other than a self-move the Unit Owner/Lessee shall specify the name, address, and telephone number of a licensed, insured mover and provide copies of the license and insurance thereof, naming each Condominium, the Community Association, and the Managing Agent as additional insureds; and the person moving in or out shall use that specific mover if permission is granted. The permission is not transferable to any other mover. No vehicle other than that of the authorized mover will be allowed access to the High Point Community. A moving pass shall be issued by the Management Office and delivered to the gatehouse staff to allow a moving truck access to the High Point Community.

- (f) The maintenance staff shall be responsible for hanging wall pads in the elevator to be used during the move as well as for inspecting the common areas before and after the move takes place. Movers are required to use ramps on stairs. Moves that extend beyond 7:00 PM will be subject to an administrative charge to be determined by the relevant Condominium Board.
 - (g) During a move, the moving trucks or vans shall not block any building entrance circles or parking spaces. Moving trucks and vans may park only at the rear or side entrance of the Building with the exception of Buildings 400 and 500.
 - (h) Prior to moving out, Unit Owners and Lessees shall leave a valid and current forwarding address, a phone number, and an email address in the Management Office.
 - (i) No moving trucks over thirty-six (36) feet in length, including cab, will be permitted onto the High Point Community. Unit Owners and Lessees shall inform their respective moving company of this regulation in advance to avoid any problems on the day of the move.
31. Bulk Item Deliveries and Pick-Ups. Bulk item deliveries and/or pick-ups of large items (e.g. furniture, carpeting, appliances, etc.) are permitted Monday through Friday between 8:30 AM and 7:00 PM and on Saturdays between 8:30 AM and 4:00 PM ONLY. Residents shall notify the Management Office at least 24 hours prior to an expected delivery or pick-up so that protective padding can be installed in the elevator and common areas can be inspected by staff. Failure to comply will result in the truck (vehicle) not being permitted access to the High Point Community by the gatehouse staff. **NO DELIVERIES OR PICK-UPS ARE PERMITTED ON SUNDAYS OR HOLIDAYS.** In an emergency situation, the Board may approve a delivery on a Sunday or Holiday.
32. Use of the Gym. The Gym shall be used at the sole risk of the users thereof. The Condominiums, the Community Association, the Boards and the Managing Agent assume no risk or responsibility arising out of a Unit Owner's, Resident's or Guest's use of the Gym. No one under the age of 18 is permitted to use or enter into the Gym except when accompanied by an adult Resident.
33. Use of Parking Areas
- (a) At the discretion of the CA Board, violations of any of the following parking rules may result in the imposition of administrative charges. In addition to any other remedies available to the Community Association, the CA Board reserves the right to tow, boot or remove the vehicle that is in violation of any of the parking rules at the violator's sole risk and expense, with or without notification. The CA Board may revise, add or delete any of these parking rules at its discretion and such rules shall be binding on all residents. Changes will be published.
 - (b) It is recognized that from time to time, there may be cases not specifically addressed by these Rules regarding parking. All such matters will be addressed by the CA Board or Property Manager in a time-sensitive manner.
 - (c) Deeded covered and assigned uncovered parking spaces shall be used by Unit Owners or their Lessees or authorized designees at the Unit Owner's discretion. Any and all parking spaces shall be used for the parking of passenger vehicles and motorcycles only. Campers,

boats, trailers and personal property shall NOT be parked or stored anywhere upon the High Point Community. Parking spaces shall be used for no other purposes.

- (d) The speed limit within the High Point Community is 15 MPH. Anyone driving within parking lots or main roads, or entering or exiting these areas and garage spaces, shall proceed with caution at all times. Any driver who is observed speeding in a reckless manner within any part of the High Point Community may be subject to an administrative charge. The violator will be solely responsible for any property damage or any physical injury caused by their disregard of these parking rules, recklessness, neglect or willful disobedience of any traffic law.
- (e) No vehicle of any type whatsoever, commercial or otherwise, may impede the ingress to or egress from the entrance to any of the Buildings. Unattended vehicles may not be left with the motor running. "No Parking" signs must be obeyed. Stripes on the ground are the equivalent of "No Parking." Vehicles violating this Rule shall be subject to immediate towing at the owner's expense without the requirement of notice or warning.
- (f) Delivery and contractor vehicles MUST park in unnumbered spots. Pick-ups, drop offs and essential emergency vehicles may be temporarily parked in front of the Building. Moving vans must be parked in the back of the Buildings with the exception of Buildings 400 and 500.
- (g) Parking in designated parking spaces between the white lines is mandatory. Outdoor spots must park head-in and fully up to the curb so as not to protrude from the parking spaces into the lane of traffic. In the event of severe weather conditions, cars may back into a parking spot.
- (h) Parking decals are available at the Management Office. Upon establishment of Unit and car ownership, a decal will be provided. Unit Owners in arrears may have decals deactivated on a case by case basis. Individuals who are renters can obtain a parking decal.
- (i) Since outdoor parking spaces are very limited, Unit Owners should use the parking space that was assigned to them on a permanent basis. In the case of ownership of multiple vehicles, one should use the assigned space and the other an unnumbered space. In the event a Unit Owner is renting their Unit, they will be allowed to enter and park on the High Point Community as a VISITOR ONLY. They will receive a temporary visitor's parking pass and will be subject to all of the Rules and Regulation pertaining to visitor parking. A lessee should use the parking spot assigned to the Unit they are renting from.
- (j) When an assigned space is rented out or switched, the Management Office must be notified.
- (k) Washing of any vehicles on the High Point Community is strictly prohibited. No repairs or maintenance to any vehicles shall be performed on the High Point Community except emergency repairs (such as, but not limited to, jump-starting, repairing or replacing a flat tire). No vehicle may bear advertising signs or apparatus not usually found on passenger vehicles unless prior written approval is obtained from the Board.

34. Use of Handicapped Parking

- (a) Handicapped parking may **NOT** be substituted for a Resident's assigned or deeded parking space. It is for **temporary** parking only.
- (b) Spots designated as "Handicapped Parking Only" require official handicap license plate on the vehicle or permit suspended (and visible) on the rearview mirror.
- (c) No parking in excess of three (3) hours
- (d) Overnight parking (11 PM to 7 AM) is strictly prohibited
- (e) Non-compliance with the Handicapped Parking Rules will entitle the Board of the applicable Condominium to take the following steps in the order set forth:
 - o A warning letter
 - o Unauthorized Parking Sticker on driver's side window
 - o An Administrative Fee
 - o Booting or towing at owner's expense

35. Prohibition Against Feeding Wild Animals. No one shall feed birds or wild or stray animals on the High Point Community, except that birds kept as pets inside the Unit, in accordance with these Rules, may be fed inside of Units.

36. Smoke Detectors, Carbon Monoxide Detectors & Fireplace/Chimney Inspections.

- (a) The law requires that each Unit be equipped with working smoke/heat detectors installed outside each bedroom and in the hallway no more than ten (10) feet from each bedroom. Smoke detectors should be tested monthly to insure they are in proper working order. It is recommended a new battery be installed annually.
- (b) Carbon monoxide detectors are required in any unit with a fireplace, whether or not the fireplace has been permanently closed, and in all Units located above a garage, as required by Amanda's Law. Unit Owners shall file an affidavit with the Management Office not later than September 15th of each year, verifying that the carbon monoxide detectors, if applicable, are properly installed and are in working order.
- (c) Fireplaces/Chimneys must be inspected and the flue cleaned on a yearly basis. It is the Unit Owner's responsibility to ensure proper documentation of the fireplace inspection and a signed affidavit is provided to the Management Office no later than October 31st of the current year. Unit Owners who have had their Fireplace/Chimney professionally closed/sealed are still required to submit an affidavit to the Management Office on a yearly basis. Fireplace/Chimney inspections are required by the Condominium insurance company; therefore failure to comply will result in the Condominium undertaking the task and applying all related expenses to the Unit Owner's account.

37. Payment of Common Charges, Assessments, and Other Charges/Arrears/Collections. In addition to the provisions in the By-Laws regarding the obligations of Unit Owners to pay common charges and other charges levied by the Board, the following shall apply:

- (a) All Unit Owners are responsible to pay any and all common charges, assessments, administrative charges, security and other deposits, fines, late charges, legal charges and the like as may be levied and imposed by the Board from time to time and as provided in the By-Laws and these Rules.
- (b) Regular monthly common charges and assessments are due on the first day of each month. The Board will endeavor to distribute a monthly statement prior to the start of each month; however, the non-receipt of a statement does not relieve Unit Owners from paying such charges on time. Unit Owners are responsible for reviewing the monthly statements. If there is a question or concern, the Unit Owner should contact the Managing Agent in writing. Such writing should not be included with the payment since there is no assurance that the Managing Agent will receive it.
- (c) A charge, now set at \$35.00, but which may be increased without notice, will be charged for all returned checks. If a check is returned after a second attempt at deposit, the Unit Owner shall remit payment by bank or certified check or money order only.
- (d) A late charge, now set at \$50.00, but which may be increased without notice, will be levied on all payments received after the 15th of the month and will appear on the next month's statement.
- (e) The Board may file a common charge lien against a Unit where there is an unpaid balance due for more than forty-five (45) days. The cost of research for ownership and other interests, attorneys' charges, and filing charges will be charged to the Unit Owner's account and will be made part of the lien amount. The Board may also bring legal action against a Unit Owner in arrears in any court of competent jurisdiction and may bring legal action to foreclose the common charge lien. Costs and expenses, including attorneys' charges, incurred by reason of these collection actions will also be charged back to the delinquent Unit Owner.
- (f) The Board, at its sole discretion, may deny access and use of the High Point facilities and amenities, such as the Gym, pool, rental of Monte Carlo Rooms and Club House, and may impose deactivation of the Resident parking barcode sticker for any Unit Owner in arrears of payment of common charges, assessments, and/or any other charges, costs, charges, fines, administrative charge or other monies charged to the Unit Owner's account.

38. Elections for Board Members

- (a) A Unit Owner must be in good standing to run for a Condominium Board. Good standing means current in payments and not involved in litigation against a Condominium.
- (b) The CA Board members consist of some members of each of the Condominium Boards. The Board of each Condominium votes on their representatives to the CA Board.

39. Bicycle Rooms

Bicycle rooms are for the storage of bicycles only. All bicycles shall have an up to date ID

tag to be obtained from the Management Office. Information on the tag shall include Building and Unit number, and the current year/date. Tags shall be updated annually. Failure to provide or update the ID tag may result in removal of the bicycle without liability on the part of the Condominium or Managing Agent.

40. Pet Restrictions - Refer to your individual Condominium attachment

40. Pet Restrictions. No animals or reptiles of any kind shall be raised, bred or kept in any unit or in the Common Elements except that cats and birds, not to exceed two per unit, may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(a) No Unit Owner may harbor a dog or dogs in any Unit provided that those Unit Owners who were harboring one or more dogs in a unit as of November 1, 1996, shall not be required to remove said dog(s) so long as the dog(s) shall live.

(b) In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash no longer than eight (8) feet long and attended by responsible person. Dogs must be walked in specific areas designated by the Board of Managers.

(c) The feeding of wild animals is strictly forbidden.

(d) Any pet causing a nuisance or unreasonable disturbance or noise shall be permanently removed from the premises upon two (2) weeks written notice by the Board of Managers or Management office.

(e) Owners must clean up after their pets, including in areas designated for dog walking. Owners must clean up any "accidents" occurring within the Buildings. Pets are not allowed on landscaped areas or in the playground.

(f) Each Unit Owner is jointly and severally liable for any property damage, injury or disturbance caused by any pet harbored within a Unit belonging to the said Unit Owner and shall be assessed the actual cost of any cleaning or repairs necessitated by the activities of said pet.

The undersigned Members of The Board of Managers of the Condominium, by affixing their respective signatures hereto, do hereby expressly consent to the adoption of the foregoing Rules and Regulations.

C1

Dated: April 30, 2019 Hartsdale, New York.

Carol Carney
Board President, Carol Carney

Linda Iannuzzo
Board Vice- President, Linda Iannuzzo

S. Leibowitz
Board Treasurer, Sylviane Leibowitz

Claire Krumper
Board Secretary, Claire Krumper

Phyllis Rifas
Board Member, Phyllis Rifas

Board Member, Walter Simon

The undersigned Members of The Board of Managers of the Condominium, by affixing their respective signatures hereto, do hereby expressly consent to the adoption of the foregoing Rules and Regulations.

C2

Dated: April 30, 2019 Hartsdale, New York.

Linda Langiulli
Board President, Linda Langiulli

Markus Daszkal
Board Vice- President, Markus Daszkal

Yolanda DeSimone
Board Treasurer, Yolanda DeSimone

Florence Glassman
Board Secretary, Florence Glassman

Stella Benkel
Board Member, Stella Benkel

Marion Reid
Board Member, Marion Reid

William Fisher
Board Member, William Fisher

The undersigned Members of The Board of Managers of the Condominium, by affixing their respective signatures hereto, do hereby expressly consent to the adoption of the foregoing Rules and Regulations.

Dated: April 30, 2019 Hartsdale, New York.

C3

Lynne Zeoli
Board President, Lynne Zeoli

Marie Forbes
Board Vice- President, Marie Forbes

Arlene Zapata
Board Treasurer, Arlene Zapata

Laura Kearns
Board Secretary, Laura Kearns

Gail Schoenbrun
Board Member, Gail Schoenbrun

Jane S. Friedberg
Board Member, Jane Friedberg

Nancy Udin
Board Member, Nancy Udin

Carolyn Bambace
Board Member, Carolyn Bambace

Susan Ellis
Board Member, Susan Ellis

