

# WYNDCREST CONDOMINIUM RULES AND REGULATIONS

## **A. General Rules**

1. The sidewalks, entrances, passages of or appurtenant to any Unit or Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
2. Each Unit Owner and occupant 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 therefrom, or from the doors or windows thereof, any dirt or other substance.
3. No window guards or other window decorations shall be used on or about any Unit, except such as shall have been approved in writing by the Board or the managing agent thereof, which approval shall not be unreasonably withheld or delayed. No storm windows or doors shall be installed, nor any change made in the aesthetics of the exterior of any Unit without the prior written approval of the Board of Managers.
4. No radio, television aerial, or satellite dish shall be attached to or hung from the exterior of any Unit, and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any Units, except such as are pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the managing agent thereof; nor shall anything be projected from any window, from the roof or the exterior walls of a Unit without similar approval.
5. No ventilator or air-conditioning device shall be installed in any Unit without prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.
6. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

7. No Unit Owner or occupant shall make or permit any disturbing noises or activity in the Unit, or cause or permit any objectionable odor to emanate therefrom or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, radio, television set, vacuum cleaners, loudspeaker, or other sound amplification device in such Unit Owner's or occupant's Unit between 10:00 P.M. and the following 8:00 A.M. Sunday night through Thursday night, and 11:00 P.M. and 9:00 A.M. Friday night through Sunday morning, and on legal holidays, if the same shall disturb or annoy occupants of the other Units, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction 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 A.M. and 5:00 P.M., unless such construction or repair is necessitated by an emergency.

8. Water closets and other water apparatus in the Units shall not be used for any purpose other than those for which they were designed, nor shall any sweeping, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus in a Unit shall be repaired and paid for by the Unit Owner or occupant of such Unit.

9. No occupant of any Unit shall send any employee of the Condominium or of the managing agent out the Condominium area on any private business.

10. The agents of the Board 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 at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. Such entry, inspection and examination, however, shall be done in a reasonable manner so as not to interfere unreasonably with the use of such Unit for its permitted purposes.

11. The Board or the managing agent thereof may retain a passkey to each Unit. If any lock is altered or a new lock is installed, the Board or the managing agent shall be provided with a new key thereto immediately upon such alteration or installation. If the Unit Owner or occupant is not personally present to open and permit an entry to their Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board or the Managing agent thereof, then the Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or any officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry, reasonable care is given to such Unit Owner's or occupant's property).

12. Complaints regarding the service of the Condominium shall be made in writing to the managing agent thereof at the address of the managing agent.

13. Unit Owners, including but not limited to their tenants, families, guests, servants, employees, agents, visitors or licensees, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Units.

14. Unit Owners and occupants 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, deck or patio appurtenant thereto.

15. No Unit Owner or occupant or any of [their] tenants, agents, servants, employees, licensees or visitor's, shall at any time bring into or keep in their Unit any inflammable, combustible or explosive fluid, material chemical or substance, except as shall be necessary and appropriate for the permitted and legal uses of such Unit.

16. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his their family or by his their tenant, agent, servant, employee, licensee or visitor to an employee of the Condominium or of the managing agent thereof, whether for such Unit Owner's or occupants Unit, for an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and neither the Board nor the managing agent thereof shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith.

17. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Units or contents thereof without the prior written consent of the Board. No Unit Owner or occupant shall permit anything to be done or kept in his their Unit or in or upon the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the Units or which would be in violation of any zoning or other law, rote, regulation, ordinance, order or decision of any governmental authority. No waste shall be permitted in the Common Elements or Limited Common Elements.

18. Nothing shall be altered or constructed in or upon or removed from the Common Elements or Limited Common Elements without the prior written consent of the Board. No Unit Owner or occupant shall install, remove, alter or modify any exterior plantings or landscaping without the prior written approval of the Board.

19. Each Unit Owner and occupant shall keep the driveways and sidewalks appurtenant to such Unit free from debris, garbage or obstruction and shall keep all front, side or rear yard Limited Common Elements appurtenant to such Unit in a clean and sightly condition, free from debris, garbage, recyclables, bicycles, toys, etc.

20. No barbecue, fireplace or play equipment shall be installed, constructed or erected on or within any of the Common Elements or Limited Common Elements without the prior written approval of the Board of Managers, and no fence, patio, terrace or deck may be constructed or added to the Unit, or if already in existence, altered or modified without the prior written approval of the Board of Managers.

21. No part of the Property shall be used for other than housing and common recreational purposes for which the Property was designed. Each Unit shall be used as a single family residence only.

22. Unit Owners and occupants shall not cause or permit anything to be suspended, displayed from or placed on decks, patios, the exterior of windows or the exterior walls or doors of a Building, and no sign awning, canopy, shutter, flag or radio, or television antenna, satellite dish shall be affixed to, placed upon or exposed from the exterior walls, doors or roof or any part thereof, or deck, patio or on or at any window without the prior written consent of the Board of Managers. Unit Owners and occupants shall not paint, stain or otherwise alter the color or appearance of the exterior of any Building, the Common Elements or Limited Common Element or any part thereof.

23. No animals, livestock, or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements or Limited Common Elements; however, dogs, cats or other household pets, not to exceed two per Unit, may be kept subject to Rules and Regulations adopted by the Board of Managers, provided that they are not kept, bred, or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days' written notice from the Board of Managers.

24. No noxious, immoral, improper, offensive or unlawful activity shall be carried on in or use made of any Unit or the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully, negligently, or otherwise, which may be or become an annoyance or nuisance to other Unit Owners or occupants.

25. Nothing shall be done in, on or to any Unit, the Common Elements or Limited Common Elements which will impair the structural integrity of any Building, structurally change any Building or change the aesthetic character of the Property.

26. No clothes, linens, laundry or any other article shall be suspended from a unit or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

27. Except in recreational or storage areas designated as such by the Board of Managers, there shall be no playing, lounging, or parking of vehicles, benches, or chairs on any part of the Common Elements.

28. No industry, business, trade, or occupation, be it commercial, religious, educational or otherwise designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, except a professional office as may be permitted under local zoning code, and further provided the maintaining of the professional office by a Unit Owner and/or resident does not interfere with the quiet use and enjoyment by other Unit Owners of the Property, as may be determined by the Board of Managers, and provided the maintaining of the professional office does not otherwise violate any of the Rules (such as, by way of example only and not by way of limitation, the Special Rule regarding Parking & Vehicular Use), nor shall any "For Sale," "For Rent," "Open House" 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, hotel or motel purposes. The right is reserved by the Board of Managers, or their agents, to place "For Sale," "For Rent," "Open House" or "For Lease" signs on any Unsold or unoccupied units, and no sign of any kind is allowed by any mortgagee who may become the owner of any Unit, unless the mortgagee obtains prior written approval from the Board of Managers or managing agent, which approval may contain rules regarding the size, location, wording and appearance of such sign.

29. No chalk writing or other defacing of the roads, visitor parking spaces or Common Elements is permitted.

## B. Special Rules

### 1. Appeals

Residents may submit a written appeal to the Board regarding warnings or fines issued to them within 30 days of the date of the warning, fine or other remedy first imposed. Thereafter, the Board, in its sole discretion may refuse to consider an appeal. The Board's decision on an appeal shall be in writing to the unit owner(s) and shall be final.

### 2. Basketball Hoops/Sports Equipment

Sports equipment/basketball hoops may only be left outside between the hours of 10 a.m. and 8 p.m. They may not be left out overnight. Violators will be subject to a \$50.00 fine if the sports equipment/ hoop is not brought in each night. Unit Owners are responsible for any damage to any Common and/or Limited Property and are also responsible for damage to any property caused by a resident or anyone using the sports equipment/hoop with or without the Unit Owner's and/or occupant's permission. The Board of Managers may rescind any Unit Owner's and/or occupant's privilege to have Sports equipment/a basketball hoop on common or limited common property at its discretion. Unit Owners and occupants are to be courteous and cautious in using sports equipment/a hoop not to hit their neighbor's cars or other personal or common property, and this should be explained to their children and their friends.

### 3. Capital Reserve Contributions

At or prior to closing of title for a Unit at Wyndcrest Condominium, the new Unit Owner must contribute \$1,000.00 to the reserve account of Wyndcrest Condominium.

### 4. Complaints

Complaints concerning any violations of these rules should be submitted to the managing agent in writing, detailing the date, time, place, and any other details of the violation. The Managing Agent is American Property Management Group/Westchester Property Management Group, Inc., Attention: Joel Winograd, 280 N. Central Avenue, Suite 480, Hansdale, New York 10530. Their telephone number is (914) 686-9500. Their fax number is (914) 686-3391.

### 5. Conflicting Rules

In the event of a conflict between a "General Rule" and "Special Rule", the "Special Rule" will be controlling.

## 6. Consent, Changes and Repealing of Rules

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.

## 7. Decks & Patios

If a unit owner is planning to add a deck or patio, the unit owner should first contact the Managing Agent for an updated copy of the Wyndcrest Homeowners Association Deck & Patio Guidelines, which explains in detail the procedure a unit owner must follow in order to add a deck or patio.

## 8. Dogs/Pets

- It is the responsibility of each owner of a dog or other pet to make sure their dog or pet does not urinate/defecate anywhere on Deertree Lane, Winterberry Lane, the entrance areas to Deertree and Winterberry Lanes, on the grass along the front, sides, behind and anywhere near or around the units, or on or near any plantings and shrubbery.
- Dogs/pets are to be walked off the Wyndcrest property, either along Chappaqua Road or North State Road or elsewhere, to urinate/defecate.
- Dogs/pets are not allowed to roam or be unleashed or unattended anywhere on the Wyndcrest property.
- Any violations of these dog/pet rules by a resident or their guests, invitees, agents, tenants, occupants, employees or others will be assessed to the unit owner(s). The first violation will result in a written warning to the unit owner(s). Each subsequent violation will result in a \$50.00 fine to the unit owner(s) in addition to any other available remedies.
- Residents may submit a written appeal to the Board regarding warnings or fines issued to them within 30 days of the date of the warning fine or other remedy first imposed. Thereafter, the Board, in its sole discretion, may refuse to consider an appeal. The Board's decision on an appeal shall be in writing to the unit owner(s) and shall be final.
- Complaints concerning dogs/pets should be submitted to the managing agent in writing providing to the extent possible, the kind of animal, its color, its unit owner/address and date and time of incident.

## 9. Fines & Late Payments

Fines for any one and for each separate infraction of the Rules and Regulations is \$50.00. Collection of fines may be enforced against the Unit Owner(s) as if such fines were a Common Charge assessed with respect to and payable by the particular Unit Owner(s) against whom such fines were levied. Any Unit Owner who submits a Common charge or Assessment payment after the 15<sup>th</sup> day of the month, or is in arrears after the 15<sup>th</sup> day of the month, will receive a \$25.00 late charge.

## 10. Guests/Other Visitors

Unit Owners are responsible to ensure compliance of all Rules and Regulations by their guests or visitors (including but not limited to movers, contractors, etc.). If any guest or other visitor of a Unit Owner is found to be in violation of any Rule and Regulation that Unit Owner is subject to a fine, as well as other available remedies.

## 11. Playground Areas

The playground areas at both Winterberry Lane and Deertree Lane are closed to all residents and their guests at dusk. Any Unit Owners or their guests using the playground areas after dusk will subject the Unit Owner to a fine of \$50.00.

## 12. Parking & Vehicular Use

- Residents are to use their garages and driveways to park their motor vehicles. (A "resident" is a unit owner, a member of a unit owner's family or a person who otherwise lives within a unit owner's unit.)
- Visitor parking is available to residents on a temporary basis only. ("Visitor parking includes any spaces designated as such within Wyndcrest and the parking area off of Chappaqua Road.)
- Residents shall be considered in violation of the above rules if any one of the following conditions occurs: (a) parking in a visitor parking area or areas for four (4) hours or more; (b) parking in a visitor parking area or areas regularly; (c) parking in a visitor parking area or areas as if the area were for a resident's exclusive use.
- Parking is not permitted in or on the street, except while loading and unloading a vehicle.
- Parking in driveways in such a manner that it obstructs passage on the streets is not permitted.
- Commercial, livery or TLC-plated vehicles owned by residents are prohibited in parking areas at any time. No recreational vehicles, motor homes, trailers, boats, commercial vehicles, or abandoned or inoperable vehicles may be parked or stored in any parking area or upon any driveway of the Condominium. Such vehicles may only be parked or stored inside garages.
- No vehicle belonging to a resident or their guests, invitees, agents, tenants, occupants, employees or others shall be parked in such manner as to impede or prevent ready access to any entrance or exit from the Units or by another vehicle.
- Residents are required to have parking permits which should be applied to the bottom corner of the rear left side passenger window, (Unit owners who need replacement /additional parking permits should contact the managing agent.)
- The use or parking of a vehicle in such a manner that presents a risk of harm to residents or others is prohibited.
- The speed limit on Deertree Lane and Winterberry Lane is 15 mph as is posted on these streets.
- Any violations of these parking rules by a resident or their guests, invitees, agents, tenants, occupants, employees or others will be assessed to the unit owner(s).

The first violation will result in a written warning to the unit owner(s). Each subsequent or continuing violation will result in a \$50.00 fine to the unit owner(s), in addition to any other available remedies.

- Residents may submit a written appeal to the Board regarding parking warnings or fines issued to them within 30 days of the date of the warning, fine or other remedy first imposed. Thereafter, the Board, in its sole discretion, may refuse to consider an appeal. The Board's decision on an appeal shall be in writing to the unit owner(s) and shall be final.

- Complaints concerning parking violations should be submitted to the managing agent in writing, detailing the date, time, place, vehicle make, model, color and plate number.

### 13. Storm Doors

Only white storm doors, the kind as approved by the Board of Managers, are permitted on Winterberry Lane; and only green storm doors, the kind as approved by the Board of Managers, are permitted on Deertree Lane. The style must be Full View, with or without bar, Forever By EMCO. In any event, no storm doors shall be installed, nor any change made in the aesthetics of the exterior of any Unit, without the prior written approval of the Board of Managers. Purchase and installation of a storm/screen door is the Unit Owner's responsibility.

- Unit Owners will be notified prior to each pool season of the dates and times the pool will be open for use.
- Rules and Regulations of the Board of Health of the County of Westchester will be available and adhered to at all times.
- No one will be admitted to the pool area without showing proper identification to the lifeguard staff.
- Guests must be accompanied by a resident at all times. Guests are anyone that do not have Wyndcrest as their legal address.
- Children under 16 must be accompanied by a parent or guardian.
- No swimming or pool area will be used without a lifeguard present.
- Proper swimming attire is required in the pool at all times.
- No running or diving is allowed.
- Balls and water wings are allowed subject to the lifeguard's discretion.
- Pets are strictly forbidden within the pool area.
- Do not discard trash in the pool area.
- Liquids are allowed in cans or soft containers, not glass. Smoking and alcoholic beverages are not allowed. Please clean up before you leave the pool area.
- Radios, etc., can be used as long as it does not disturb others.
- Reserving seats is not allowed, Residents may bring their own seating to be removed after each use. Provided seating is for the use of residents first and guests when available.
- It is understood and agreed that the pool is only a service to the Unit Owners and the Board cannot assume responsibility for the injury or loss to persons or property. By using the pool, Unit Owners and guests assume the risks inherent in the use of the pool, or being about the pool premises.
- The Board of Managers reserve the right to rescind, alter, waive, or add any Rule or Regulation when, in its judgment, it is necessary and advisable.
- The lifeguard has full authority to enforce these Rules and Regulations and may deny access or use of the facility to any resident or guest who, in their judgment, violates these Rules and Regulations.
- The telephone at the pool is not to be used by anyone other than the lifeguard, or a member of the Board of Managers on matters pertaining to Condominium business. The lifeguard may use the phone to contact the pool operator, management, ordering their lunch and for emergencies, if they occur.
- Private pool parties are prohibited.
- Any time the lifeguard leaves the pool deck, the swimming pool must be cleared.