

The Villa at the Woods Condominium
Resolution Ratifying the Rules and Regulations Addendum to the By-Laws of the Villa at the Woods Condominium

WHEREAS, allowed by the Villa at the Woods Amended and Restated Offering Plan, in accordance with The Declaration of the Villa at the Woods Condominium Exhibit E, and currently stated in the Addendum to the By-Laws Rules of the Villa at the Woods Condominium Rules and Regulations (the "House Rules") dated September 27th, 2007 AND

WHEREAS, the Villa at the Woods Board of Managers (the "Board") has determined it is in the best interest of the Villa at the Woods Condominium (the "Condo") to collect, clarify, and promulgate the House Rules currently recorded and documented as in effect AND

WHEREAS, the Board has determined it is in the best interest of the Condo to market adjust, promulgate, and enforce the process for non-compliance of the House Rules AND

WHEREAS, a copy of the House Rules shall be furnished to each Unit Owner not less than thirty (30) days prior to the effective date.

NOW THEREFORE, it is hereby RESOLVED, the Board has ratified and adopted a new set of House Rules (refer to the attached Addendum to the By-Laws of the Villa at the Woods Condominium) AND

BE IT FURTHER RESOLVED, the enforcement of said House Rules may be executed by the Board, Condominium Services Company, and/or Condo Employees AND

BE IT FURTHER RESOLVED, the Unit Owner shall be accountable for the actions of any and all non-owner occupants of his/her residence AND

BE IT FURTHER RESOLVED, it is the responsibility of the Unit Owner to inform and supply a copy of the House Rules to any and all non-owner occupants of his/her residence.

IN WITNESS THEREOF, The Board Secretary certifies the foregoing is a correct transcript of the meeting in which this Resolution was adopted and placed into effect for all Condo Unit Owners and Residents.

RESOLUTION MEETING DATE: 04/05/2022

RESOLUTION EFFECTIVE DATE: 06/01/2022

BOARD SECRETARY:

LINDA CARPENTIERI  4/5/2022
(Print/Sign/Date)

Addendum to the By-Laws of the Villa at the Woods Condominium

RULES AND REGULATIONS
OF
THE VILLA AT THE WOODS

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Rules and Regulations of the Villa at the Woods

Introduction, Purpose, and Scope

In general, we at the Villa at the Woods Condominium (the “Condo”) are all interested in enjoying the privacy of our own unit and the grounds where it is located. To do so, courtesy and consideration on the part of all the community members – owners, residents, employees, and agents – towards one another must be exercised. Therefore, your Villa at the Woods Condominium Board of Managers (the “Board”) has taken the time to review all the various rules, regulations, resolutions, amendments, policies, and laws that have been passed and documented as in effect, to ensure they are current and easily understood. The following document represents all of them assembled into one place for ease of reference, and as such, this latest revision represents an extensive change. The changes are flagged using a revision bar in the left-hand margin.

From time to time, the Board will continue to review this document and revise, add to, or remove from its content, any information as required to ensure the best interests of the owners are taken into consideration while attempting to enhance the value of the property in which you have made a substantial investment. Please keep in mind the spirit with which the above task was accomplished while reviewing the Addendum to the By-Laws Rules of the Villa at the Woods Condominium Rules and Regulations (the “House Rules”).

Rules and Regulations

1) Non-Compliance

a. Written Warning:

- i. At the discretion of the Board, a written warning with a reasonable time to cure may be given upon any violation of the House Rules. However, depending upon the severity of the violation(s), the Board does maintain the right to impose a fine as stated below without issuance of a written warning and a time to cure.
 1. The written warning may be issued by the Board of Managers, Condominium Services Company, and/or Condo Employees and may take the form of a formal letter, simple posting, eMail, or notice (e.g. a towing notice).

b. Fine Schedule:

- i. A fine may be imposed upon a Unit Owner upon any violation of the Condo House Rules by the owner or any non-owner occupant.
- ii. If imposed, Then the fine shall be assessed and attached to the Unit Owner’s monthly common element charge for each violation of the same rule according to the graduated schedule as follows, unless otherwise stated:
 1. The first violation fine shall be Seventy-Five dollars (\$75)
 2. The second violation fine shall be Seventy-Five dollars (\$75)
 3. The third violation fine shall be One-Hundred Dollars (\$100)
 4. The fourth violation fine shall be One-Hundred and Fifty dollars (\$150)
 5. The fifth and all future violations shall be assessed at Two-Hundred and Fifty dollars (\$250) and may result in litigation or other appropriate enforcement relief against said Unit Owner.

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c. Appeals

- i. If a Unit Owner wishes to offer a settlement or reduce a fine, the Board will review such requests as long as the request is submitted in writing no more than Thirty Five (35) calendar days after fine payment is due and least Seven (7) calendar days before the Board Meeting you wish to have the request formally read and recorded.
 1. Ensure the documentation provided contains all the information necessary to clearly convey and support the reasons for the request and/or the details of the settlement offer
 2. The Board of Managers will render its decision and inform the Unit Owner within Fourteen (14) calendar days after the document was formally read and recorded at the Board meeting in which it was resolved.

d. Retention

- i. Warnings and violations shall be kept on file and effectively roll off twelve (12) months after issuance.

2) Unit Owner Responsibilities

a. Peaceful Enjoyment

- i. Between the hours of 10:00 PM and 8:00 AM be considerate of your neighbors with respect to loud partying, noisy appliances, musical instruments, singing, radios, televisions, other home entertainment equipment, and computer/gaming systems.
- ii. No resident shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced or to emanate from the unit or its appurtenant limited common elements.
- iii. No resident shall do anything in the unit or in the entrances, passages, public halls, elevators, or any other common building areas that will interfere with the rights, comforts, or conveniences of the other residents.
- iv. Children shall not play or lounge in the entrances, passages, public halls, elevators, or any other common building areas.

b. Payment of Monthly Common Charges

- i. The Unit Owner shall be responsible for ensuring timely payment of the monthly common charge by the First of the month and no later than the Tenth of the month.
- ii. A fine of Fifty dollars (\$50) shall be assessed if payment has not been received prior to the eleventh of the month.
- iii. A fine of Fifty dollars (\$50) shall be assessed for every incomplete payment received, unless it was otherwise agreed upon and authorized by the Board.
- iv. A fine of Fifty dollars (\$50) shall be assessed for any payment that is uncollected due to “insufficient funds” plus any other applicable fine if full payment is not made by the tenth of the month.
- v. If any common element, assessments, fines, parking, repairs, fees, legal costs, etc..., collectively referred to as common charges, remain unpaid after Sixty (60) days, Then a lien shall be placed on the unit, at the Unit Owner’s expense, to collect the outstanding account balance and interest, unless it was otherwise agreed upon and authorized by the Board of Managers.

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1. After a lien has been placed, the Board of Managers will continue to escalate legal measures against the Unit Owner, at the Unit Owner's expense, including, but not limited to, rent interception, termination of on-site parking, and unit foreclosure.
 - c. Insurance Coverage
 - i. Each Unit Owner shall carry, at a minimum, liability and fire insurance of at least Fifty-Thousand dollars (\$50,000) to ensure any damages to the Common Elements or other Unit Owners originating from their unit are covered.
 1. Although not required, the Board strongly recommends each Unit Owner carry personal insurance on the contents of their unit.
 2. Although not required the Board strongly recommends each non-owner occupant carry renters insurance on their personal belongings
 - ii. No Unit Owner, resident, agent, employee, or visitor shall do or keep in any unit, limited common element, or common element of the Condominium anything that will increase the rate of insurance of the building or have the insurance canceled.
 - d. Security
 - i. Do not allow access through the keyed security doors to any individual that does not have business with the building while you are walking into the building. Only those companies or individuals that do (e.g. Post Office, Fed Ex, Optimum, Verizon, etc...) have business.
 - ii. Do not allow access to an individual you are not expecting or do not know through the intercom REGARDLESS of who they say it is.
 - iii. Unit Owners are to ensure they obtain the Medico Security keys used by any and all non-owner occupants when required.
 - iv. If an additional/replacement Medico Security key is required, Then contact the Board of Managers, Condominium Services Company, or Property Superintendent.
 1. A fee for additional keys has been set by the Board of Managers.
 - v. Unit Owners, Non-Owner Occupants, and Residents, on rare occasion, may be asked by the Board of Managers to assist with investigating violations and/or illegal activity that interfere with the rights, comforts, or conveniences of the other Unit Owners or residents.
 - e. Lease Registration
 - i. Unit Owners desiring to lease/rent their units are required to supply an executed copy of the lease and the required lease agreement rider, within Thirty (30) days of execution, to the Board of Managers or Condominium Services Company, to meet and be granted the waiving of the Rights of First Refusal stipulations in Article 7 of the By-Laws.
 - ii. Contact the Board of Managers or Condominium Services Company as early as possible, preferably before execution of the lease, for the additional information, clarifications, and/or requirements contained in separate policy documents.
- 3) Residential Unit
- a. Safety Devices
 - i. Each unit shall have a functioning smoke detector, carbon monoxide detector, and hot water heater leak detector.

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1. The Condo is NOT responsible for supplying or maintaining any of these devices.
- ii. Each unit is equipped with an intercom and door chime to allow for determining/screening any potential guests or unwelcomed individuals.
 1. If the intercom is not working reliability, Then contact the Condominium Services Company or the Property Superintendent
 2. If it is desirable to change the existing door chime, Then contact the Board of Managers prior to the change to ensure all the applicable requirements are met. For example, any replacement device with recording capability may be utilized for specific date/time data to assist in investigating violations or illegal activity.
- b. Floor Covering
 - i. Standard building floors and coverings are allowed in the unit
 - ii. Valid complaints about noise emanating from a unit due to lack of sound insulation on the floor will require the Unit Owner to cover 80% of the floors with carpeting or rugs, and sufficient padding to eliminate the noise.
- c. Access
 - i. With at least prior days' notice, the Board of Managers, Condominium Services Company, or Property Superintendent, may enter any room or unit during reasonable hours to perform an inspection verifying safety devices and damage prevention measures are in place and functional.
 - ii. The Board of Managers, Condominium Services Company, Property Superintendent, and/or any authorized agent may enter any room or unit during reasonable hours for the purposes of performing an:
 1. inspection of damage originating from other units or common elements,
 2. inspection of damage to other units or common elements originating from the unit,
 3. inspection for the presence of vermin or pests, and taking measures to exterminate any vermin or pests.
 - iii. Prior to altering or installing a new unit entrance lock, contact the Board of Managers, Condominium Services Company, or Property Superintendent for the appropriate conversion instructions to ensure the new lock is in accordance with the existing keyed to master building lock.
 - iv. The Property Superintendent shall maintain a pass key (or equivalent method of entry) to each and every unit to allow immediate access as required to deal with an emergent casualty (e.g. call for help, a fire, water leakage, etc...).
 - v. If the Unit Owner or resident is not present to open and/or permit entry into the unit at any time when an entry therein is necessary or permissible under these House Rules, and has not furnished a pass key to the Property Superintendent, then the Board of Managers and/or its agents may forcibly enter such unit without liability for damages or trespass by reason thereof during such entry when the entry has been authorized by an Officer of the Board of Managers.
 - vi. If the Unit Owner or any other Non-Owner Occupant does not have the entrance door key with them and requires entrance into their unit, Then the following conditions apply:
 1. At NO time, when entrance is required, is the entrance lock allowed to be changed from the keyed to master building lock system.

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2. You must have and be able to furnish a positive form of ID to prove you are associated with the Unit.
 3. Between 8 AM and 4 PM, contact the Board of Managers, Condominium Services Company, or Property Superintendent to use the master key to allow entrance for a fee of Fifty dollars (\$50).
 4. Between 4 PM and 11 PM, contact the Board of Managers, Condominium Services Company, or Property Superintendent to use the master key to allow entrance for a fee of Seventy-Five dollars (\$75).
 5. Between 11 PM and 8 AM on a weeknight, contact the Board of Managers, Condominium Services Company, or Property Superintendent to use the master key to allow entrance for a fee of One-Hundred and Fifty dollars (\$150).
 6. Otherwise, if the Board of Managers, Condominium Services Company, or Property Superintendent is not available, then contact All County Lock and Safe Locksmith at 914-736-6666 at your expense to gain entry into the unit as they have authorized master key capability.
- d. Water Usage and Sewage
- i. The Condominium pays for all unit water usage and sewage, as such, each Unit Owner shall ensure water waste is minimized.
 - ii. Promptly repair any water leaks (e.g. toilet running continuously, dripping faucet, etc...) in the unit to minimize the common element cost and potential damage to the common element and/or other units.
 - iii. Laundry Equipment installed in a unit will be assigned a monthly surcharge as determined by the Board of Managers.
- e. Repairs and Upkeep
- i. The unit and appurtenant limited common elements shall be kept in good state of preservation, condition, repair, and cleanliness.
 - ii. The Unit Owner is responsible for the repairs and upkeep of non-common element items inside and associated with the unit, as well as for ensuring that nothing which originates from themselves or their unit, interferes with or degrades any common element (e.g. objects entering or falling into open cavities during repairs, leaking water, entering any unit drains, or being flushed down the toilet).
 1. Refer to Attachment I, Repair Responsibility Division, for guidance as to what may be considered common element, however, the final decision rests with the Board of Managers, reach out to them if you have any questions, misunderstandings, or doubts.
 - iii. Each Unit Owner shall be responsible for any and all damage to any other Unit or to the Common Elements resulting from such Unit Owner's failure to maintain or repair his Unit.
 1. If any painting, decorating, maintenance, repairs or replacements to the Property, Common Elements, or any part thereof whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of any Unit Owner, the occupants of the Unit or their guests, invitees, employees or agents, the entire cost, associated expenses, and associated fines, thereof shall be borne by such Unit Owner

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- iv. Repairs should take place between 8:00 AM and 6:00 PM, Monday to Friday excluding holidays unless otherwise stipulated in writing.
- v. Emergency repairs required to limit damage to the unit, the common element, or other units shall be made promptly and require immediate notification of the Board of Managers, Condominium Services Company, and Property Superintendent.
- f. Alterations and Renovations
 - i. Contact the Board of Managers or Condominium Services Company to obtain consent prior to starting any alterations or renovations (e.g. painting, wall, floor, windows, skylights, plumbing, electrical wiring, etc...) to your unit so that they determine if there is any effect on any common element (e.g. elevators, hallways, electrical supply, structural members, etc...).
 - 1. Refer to Attachment I, Repair Responsibility Division, for guidance as to what may be considered common element, however, the final decision rests with the Board of Managers
 - 2. The Board's consent will be written and outline any necessary safeguards and requirements to ensure the work will meet the requirements to protect the common elements as well as other Unit Owners.
 - ii. Work shall take place between 8:00 AM and 6:00 PM, Monday to Friday excluding holidays, unless otherwise stipulated in writing.
- g. Interior
 - i. No Unit Owner, resident, authorized agent, or visitor shall at any time bring into or keep in any unit any flammable, combustible, or explosive fluid, chemical, or substance, except as shall be necessary and appropriate for permitted uses of such substance.
- h. Exterior
 - i. No fans, ventilators, air conditioning units shall be installed in any window without the expressed written consent of the Board.
 - ii. No radio, television, satellite, or other aerial devices shall be attached or hung from the exterior of the building.
 - iii. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building without the expressed written consent of the Board.
 - iv. Nothing shall be projected from any window or door without the expressed written consent of the Board.
 - v. No exterior windows may be colored or painted by the residents
 - vi. No clothes, sheets, blankets, laundry, or articles of any kind, including flags, shall be hung on or out of a unit.
 - vii. Nothing shall be hung or shaken from any doors and/or windows and placed upon the window sills.
 - viii. No resident shall sweep, throw, or permit to be swept or thrown, any dirt, debris, or other substance there from.
 - ix. No bird, reptile, or animal may be feed from the unit window or door, other portions of the common element, or on the outside grounds.
- i. Extermination
 - i. Residents are strongly advised by the Board of Managers to allow the exterminating company into the unit to ensure the building remains pest free.

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1. Contact the Board of Managers, Condominium Services Company, and Property Superintendent for when the exterminating company personnel are available.
 - ii. Should you require special services or can not be home at the times available, please contact the Board of Managers, Condominium Services Company, and Property Superintendent for a solution.
 - j. Moving In/Out
 - i. The moving of furniture and other household items shall be done between 8:00 AM and 6:00 PM, Monday to Saturday excluding holidays.
 - ii. The Board of Managers, Condominium Services Company, and Property Superintendent shall be notified at least Two (2) days prior to moving to ensure the applicable preparations and requirements have been met (e.g. damage deposit supplied, notifications made, inspections performed, and elevators are padded as required.
 - iii. Additional information, clarifications, and/or requirements may be contained in separate policy documents.
 - k. Professional/Business Use
 - i. Any professional or business use (other than rental) shall require notification of and the expressed written consent of the Board of Managers.
 1. Failure to notify the Board of Managers of any professional/business use of the unit will result in an immediate One-Hundred dollar (\$100) fine.
 2. All reasonable requests will be honored.
 - ii. In the event a unit is used as a professional or business office, patients, clients, or other invitees shall not be allowed to wait in any public area.
 - iii. In the event the services provided require usage of common element services (e.g. excessive water usage, sewage, or trash disposal), the Board of Managers will assign monthly assessment for their usage.
 - l. Occupancy
 - i. Assignment of common element interest, and subsequently monthly common element charge, was determined, in part, on the number of persons occupying and utilizing all of the common infrastructure associated with the unit in which they reside. Examples of common infrastructure include, but are not limited to, water, sewage, elevators, trash/recycle disposal, and hallways.
 - ii. The maximum number of persons allowed to permanently occupy/reside in each unit is stated in the Declaration, and as such, any unit with a greater number of persons than these stated limits, is thereby using a larger portion of common infrastructure over and above what should be utilized. [Refer to Paragraph 7)b.]
 - iii. For instances where the permanent unit residency exceeds these limits, the Board of Managers has established an additional monthly surcharge to be applied to the Unit Owner's common element charge until such residency falls within the limits.
- 4) Condo Property
- a. Exterior
 - i. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors, and stairways of or appurtenant to the residential section shall not be obstructed or used for any purpose other than ingress to and egress from the units.

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- ii. Roof access is only granted to the Board of Managers, Condominium Service Company, Condo Employees, and authorized agents.
- iii. No articles (including, but not limited to, garbage, furniture, bulk items, containers, bags, and boxes) shall be dumped or allowed to stand, lay, or be stored in any exterior common areas
 - 1. Should you have bulk items that need to be disposed of, contact the Board of Managers, Condominium Services Company, or Property Superintendent for disposal information
 - 2. Those found dumping will be subjected to an immediate fine and associated clean up surcharge as determined by the Board of Managers.
- b. Interior
 - i. At no time shall any building exit or building safety related equipment (e.g. exit signs, fire doors, fire extinguishers, and fire hose stations) be obstructed in any manner.
 - ii. No articles (including, but not limited to, footwear, umbrellas, baby carriages, bicycles, scooters, garbage cans, furniture, bulk items, containers, bags, and boxes) shall be dumped or allowed to stand, lay, or be stored any in elevators, vestibules, public halls, corridors, passageways, staircases, recycle areas, and landings.
 - 1. Should you have bulk items that need to be disposed of, contact the Board of Managers, Condominium Services Company, or Property Superintendent for disposal information
 - 2. Those found dumping will be subjected to an immediate fine and associated clean up surcharge as determined by the Board of Managers.
 - 3. Unit entry door mats are only allowed in Building 2, must remain within the confines of the doorway, and not extend into the hallway.
 - iii. The designated Condominium storage areas (located in Building 2, 3rd floor and Building 4, 1st floor) shall be used as the Board of Managers determines. Supervision, management, and control of storing and removal of property from these areas are vested with the Board of Managers.
 - iv. Tasteful holiday decorations may be temporarily placed on doors or around the door frames as long as non-destructive suspension solutions are utilized that do not penetrate any surface and also preserve the surface colors and textures. The decorations must not hinder emergency services or rapid egress from the unit or building, must remain within the confine of your doorway and not extend into the hallway.
 - v. There is NO smoking allowed in any of the Condominium Common Areas or anywhere within Twenty-Five feet (25') of the buildings.
 - vi. Immediate notification of the Board of Managers, the Condominium Services Company, and Property Superintendent is required for **all** emergency conditions.
 - 1. The Board of Managers and Condominium Services Company can be reached using the previously distributed contact information.
 - 2. The Property Superintendent can be found in the maintenance office 3111, residence 2303, or call (914) 737-0226.
- c. Video Surveillance
 - i. Video surveillance is utilized throughout the property, recording at all times, and will be used to investigate violations and/or illegal activity that interfere with the rights, comforts, or conveniences of the Unit Owners or residents.

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- ii. If conclusive evidence of such exists, Then action will be taken against the offender, including, but not limited to, immediate fines, legal action, police involvement, eviction, and foreclosure, at the expense of the offender and/or Unit Owner.

5) Amenities

a. Parking

- i. Each Unit is assigned one (1) reserved parking space.
- ii. A valid parking permit is required to be displayed while the vehicle is on the Condo property.
- iii. Violation of the parking policy will result in the vehicle being towed at the vehicle owner's expense in addition to a fine for the Unit Owner.
- iv. To obtain your first parking permit, a Vehicle Registration Form must be obtained from the Board of Managers, Condominium Services Company, or Property Superintendent, filled out, and submitted with all the required information and items to Board of Managers, Condominium Services Company, or Property Superintendent
 - 1. Upon successful review of the Vehicle Registration Form, a parking permit will be issued to the vehicle registrant
 - 2. Until processing is completed, you may be issued temporary parking permit at no additional cost
- v. If an additional parking space is required, Then obtain and submit a new Vehicle Registration Form with all the required information and items to the Board of Managers, Condominium Services Company, or Property Superintendent for every additional parking space.
 - 1. Additional spaces over the first one have a monthly fee set by the Board of Managers.
 - 2. Additional parking spaces are limited and may not be available. However, open applications will remain on file and be filled in order of receipt when a parking space becomes available.
 - 3. If the need for additional parking is required and can not be met, Then the Board of Managers, may consider using/assigning a visitor's parking space for the vehicle under a temporary parking permit
- vi. Failure to pay Monthly Common Charges will result in parking permit revocation and becoming invalid.
- vii. No parking is allowed in the Fire Zones, in the staff parking area, in the dumpster area, on the sidewalks, or on the grass.
- viii. No parking is allowed for buses, trailers, commercial vehicles, or large trucks, except for moving, pickups, and deliveries, without the expressed written consent of the Board.
- ix. No Unit Owner may sublet or assign his/her right to use or rent a parking space
- x. No parking is allowed in the designated handicap parking unless you have a valid permit.
- xi. A small vehicle (e.g. Motorcycle) may be stored in front of a vehicle on a case-by-case basis, with the expressed written consent of the Board of Managers.
- xii. Parking in an area may be restricted for cleaning or making repairs as required.
- xiii. All vehicles parked in a space should be registered, insured, and in good repair.

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- xiv. A vehicle may not be parked in the visitor parking spaces for more than seven (7) days total per month without the expressed written consent of the Board of Managers.
 - 1. Temporary parking permit may be issued for the actual required amount of time (e.g. a child home from college for one month).
 - 2. Temporary parking required for more than Fourteen (14) days will be treated as requiring an additional parking space.
- xv. Additional information, clarifications, and/or requirements may be contained in separate policy documents
- b. Laundry Facilities
 - i. The laundry rooms shall only be used between 7:00 AM to 10:00 PM. The last wash should start no later than 8:00 PM.
 - ii. The laundry rooms shall be kept clean and neat. Removal of clothes from the washers and dryers should be done when completed.
 - 1. The Condominium is not responsible for lost or stolen articles of clothing left in the laundry room unattended.
- c. Trash Chute
 - i. Use trash bags small enough to permit insertion of garbage into the trash chute and properly tied to prevent opening while falling down the trash chute or upon impact with the bottom of the trash chute or trash compactor.
 - ii. Do not leave garbage inside the trash chute room.
 - iii. Do not dispose of garbage using the trash chute between 11:00 PM and 7:00 AM
 - iv. Do not throw large and/or heavy items into the trash chute as damage and/or chute clogging may occur.
 - v. If a bag or item is too large/heavy to insert into the trash chute, it must be taken directly to the dumpster. (Contact the Board of Managers, Condominium Services Company, or Property Superintendent prior to disposal.)
 - vi. Do not drop the following down the trash chute: pet/animal waste, coat hangers, newspapers, magazines, telephone books, cartons/large boxes, glass bottles or jars, computer equipment, pressurized containers, or non-empty aerosol cans, spillable liquids, or any container of (or item soaked in) flammable/combustible fluid.
- d. Recycling Area
 - i. The recycling area shall be used for disposal of paper, cardboard, metal, plastic, and glass.
 - 1. Fines are costly and are paid by the building and all reasonable attempts will be made to discover the individual responsible for the fine so that the fine and resultant fee may be passed on appropriately.
 - 2. All the above items are to be carried to the recycle areas located in Building 2, Building 3, and Building 4, not thrown into the trash chute or left in the trash chute room.
 - ii. Plastic, glass, and metal food/liquid containers shall be rinsed to avoid unpleasant odors and the attraction of pests and vermin.
 - iii. Newspapers, books, magazines, telephone books, etc... shall be contained or bound in some manner.
 - iv. Cardboard boxes shall be broken down and contained or bound in some manner

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- v. Cardboard containers that were used to hold liquids and/or that came directly contact food (e.g milk containers, pizza boxes, etc...) are considered trash and should be collapsed and disposed of appropriately – they are NOT recyclable.
- e. Pets
 - i. Unit Owners who reside in their unit are entitled to have no more than two (2) domestic pets in their unit. Domesticated pets include birds, reptiles, cats, non-aggressive dogs, rodents, and large insects.
 - 1. Aggressive dog behavior consists of the following:
 - a. Excessive barking within the Unit
 - b. Hostile conduct toward residents, employees, agents, visitors, or other animals in the common areas
 - 2. Any dog issued a Canine Good Citizen (CGC) certificate or Dog Obedience certificate automatically qualifies as a non-aggressive dog
 - ii. Non-owner occupants (e.g. renters) shall not raise, harbor, or keep in the building any pets
 - iii. All pets shall be registered and may not be raised, harbored, or kept in the building without the expressed written consent of the Board of Managers.
 - 1. Obtain a Pet Registration Form, from the Board of Managers, Condominium Services Company, or Property Superintendent, and submit it within thirty (30) calendar days prior to its residency and/or acquisition of pet
 - 2. The Board of Managers shall acknowledge and approve all Pet Registration Forms
 - 3. Failure to register pets within the specified time frame shall result in an immediate One-Hundred dollar (\$100) fine
 - iv. All pets must be kept on a short leash when walked into the building, out of the building, and outside
 - 1. Pets walked outside are only allowed to walk in the designated areas
 - 2. Pets shall not be allowed to walk, defecate, urinate, or loiter near the building areas
 - 3. Pets shall not be allowed to urinate on any bushes, shrubs, or trees on the property
 - 4. If at all possible, use the stairs with your pet
 - v. All pet waste shall be promptly picked up and properly disposed
 - 1. The Condominium has supplied a few pet stations outside where pet waste bags are available and can be properly disposed of outside
 - 2. For those pets that do not walk outside (e.g. reptiles, rodents, cats, insects, etc...), their waste must be double bagged and taken directly to the dumpster located in back of Building 4.
 - vi. No pets shall be tied to a tree, the building, or left outside unattended
 - vii. No pets are allowed in the laundry room or recreational area on the property
 - viii. No pet food may be left outside
 - ix. Additional information, clarifications, and/or requirements may be contained in separate policy documents
- f. Pools, Tennis Courts, and Gazebos
 - i. Any condominium owner/resident may join the outdoor pool and tennis facility owned and operated by The Woods III Homeowners Association, Inc. from on or about May 15th to on or about September 14th.

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1. Contact the Board of Managers, Condominium Services Company, or Property Superintendent for additional information.
 2. The Woods III Homeowners Association, Inc. is not associated with the Villa at the Woods.
 - ii. Any condominium owner/resident may use the outdoor gazebos.
 1. Contact the Board of Managers, Condominium Services Company, or Property Superintendent for scheduling usage of the outdoor gazebos
 2. The condominium owner/resident is responsible for ensuring the gazebo area is properly tended and cleaned immediately after usage and prior to leaving.
 - a. Failure to properly police oneself during or after gazebo usage may result in having future use of the gazebo revoked and/or a fine imposed.
- 6) Unit Transfer (applicable after a bona-fide offer has been accepted)
- a. If a unit entrance lock is not the keyed to master building lock, Then the unit entrance lock is required to be changed to the existing master key system. Contact the Board of Managers, Condominium Services Company, or Property Superintendent for the appropriate conversion instructions upon unit transfer (closing).
 - b. Parking spaces are common element and are not conveyed or transferred with the unit, but are assigned by the Board of Managers. However,
 - i. Should more than one parking space be assigned to a two or three bedroom unit, on the execution date of the unit transfer agreement, then no more than one additional space may be immediately assigned to the new owner, upon transfer (closing), pending receipt of the Vehicle Registration Form and associated information.
 - ii. Should more than one parking space be assigned to a studio or one bedroom unit, and no open/active parking space requests are on file on the execution date of the unit transfer agreement, then no more than one additional space may be immediately assigned to the new owner, upon transfer (closing), pending receipt of the Vehicle Registration Form and associated information.
 - c. Storage areas are common element and are not conveyed or transferred with the unit, but are assigned by the Board of Managers. Any items stored on-site associated with the unit being transferred, must be removed prior to the transfer (closing), unless it was otherwise agreed upon and authorized by the Board of Managers.
 - d. Contact the Board of Managers or Condominium Services Company, as early as possible, preferably before contract execution, for the application process, instructions, additional information, and clarifications required and contained in separate policy documents for the seller and purchaser.
- 7) Points of Interest
- a. Declaration Stated House Rules Amendment Process
 - i. Any of these House Rules may be amended, modified, added to, or repealed at any time by Resolution of the Board.
 1. Additionally, any such Resolution may be conditional in nature
 - ii. Any House Rule amendment, modification, addition, or deletion may be over ruled by a vote of at least Two-Thirds (2/3) of all Unit Owners in number and common interest.

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- iii. If a Unit Owner wishes the Board consider revision of, addition to, or removal of information contained in this document, the Board will review such requests as long the request is submitted in writing at least Fourteen (14) calendar days before the monthly meeting you wish to have the request formally read and recorded.
 - 1. Ensure the written request contains all the information necessary to clearly convey the reasons for the request.
 - 2. The Board will render its decision within Ninety (90) calendar days after the request was formally read and recorded at the Board meeting.
- b. Declaration Stated Maximum Unit Occupancy
 - i. No more than two (2) persons permanently residing in a Studio Unit
 - ii. No more than two (2) persons permanently residing in a One (1) Bedroom Unit
 - iii. No more than four (4) persons permanently residing in a Two (2) Bedroom Unit
 - iv. No more than six (6) persons permanently residing in a Three (3) Bedroom Unit
 - v. Children under twelve (12) years of age are excluded
 - vi. Any area under seven and one-half feet (7' 6") at its highest point will not be counted as a bedroom for the purpose of determining maximum occupancy
- c. Real Property Law, Article 9-B, Section 339-y, SEPARATE TAXATION (Summarized Key Points)
 - i. In no event shall the aggregate of the tax assessment of all the units plus their common elements exceed the total valuation of the property as if the property were assessed as a parcel.
 - ii. On every tax assessment roll with a taxable status date on or after the effective date of the Condo Declaration filed, the assessor shall enter each unit and determine the appropriate valuation based upon the unit and associated common element.
 - iii. The Board may act as an agent of each Unit Owner who has given his/her written authorization to seek administrative and judicial review of a tax assessment made on his/her unit and common element.
 - iv. The Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners appropriately for expenses, disbursements, and legal fees.
- d. Real Property Law, Article 9-B, Section 339-z, LIEN FOR COMMON CHARGES (Summarized Key Points)
 - i. The Board shall have a lien on each unit for unpaid common element, assessments, expenses, fees, fines, and legal costs together with interest
 - ii. The lien shall be prior to all other liens except those for tax assessments, first mortgage of record, or those held by other New York State entities.
 - iii. The lien shall be paid by the Unit Owner out of sale proceeds or the unit purchaser at the time of the sale.
- e. Real Property Law, Article 9-B, Section 339-kk, RENTS (Summarized Key Points)
 - i. If a Unit Owner fails to make common element payments within sixty (60) days of the grace period expiration, then all rental payments from the non-owner occupant(s) shall be directly payable to the Condo until all common element charges are made current.
 - ii. The Board shall provide written notice to the Unit Owner and the non-owner occupant(s) that commencing immediately, until all common charges are made current; all rental payments are to be made to the Condo.

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- iii. Payment by a resident(s) to the Condo made in connection with this law shall relieve that non-owner occupant(s) from the obligation to pay rent to the Unit Owner and shall be an absolute defense.
- f. Resolution Revision Summary
 - i. 03/23/1989 – Document created, Resolved by the Original Sponsor (Woods Brooke Loretto Associates), and documented in effect on November 8th, 1989
 - ii. 07/16/2004 – Document revised, Resolved by the Company (Villa At Peekskill, LLC), and documented in effect on March 1st, 2005
 - iii. 09/27/2007 – Document revised, Resolved by the Board, and documented in effect on December 1st, 2007.
 - iv. 04/05/2022 – Document revised, Resolved by the Board, and documented in effect on June 1st, 2022

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ATTACHMENT I

Repair Responsibility Division

Item Requiring Repair	Condo	Owner	Notes
Air Handler, Blower		X	
Air Handler, Coils		X	
Air Handler, Compressor		X	
Air Handler, Controls		X	
Air Handler, Water Distribution in Unit		X	Defined as: All the plumbing and valves within the confines of the unit.
Air Handler, Water Supply to Unit	X		Defined as: All the plumbing upstream of the air handler not confines within the confines of the unit
Appliances in Unit		X	
Alarm System in Unit		X	
Cable/Phone Feed to Unit	X		
Cable/Phone Distribution in Unit		X	
Carbon Monoxide Detector in Unit		X	This may be purchased from the Condo
Ceiling		X	
Door Chime	X		If the Door Chime has been replaced by the Unit Owner, Then its care, repair, and future replacement becomes responsibility of the Unit Owner.
Door, Exterior Unit Entry		X	
Door, Interior Unit Room		X	
Drainage Distribution in Unit		X	Sinks, Tub, Shower, Toilet, etc... drains and lines in the unit before they connect to common drains
Drainage from Unit	X		Common drain lines are downstream of where drainage from the unit connects (typically located outside the confines of the unit).
Drainage Protection		X	Blockers, strainers, or screens required to prevent a buildup of matter and/or other foreign objects in the common drain lines that originate from the unit
Electric Distribution in Unit		X	Defined as: All the electrical wiring in the unit including the breaker panel
Electric Supply to Unit	X		Defined as: All the electrical wiring and components upstream of the breaker panel
Exterminator	X		
Flooring, Covering		X	
Flooring, Supporting Beams/Structure	X		
Foundation	X		
Hot Water Heater Repair/Replacement		X	

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Item Requiring Repair	Condo	Owner	Notes
Hot Water Heater Leak Detector		X	
Intercom Box in Unit		X	
Intercom Feed to Unit	X		
Landscaping	X		
Mail Receiving Box	X		
Mail Receiving Box Lock/Key		X	
Parking Space, Lines/Numbers	X		
Parking Space, Repair	X		
Potable Plumbing, Water Distribution in Unit		X	Defined as: All the plumbing downstream of the unit isolation valve & the valve itself
Potable Plumbing, Water Supply to Unit	X		Defined as: All the plumbing upstream of the unit isolation valve
Road Maintenance	X		
Roof	X		
Sewer	X		
Skylight, Cleaning	X		
Skylight, Complete Replacement		X	
Skylight, Exterior Painting/Sealing	X		
Skylight, Interior Painting/Sealing		X	
Smoke Detector in Unit		X	
Snow Removal, Parking Space		X	
Snow Removal, Parking Access	X		
Snow Removal, Road	X		
Snow Removal, Sidewalks	X		
Sprinkler Piping/Sprinklers in Unit	X		
Walls, Exterior	X		
Walls, Interior		X	
Washer/Dryer, Unit		X	Water/Sewage surcharge fee is applicable
Washer/Dryer, Condo	X		
Window, Cleaning		X	
Window, Complete Replacement		X	
Window, Exterior Painting/Sealing	X		
Window, Glass Replacement/Repair		X	
Window, Screens Replacement/Repair		X	
Window, Interior Painting/Sealing		X	