

## **Schedule A To By-Laws**

### **Rules and Regulations for Condominium**

1. No part of the Property shall be used for any purpose except housing and the related purposes for which the Property was designed. For violations see List C under the Schedule of Fines at the end of this document.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Managers except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws. For violations see List B under the Schedule of Fines at the end of this document.
3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the Buildings or contents thereof applicable for residential use (or permitted professional purposes) without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any of the Buildings or contents thereof or which would be in violation of any law. No waste shall be committed in the Common Elements. For violations see List A under the Schedule of Fines at the end of this document.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building, and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior written consent of the Board of Managers. For violations see List A under the Schedule of Fines at the end of this document.
5. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets, not to exceed two per unit, may be kept in Units, subject to the 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 subject to these restrictions upon three (3) days' written notice from the Board of Managers. In no event shall any pet be permitted in any portion of the Common Elements unless carried or on a leash, or in any grass or garden plot under any circumstance. Dogs may only be walked in areas specifically designated as dog walking areas and all persons walking dogs in such areas must clean up after their animals. Dog waste must be deposited in garbage receptacles. For violations see List B under the Schedule of Fines at the end of this document.
6. No noxious or offensive activity 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 annoyance or nuisance to the other Unit Owners or occupants. For violations see List A under the Schedule of Fines at the end of this document.
7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural

integrity of any Buildings or which would structurally change any of the Buildings. For violations see List C under the Schedule of Fines at the end of this document.

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. For violations see List A under the Schedule of Fines at the end of this document.
9. Bulk items such as appliances, furniture or carpeting shall not be placed in garbage dumpsters. Residents must make their own arrangements for the removal of bulk items. For violations see List C under the Schedule of Fines at the end of this document.
10. Except in recreational or storage areas designated as such by the Board of Managers, there shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that garages, terraces and balconies may be used for their intended purposes. There shall be no lounging or public gathering on the common area including steps, lawns, parking lots and walkways. Storage by Unit Owners in areas designated by the Board of Managers shall be at the Unit Owner's risk. For violations see List A under the Schedule of Fines at the end of this document.
11. Except to the extent permitted by law, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Property nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays 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 sponsor and the Board of Managers to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units and the right is given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. For violations see List A under the Schedule of Fines at the end of this document.
12. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Board of Managers. For violations see List B under the Schedule of Fines at the end of this document.
13. No public hall of any Building shall be decorated or furnished by any Unit Owner in any manner without prior written consent of the Board of Managers. For violations see List A under the Schedule of Fines at the end of this document.
14. Each Unit Owner 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, windows, terraces or balconies thereof, any dirt or other substance. For violations see List A under the Schedule of Fines at the end of this document.
15. 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. For violations see List B under the Schedule of Fines at the end of this document.

16. The agents of the Board of Managers or the managing agent, and any contractor or workmen authorized by the Board of Managers or the managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. For violations see List A under the Schedule of Fines at the end of this document.
17. 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 of Managers.
18. No garbage cans shall be placed in the halls or on the staircase landings, nor shall anything be hung from outside of the windows, terraces or balconies or placed upon the windowsills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces. For violations see List A under the Schedule of Fines at the end of this document.
19. No washing of automobiles shall take place on any portion of the Property nor shall the parking area be used for any purpose other than to park automobiles excluding, specifically, trucks, commercial vehicles or trailers. For violations see List A under the Schedule of Fines at the end of this document.
20. No terrace or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Managers. For violations see List A under the Schedule of Fines at the end of this document.
21. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or storage bin any flammable, combustible or explosive fluid, material, chemical or substance. For violations see List A under the Schedule of Fines at the end of this document.
22. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to any employee of the Board of Managers, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
23. Draperies, blinds or curtains must be installed by each Unit Owner on all windows of his or her Unit and must be maintained in said windows at all times. For violations see List A under the Schedule of Fines at the end of this document.
24. Removal of recyclables from the garbage shed by any un-authorized person(s) is strictly prohibited. For violations see List A under the Schedule of Fines at the end of this document.
25. Smoking in hallways crawl spaces or any interior common element shall be prohibited. Discarding of

cigarette butts or other smoking materials on any common element limited or otherwise shall be prohibited. For violations see List B under the Schedule of Fines at the end of this document.

26. Grills including propane, charcoal and electric are not permitted to be stored or used on decks, steps, walkways, parking lots, grass or any other common element. For violations see List B under the Schedule of Fines at the end of this document.
27. Fireplaces that will be used must be professionally cleaned and inspected annually and proof of the inspection must be submitted to Board of Managers. If the fireplace will not be used a note verifying that the fireplace is not going to be used must be submitted each year. If the receipt for cleaning and inspection or note verifying fireplace is not being used is not submitted by the due date a fine of \$5 per day will be levied until such time as the receipt is submitted.
28. Commercial vehicles and unregistered passenger cars may not be stored on MVE II property. Violations include fines (see List A under the Schedule of Fines at the end of this document) and are subject to towing at the unit owner's expense. Cars not moved from a spot within 30 days are considered stored and are subject to towing.
29. The snow emergency period is declared from November 15 - April 15. In order to allow for proper snow removal from parking lots, all vehicles must be cleared of snow and removed from their original parking spaces within 6 hours following a storm. Failure to comply will result in the towing of the vehicle at the Unit owner's expense. Any vehicle parked in areas designated and marked as "Snow Emergency Areas" will be towed. Residents planning to be away during the winter season and not taking their car must make arrangements to have their car cleaned and moved to a plowed spot in the event of a snow storm.
30. The Common Charge is due on the 1<sup>st</sup> of each month. A fine of \$20 will be charged for any payment received after the 15<sup>th</sup> of the month. If common charges are not paid in full, including the current month, pool privileges will be suspended until paid in full, including late fees and attorney fees. The common charge collection policy is as follows: 1) 30 days late - a statement of your account will be sent to you by the board of managers; 2) 60 days late – a letter from our attorney will be sent giving you 30 days to bring your account current; 3) 90 days late – a letter from the attorney will be sent giving you 10 days to bring your account current or the cars of those living in your condominium unit will be towed at the unit owners' or condominium lessee's expense, if applicable.
31. Each Unit Owner whose Unit **does not have** the use of a garage is entitled to one storage bin only. All storage bins are assigned by the Board of Managers. For violations see List A under the Schedule of Fines at the end of this document.
32. Garage's and storage bins may only be rented to person's living in the Mountainview Condominium complex. Proof of residency will be required along with a lease agreement. For violations see List A under the Schedule of Fines at the end of this document.
33. Dryer vents must be cleaned every two years by a licensed and insured contractor. The dryer vent must be cleaned from the inside through to the outside of the building. The board of managers will send a communication will be sent every two years giving a due date as to when the dryer vent must cleaned. If a receipt for the dryer vent cleaning is not submitted by the due date a fine of \$5 per day will be levied until such time as the receipt is submitted.

- 34. Garage sales are prohibited on Phase II property unless the unit owner receives the written consent from the Board of Managers. For violations see List B under the Schedule of Fines at the end of this document.
- 35. All rental units must be in compliance with the rental procedures outlined by the Board of Managers. For violations see List A under the Schedule of Fines at the end of this document.
- 36. New Purchasers must own their Units for two (2) years before being eligible to rent their Units.

**Schedule of Fines**

**List A:**

- First offense: Warning
- Second offense: \$10
- Third offense: \$20
- Fourth offense: \$30
- Eighth offense and above: \$50

**List B:**

- First offense: Warning
- Second offense: \$25
- Third offense and above: \$50

**List C:**

- First offense and above: \$50, no warning