RULES AND REGULATIONS

RULE NO. ONE Adopted September 1, 1975

Re-adopted and renumbered October 14, 1980 Re-adopted and renumbered July 27, 1992

Re-adopted March 15, 2000 Re-adopted March 23, 2005

Units Intended Only For Residential Use

All units shall be occupied strictly for residential use only.

RULE NO, TWO Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992

Re-adopted and revised March 15, 2000

Re-adopted March 23, 2005

Freedom of Passage

Sidewalks, entrances, passages, courts, public halls, corridors and stairways of the buildings of the condominium shall be kept free of all articles or debris at all times, shall not be used for storage and shall not be obstructed or used for purposes other than for passage to and from the Units.

No article, package or other material shall be placed, stored or kept in any halls or on any of the staircases or landings. No fire exit shall be obstructed in any manner.

Bicycles, scooters and similar vehicles shall be taken into or from any Building only through the entrance designated by the Board of Managers for that purpose. No baby carriages, shopping carts, garbage bags, newspapers or any of the above mentioned articles shall be allowed to stand in the public halls or other public areas or terraces of any Building.



RULE NO. THREE Adop

Adopted September 1, 1975 Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992

Re-adopted March 15, 2000 Re-adopted March 23, 2005

Restriction from Play in Public Areas

Children shall not play in the public halls or any other public areas of any Building, or on any of the exterior landscaped areas.

RULE NO. FOUR Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992

Re-adopted March 15, 2000 Re-adopted March 23, 2005

Maintenance of Units

Unit owners shall keep their units in a good state of preservation, repair and cleanliness, and shall not sweep or throw any dirt or other substance or permit any such substance to be swept or thrown from the doors, windows or terraces thereof.

In addition, nothing shall be hung or shaken from the doors, terraces or windows or placed upon the window sills of any Building.

RULE NO. FIVE Adopted September 1, 1975

Re-adopted and renumbered October 14, 1980 Re-adopted, revised and renumbered July 27, 1992

Re-adopted and revised March 15, 2000

Re-adopted March 23, 2005

Amended and Re-adopted May 28, 2009

Maintenance of Terraces

For all Units having terraces, such terraces shall be kept free of all objects, except at such times as the terraces are physically occupied by the Unit Owners or their families or guests. No objects may be maintained on the terraces at any time which in any way might constitute a hazard and it shall be the duty of the Unit Owner to keep the surfaces of the terrace clean and in good repair.

Terraces are a common area, to the extent that they are owned by the Condominium and leased to the unit owners who have them.

Because the Condominium owns and leases the terraces, it is the responsibility of the Condominium to make any repairs to the terraces, when needed. It is the responsibility of the Board of Managers to examine and determine when and if a terrace needs to be repaired, restained, renovated or replaced.



It is also the responsibility of the Board of Managers to determine if a terrace has been abused or misused. If matting has been left on the terrace during the winter months and has damaged the surface of the terrace, then the cost of the repair will be billed to the unit owner.

It should be brought to the attention of the Board of Managers when and if there is a problem with the terrace, but it is the Board of Managers who will determine if a repair is to be made. The determination of the Board of Managers as to the state of a terrace, or the need and extent of repairs, shall be final.

No exterior blinds, shades or other window covering is to be affixed to the exterior sliding glass doors on any terrace.

Any privacy fencing used to cover terrace railings must be approved by the Board of Managers before installation and must meet uniform guidelines set forth by the Board of Managers.

Any lower terrace that has altered the Condominium railing for means of additional entrance and egress to the terrace must have an appropriate step/stair based on current building code installed by a Condominium approved vendor, or Condominium's own vendor, and the Unit Owner agrees to pay the cost for building of the step and it's subsequent maintenance. Any Unit Owner not conforming to these guidelines will be required to retro-fit the railing to it's original closed state at the Unit Owner's own cost.

Adopted September 1, 1975 RULE NO. SIX

Re-adopted and renumbered October 14, 1980 Re-adopted, revised and renumbered July 27, 1992 Re-adopted, revised & renumbered March 15, 2000

Re-adopted March 23, 2005

Amended and Re-adopted November 6, 2007.

Outdoor Grills and Fuels

The use of Grills, of any type, whether charcoal, gas or electric, on Condominium Terraces or anywhere on Condominium Property is strictly prohibited and determined to be unsafe and an imminent danger to Condominium Residents. Further, it is against the Clarkstown fire code. Consequently, the storage or use of Grills, of any type, on Condominium Terraces and Property is strictly prohibited.

RULE NO. SEVEN Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992

Re-adopted March 15, 2000 Re-adopted March 23, 2005

Amended and Re-adopted May 28, 2009

Awnings, Window Guards and Aerials or Signs

No awnings or window guards shall be used in or about any Unit, unless prior, written approval has been granted, by the Board of Managers.



In addition, no radio or television aerial (including satellite dishes) shall be attached to or hung from the exterior of any Building, nor shall anything be projected from any window, and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window, terrace or other part of any Building, *unless prior*, written approval has been granted by the Board of Managers.

Installation of any satellite dishes is only permitted on the roof of the building with concealed wiring and is subject to written approval and citing of the Board of Managers along with submission of appropriate waivers of liability.

Board approved installation of any satellite dish is at the expense of the Unit Owner. Maintenance of all equipment is at the expense of the Unit Owner. Removal and/or replacement costs is at the expense of the Unit Owner. Any damage done to the roof of any building as a result of installation, maintenance, use or removal of a satellite dish will be at the sole expense of the Unit Owner. Upon sale of a unit, ownership and liability for removal, repair and any damage caused by a satellite dish shall transfer to the subsequent Unit Owner. Both the seller and purchaser of a unit shall execute any documentation required by the Board evidencing such liability.

RULE NO. EIGHT

Adopted September 1, 1975 Re-adopted October 14, 1980 Re-adopted, revised and renumbered July 27, 1992 Re-adopted March 15, 2000 Re-adopted March 23, 2005

Appliances

No ventilator, air conditioning unit, washing machine or other appliance shall be installed in any Unit, unless prior, written approval has been granted by the Board of Managers, as to the type, location and manner of installation of such appliance. Such approval may be granted or refused in the sole discretion of the Board of Managers, for such term and period of time, as they may in their sole discretion deem necessary or appropriate. Each Unit Owner shall keep any such approved appliance, which protrudes from the window of the Unit in good appearance and mechanical repair.

No Unit Owner shall permit any such approved appliance to leak condensation, or to make any noise which may disturb or interfere with the tranquility, rights, comforts or conveniences of any other occupancy of the Building. If any approved appliance which protrudes from the window of the Unit shall become rusty or discolored, the Unit Owner shall have it painted in a good and workmanlike manner in the standard color selected by the Board of Managers for the Building. If the Unit Owner shall fail to keep such approved appliances in good order and repair and properly painted, the Board of Managers, in their discretion, may remove such appliance from the window, charging the cost of removal to the Unit Owner, and the appliance shall not be replaced until it has been put in proper condition, and only with the further written consent of the Board of Managers.

NORMANDY VILLAGE 1 CONDOMINIUM

23 Normandy Village, Nanuet, NY 10954

RULE NO. NINE

Adopted September 1, 1975 Re-adopted October 14, 1980 Re-adopted, revised and renumbered July 27, 1992 Re-adopted March 15, 2000 Re-adopted March 23, 2005

Electrical Equipment

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 all other public or municipal 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 h such Unit Owner's Unit.

RULE NO. TEN

Adopted September 1, 1975 Re-adopted October 14, 1980 Re-adopted, revised and renumbered July 27, 1992 Re-adopted March 15, 2000 Re-adopted March 23, 2005 Amended and Re-adopted May 28, 2009 Adopted on May 31, 2012

Prohibition against Disturbing Noise or Obnoxious Conduct

No Unit Owner shall make or permit any disturbing noises in any Building, or do or allow any conduct to occur or permit anything to be done, which will interfere with the tranquility, rights, comforts or conveniences of other Unit Owners. *For example, but not in limitation to,* no Unit Owner shall play upon or allow to be played any musical instrument, or operate or permit to be operated a phonograph, radio, television set or loud volume speaker in such Owner's Unit, in a manner which shall disturb or annoy other occupants of the building.

Smoking is not permitted in any interior common area of our buildings – including hallways, stairwells, basements or laundry rooms.

Smoking is not permitted on decks or terraces.

Unit Owners and/or their guests who smoke must do so within the confines of the Owner's own Unit only, and that Owner must keep their door(s) leading to any common areas within the building closed at all times.

Unit Owners and/or their guests who smoke are required to have appropriate ventilation as well as functioning smoke detectors inside their units which will be subject to inspection by our property management periodically.

No person shall smoke on the grounds of Normandy Village 1 Condominium in a manner that disturbs the peace and tranquility of the Unit Owners. When smoking outside a building, persons shall situate themselves at least twenty-five feet from a building and shall take all reasonable steps to prevent smoke from entering through the doors, windows or vents of a building.



RULE NO. ELEVEN

Adopted September 1, 1975 Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992 Re-adopted, revised & re-numbered March 15, 2000

Re-adopted March 23, 2005

Amended and Re-adopted May 28, 2009

Prohibition against Dumping or Loitering

All refuse shall be deposited in dumpsites maintained on the premises, and no part of the common elements, including the parking areas, shall be littered in any way. In no instance or circumstance shall refuse or excessive debris be left or stored outside a Dumpster. Any such refuse including, but not limited to, discarded refrigerators, furniture, kitchen and bathroom appliances or any other such item, shall not be left outside dumpsters, but shall be hauled away and/or completely removed from Condominium property. It is the responsibility of each unit owner to pay the cost of such removal and disposal of any such item. If a unit owner fails to remove any such item, it will be removed by the Condominium and the cost billed to the Unit Owner. Cardboard boxes must be cut at the corners and placed inside the dumpster.

Recycling bins are provided separately for newspapers and plastic/glass/tin. These items must be placed inside the appropriate recycling container.

No household garbage is to be left in garbage cans in laundry rooms.

RULE NO. TWELVE

Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised & renumbered July 27, 1992 Re-adopted, revised & renumbered Mar 15, 2000

Re-adopted March 23, 2005

Amended and Re-adopted January 26, 2012 Amended and Re-adopted September 27, 2012

Maintenance of Bathrooms, Sinks, Water Apparatus and Thermostats/Zone Valves

Commodes, sinks, tubs and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were designed. No sweepings, rubbish, rags or any other article shall be thrown into the same. Any

damage resulting from the misuse of same in a Unit shall be the sole responsibility of and shall be repaired and paid for by the Owner of such Unit.

Grease, coffee grounds or any other inappropriate substance shall not be deposited into sinks or toilets. Any plumbing work performed as a result of a substance improperly disposed of shall be at the sole responsibility and cost of the unit owner.

Unit Owners shall be solely responsible for any maintenance, cleanout and/or "snaking" of sewer lines that are directly connected to the unit.



Notwithstanding any rule or language to the contrary, Unit Owners shall be responsible for the maintenance, repair and/or replacement of bathroom diverters or a similar appliances for the shower body and/or valves that performs the same function.

Unit Owners shall be responsible for the maintenance, repair and/or replacement of all thermostats, zone valves or similar appliance that performs the same function.

RULE NO. THIRTEEN Adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992

Re-adopted and renumbered March 15, 2000

Re-adopted March 23, 2005

Dangerous Conditions or Emergencies

Should a dangerous condition and/or breach or violation of the conditions and requirements of the by-laws or the Rules and Regulations of the Condominium be determined to exist, the Board of Managers and/or any agent, contractor or workman authorized by the Board of Managers may enter any room or Unit in the Buildings at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of such breach, violation, and/or threatening or dangerous condition, or for the presence of any vermin, insects or other pests for the purpose of removing such violation and/or threatening or dangerous condition or of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

RULE NO. FOURTEEN Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992

Re-adopted and renumbered March 15, 2000

Re-adopted March 23, 2005

Re-adopted and revised December 18, 2007

Amended and Re-adopted January 26, 2012

Responsibility for Access to Units

Unit owners shall give an emergency contact number to the Board of a trusted friend or family member that will retain a key(s) to the unit in case of any emergency. If the unit owner so chooses they may leave a key with the Board of Managers to be used in case of an emergency and by doing so holds the Board harmless should the Board or an agent of the Board utilize the key under reasonable suspicion of an emergency.

Upon advanced notice when possible, Unit Owners must provide access, within a reasonable amount of time, to the board of managers and any agents acting on their behalf for maintenance and/or repair of any common areas or services.

NORMANDY VILLAGE 1 CONDOMINIUM

23 Normandy Village, Nanuet, NY 10954

RULE NO. FIFTEEN

Adopted September 1, 1975
Re-adopted October 14, 1980
Re-adopted, revised and renumbered July 27, 1992
Re-adopted and renumbered March 15, 2000
Re-adopted March 23, 2005
Amended and Re-adopted September 27, 2007
Amended and Re-adopted May 22, 2008
Adopted on May 31, 2012
Re-adopted and revised September 27, 2012
Re-adopted and revised September 23, 2014

Parking Lots

Violation of the parking rules described below shall result in the issuance of "warning stickers," fines, and/or towing at the vehicle owner's expense.

Parking lots are restricted to the convenient day-to-day storage of the vehicles of Unit Owners and shall not be utilized or devoted to any commercial purposes. Unit Owners and their guests shall park in designated spots, within the lines, and in a manner consistent with the striping and parking signs of the condominium. No unit owner or guest shall park a vehicle in a manner that takes up more than one spot or in a manner that impedes the ability of other unit owners or guests to utilize an adjacent spot or gain access to a building. No unit owner or guest shall park in any other areas other than designated spots.

All vehicles parked in parking spots adjacent to a building must be parked "front end first" with the front wheels to the curb.

The parking lots shall not be utilized for extended storage of vehicles. Any vehicle kept or found on the property that is without a valid, current license plate and/or registration shall be removed from the property by the Board of Managers and the expense thereof shall be charged to the Unit Owner or other individual having control of such vehicle.

Trailers, RV's, boats, buses and commercial vehicles not used for daily operation and all other vehicles not generally used for daily operation are prohibited from being parked on the Condominium premises. In order to park a commercial vehicle, that is a unit owner's primary vehicle, application must be made to the Board of Manager's, who may direct the manner, method and location for parking of said vehicle in a manner that protects unit owners and residents. Parking of any vehicle over 10,000 lbs is prohibited unless in the sole discretion of the Board a suitable parking area and/or method is available. Upon written request to the Board of Managers, the Board of Managers may, in their sole discretion, grant temporary parking privileges to a vehicle prohibited by this rule provided a determination is made that the vehicle does not impede the quiet enjoyment of the residents and is parked in an unobtrusive parking spot.

Residents are required to register all vehicles with the Board of Managers and the property management firm of Record, and will be issued rear view mirror tags to identify resident vehicles. Tags must be visible at all times when parked on property. Resident parking spaces are limited for properly registered resident vehicles only. All guests must park in visitor spaces. Both resident and Visitors Parking availability remains on a first-come, first-serve basis and spots cannot be designated or reserved.



Guests of Unit Owners/residents who need to park on property for longer than a 24-hour period must obtain, in advance, a temporary "guest" parking tag from the Board of Managers of the property management firm of record, for the extent of time parked. Any car not registered, or found to be parked for any extended periods on Condominium property without appropriate "resident" or "guest" identification will be stickered and subject to towing at the owners expense.

No parking zones for snow emergency and removal have been designated during winter months.

RULE NO. SIXTEEN Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992

Re-adopted and renumbered March 15, 2000

Re-adopted March 23, 2005

Washers and Dryers

Washers and Dryers in the laundry rooms assigned to Condominium buildings shall be used in such manner and at such times as the Board of Managers may direct. Clothing and other articles shall not be dried or aired on the roof of any building or on terraces. Nor shall any lines, cloths, clothing, curtains, rugs or mops be shaken or hung from or on any of the windows, doors or terraces.

RULE NO. SEVENTEEN Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992 Re-adopted, revised & renumbered March 15, 2000

Re-adopted March 23, 2005

Access to Roofs or Attics

Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not, at any time, for any reason whatsoever, enter upon or attempt to enter upon the roof or attic of any building, without obtaining prior, written permission from the Board of Managers.

RULE NO. EIGHTEEN Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992 Re-adopted, revised & renumbered March 15, 2000

Re-adopted March 23, 2005

Prohibition against Combustible or Explosive substances

No Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit, or on any terrace, or in any basement storage area, any flammable, combustible or explosive fluid, material, chemical or substance.



RULE NO. NINETEEN Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992

Re-adopted and renumbered March 15, 2000

Re-adopted March 23, 2005

Requirement for Carpeting of Units

Unit Owners shall at all times keep the floors of their units covered with rugs, carpets, matting or similar materials to prevent noise. At least seventy (70%) percent of the floor space of the Unit, excluding kitchen and bathroom areas, shall be so covered and such coverage is required within ninety (90) days after taking Possession of the unit.

RULE NO. TWENTY Adopted September 1, 1975

Re-adopted and renumbered October 14, 1989 Re-adopted, revised and renumbered July 27, 1992 Re-adopted and renumbered March 15, 2000

Re-adopted March 23, 2005

Prohibition against Shopping Carts

Supermarket shopping carts are not be brought onto or left on Condominium property.

Violation of this Rule will result in a mandatory assessment of Fifty (\$50.00) Dollars to be added to the next Monthly Common Charges of the violating Unit Owner or Occupant thereof for the first offense and One Hundred (\$100.00) Dollars for each subsequent offense.

RULE NO. TWENTY-ONE Adopted September 1, 1975

Re-adopted October 14, 1980

Re-adopted, revised & renumbered July 27, 1992 Re-adopted and renumbered March 15, 2000

Re-adopted March 23, 2005

Prohibition against Dogs

No dogs shall be permitted, kept or harbored in any Building.



RULE NO. TWENTY-TWO

Adopted September 1, 1975 Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992 Re-adopted, revised & renumbered March 15, 2000

Re-adopted March 23, 2005

Building Representative and the manner for reporting complaints

Complaints concerning the condition of or the service to any building shall be made in writing to the Board of Managers, through the designated Building Representative for each building.

RULE NO TWENTY-THREE

Adopted September 1, 1975 Re-adopted October 14, 1980

Re-adopted, revised and renumbered July 27, 1992 Re-adopted, revised & renumbered March 15, 2000

Re-adopted March 23, 2005

Re-adopted and revised November 6, 2007 Amended and Re-adopted May 28, 2009 Amended and Re-adopted August 10, 2010 Amended and Re-adopted September 23, 2014

Storage

Storage bins shall be assigned by the Board of Managers <u>only</u>. Exchanging of, or moving from one bin to another is prohibited. The Condominium is not responsible for any items stored in bins, should water, fire, theft or other cause damage them. All such storing is at the sole risk of the Unit Owner.

The Board of Managers shall have the sole authority, in their sole discretion to, from time to time, curtail or relocate any space devoted to storage, service or other purposes in the basement of any building of the Condominium or any other portion of the common areas.

Whenever a unit is sold, any bins used by the former owner must be cleaned out and turned over to the Board before a refund of any moneys held in escrow will be returned to the former Unit Owner.

New owners will be assigned a bin by the Board <u>only</u> and that bin will not necessarily be the same bin assigned to the previous Owner.

Entitlement of Bins includes one bin per Unit Owner in the nearest/most convenient basement to their building as is available. In no case shall more than two bins be utilized by all persons occupying a Unit

Unit Owners who currently occupy more than two bins (as of the re-adoption of this rule) shall be permitted to continue occupation of the additional bin(s) up to a maximum of four (4) bins.

Each additional bin is subject to a \$20 monthly assessment, payable in full on an annual basis at the beginning of each calendar year, beginning January 1, 2011.



The usage of additional bins, and any fees paid, shall neither be refundable nor pass to a subsequent owner upon sale of a Unit.

Storage of all items is limited to the space within a unit owner's assigned bin. Under no circumstances should any items be stored outside the bin or in any common areas of the basement or building. Unit owners are also responsible for the proper disposal of any storage bin items. Failure to abide by these rules will result in a fine levied against the unit owner pursuant to these rule twenty six of these rules and regulations.

RULE NO TWENTY-FOUR

Adopted January 23, 1979
Re-adopted and re-numbered October 14, 1980
Re-adopted and revised January 24, 1984
Re-adopted and revised May 19, 1988
Re-adopted and revised February 5, 1992
Re-adopted, revised and renumbered July 27, 1992
Re-adopted and revised September 18, 1995
Re-adopted and revised January 21, 1999
Re-adopted, revised & renumbered March 15, 2000
Re-adopted, revised & renumbered March 23, 2005
Re-adopted and revised October 23, 2008
Re-adopted and revised March 4, 2010
Re-adopted and revised March 25, 2010
Re-adopted and revised September 10, 2010
Re-adopted and revised August 18, 2011

Procedures for Leasing a Unit

Article VII of the By-Laws and this Rule 24 of the Rules and Regulations of Normandy Village 1 Condominium impose restrictions and requirements on any Unit Owner(s) who wishes to lease his or her Unit, which include the following:

A Unit <u>cannot be leased</u>, and no Consent to Rental will be issued, unless all Common Charges, Late Fees, Charges, Special Assessments, Fees incidental to rental and/or liens against the Unit <u>have been paid in full</u>.

The Unit Owner s) must notify the Board of Managers of the impending rental not less than thirty-five (35) days before the commencement date of the proposed Lease and offer to Lease the Unit to the Board of Managers, on the same terms and conditions as those of the proposed transaction and also request the Board to either exercise or waive its option to lease the Unit.

The Board will then either exercise its Right of First Rental and Lease the Unit or, in the alternative, will decline that Right and issue a Consent to Rental to the Unit Owner(s) approving and permitting the Leasing of the Unit.

In addition the Board of Managers of Normandy Village 1 Condominium vested with power to act on behalf of the best interests of all Unit Owners, has determined that Unit Owner



interest, participation and involvement is an essential ingredient to the success of the Board in its effort, and to the continuing betterment of the Condominium as a whole, and that Unit Owner involvement is most promoted and accomplished where owners of Condominium Units also reside within the Condominium.

Consequently, this Rule 24 is adopted and the following procedures shall be observed in all instances to ensure the proper administration of proposed rentals.

DEFINITIONS

For the purposes of implementing this Rule, the Board has adopted the following classifications of Unit Ownership and Method of Application:

Class 1: Owner Occupied: An "owner occupied" unit is a Condominium Unit owned and occupied by a Resident Unit Owner. A resident unit owner is a person who owns a unit and also maintains their residence in said unit.

- a. Moreover, "Owner occupied" shall also include the fee owner's, wife, mother, father, sister, brother, child, mother-in law, father in-law, sister in-law, brother in-law, grandchild.
- b. In the event possession/residence is claimed under subparagraph "a" of this section the Unit owner shall not be permitted any commercial gains or losses as a result of the expanded definition of "Owner Occupied" contained in paragraph "a". Failure to abide by the terms of this paragraph will result in the re-classification of the unit to a Class 2 occupancy.

Class 2.

Non-Owner Occupied - A "Non-Owner Occupied Unit" is a Condominium Unit, which is owned by a titled Owner who does not occupy the Unit and does not meet the expanded definition(s) of Class 1 paragraph "A"; and/or has remuneration or commercial gains or losses from tenancy of this unit.

RESTRICTIONS ON COMMERCIAL OCCUPATION OF UNITS

In keeping with the Board's charge to vigilantly and best promote the interests of all Condominium Owners (Residents) and the Condominium as a whole, the number of Condominium Units that may, at any one time, be maintained as Non-Owner Occupied, shall not exceed 9 Units.

This calculation is based upon a formula to insure that at all times not less than ninety-two percent (92%) of Condominium Units will be Owner Occupied.

This number and percentage is based upon the rationale set forth above and the Board's experience that the proper and continuing maintenance and activity of the Condominium mandates and requires the participation of Unit Owners as set forth and therefore, Non-



Owner Occupation shall not exceed the percentage indicated.

For the purposes of this Rule and the computation of the eight percent (8%) (9 in actual number) of Units which may remain Non-Owner Occupied Class 2, that occupation shall be calculated upon those Units which consist solely of Non-Owner Occupied Class 2 Units.

Unit Owners who wish to rent their unit for the first time after the August 18, 2011 amendment to this rule shall make a written request to the Board of Managers. If the Board of Managers is in receipt of requests in excess of the amount allowable by these rules and regulations, the board shall keep a waiting list where first in time is first in right, subject to additional limitations contained in these rules and regulations. Only unit owners who are in good standing financially and with all by-laws and rules and regulations shall be eligible to rent a unit.

All unit owners who are granted rental permission pursuant to these rules and regulations shall be entitled to a six-month period to secure a tenant, have the lease approved by the board of managers and executed. If no tenant is secured within six months of receiving written authorization from the board or its agents, permission shall be revoked and the unit owner placed at the end of the waiting list (if rental permission is again requested in writing). If there is no other unit owner on the waiting list, the unit owner may apply to the board for additional leasing rights

All unit owners who are first granted rental permission pursuant to these rules and regulations, after the August 18, 2011 amendment of this rule, shall be limited to a two-year rental period, measurable from execution of the lease which must be first approved by the board of managers. At the expiration of the two-year period, rental permission shall be revoked and the unit owner placed at the end of the waiting list (if rental permission is again requested in writing). If there is no other unit owner on the waiting list, the unit owner may apply to the board for an additional two-year period. Such two-year rental period shall be in terms of no less than one year.

Applications shall be reviewed in a timely manner at the next available monthly meeting. Only unit owners that are classified as "Class 1" for at least two years prior to the application will be considered by the board. At no time shall a unit owner who is not classified as "Class 1" be allowed to make application for permission to use the unit for commercial gains or losses.

PERFORMANCE. NOTIFICATION & INFORMATION REQUIRED

Strict compliance with <u>and completion of</u> all of the following aspects of Rule 24 of the Rules and Regulations of the Condominium is also required, <u>prior to the Board of Managers' approval of the rental of any Condominium Unit.</u>

NOTIFICATION TO TENANT(S)

The Unit Owner(s) must deliver a copy of this Rule (Rule 24) to the Proposed Tenant(s) to fully inform the Tenant(s) of his or her (their) responsibility(ies) to the Condominium in connection with the rental-transaction.

INFORMATION TO BE SUBMITTED



A letter must be written to the Board of Managers requesting that the Board grant its approval of the proposed rental of the unit and setting forth the following information:

- 1. The name(s) of the unit owner(s).
- 2. The unit and building numbers.
- 3. The name(s) and address(es) of the prospective tenant(s).
- 4. The annual rental.
- 5. The anticipated date for the tenant(s) to take occupancy and the starting date for the proposed lease.
- 6. The number of individuals who will be residing in the unit and their relationship to the tenant.
- 7. Three (3) business references for the proposed tenant.
- 8. Any other relevant background information that the Board of Managers may desire and convey to the unit owner(s) in connection with the proposed lease.

The letter and any questions concerning compliance with the requirements of Rule 24 should be directed to BRAUNFOTEL & FRENDEL, LLC., 49 Maple Avenue, New City, NY 10956 Phone: 845-634-7701 Fax: 845-634-7710.

Any such questions however, must be directed or posed at the earliest possible date to insure your compliance with the time requirements of Rule 24 and that an approval is issued in time for the planned occupancy and commencement date of any (the) proposed lease.

ADDITIONAL ITEMS TO BE SUBMITTED

The following items must also be enclosed with the letter submitted:

- 1. A copy of the fully executed lease.
- 2. A Security Deposit from the unit owner(s) in the amount of \$500.00 in the form of check or money order, payable to 'BRAUNFOTEL & FRENDEL AS ATTORNEYS".

This deposit of \$500, paid by Unit Owner, will be retained by the Board of Managers during the term of the lease and may be utilized or applied to repair damage caused to the common elements of the Condominium through the actions of the tenant(s) or occupant(s) of the unit. <u>Unit Owner will forfeit said deposit should dates of move-in and move-out not be provided</u>.

At the expiration of the lease and <u>after the tenant(s)</u> vacate the <u>unit</u>, the deposit will be refunded to the unit owner(s), <u>after an inspection</u> of the hallways, stairs and entrance of the building by the Board of Managers, <u>provided an inspection of the hallways</u>. <u>stairs and entrance of the building by the Board of Managers reveals that no part of the common elements has been damaged by the parties or their moving company(ies).</u>

Prior to the return of the Security Deposits, (the common areas and unit if necessary), will be inspected by the Board of Managers for any such damage. If damage is discovered, an immediate deduction shall be made by the Board of Managers from the security moneys on deposit to the full extent (amount) of damage or the cost of repair, without reference or investigation as to the responsibility for same between the landlord



and tenant or apportionment of proportionate liability or fault.

Security deposits shall be held in a non-interest bearing segregated Account. In the event that damage is incurred, the Board of Managers may apply the balance of such security deposit for the cost of rectifying such damage as the Board of Managers. in its sole discretion assesses and determines. This shall in no way lessen or relieve the liability of the parties for damage, which may be occasioned in an amount in excess of the security deposits. Should any such damage exceed the amount of the security deposit, the parties shall be responsible for the full extent of same.

3. A <u>non-refundable</u> Administration Fee from the unit owner(s) in the amount of \$400.00, in the form of a check or money order **payable to "BRAUNFOTEL & FRENDEL AS ATTORNEYS".**

SATISFACTION OF OUTSTANDING CHARGES

All common charges, late fees, charges and assessments must be paid in full through the last day of the month in which the tenant(s) occupancy is to commence before a request will be considered or a consent to rental issued.

LEASE PROVISIONS REQUIRED

The lease must be for a period of one year, renewable subject to the two year limitation in these rules and regulations, and containing the following clauses:

- 1. Incorporated by reference, in the same manner as if attached hereto and made a part of the lease, are the provisions of the Declaration, By-Laws, Rules and Regulations and Floor Plans of NORMANDY VILLAGE 1 CONDOMINIUM, as the same may be amended from time to time. Where terms, conditions and provisions of the lease are in conflict with the provisions of the Declaration, By-Laws, Rules and Regulations and Floor Plans of NORMANDY VILLAGE 1 CONDOMINIUM, as the same may be amended from time to time, then the provisions of the Declaration, By-Laws, Rules and Regulations and Floor Plans of the Condominium shall prevail; where there is no conflict, then the provisions of the Declaration, By-Laws, Rules and Regulations and Floor Plans shall be deemed supplemental and additional to the terms and conditions of the lease.
- 2. The lease is also specifically made subject to the terms of the Power of Attorney executed by the unit owner(s) (landlord[s]) at the time that title was taken to the subject unit and the tenant(s) hereby acknowledge(s) and confirm(s) the Board of Managers as the Attorneys-in-Fact of the unit owner(s) and its full and lawful power and authority and all such incidental power as shall be necessary and appropriate to empower and enable the said Board of Managers of NORMANDY VILLAGE 1 CONDOMINIUM to act on behalf of the Condominium and its constituent unit owner(s) and on behalf of the tenant(s) in conducting the affairs of the Condominium.
- 3. The leasing of condominium units is restricted and subject to unit owner(s) application for and receipt of prior approval from the Board of Managers for any such rental in compliance with the restrictions and requirements of the By-Laws and Rules and

NORMANDY VILLAGE 1 CONDOMINIUM

23 Normandy Village, Nanuet, NY 10954

Regulations of NORMANDY VILLAGE 1 CONDOMINIUM. Pursuant to such requirements, the total number of rented units within the Condominium shall not exceed ten (10%) percent of the total number of units comprising the Condominium. No approval or consent for the rental of a unit shall be granted or issued by the Board once that maximum percentage has been reached, unless or until a prior or previous rental is terminated and discontinued so as to reduce the total percentage of rentals below the maximum allowed. Applications for permission to rent will have priority based upon their date of receipt by the Board of Managers.

- 4. This lease may not be modified, amended, extended or assigned, without the prior consent, in writing, of the Board of Managers of the Condominium; nor shall the tenant sublet the demised premises, or any part thereof, without the prior consent, in writing, of the Board of Managers, and the said Board of Managers shall have the power to terminate this lease and/or bring summary proceedings to evict the tenant in the name of the landlord, in the event of the default by the tenant in the performance of any of the terms and conditions of this lease. The landlord hereby constitutes and appoints the Board of Managers of NORMANDY VILLAGE 1 CONDOMINIUM as the agent for the landlord with full rights and powers to carry out the terms and conditions of this paragraph, as it relates to the power of the Board of Managers to terminate this lease and to bring summary proceedings to evict the tenant.
- 5. The Board of Managers shall also have the right to terminate this lease on not less than thirty (30) days prior written notice upon foreclosure of a lien granted by Section 339-z of the Real Property Law of the State of New York.
- 6. The parties hereto expressly acknowledge and consent that any portion of this lease which shall violate (or if such lease shall in its overall effect violate) Section 1 of Article VI1 of the Condominium's By-Laws or any other section or provision of the said By-Laws or the Rules and Regulations of NORMANDY VILLAGE 1 CONDOMINIUM, then that portion of this lease shall be voidable at the election of the Board of Managers.
- 7. The parties hereto consent that not less than thirty (30) days prior to the expiration of the term of this lease, a representative of the Board of Managers duly designated by them will, upon request, be granted access to inspect this unit to determine its condition and if any damage has been occasioned to the Condominium's common elements.
- 8. The use for which the unit is intended and may be used is that of a one-family residence only.

MOVING REQUIREMENTS

During the course of moving, all moving vehicles must be confined to parking lots and all moving must be done across and along sidewalks and not across lawns or other areas.

NECESSITY FOR COMPLIANCE

Any waiver or consent issued by the Board of Managers on the basis of the original application submitted shall be null and void in the event that the parties' monetary terms or any other significant provisions of the lease agreement are changed after the filing of the original request for approval, unless a request for approval of such change is submitted to the Board, in writing, and subsequently approved.



ADDRESS OF UNIT OWNER

At all times during the lease term, the unit owner(s) leasing his unit must furnish the Board of Managers with the current address and telephone number at which the unit owner(s) can be reached.

INSURANCE INFORMATION

Any requests by the parties directly for insurance endorsements or certificates necessary or required for the closing should be made to:

JACOB J. KATZ & COMPANY 455 Route 304 Bardonia, New York 10954 Telephone: (845)638-0505

RULE NO TWENTY-FIVE

Adopted January 23, 1979
Re-adopted and re-numbered October 14, 1980
Amended March 27, 1984
Re-adopted, revised and renumbered October 23, 1984
Re-adopted, revised & renumbered July 27, 1992
Re-adopted and revised September 18, 1995
Re-adopted, revised & renumbered March 15, 2000
Amended and re-adopted June 26, 2008
Amended and re-adopted May 28, 2009
Amended and re-adopted March 4, 2010
Amended and re-adopted September 27, 2012

Procedures for Selling a Condominium Unit

Article VII of the By-Laws of Normandy Village 1 Condominium imposed restrictions and requirements on any Unit Owners who wishes to sell his or her unit.

The Unit Owners must notify the Board of Managers of the impending sale and offer to sell the unit to the Board of Managers on the same terms and conditions as those of the proposed transaction and request the Board to either exercise its right or waive its option to purchase the unit.

The Board will then either exercise its Right of First Refusal and purchase the unit or will decline that Right and issue a Waiver of the Right of First Refusal to the Unit Owner(s) approving and permitting the sale.

A unit cannot be sold and no Waiver will be issued unless all common charges, late fees, charges, special assessments, fees incidental to sale and/or liens against the unit have been paid in full.



In order to expedite the consideration of Unit Owners requests the following procedures must be observed in all instances to insure the prompt processing of proposed sales.

PERFORMANCE, NOTIFICATION AND INFORMATION REQUIRED

Strict compliance with <u>and completion of</u> all of the following aspects of Rule 25 of the Rules and Regulations of the Condominium is also required, <u>prior to the</u> <u>Board of Managers'</u> approval of the sale of any Condominium Unit.

NOTIFICATION TO PURCHASER(S)

The Unit Owner(s) must deliver a copy of this Rule to the Purchaser(s) to fully inform the Purchaser(s) of his or her responsibilities to the Condominium in connection with the transaction.

A letter must be written to the Board of Managers requesting that the Board either exercise or waive its right to purchase the Unit and setting forth the following information:

- 1. The name(s) of the Seller(s).
- 2. The Unit and Building numbers.
- 3. The name(s) and address(es) of the prospective Purchaser(s).
- 4. The purchase price.
- 5. The anticipated date of Closing of Title.
- 6. The number of individuals who will be residing in the unit after Closing and their relationship to the Purchaser(s).
- 7. A Personal Interview of all prospective purchasers who will be living in the Unit.

The letter and any questions concerning compliance with the requirements of Rule 25 should be directed to: BRAUNFOTEL & FRENDEL, LLC 49 Maple Avenue, New City, NY 10956; Phone: 845-634-7701 Fax: 845-634-7710.

Any such questions, however, must be directed or posed a the earliest possible date to insure compliance with the time requirements of Rule 24 and so that a Waiver of the Condominium's Right of "First Refusal" is issued in time for the planned Closing Date.

ADDITIONAL ITEMS TO BE SUBMITED

The following items must also be enclosed with the letter submitted:

- 1. A copy of the <u>fully executed</u> Contract of Sale.
- 2. A Security Deposit from the Seller(s) in the amount of \$500.00, by check or money order, payable to BRAUNFOTEL & FRENDEL AS ATTORNEYS. This sum will be refunded after the Seller(s) vacates his or her unit and the Board of Managers has received an original, signed copy of the Deed and provided an inspection of the hallways, stairways and entrance of the building by the Board of Managers reveals that no part of the common elements has been damaged by the Parties or their moving companies.

NORMANDY VILLAGE 1 CONDOMINIUM

23 Normandy Village, Nanuet, NY 10954

- 3. A <u>non-refundable</u> Administration Fee from the Seller(s) in the amount of \$300.00 by check or money order payable to "NORMANDY VILLAGE 1 CONDOMINIUM".
- 4. A <u>non-refundable</u> CAPITAL CONTRIBUTION Payment from the Purchaser(s) as a new incoming Unit Owner(s) in the amount of \$500.00 by check or money order payable to "NORMANDY VILLAGE 1 CONDOMINIUM." <u>In the event the purchased unit includes a deck, CAPITAL CONTRIBUTION would include an additional \$500.00, for a total of \$1,000.00. This Payment shall be the Purchasers contribution as a Unit Owner to the working Capital Fund of the Condominium, and shall become a part of same to be used for such purposes as the Board of Managers, in its sole discretion, may determine.</u>
- 5. A Security Deposit from the Purchaser(s) in the amount of \$500.00, by check or money order, payable to BRAUNFOTEL & FRENDEL AS ATTORNEYS. This sum will be refunded after the Purchaser(s) moves into the Unit and the Board of Managers has received and Original signed copy of the Deed and a Power of Attorney signed by the new Unit Owner(s) and written confirmation from the Title Company representing the Purchaser(s) that the Power of Attorney has been recorded. provided an inspection of the hallways, stairs and entrance of the building by the Board of Managers reveals that no part of the common elements has been damaged by the Parties or their moving companies.
- 6. Security Deposits shall be held in a <u>non-interest bearing</u>, <u>segregated account</u>. In the event that damage is incurred, the Board of Managers may apply the balance of each Security Deposit for the cost of rectifying such damage <u>as the Board of Managers in its sole discretion assesses and determines</u>. This shall in no way lessen or relieve the liability of the Parties for damage that may be occasioned in an amount in excess of the Security Deposits. Should any such damage exceed the amount of the Security Deposits, the Parties shall be responsible for the full extent of the same.
- 7. A non-refundable Administration Fee from the Purchaser(s) in the amount of \$300.00 in the form of a check or money order payable to "NORMANDY VILLAGE 1 CONDOMINIUM".
- 8. In the event the Purchaser's mortgage company or bank requires any questionnaire or information form to be completed by the Condominium, the Purchaser shall be liable for an additional administrative fee in the amount of \$100.00, in the form of a check or money order, payable to the property management firm of record or the Condominium's law firm, whoever completes the questionnaire/application.
- 9. The Unit Owner must deliver a copy of the Normandy Village 1 Condominium Unit Owner Handbook to the seller accompanied by a letter that directs the purchaser to review Rule No 25: Procedures for Selling a Condominium Unit. Confirmation is required by the time of closing, that the NV1C Unit Owner Handbook was transferred to the purchaser, or a check in the amount of \$50, payable to Normandy Village 1 Condominium, for preparation of new Handbook, must be paid by the seller.

SATISFACTION OF OUTSTANDING CHARGES

All Common Charges, Late Fees, Charges and Assessments must be paid in full



through the last day of the month in which the Closing is to occur before a request will be considered or a Waiver of First Refusal issued.

CONTRACT & DEED PROVISIONS REQUIRED

The Contract of Sale shall contain the clauses which follow VERBATIM the order to insure that they are contained in the Deed of conveyance.

The Deed shall recite and contain the following provisions:

- 1. Subject to the provisions of the Declaration, By-Laws, Rules and Regulations and Floor Plans of NORMANDY VILLAGE 1 CONDOMINIUM as the same may be amended form time to time, which provisions, together with any and all amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit as though such provisions were recited and stipulated at length herein.
- 2. The acceptance of this Deed by the Grantee(s) shall constitute an assumption by the Grantee(s) of ALL Regulations of the Declaration, By-Laws and the Rules and Regulation of NORMANDY VILLAGE 1 CONDOMINIUM as covenants running with the land and by the acceptance and recording of this Deed, the Grantee(s) hereby consents to the By-Laws and Rules and Regulations of the NORMANDY VILLAGE 1 CONDOMINIUM as the same may be amended from time to time, and agrees to be bound by same.
- 3. Subject to the terms of a POWER OF ATTORNEY executed simultaneously herewith and running from the Purchaser(s) to the Board of Managers of NORMANDY VILLAGE 1 CONDOMINIUM and intending to designate the Board of Managers as Attorneys-in-Fact of the Purchaser(s) and to thereby convey all full and lawful power and such incidental power as shall be necessary and appropriate to empower and enable the said Board of Managers of NORMANDY VILLAGE 1 CONDOMINIUM to act on behalf of the Condominium and its constituent Unit Owners in conducting the affairs of the Condominium.
- 4. The leasing of Condominium Units is restricted and subject to Unit Owner(s) application for and receipt of prior approval from the Board of Managers for any such rental in compliance with the restrictions and requirements of the By-Laws and Rules and Regulation of NORMANDY VILLAGE 1 CONDOMINIUM. Pursuant to such requirements, the total number of rented Units within the Condominium shall not exceed ten (10) units, constituting eight (8%) percent of the total number of Units comprising the Condominium. No approval or consent for the rental of a Unit shall be granted or issued by the Board once that maximum percentage has been reached unless or until a prior or previous rental is terminated and discontinued so as to reduce the total percentage of rentals below the maximum allowed. Application for permission to rent will have priority based upon their date of receipt by the Board of Managers.
- 5. The use for which the Unit is intended and may be used is that of a one-family residence only.

(PARAGRAPH (6) IS FOR INCLUSION IN THE CONTRACT OF SALE ONLY)

6. The Purchaser(s) shall, before the earlier of the Closing of Title or taking possession of the subject Unit, forward to the Attorney for the Condominium, the Purchaser's Check (or Checks)



in the amount of \$1,300.00 as and for the Purchaser's(s') required Security Deposit, Capital Contribution and Administration Fee under the provisions of Rule 25 of the Rules and Regulations of the Condominium.

DEED

At the Closing, two (2) copies of the Deed must be executed by both the Seller(s) and the Purchaser(s). The original copy must be delivered to the Title Company Representative for recording and

Purchaser's Title Company must deliver the second copy directly to BRAUNFOTEL & FRENDEL, LLC.

Failure to include any of the Paragraphs required for inclusion in the Deed of conveyance or to execute a Duplicate Deed shall require the Parties to execute a new or "correction" Deed.

POWER OF ATTORNEY

At the Closing, the Purchaser(s) must also execute two (2) Powers Of Attorney the form supplied by the Board of Managers and running to the Condominium's Board of Managers. One (1) copy must be delivered to the Title Company Representative for recording marked "Record & Return to BRAUNFOTEL & FRENDEL, LLC, 49 Maple Avenue, New City, NY 10956. The Purchaser's Title Company must forward the Second copy directly to BRAUNFOTEL & FRENDEL, LLC.

CLOSING INFORMATION FORM

The Closing Information Form, supplied by the Board of Managers, must also be fully completed at the Closing, signed by all parties and returned directly to BRAUNFOTEL & FRENDEL, LLC. with the required copies of the Deed and Power of Attorney.

VEHICLE REGISTRATION FORM

Prior to closing, the Purchaser(s) must complete a vehicle registration form and submit to the Board of Managers at their informational meeting. At Closing the Purchaser(s) must provide a copy of their vehicle registration form and return it to BRAUNFOTEL & FRENDEL, LLC.

MOVING REQUIREMENTS

See Item #5 under "Additional Items to be Submitted."

During the course of moving, all moving vehicles must be confined to parking lots and all moving must be done across and along sidewalks and not across lawns or other areas.

STORAGE BIN REQUIREMENTS

The Seller(s) and Purchaser(s) must comply with all the requirements of Rule 23 of NORMANDY VILLAGE 1 CONDOMINIUM concerning the utilization, maintenance and control of storage bins at the Condominium. Particular attention is directed to the requirement that prior to the Closing Title of any Unit, the lock or key for same turned over to the Board of Managers. In addition any Purchaser(s) should note that new Owners will be assigned a



storage area by the Board of Managers and that this storage area may not necessarily be the same storage area as was previously assigned to said Unit.

NECESSITY FOR CONTINUED COMPLIANCE

Any Waiver or Consent issued by the Board of Managers on the basis of the original application submitted shall be null and void in the event that the parties monetary terms or any other significant provisions of the Contract of Sale are changed after the filing of the original request for approval, unless a request for approval of such change is submitted to the Board, in writing and subsequently approved.

INSURANCE INFORMATION

Any requests by the Parties directly for Insurance Endorsements or Certificates necessary or required for the Closing should be made to:

JACOB J. KATZ & COMPANY 490 Route 304 New City, New York 10956

Telephone: (845) 638-0505

(THIS RULE EXACTLY AS SET FORTH WILL BE DELIVERED TO A PROSPECTIVE UNIT PURCHASER(S) OR HIS OR HER ATTORNEY)

Other Inquiries should be directed to:

BRAUNFOTEL & FRENDEL, LLC Attorneys for Normandy Village 1 Condominium 49 Maple Avenue New City, NY 10956

RULE NO. TWENTY-SIX Adopted July 26, 1983

Re-adopted and revised October 23, 1984 Re-adopted and renumbered July 27, 1992 Re-adopted and renumbered March 15, 2000

Re-adopted March 23, 2005

Re-adopted and revised September 23, 2014

Violations and Penalties

The following <u>Uniform Procedure</u> shall be employed in all cases of individual or on-going violation of these Rules and Regulations of the Condominium, except violations for which specific enforcement procedures are otherwise set forth.

1. Upon complaint, or the Board's becoming otherwise aware of the existence of a violation, the President of the Board of Managers or the Condominium Attorney, will give written notice to the offending Unit Owner(s) to apprise him or her of the violation and to notify him or her to cease the violative behavior immediately and/or in the case of a continuing violation that the violation must unconditionally be removed and/or terminated within fifteen (15) days of the date



of such written notice.

- 2. If after the expiration of said fifteen (15) day period, the violation has not been removed or terminated or the unit owner or their guest violates the rule again an assessment will be levied by the Board of Managers for each violation or for the entire continuing period until or unless such violation or continuing violation is cleared and completely terminated and removed by the offending Unit Owner(s).
- 3. The assessment to be levied shall be in the amount of \$250.00 for each occurrence or in the case of a continuing violation \$250 immediately and an additional \$250 each month (or part thereof) that the continuing violation remains unabated and shall be added to the Monthly Common Charges of the Unit Owner.
- 4. If the unit owner violates the rule three (3) additional times after the first fine or the continuing violation remains unabated and is not terminated and completely removed after three (3) months, a lien shall be filed against the offending Unit, on behalf of all Unit Owners, by the Attorney for the Condominium. In its discretion, the Board of Managers may direct that a lien be earlier filed before the expiration of the three (3) month period or prior to the third additional violation.

RULE NO. TWENTY-SEVEN

Adopted September 1, 1975
Re-adopted and revised October 14, 1980
Re-adopted, revised and renumbered October 23, 1984
Re-adopted, revised and renumbered July 27, 1992
Re-adopted and renumbered March 15, 2000
Re-adopted March 23, 2005

Subordination of Consents or Approvals to the Welfare of the Unit Owners

Any consent or approval given under these Rules and Regulations is strictly subject to the needs, safety and general welfare of the entire Condominium community and may be modified, rescinded, amended or changed by the Board of Managers at any time in its sole discretion should such be required in order to enforce and protect the needs, safety and general welfare of the Condominium residents.

RULE NO. TWENTY-EIGHT

Adopted April 18, 2001 Re-adopted March 23, 2005 Amended and Re-adopted May 28, 2009 Amended and Re-adopted September 23, 2014

Alterations & Remodeling

All actions taken by the Board of Managers of the Normandy Village 1 Condominium have the one common purpose, that being to protect the health, safety and welfare and to advance the betterment of each and every unit owner of the Condominium.

In recent years, many existing unit owners and incoming purchasers of available units have chosen to update and modify their units, with new bathrooms, kitchens, closet installations and various and



sundry other improvements intended to update and modernize the appearance and functionality of individual condominium units.

In order to insure that all the future alterations, modernizations and installations, in or at condominium units, as well as all construction, repairs and trouble shooting of any kind are performed in a professional manner, which is at all times in conformance with the Rules and Regulations and General Purpose of the Condominium and its governing board and in a way which does not interrupt or interfere with the general welfare and quiet enjoyment of all constituent unit owners and condominium residents, The Board of Managers of Normandy Village 1 Condominium adopts these requirements, as Rule Number 28 of the Rules and Regulations of Normandy Village 1 Condominium, and further mandates that all construction, alterations, modernizations or modifications of any kind, in or at condominium units, shall and can only be performed with the prior, written consent of the Board of Managers of Normandy Village 1 Condominium and according to the specific guidelines and terms outlined herein.

All vendors selected by Unit Owner for any alteration, remodeling or renovation must be a licensed and insured contractor.

Unit owner must complete all applicable information in the Condominium Application for remodeling/alteration/renovation and submit with appropriate contact information and insurance information to the Board of Managers no less than 15 business days prior to commencement of any work.

Dates for work to begin and for completion must be included. Unit Owner must agree to work hours of Monday through Friday from 8 a.m. to 5 p.m. ONLY. Contractors/Unit Owners must advise the Condominium's Property Manager should any utility services need to be accessed or temporarily turned off. 48-hours notice to their Property Manager is required. It is the Unit Owner's responsibility to notify all affected units in writing not less than 24 hours in advance of any temporary shut-off of services.

All material, garbage and debris that results from any alteration, remodeling or renovation must be removed by the vendor or unit owner and thrown away off premises. Said material, garbage and debris shall not be placed in the dumpsters or garbage cans of Normandy Village 1 Condominium.

See separate section for REMODELING, RENOVATIONS, ALTERATIONS, MODIFICATIONS AND IMPROVEMENTS FORM APPLICATION

RULE NO. TWENTY NINE

Adopted November 6, 2007 Amended an re-adopted January 26, 2017

Policy regarding common charge payments

All common charges are encouraged to be paid before the tenth of the month.

Late Fee Policy:



In the event any monthly Common Charge payment is not <u>received</u> by Normandy Village 1 Condominium until after the tenth of the month in which it is due, but before the twentieth of the month in which it is due, it is understood and agreed that there will be a late charge of \$25.00.

In the event such payment is not received by the twentieth of the month in which it is due, but no later than the next to last business day of the month, there will be a late charge of \$50.00.

In the event such payment is not received until the last business day of the month in which it is due, it is understood and agreed that there will be a late charge of \$100.00.

All court and legal fees applicable to such collections will apply.

RULE NO. THIRTY

Adopted September 27, 2007 Re-adopted Jun 26, 2008

Emergency Contact Information

All unit owners and residents, whether Owner resident, Owner Non-Resident or Rental Tenant, must provide the Board of Managers with their contact information including day and evening telephone numbers and optionally their cell phone numbers. All addresses for non-resident Owners must be provided. In addition, emergency contact information for a family member or friend must be provided.

The Board of Managers voted to include the submission of the Emergency Contact Form officially in the Rules & Regulations. All new owners and new tenants will be required to submit the completed form prior to move-in.

RULE NO. THIRTY-ONE

Adopted September 27, 2007

Car Registration

All unit owners must provide the board with the make/model and license plate number of all vehicles they intend to park on the premises of Normandy Village 1 Condominium. Furthermore, all Unit Owners must comply with all rules and regulations, including but not limited to, rules and regulations establishing parking identification decals or similar instruments.

RULE NO. THIRTY-TWO

Adopted March 4, 2010

Access to Television and Internet Services



Normandy Village 1 Condominium is committed to providing unit owners access to television and internet service in a manner that balances the quiet enjoyment of all unit owners, access to existing and emerging technologies, cost and aesthetics. To that end, over the history of the Condominium access for unit owners has been extended from "antenna" to "cable" to "satellite" to "fiber optic." However, as a consequence of emerging technology there has been a decrease in the serviceability of older technologies. Specifically, "antenna" television service has become obsolete and cost prohibitive to maintain. Therefore, as of the adoption of this rule Normandy Village 1 Condominium will no longer maintain or bear the costs for any structures, apparatuses or hardware that provides television antenna service.

RULE NO. THIRTY-THREE

Adopted September 27, 2012

Possession and Maintenance of Smoke and Carbon Monoxide Detectors

All units, whether occupied or not, must possess and maintain functioning smoke and carbon monoxide detectors. The purchase and/or maintenance of these detectors are the sole responsibility of the unit owners. Inspection of smoke and/or carbon monoxide detectors may be performed by the board of managers and/or its agents when deemed necessary in the sole discretion of the board.

Further, it is required that batteries in both detectors be changed at the very least every six months (daylight savings time, eastern standard time changes) and recommended that detectors be replaced every 5 years to conform with standard operating procedures.

RULE NO. THIRTY-FOUR

Adopted June 23, 2016

Maintenance of Vacant Units

All vacant units shall be inspected at least every thirty days to ensure there are not leaks or other issues. Notification by email after inspection shall be sent to normandyvillage1@gmail.com. Failure to inspect and confirm inspection will result in a fine and/or responsibility for damages that are a result of the lack of proper inspection.