

**CHATSWORTH GARDENS CONDOMINIUM
LEASE APPLICATION**

**PROCEDURES FOR OBTAINING
A WAIVER OF RIGHT OF FIRST REFUSAL**

Please submit the following directly to our office:

- ❖ A letter requesting a Waiver of the Right of First Refusal from the owner.
- ❖ A copy of the Lease
- ❖ A non-refundable check payable to Stillman Management Inc. in the amount of \$325.00
- ❖ A refundable check payable to Chatsworth Gardens in the amount of \$500 from the owner as a move-out deposit (if unit is empty can be waived per (property manager)).
- ❖ A refundable check payable to Chatsworth Gardens in the amount of \$500.00 from the tenant as a move-in deposit
- ❖ A refundable check payable to Chatsworth Gardens in the amount of \$500.00 from tenant as a Dog Deposit if the purchaser will harbor a dog. This deposit will be refunded when dog has vacated the premises has not damaged the common areas.

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CHECKLIST

Please make sure you have included the following items in your application to management pertaining to both owner and tenant.

- ☐ Letter requesting Right of First Refusal
- ☐ Copy of the lease and executed rider
- ☐ Fees
 - ☐ Refundable move in deposit payable to the building.
 - ☐ Refundable move out deposit payable to the building if applicable.
 - ☐ Non- refundable check payable to Stillman Management.
- ☐ Rental Application Forms
- ☐ Confidential Information Sheet for tenant
- ☐ Confidential Information Sheet for owner
- ☐ Security Key Number Sheet with both signatures
- ☐ House rules read sheet signed by tenants

Only applicable if intending to harbor a dog:

- ☐ \$500 pet deposit
- ☐ Dog/pet rules signed by tenant

APPLICATIONS WILL NOT BE PROCESSED UNTIL ALL ABOVE ITEMS ARE SUBMITTED.

**CHATSWORTH GARDENS CONDOMINIUM
LEASE APPLICATION**

CHATSWORTH GARDENS CONDOMINIUM
RENTALS OF UNITS

TO: ALL UNIT OWNERS

FROM: BOARD OF MANAGERS

In connection with the sales and rentals on units the following procedures * must be complied with:

1. An Owner shall notify the Board of a bonafide offer for the lease of his or her unit, which the Owner intends to accept, by sending notice of such offer to the managing agent. Such notice shall be accompanied by a true and completed copy of the contract of sale or lease, together with a refundable check for a move in/out deposit in the sum of \$500.00 payable to Chatsworth Gardens, and a non-refundable check in the sum of \$325.00 payable to Stillman Management Inc. In the case of rentals, an information application, which can be obtained from the Managing Agent, is also required to be completed.
- The procedures outlined in this letter are contained in Article XI of the By-Laws of Chatsworth Gardens Condominium (the By-Laws') or have been otherwise promulgated by the Board of Managers (the "Board"). Pursuant to Page 2 - Appendix 4

Article XI of the By-Laws the Board has the right of first refusal to exercise its option to purchase or lease a unit on equal terms to that of an offer presented by a bonafide purchaser or lessee.

B. In the event of a lease of a unit:

1. The tenant shall be furnished with a copy of By-Laws, and the House Rules of the Condominium.
2. The lease or a rider to the lease shall contain the following language:

**CHATSWORTH GARDENS CONDOMINIUM
LEASE APPLICATION**

- a. The Lessee accepts, ratifies and agrees to abide by the provisions of the Declaration and By-Laws, the rules and regulations of the Condominium and the House Rules of the Condominium of the Condominium, as they may be amended from time to time.
 - b. The lessee shall not encroach upon common areas.
 - c. The lessor and Lessee shall indemnify and hold harmless Chatsworth Gardens, its Board of Managers and its managing agent for any damages, loss, cost or expense to the common areas arising from or in connection with, the unit.
 - d. The Lessee shall not sublet the premises and/or assign his/her rights as tenants.
3. The Board may condition the issuance of a waiver upon receipt of a security deposit in a reasonable amount as the Board may determine in its discretion from time to time.

**CHATSWORTH GARDENS CONDOMINIUM
LEASE APPLICATION**

CHATSWORTH GARDENS CONDOMINIUM
RENTAL APPLICATION

APPLICANT'S NAME: _____

CO-APPLICANT'S NAME: _____

COMMON CHARGES FOR
UNIT _____ DEPOSIT _____ RENT _____

NAMES OF ALL PERSONS AND RELATIONSHIPS WHO WILL BE RESIDING IN
THE UNIT:

NAME OF ANY RESIDENTS IN THE BUILDING KNOWN BY APPLICANT(S):

PRESENT
LANDLORD _____

ADDRESS _____ PH# _____

LENGTH OF OCCUPANCY _____
ADDRESS OF PREVIOUS HOME OR RESIDENCE IF CURRENT IS LESS THAN
TWO YEARS:

THE UNDERSIGNED HEREBY AFFIRMS THAT THE INFORMATION CONTAINED IN
THE APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

SIGNATURE OF APPLICANT DATE: _____

SIGNATURE OF CO-APPLICANT DATE: _____

CONFIDENTIAL
INFORMATION SHEET

Stillman Management, Inc.

440 Mamaroneck Avenue S-512

Harrison, New York 10528

Telephone 914-813-1900 • Fax 914-813-1960

Unit Number: _____

New Renter's Name(s): _____

Unit Address: _____

Telephone #: home: _____ E-mail address: _____

Name: _____ work: _____ cell: _____

Name: _____ work: _____ cell: _____

Person(s) with key to my unit for emergency contact: _____

Address _____ Phone #: _____

All the above information is complete and accurate.

New Renter Signature

Date

New Renter Signature

Date

***Please fill out and return it to Sales and Leasing Department, Stillman Management, Inc. at the above address
or by fax at 914-813-1960***

CONFIDENTIAL
INFORMATION SHEET

Stillman Management, Inc.

440 Mamaroneck Avenue S-512

Harrison, New York 10528

Telephone 914-813-1900 • Fax 914-813-1960

Forwarding Address and Contact Information of Current Owner(s):

Address: _____

Telephone #: home: _____

Name: _____ work: _____ cell: _____

Name: _____ work: _____ cell: _____

e-mail address: _____

All the above information is complete and accurate.

Current Owner Signature

Date

Current Owner Signature

Date

Please fill out and return it to Sales and Leasing Department, Stillman Management, Inc. at the above address or by fax at 914-813-1960

LEASE OF A CONDOMINIUM UNIT

The Landlord and Tenant agree to lease the Unit and Landlord's interest in the Common Elements located in the Condominium at: _____ (Premises)

LANDLORD: _____ **TENANT:** _____
 _____ Address _____
 _____ for _____
 _____ Notices _____

Unit (and terrace, if any) _____ **Garage space (if any)** _____
Bank _____

Lease date _____ 20 _____	Term _____	Yearly Rent \$ _____
Broker* _____	beginning _____ 20 _____	Monthly Rent \$ _____
	ending _____ 20 _____	Security \$ _____
	Tenant's Insurance \$ _____	Garage Fee \$ _____

Declarant of Condominium: _____ (Declarant)
Name of Condominium: _____ (Declaration)

1. Lease is subject and subordinate

This Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney granted to the Board of Managers, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default in the Declaration or a document referred to in (B). Tenant shall not exercise any right or privilege under this Lease, the performance of which would be a default in or violation of the Declaration or a document referred to in subdivision (B). Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. Tenant acknowledges that Tenant has had the opportunity to read the Declaration of Condominium Ownership for the Condominium, including the By-Laws. Tenant agrees to observe and be bound by all the terms contained in it which apply to the occupant or user of the Unit or a user of Condominium common areas and facilities. Tenant agrees to observe all of the Rules and Regulations of the Association and Board of Managers.

2. Lender Changes

Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Tenant shall sign the agreement if it does not change the Rent or the Term, and does not alter the Unit.

3. Use

The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Unit.

4. Rent, added rent

A. The rent payment for each month must be made on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent". This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

B. This Lease and the obligation of Tenant to pay rent and perform all of the agreements on the part of Tenant to be performed shall not be affected, impaired or excused, nor shall there be any apportionment or abatement of rent for any reason including, but not limited to, damage to the Unit or inability to use the common elements.

5. Failure to give possession:

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

6. Security

Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Unit in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Unit, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security. The security is for

*If no broker, insert "None."

Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security if Tenant is not fully performing any term in this Lease.

7. Alterations

Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Unit. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Unit or building for Tenant's failure to pay for alterations or installations in the Unit, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien immediately, if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.

8. Repairs

Tenant must take good care of the Unit and all equipment and fixtures in it. Tenant must, at Tenant's cost make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent. Subject to Tenant's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of required repairs or replacements.

9. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Unit can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit is unusable. If part of the Unit can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be

made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

If there is more than minor damage to the Unit by fire or other casualty, Landlord may cancel this Lease within 30 days after that fire or casualty by giving notice. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to arrange for the repair of the Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of applicable statutory law. Tenant has no right to cancel this Lease due to fire or casualty.

10. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant if anyone is not permitted or is refused entry into the Building.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

11. Entry by Landlord

Landlord or parties authorized by Landlord may enter the Unit at reasonable hours to: repair, inspect, exterminate, install or work on systems and cause performance of other work that Landlord decides is necessary. At reasonable hours Landlord may show the Unit to possible buyers, lenders or tenants.

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage to Tenant because of work being performed on or equipment kept in the Unit. Landlord's or the Association's use of the Unit does not give Tenant a claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government and (iv) the Association, Board of Managers and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit or Condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

12. Construction or demolition

Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Unit it shall not affect Tenant's obligations in this Lease.

13. Assignment and sublease.

Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Unit.

14. Tenant's certificate

Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

15. Condemnation

If all or a part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority takes title to the Unit or Building. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire award for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

16. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant will not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

17. Sale of Unit

If the Landlord wants to sell the Unit Landlord shall have the right to end this Lease by giving 30 days notice to Tenant. If Landlord gives Tenant that notice then the Lease will end and Tenant must leave the Unit at the end of the 30 days period in the notice.

18. No liability for property

Neither Landlord, the Association or Board of Managers is liable or responsible for (a) loss, theft, misappropriation or damage to the personal property, or (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas

If there is a playground, pool, parking or recreation area, or other common areas, Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant will use the area at Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission.

20. Terraces and balconies

The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

21. Correcting Tenant's defaults

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's cost to correct the default shall be added rent.

22. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Unit are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.

23. Tenant's default

A. Landlord must give Tenant notice of default. The following are defaults and must be cured by Tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 3 days.
- (2) Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.
- (3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
- (4) Failure to perform any term in another lease between Landlord and Tenant (such as a garage lease), 5 days.
- (5) Improper conduct by Tenant annoying other tenants, 3 days.
- (6) Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Unit contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 23. A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Unit, Landlord may in addition to other remedies take any of the following steps: (a) enter the Unit and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Unit.

D. If this Lease is cancelled, or Landlord takes back the Unit, the following takes place:

(1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 23. D(3).

(2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels needed to put the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord re-rents the Unit combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant, other than the monthly rent, shall be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

Landlord has no duty to re-rent the Unit. If Landlord does re-rent, the fact that all or part of the next tenant's rent is not

collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages losses and expenses without offset.

E. If Landlord takes possession of the Unit by Court order, or under the Lease, Tenant has no right to return to the Unit.

24. Jury Trial and counterclaims

Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Unit. The giving up of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

25. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

26. No Waiver

Landlord's failure to enforce, or insist that Tenant comply with a term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

27. Illegality

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Inability to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect or any other cause not fully within the Association's reasonable control, the Association, or Board of Managers is delayed or unable to carry out any of their respective obligations, requirements, promises or agreements, if any, this Lease shall not be ended or Tenant's obligations affected in any manner.

30. Limit of recovery against Landlord

Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.

31. End of Term

At the end of the Term, Tenant must: leave the Unit clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Unit and Building caused by moving; and restore the Unit to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the term shall end on the prior business day.

32. Space "as is"

Tenant has inspected the Unit and Building. Tenant states that they are in good order and repair and takes the Unit as is. Sizes of rooms stated in brochures or plans of the Building or Unit are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

33. Quiet enjoyment

Subject to the terms of this Lease, as long as Tenant is not in default, Tenant may peaceably and quietly have, hold, and enjoy the Unit for the Term.

34. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

35. Lease binding on

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

36. Landlord

Landlord means the owner of the Unit. Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

37. Broker

If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Unit to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Unit. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

38. Paragraph headings

The paragraph headings are for convenience only.

39. Rules

Tenant must comply with these Rules. Notice of new or changed Rules will be given to Tenant. Landlord, the Association or Board of Managers need not enforce Rules against other tenant. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other tenants must not be

interfered with. Annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, linens or rugs may not be aired or dried from the Unit or on terraces.

(3) Tenant must give the Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.

(4) Floors of the Unit must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in the Unit.

(5) Dogs, cats or other animals or pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terraces or public areas is not permitted.

(6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(7) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

(8) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

(9) Improperly parked cars may be removed without notice at Tenant's cost.

(10) Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.

(11) Tenant shall conserve energy.

(12) Tenant may not operate manual elevators. Smoking or carrying lighted pipes, cigarettes or cigars is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances.

(13) The entrances, halls and stairways may only be used to go to or leave the Unit.

(14) Professional tenants must not allow patients to wait in public areas.

(15) Inflammable or dangerous things may not be kept or used in the Unit.

(16) No tour of the Unit or Building may be conducted. Auctions or tag sales are not permitted in Units.

(17) Bicycles, scooters, skate boards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.

40. Appliances, etc., included in Lease

The Lease includes only personal property itemized on the annexed schedule called the Personal Property schedule.

41. Definitions

a) "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is essentially limited to owners of units in the Condominium or in condominiums located in the vicinity.

b) Words defined in applicable statutes have the meanings therein set forth.

c) "Condominium" — See Heading.

d) "Unit" — See Heading.

e) "Board of Managers" — group of persons selected, authorized and directed to manage and operate a condominium, as provided by the Condominium Act, and the Declaration.

f) "Building" — See Article 1.

g) "Common Charges" — each unit's share of the common expenses in accordance with its common interest in the common elements of the Condominium.

h) "Common Elements" — that which is described in the Declaration.

i) "Common Expenses" — the actual and estimated expenses of operating the Condominium and any reasonable reserve for such purposes, as found and determined by the Board of Managers plus all sums designated common expenses by or pursuant to the Condominium Act, or the declaration.

j) "Common Interest" — the proportionate, undivided interest each Unit-owner has in the common elements.

k) "Unit-owner" — the person or persons owning 1 or more units in the condominium in fee simple.

42. Increase in Common Charges

A. Tenant shall pay to Landlord, as added rent, all increases in Common charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

B. Tenant shall pay to Landlord, as added rent, the Unit's Common Interest share of any increase in the Real Estate Taxes (including all equivalent, and/or use and/or supplemental taxes and taxes assessed against the Condominium as a substitute for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Condominium (including but not limited to increases in assessed value or tax rate) for the fiscal tax year in effect on the commencement date of the term of this Lease.

43. No Liability

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable for, injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Managers or the Association.

B. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs, or damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the Unit.

44. Automobiles

The use or storage of Tenant's or any other person's automobile whether or not parked or being driven in or about the Building

Tenant, should any employee of the Condominium assist Tenant or take part in the parking, moving or handling of Tenant's or any other person's automobile or other property given to the custody of any employee for any reason whatsoever, that employee is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the acts or omission of any employee or for the loss of or damage to the automobile or any of its contents.

Any vehicle or personal property belonging to Tenant, which in the opinion of Landlord, the Association or Board of Managers is considered abandoned, shall be removed by Tenant within 1 day after delivery of written notice to Tenant. If Tenant does not remove it, Landlord or the Association may remove the property from the area at Tenant's cost.

45. Garage Space

If a garage space is included in this Lease the fee that Tenant must pay Landlord appears in the box at the top of the first page of this Lease. It is payable as added rent. The number of the garage space will also appear in the box. If a garage space number does not appear Tenant states that no garage space is leased to Tenant.

46. Voting

This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or

Landlord's sole right to vote without restriction, with respect to any matter related to the Unit.

47. No Affirmative Obligations of Landlord

Landlord is not obligated to provide or render any services whatsoever to the Tenant or perform any affirmative obligations under the terms of this Lease. Landlord is not liable for damages or otherwise in the event Tenant suffers them as a result of any act committed or omitted to be performed by the Association, Board of Managers, or any other party. Landlord shall not be liable to Tenant, its successors, assigns or subtenants with respect to any of the affirmative obligations to be performed by any third party including the Association or Board of Managers under the Declaration and Landlord is released from liability. Tenant must continue to pay all rent and added rent as required under the terms of this Lease in spite of any failure of performance. None of the terms of this Lease shall in any way be affected as a result of that failure. Landlord will use its reasonable efforts (provided at no expense to Landlord) in demanding the performance, by the party obligated, of its obligations under the applicable agreement including any obligation to provide services. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities or demands arising from the Declaration or other agreement related to any act, omission or negligence of Tenant.

Rider Additional terms on page(s) initialed at the end by the parties is attached and made a part of this Lease.

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD:

TENANT:

WITNESS

GUARANTY OF PAYMENT

Date of Guaranty 19.....

Guarantor and address

1. Reason for guaranty I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. Guaranty I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Lease have no effect This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. Waiver of Notice I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. Performance If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of jury trial I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. Changes This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures

GUARANTOR:

WITNESS:

Guarantor's address:

RIDER

1. The parties acknowledge that this Lease is subject to the Declaration, By-Laws and House Rules of Chatsworth Gardens Condominium. It is also subject to any other agreement to which the Landlord is subject. The Tenant has read the Declaration, By-Laws, and House Rules and agrees not to violate either in any way. Copies of the Declaration, By-Laws and House Rules have been given to the Tenant and the Tenant agrees to be bound thereby and the obligations hereunder.
2. The provisions of the Declaration, By-Laws and House Rules are expressly made part of this Lease. All the provisions of the Declaration, By-Laws and House Rules applying to the Landlord are binding on you, the Tenant. Any breach of the terms of the Declaration, By-Laws or House Rules by the Tenant will be deemed a material breach of this Lease and grounds for cancellation, in addition to any other remedy at law or equity that the Landlord may have. The Tenant agrees to give up his or her right to a trial by jury on any issue.
3. The parties acknowledge the right of the Board of Managers or their agent, to institute summary proceedings to enforce the terms of the Lease, and that the Tenant shall be liable to the Landlord or the Board of Managers for the reasonable attorney fees attendant thereto, in addition to the costs and disbursements of such action.
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 Chatsworth Gardens Condominium as 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. Incorporated by reference, in the same manner as if attached hereto and made a part of this Lease, are the provisions of the Declaration, By-Law, Rules and Regulations and Floor Plans of Chatsworth Gardens Condominium, as the same may be amended from time to time. In the event of a conflict between the terms of this Lease and/or Rider, then the provision 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 this Lease.
6. The Board of Managers shall have the power to terminate this Lease and/or to bring summary proceedings to evict the Tenant in the name of the Landlord hereunder in the event of (i) a default by the Tenant in the performance of his obligations under this Lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

7. In the event that the Landlord shall fail to pay to the Condominium common charges, assessments, late fees or any other charges due, the Board may cause written notice to be served upon the Tenant requiring it to pay any and all rent which is due the Landlord directly to the Condominium until such time as the Tenant is notified that all charges due the Condominium have been paid in full. Tenant agrees to make such payments as required by the Condominium and such payments shall be credited against any claim by the Landlord for rent, all as provided for in Section 339-kk of the Real Property Law of the State of New York.
8. The Tenant shall not contract with any contractor or provider of services for the Unit without the express written permission of the Landlord and the Board of Managers as required by the Rules and Regulations with respect to the Unit.
9. This Lease may be changed only by an agreement in writing signed by the parties to the Lease, including Chatsworth Gardens Condominium.
10. The Lessee accepts, ratifies and agrees to be bound by the provisions of the Condominium Association's Declaration, By-Laws, House Rules and Regulations, as same may be amended from time to time.
11. The Lessee shall not encroach upon the Common Elements.
12. The Lessee and the Unit Owner shall indemnify and hold harmless the Condominium Association, the Board and the Managing Agent from any damages, loss, cost or expense to the Common Elements arising from or in connection with the lease or the Lessee's occupancy of the Unit.
13. The Lessee shall not sublet the Unit and/or assign his rights as tenant under the lease.
14. The additional language required by Section 1 of Article XI of the Condominium Association's By-Laws, which language, in part, provides that a lease must provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board.

Lessor (Landlord)

Lessee (Tenant)

Lessor (Landlord)

Lessee (Tenant)

CHATSWORTH GARDENS CONDOMINIUM LEASE APPLICATION

STILLMAN MANAGEMENT, INC.

440 Mamaroneck Avenue Ste. S-512
Harrison, NY 10528

SECURITY KEY NUMBERS PLEASE LIST LAST SEVEN DIGITS AND THEN INITIAL

K2230	_____	_____
K2330	_____	_____
K2330	_____	_____
K2330	_____	_____
K2330	_____	_____

SIGNATURE: OWNER:

TENANT: _____

DATE: _____

CHATSWORTH GARDENS CONDOMINIUM

HOUSE RULES AND REGULATIONS

5/24/2018

THESE HOUSE RULES AND REGULATIONS ARE PROMULGATED AND ESTABLISHED BY THE BOARD OF CHATSWORTH GARDENS CONDOMINIUM PURSUANT TO THE BY-LAWS OF THE CONDOMINIUM ASSOCIATION. ARTICLE I SECTION 3 OF SAID BY-LAWS PROVIDES THAT "All present or future unit owners, mortgagees and lessees, or their employees or any other person that might use the facilities of the Community in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers and as from time to time may be amended. The mere acquisition or rental of any of the units or the mere act of occupancy of any of said units will signify that these By-Laws, the Declaration and the Rules and Regulations and as from time to time may be amended, are accepted, ratified, and will be complied with." These House Rules supplement and are in addition to the House Rules set forth in Article VIII of the Condominium Association By-Laws, which remain in effect.

DEFINITIONS

For purposes of these House Rules, the following capitalized terms shall have the following meanings:

Board— The Board of Managers of the Condominium Association.

Condominium Association – Chatsworth Gardens Condominium.

Buildings – The two buildings known by the street address 14 N. Chatsworth Avenue, Larchmont, NY 10538.

Common Elements – Those portions of the Buildings and grounds owned by the Condominium Association which are not part of the Units, such as halls, stairways, terraces, balconies, storage areas, dumbwaiter shafts, elevators, roofs, gardens and other grounds.

Declaration – The declaration establishing the Condominium Association pursuant to Article 9-B of the Real Property Law of the State of New York, which declaration is recorded in the Office of the Clerk of Westchester County, Division of Land Records.

Lessee – The occupant of a Unit pursuant to a lease agreement between said occupant and the owner of said Unit.

Managing Agent – The person or company retained by the Board to manage the Condominium Association and its assets.

Resident Superintendent – The superintendent who resides on the premises.

5/24/2018

Restricted Common Elements – Common Elements accessible only through Units adjacent to those Common Elements, such as the terraces adjacent to Units 6D, 6E and 7F and balconies and railings adjacent to other Units.

Unit – Each of the condominium units located within the Buildings.

Unit Owner – the record owner of a Unit, as said ownership is shown on the records of the Board.

HOUSE RULES AND REGULATIONS

1. Neither the Common Elements nor the Restricted Common Elements shall be obstructed, littered, defaced or otherwise misused in any way.
2. The Common Elements shall not be used nor decorated by any Unit Owner, such use or decoration to be under the exclusive direction of the Board, except a public hall above the ground floor of a Building may be decorated or furnished by the Unit Owner(s) abutting that hall, with the prior consent of all said Unit Owners on that floor. Any such decoration or furnishing shall not obstruct fire exits or violate applicable building, fire department or insurance carrier requirements. Décor on the ground floors of the Buildings shall be determined by the Board.
3. The owner of a Unit adjacent to a Restricted Common Element (including, without limitation, a terrace) shall not decorate, place furniture, planters, gas, charcoal or other types of grills (except as provided herein), other personal property, awnings, awning supports or poles or other fixtures upon the Restricted Common Element without the approval of the Board nor perform any work upon said Restricted Common Element other than repairs which are the obligation of such Unit Owner hereunder, which repairs shall be subject to the provisions of Rule 20 hereof. The owners of Units 6D, 6E and 7F shall not affix anything to the walls of their terraces or the Building. The owner of Unit 7F shall have the obligation to keep its terrace free of debris and the drain free of debris or other impediments to the drainage of rain water and melting snow. Subsequent to the major repair and reconfiguration of their respective terraces, the owners of Units 6D and 6E shall have the obligation to keep the surfaces and spaces between the paver slabs free of dirt, debris or other impediments to the efficient draining of rainwater and melting snow. Further, the owners of 6D and 6E shall co-ordinate with the Building Superintendent to arrange for the proper periodic lifting of the pavers covering their respective terrace drains to assure that they remain clear of dirt, debris or any other impediment to the proper functioning of said drains. The Unit Owners of 6D, 6E and 7F shall have the right to have cooking grills upon their terraces, provided same conform to applicable fire codes. Any damage to the Building or Units below Units 6D, 6E or 7F by reason of the failure of the owner of any such Unit to comply with his or her obligations under this Rule shall be repaired at the expense of the Unit Owner who shall have failed to so comply.

4. No article shall be placed in the halls (except as permitted by Rule 2 hereof) or on staircase landings or in fire towers of the Buildings, nor shall anything be hung or shaken from the doors, windows, terraces or balconies of a Building nor placed upon windowsills, balconies or railings.
5. No exhaust fan, air-conditioner or other mechanical device, awning, window guard, ventilator or fence shall be installed in or upon a Building [including the roof thereof] or used in or about a Building nor shall anything be projected out of any window without the approval of the Board. Window guards, if required by law, must be installed in a Unit by a qualified installer, at the expense of the Unit Owner, with the Board informed of such installation in writing. If any exhaust fan, air-conditioner or other mechanical device shall have been installed by a Unit Owner, or his or her predecessor in title, within a Unit or on a Common Element, including the roof of the Building, with or without the consent or approval of the Board, said Unit Owner shall maintain said mechanical device in good condition and repair and shall repair, at the Unit Owner's expense, any damage to the Building, another Unit or the property of another Unit Owner resulting from the operation or presence of such mechanical device.

Any air-conditioner or other mechanical device that shall have been installed upon the roof of a Building by a Unit Owner shall be subject to an annual inspection by the Board or the Managing Agent. If the Board decides that the services of an engineer or other professional shall be required, the Unit Owner shall provide such services at his or her expense, the professional selected to be first approved by the Board. Any mechanical device installed by a Unit Owner or his or her predecessor in title upon a Building roof shall be removed by the Unit Owner at his or her expense if not in use or upon the sale of the Unit by the Unit Owner, with any damage to the roof section to be repaired or restored at the Unit Owner's expense, as such repair or restoration shall be designated by the Managing Agent.

Damage caused to a roof by equipment placed thereon by a Unit Owner shall be repaired by the Board at the cost and expense of the Unit Owner or his or her successor at the time of the repair. Anything placed upon a Building roof by a Unit Owner without the permission of the Board (including a mechanical device) shall be removed at the cost of the then Unit Owner promptly after request by the Board or Managing Agent, with all costs of restoring the roof or repairing any damage thereto to be paid by the then Unit Owner.

6. No sign, notice, advertisement or illumination shall be inscribed or exposed on any part of a Building or at any window without the written approval of the Board. A Unit Owner shall not move, remove, add to or otherwise change the landscaping of the Common Elements nor shall he or she paint the exterior surfaces of the windows or door openings out of his or her Unit.
7. No radio or television aerial shall be attached to or hung from the exterior of a Building without the written approval of the Board. Cable hook-ups are the responsibility of Unit Owners.
8. Velocipedes, bicycles, scooters, baby carriages, strollers or similar vehicles or devices may not be allowed to stand in passenger elevators, public halls, passageways or courts.

9. Trade people may only use means of ingress and egress designated by the Managing Agent.
10. An occupant of a Unit shall not (i) make or permit disturbing noises in a Building or the Unit which will interfere with the rights, comfort or convenience of other occupants of the Building, (ii) play a television, radio, stereo or other electronic instrument or musical instrument at a sound level which disturbs or annoys other occupants of the Building or (ii) use any exercise equipment in the Unit to the annoyance of other occupants.
11. At least 80% of the floor area of each room of a Unit (except kitchens, pantries, bathrooms and closets) shall be covered with rugs or carpeting or equally effective noise reducing material.
12. Non-human animals, birds or reptiles, including dogs, shall not be kept in a Unit or other part of the Buildings without the written permission of the Board, whose permission shall be granted on a case-by- case basis. Request for such permission must be in writing addressed to the Managing Agent; the party making such request shall provide such information as shall be requested by the Board, which shall have the right to see the dog or other proposed pet prior to considering a Unit Owner's or Lessee's request for permission. If the request shall be made by a Lessee, it shall be a condition of the Board's consideration of such request that the Unit Owner consent in writing to said request.

With respect to a dog, the Board, in considering its approval, shall take into consideration the dog's breed, size, training, demeanor and such other factors as to it shall be reasonable, including the impact on Unit Owners and the Condominium Association.

If permission to keep a dog in a Unit is granted, the Unit Owner or Lessee, as the case may be, shall deposit the sum of \$500.00 with the Condominium Association, which deposit shall be held in an escrow account; interest which shall accrue upon such deposit shall be paid to the Unit Owner or Lessee when the deposit shall be returned to the depositor. If the dog shall cause damage to a Common Area or the property of another Unit Owner or tenant, the Board shall have the right to pay the cost of repair of such damage from such deposit. The deposit, with accrued interest, less any portion which may have been deducted pursuant to this Rule, shall be returned to the Unit Owner or Lessee when the dog no longer is kept in the Unit. All costs incurred by the Condominium Association with respect to the dog (including costs of repairing damage caused by said dog) shall be deducted from the deposit, which shall be replenished promptly after funds are withdrawn therefrom by the Condominium Association.

An animal that belongs to a guest of a Unit Owner or Lessee shall be subject to the provisions of this Section, except the Unit Owner or Lessee shall not be required to obtain the permission of the Board or deposit the sum of \$500.00 if the animal does not remain in the Unit for more than four successive days and the number of such visits do not exceed three per annum.

The Board, as a condition of granting its permission, may require the dog or other pet owner to provide evidence of adequate liability insurance, as determined by the Board, naming the

Condominium Association and Managing Agent as insureds. The Board shall also have the right to withdraw its permission, or otherwise bar any dog or other pet from a Building, if, in its judgment, the dog or other pet becomes a nuisance to a Building or other Common Element or a threat to occupants of, or visitors to a Building.

If a complaint is received from another Unit Owner with respect to any pet which the Board has permitted, the pet owner shall receive a copy of said complaint and the Board shall hold a hearing with respect to such complaint with all parties concerned. The Board's decision, which may include the barring of the Building to the dog, with respect to such complaint shall be final.

The Board shall have the right to bar a Building to a dog whose owner is not a Unit Owner or Lessee.

13. All proposed construction or other work within a Unit other than minor decorative or cosmetic work (as defined in Appendix #1 appended hereto) must be approved in writing by the Board before it commences and must be approved and performed in accordance with the provisions of Article VIII, Section 8 of the Condominium By-Laws, [Additions, Alterations or Improvements by Unit Owners] and Appendix #1 attached hereto and made a part of these House Rules. Any work in a Unit not approved in accordance with Appendix #1 shall be deemed a violation of these House Rules.

Work in a Unit (whether or not such work must be approved in advance by the Board) may not be conducted on Saturdays, Sundays or Federal holidays. On weekdays work may only be performed between 8:00 am and 5:00 pm. All construction personnel must be out of the Building by 5:00 pm on weekdays.

14. Delivery or removal of bulk items, including move-ins and move-outs, ("Moves") must be scheduled with the Resident Manager at least one day prior to taking place, to enable the building staff to properly prepare the appropriate elevator.
15. Moves within a Building must be conducted and completed between 8:30 am and 4:00 pm. There shall be no Moves on Saturdays, Sundays or Federal holidays. The Resident Manager or Managing Agent must be informed at least 24 hours before any Move takes effect. If the Resident Manager or Managing Agent is not so informed, the Resident Manager or Managing Agent shall have the right to forbid the proposed Move.
16. The Board must be notified in advance of any sale or rental of a Unit. Such sale or rental must comply with the procedures set forth in Article XI, Section 1 of the Condominium Association By-Laws [Sales and Leases] as supplemented by Appendix # 2 annexed hereto. If a lease with respect to a Unit does not contain the language set forth in Section II Sub-Sections 2(a)-(d) of Appendix #2 [stating that the Lessee accepts, ratifies and agrees to abide by the provisions of the Declaration, By-Laws and these Rules and Regulations] the Unit Owner shall be in violation of these Rules and Regulations, any violation of these Rules and Regulations by the Lessee shall be deemed a violation of these Rules and Regulations by the Unit Owner and the Board shall have the right to withhold any or all services from the Lessee which the Board would otherwise be required to provide said

Lessee. A violation of any of these Rules and Regulations by the Lessee shall be deemed a violation of said Rule or Regulation by the Unit Owner.

17. Unit Owners are responsible for the removal of all debris resulting from any household move or interior alteration, which removal includes building materials, carpeting and pads, draperies, bedding, refrigerators, ranges, doors, etc.
18. No group tour, open house, auction sale or tag sale may be held in any Unit without the prior written consent of the Board or Managing Agent.
19. Garbage and refuse from a Unit shall be disposed of at such times and in such manner as the Board or the Managing Agent shall direct.
20. Article III, Section 6 of the Condominium Association By-Laws [Repairs and Maintenance] states in part "All irrevocably restricted common elements shall be maintained and repaired by the unit owner to whom such common element is restricted in use, except for structural repairs and painting to porches and terraces. " It shall be the obligation of an adjacent Unit Owner to inspect the Restricted Common Element adjacent to his Unit at reasonable intervals to determine if any maintenance or repair is required to said Restricted Common Element. If any maintenance or repair (including painting) is required, the Unit Owner shall notify the Managing Agent in writing, within five (5) days after such determination, of the nature of the maintenance or repair required. If the maintenance or repair is the obligation of the Unit Owner, said maintenance or repair shall be commenced by the Unit Owner at the Unit Owner's expense within ten (10) days after the determination that such maintenance or repair is required and shall be diligently prosecuted until completed; before commencing any repair, the Unit Owner shall inform the Managing Agent of the name and address of the contractor performing the repair, which contractor and work must be first approved by the Managing Agent. If the maintenance or repair is the obligation of the Board, the work shall be commenced within ten (10) days after the written notice is given to the Managing Agent and diligently prosecuted until completed. The Managing Agent (with or without a contractor designated by the Managing Agent) may enter a Unit adjacent to a Restricted Common Element upon 24 hours advance written notice to the Unit Owner to inspect such Restricted Common Element to determine if repairs are required and/or to make needed repairs.

Damage caused by an adjacent Unit Owner to a Restricted Common Element (including damage caused by plant(s), other plantings, watering systems or air-conditioning units or failure by the Unit Owner to make timely repairs which shall have been his or her obligation under these rules) shall be repaired by a contractor or other party selected by the Board, the cost of said repair to be paid for by such Unit Owner. Such adjacent Unit Owner shall notify the Managing Agent in writing of any such damage or other needed repairs to the Restricted Common Element within five days after the discovery of such damage. If damage to the Restricted Common Element, either caused by the adjacent Unit Owner or not timely repaired by the adjacent Unit Owner, shall cause damage to any Unit below said Restricted Common Element (such as water damage caused by, or resulting from, the damage to the Restricted Common Element) the cost of the repair of the Unit below required to

restore the Unit below to its condition prior to the damage shall be paid by the adjacent Unit Owner.

21. Toilets, sinks, bathtubs, stall showers, laundry washing machines, dishwashers and any other water using apparatus in a Unit shall not be used for any purpose other than those for which they were constructed. No sweepings, rubbish, rags or any other article shall be thrown into water using apparatus. The cost of repairing any damage resulting from misuse shall be borne by the Unit Owner in whose Unit it shall have been caused.
22. Each Unit Owner must perform promptly all maintenance and repair work to his or her Unit that, if neglected, would affect other Unit Owners or the Building or any Common Element. Should a Unit Owner not effectuate such repair within five (5) days after written notice by the Board or Managing Agent, the Board may have the repairs made and assess the Unit Owner for the cost thereof.
23. All repairs to internal installations of a Unit located in and servicing only that Unit, such as gas, power, water, telephone and sanitary installations, shall be at the Unit Owner's expense.
24. No Unit Owner shall send any employee of the Condominium Association or Managing Agent on any private business during the employee's working hours.
25. Any employee of a Unit Owner may be denied access to a Building for cause, and for whatever period of time deemed appropriate, by vote of the Board.
26. No vehicle belonging to a Unit Owner or to a family member or guest, tenant or employee of a Unit Owner shall be parked so as to impede or prevent ready access to any entrance of the Building by another vehicle.
27. Unit Owners shall use the available public laundry facilities only upon the days and during the hours designated by the Board.
28. The Managing Agent or Resident Manager shall be furnished by each Unit Owner with the keys to his or her respective Unit to provide access in cases of emergency. If no key required for access has been so furnished and is not available at the time of emergency, the cost of forcible entry and repair shall be borne by the Unit Owner.
29. If a key or keys to a Unit, automobile, trunk or other item of personal property is entrusted by a Unit Owner or Lessee or by a member of his family or by his agent, servant, employee, licensee or visitor, to any employee of the Condominium Association or of the Managing Agent, the acceptance of the key by said employee shall be at the sole risk of the Unit Owner or owner of the personal property and neither the Board nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. Authorization for the Resident Manager to enter a Unit when the Unit Owner is not present (except in the case of emergency or as provided in House Rules 20 and 31 hereof) must be in writing, delivered to the Resident Manager or Managing Agent. Such entry shall be at the Unit Owner's sole risk.

30. Regulations concerning storage facilities and the goods that may be kept therein shall be made by the Board.
31. The Managing Agent and any contractor retained by it [accompanied by the Resident Manager or a representative of the Managing Agent] may enter a Unit to inspect same for fire or other safety hazards or for vermin, insects or other pests or to treat the Unit for such pests. The Unit Owner, in writing delivered to the Managing Agent, may require 24 hours written notice of such a visit. The reasonable cost of such inspection and any treatment required as a result of such inspection shall be borne by the Unit Owner; regular exterminator services shall be at the expense of the Condominium Association.
32. A Unit Owner shall be liable for any damage to the Common Elements and other property of the Condominium Association caused by the Unit Owner or his or her Lessee or any other person for whose conduct he or she is legally responsible.
33. A complaint with respect to the service of the Building shall be in writing to the Managing Agent or the Board. If a Unit Owner shall request an inspection of or other service with respect to his or her Unit or the Building by a governmental agency, for which inspection or other service the agency shall charge a fee or other charge, said fee or charge shall be the obligation of the Unit Owner ordering the inspection or service. If the fee or charge by law shall be payable by the Condominium Association, the Unit Owner who requested the applicable inspection or service shall reimburse the fee or charge to the Condominium Association.
34. A Unit shall be used only for single family residence purposes or for such professional purposes as shall be permitted by the rules of Town of Mamaroneck or other applicable governmental unit. If any Unit is used for a professional or business purpose permitted by law, patients, clients, customers or other invitees of the Unit Owner of that Unit shall not be permitted to wait in any lobby, public hallway or vestibule. The Board shall have the right to restrict the number of business visitors a Unit may have. Notwithstanding that a business use may be permitted by applicable governmental rules, the Board shall have the right to prohibit business uses which cause noxious odors, such as a nail salon, or other disturbances to other Unit Owners.
- A business conducted by a Unit Owner or Lessee in a Unit that has more than two employees or that has customers, suppliers or other non-residents entering the Condominium for purpose of conducting such business on a regular basis shall require special permission of the Board.
- If a business or profession conducted in a Unit has employees who are not residents of the Unit, the Unit Owner or Lessee shall provide the Board with an endorsement to his or her liability policy or policies naming the Condominium Association and the Manager as additional insureds. The Unit Owner or Lessee shall also provide the Board with evidence that all employees are covered by Workmen's Compensation insurance.
35. A consent or approval given by the Board pursuant to these House Rules and Regulations shall be revocable by the Board at any time.

36. Charges for infraction of these House Rules and Regulations or late payment of a monetary obligation by a Unit Owner may be imposed by the Board, which charges are an integral part of these House Rules and Regulations. Appendixes #3 and 4 attached hereto set forth the Condominium Association's Late Payment Charge policy and Schedule of House Rules Infraction Charges, respectively.
37. If a Unit Owner does not comply with any obligation of said Unit Owner imposed by these House Rules and Regulations or by the Condominium Association By-Laws or any obligation to pay a late payment charge and/or charge imposed for an infraction of these House Rules and Regulations, said Unit Owner shall be required to pay the attorney fees incurred by the Condominium Association in enforcing the Unit Owner's obligations.
38. These House Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.
39. If there shall be a conflict between the language of these House Rules and Regulations and that of the Condominium By-Laws or the Declaration, the language of the By-Laws or the Declaration, as the case may be, shall prevail. These House Rules and Regulations, adopted in August 2014, by the Board of Managers of the Condominium Association supersede all House Rules and Regulations previously adopted by the Board.

CHATSWORTH GARDENS CONDOMINIUM

UNIT RENOVATION/ALTERATION/REPAIR PROCEDURES

With the exception of minor decorative or cosmetic work [as defined in the last paragraph of Appendix #1] in a Unit, the following procedures for the renovation, alteration or repair of a Unit [the “Renovation Unit”] or any part thereof must be complied with by the Owner of that Unit. The Unit Owner must agree to complete the Proposed Work within the Time Frame stated in the request for approval of the Proposed Work. The Time Frame is not to exceed 180 calendar days. *Renovations impact the normal maintenance and upkeep of the building and interfere with the peaceful possession and proper use of the property by its residents. As such, failure to complete the Proposed Work within the Time Frame will result in a charge of \$500 for each day of work beyond the 180 day period. Charges* are payable to the Chatsworth Condominium Association. The amount of any such *charges*, if not paid when billed, shall become a lien on the Renovation Unit and may be foreclosed in a like manner to common charge foreclosures.

1. Any Unit Owner who intends to make a renovation, alteration or repair to his Unit, including, but not limited to carpentry, installation, removal or relocation of walls, plumbing, electric, lighting fixtures, Installation of major appliances, etc. [“Proposed Work”], shall notify the Managing Agent in writing of such intention, with a request for approval of the Proposed Work by the Board.
2. Such written request shall be accompanied by the following:
 - a. Plan(s) and drawing(s) of the Proposed Work; installation, removal, or relocation of major appliances, air-conditioners, lighting fixtures, other fixtures, plumbing and electrical lines and walls must be detailed. Such plans and drawings must be accompanied by a written statement of the Unit Owner setting forth the Time Frame which the Proposed Work will require from the date work commences to the date the work will be completed and the contractors performing the work and their materials will have left the buildings (the “Time Frame.”)
 - b. Copies of proposed or executed contracts with the general contractor and any sub-contractor.
 - c. Signed House Rules and Regulations Agreement (Signature Page, Exhibit 1 to Appendix 1).
 - d. Insurance certificates from proposed contractors and sub-contractors:
 1. Naming the Unit Owner, Condominium Association and Managing Agent as additional insureds.
 2. Setting forth a minimum of one million (\$1,000,000.00) dollars of general liability insurance.
 3. Setting forth evidence of workers compensation and disability insurance.

- e. Completed Renovation and Alteration Application (a copy of which shall be obtained from the Managing Agent).
 - f. A Building Permit issued by the Town of Mamaroneck must be delivered to the Managing Agent after the Board has approved the Proposed Work, but prior to commencement of the Approved Work.
 - g. A check made payable to Chatsworth Gardens Condominium in the amount of \$1000.00 as a damage security deposit, which amount the Board may increase in its sole discretion.
 - h. Construction schedules, including the estimated date of completion of the Proposed Work.
 - i. Copies of licenses of the general contractor and any sub-contractor performing work which requires a license [such as plumbers and electricians].
2. Written consent of the Board for the Proposed Work must be obtained prior to the commencement of any such work. The Proposed Work, as approved, shall be the "Approved Work". Any proposed deviation from the Approved Work must be submitted to the Board of Managers for approval and in no case shall extend beyond the Time Frame.
3. If the Board determines that it requires consultation with an architect, engineer or other professional in connection with its review of the Proposed Work, the cost of such consultation shall be paid by the Unit Owner to Chatsworth Condominium Association.
4. Any damage to another Unit or Common Element resulting from performance of the work in the Unit shall be repaired at the cost of the Unit Owner. Such damage must be repaired to the satisfaction of the Board within five days after written notice to the Unit Owner of such damage. If the Unit Owner fails to repair such damage within such five day period (or if such repair shall require more than five days, such Unit Owner fails to commence such work within such five day period and diligently prosecute same to completion), the Board may cause such work to be performed, with the costs to be deducted from the damage security deposit, with any excess billed to the Unit Owner as an addition to his or her common charges.
5. Work in the Unit may not be conducted on Saturdays, Sundays or Federal holidays. On weekdays Approved Work may only be performed between 8:00 am and 5 pm. All construction personnel must be out of the Building by 5:00 pm on weekdays.
6. The Unit Owner shall be solely responsible for the removal of rubbish and debris resulting from the work in the Unit.
7. If a Building Permit shall be required for the Approved Work, the Unit Owner shall submit to the Managing Agent, within thirty (30) days after the completion of the Approved Work (except for minor decorative or cosmetic work), a Certificate of Completion or other written evidence of the Town of Mamaroneck Building Department that the contractor has complied with all the provisions of the Zoning

Ordinance and Building Code of the Town and that the work set forth in the Building Permit has been completed in accordance with the plans and specifications filed under the Building Permit.

8. If a Unit Owner receives the consent of the Board to perform Approved Work, he or she shall notify Unit Owners of Units on the same floor and the Units in the same line on the floor above and the floor below the Unit, in writing, stating (i) the nature of the Approved Work, (ii) the date such work will commence and (iii) the date it is anticipated the Approved Work will be completed; a copy of said writing shall be furnished to the Managing Agent and Resident Manager with the names and Unit numbers of the recipients.

9. The Unit Owner of the Unit in which the Approved Work is being performed shall be responsible for the repair of any damage to elevators, Common Areas or other Units resulting from the work in the Unit and for the maintenance of the cleanliness of Common Areas affected by the work in the Unit. Performance of the work in the Unit may take no longer than 180 days from the date of commencement, unless such period shall be extended by the written approval of the Board.

10. Minor decorative and cosmetic work includes painting, hanging of pictures and wallpaper and the laying of carpet. Although Unit Owners who have minor decorative and cosmetic work performed do not have to satisfy the more stringent requirements associated with Proposed and Approved Work, they must comply with the provisions of the House Rules and this appendix with respect to hours of work, rubbish and debris removal and repair of damage caused to other Units and Common Elements. Any costs incurred by the Condominium Association by reason of Approved or other Work performed by a Unit Owner shall be paid to the Condominium Association by the Unit Owner.

11. A Unit Owner shall not have the right to enter the Renovation Unit unless accompanied by the owner of the Renovation Unit nor shall any Unit Owner meet with a contractor performing the Approved Work to discuss the work, the noise, the cleanliness or the date of completion of the contractor's work.

12. If a Unit Owner shall have an issue with respect to the work being performed in the Renovation Unit, such as noise, cleanliness, damage or the like, he or she shall so notify the Managing Agent, who shall seek to resolve the issue. The Unit Owner of the Renovation Unit shall respect the rights of other Unit Owners and make accommodations for claims of disabilities, sickness or other reasonable requests.

13. The Board or the Building Superintendent shall have the right to stop work from being performed in the Renovation Unit if such work does not conform to these House Rules and Regulations.

14. If the Board, in its judgement, shall determine that the water supply system in one or both of the Buildings shall be inadequate to service the laundry washing machines and/or dishwashers in such Building(s), the Board shall have the right to prohibit the replacement of any such machine by the Unit Owner or to prohibit the installation of such a machine in a Unit that does not have such a machine.

Exhibit 1 to Appendix 1

HOUSE RULES AND REGULATIONS AGREEMENT:

Renovation/alteration of units

I have read and agree to abide by the Chatsworth Gardens Condominium House Rules and Regulations.
I/We will review such rules and Regulations with my/our contractor.

Unit Owner signature

Date

Unit Owner signature

Date

Unit number

SALE AND RENTAL OF UNITS

The procedures outlined in this Appendix are contained in Article XI of the By-Laws of the Condominium Association or have been otherwise promulgated by the Board. Pursuant to said Article XI the Board has a right of first refusal to exercise an option to purchase or lease a Unit on equal terms to that of an offer presented by a third party to a Unit Owner, which the Unit Owner accepts or intends to accept. This Appendix supplements, but does not supersede said Article XI, which contains additional provisions with respect to any proposed sale or lease of a Unit.

I. In connection with the sale or rental of a Unit, the Unit Owner must comply with the following procedure:

1. A Unit Owner [or his or her attorney] shall notify the Board of a bona fide offer for the sale or lease of his or her Unit, which the Unit Owner intends to accept, by sending notice of such offer to the Managing Agent, which notice shall request a waiver of the Board's right of first refusal and shall be accompanied by (i) a true and complete copy of the executed contract of sale or lease, (ii) a refundable check in the amount of \$500.00 payable to the Condominium Association [a Move In-Move Out security deposit], (iii) a non-refundable check in the amount of \$250.00 payable to the Managing Agent [a processing fee], and (iv) a completed information application with respect to the proposed purchaser or lessee, a blank copy of which may be obtained from the Managing Agent. At its option the Board may dispense with the need for an information application.
2. Upon receipt of such notice, the Managing Agent shall notify the Unit Owner and his or her attorney of (i) any outstanding monetary obligations of the Unit Owner to the Condominium Association and (ii) any uncured violation of the House Rules by the Unit Owner, which obligations the Unit Owner must satisfy and violation the Unit Owner must cure, before the Managing Agent shall process the Unit Owner's request for a waiver.
3. The Board may require a meeting with the proposed purchaser or lessee, as well as any others who intend to occupy the Unit, on a date and at a time which is mutually convenient to all parties.
4. If the Board does not intend to exercise its right of first refusal, then no later than 20 days after the receipt by the Managing Agent of the notice of offer and accompanying documents set forth in 1

above, and compliance with the Unit Owner's obligations set forth in 2 and 3 above, if any be required, the Board shall execute and deliver to the Managing Agent a waiver of such right. (See Exhibit 1 at the end of this Appendix #2.) The Managing Agent shall thereupon deliver same to the Unit Owner or his or her attorney.

5. In the event of a sale, the Condominium Association shall not recognize the conveyance of title to a Unit until the purchaser shall have executed before a notary public (i) duplicate copies of a Power of Attorney in the form set forth in Exhibit I attached to the Offering Plan of the Condominium Association, one of which shall be recorded by the purchaser with the County Clerk of Westchester County and the other delivered to the Managing Agent after the closing and (ii) duplicate copies of an Acceptance and Ratification Agreement delivered to him by the Managing Agent, which executed copies shall be delivered to the Managing Agent after the closing.

II. In the event of a lease of a Unit:

1. The Lessee shall be furnished by the Unit Owner with copies of the By-Laws and House Rules of the Condominium Association.
2. The lease, or a rider to the lease, shall contain the following language:
 - a) The Lessee accepts, ratifies and agrees to be bound by the provisions of the Condominium Association's Declaration, By-Laws, House Rules and Regulations, as same may be amended from time to time.
 - b) The Lessee shall not encroach upon the Common Elements.
 - c) The Lessee and the Unit Owner shall indemnify and hold harmless the Condominium Association, the Board and the Managing Agent from any damages, loss, cost or expense to the Common Elements arising from or in connection with the lease or the Lessee's occupancy of the Unit.
 - d) The Lessee shall not sublet the Unit and/or assign his rights as tenant under the lease.
 - e) The additional language required by Section 1 of Article XI of the Condominium Association's By-Laws, which language, in part, provides that a lease must provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board.
3. The Board may condition its issuance of a waiver of its right to lease upon receipt of a security deposit from the Lessee in a reasonable amount as the Board may determine in its discretion.
4. Promptly after execution a Unit Owner shall furnish to the Managing Agent a copy of each lease, extension of lease or other document amending a lease with a Lessee in occupancy ["Lease Document"]. An additional processing fee shall not be required for any Lease Document signed by a Unit Owner and a Lessee, if the initial processing fee shall have been paid to the Managing Agent. If the Managing Agent or the Board shall inform a Unit Owner that neither the Board nor the Managing Agent has a copy of a Lease Document for a Lessee in occupancy or a

prior Lessee, the Unit Owner shall promptly thereafter furnish a copy of the requested Lease Document to the Board.

5. If a Unit Owner does not comply with his or her obligations under Sub-division 4 of this Section II, the Owner shall be in default of his or her obligations under this Appendix #2 and the Board shall thereafter have no obligation to offer any services to the Lessee, including, but not limited to (i) repairs to the Unit which would otherwise be the Condominium's obligation (although the Condominium shall have the right to perform such repairs in its discretion), (ii) listing the Lessee on the front hall directory or the building mailboxes or (iii) providing any other service to the Unit Owner or Lessee which would be otherwise provided if the Unit Owner had so complied nor shall the Lessee, if then not a resident of the Building, be permitted to move into the Building until such obligations shall have been complied with.
6. In conjunction with any sale and / or rental Unit Owners, residents and prospective residents must comply with the provisions of the **MOVE-IN-MOVE OUT POLICY FOR CHATSWORTH GARDENS (Exhibit 1 to Appendix 2)** and must secure the approval of the Managing Agent for the date and time of each move in or move out.

Exhibit 1 to Appendix #2

MOVE IN / MOVE OUT POLICY
CHATSWORTH GARDENS CONDOMINIUM
14 N. Chatsworth Avenue
Larchmont, NY 10538

Resident/Tenant _____

Unit Number _____

We plan to move in / move out of the Chatsworth Gardens Condominium as follows:

- a. We understand that moves are restricted to Monday through Friday only
- b. We understand that moves must take place between 8:30 AM to 4:00 PM
- c. The Managing Agent must be notified at least one week in advance.
- d. Submit refundable deposit payable to Chatsworth Gardens (\$500)
- e. Have notice authorized by Managing Agent

Date of Move In / Move Out: _____

Estimated Time: _____

Name of resident(s) _____ Unit Number _____

Managing Agent Authorization: _____

Authorized Signature

**IF THERE IS ANY DAMAGE TO THE COMMON AREAS, THE COST OF REPAIR SHALL BE
BE DEDUCTED FROM THE DEPOSIT. ANY COST OF REPAIR IN EXCESS OF \$500 SHALL BE
BILLED TO THE RESIDENT MOVING IN OR OUT.**

Copies to be provided to Managing Agent and Resident Superintendent.

Exhibit 2 to Appendix #2

Certificate of Waiver by Board

Notice is hereby given, pursuant to Section 4 of Article XI of the By-Laws of Chatsworth Gardens Condominium that the Board of Managers, acting on behalf of all the unit owners of the condominium, does hereby waive and release its right of first refusal as to the purchase or lease of Unit No.

_____ of the Condominium on the terms and conditions as set forth in an offer of _____, offer \$ _____, offer dated _____, 20__.

This waiver constitutes an acknowledgement on the part of the Board of Managers, acting on behalf of all unit owners, of the right of the owner of the above unit forthwith to convey or lease Unit No. _____ to _____, offeror, on terms and conditions set forth in the offer referred to above; however, nothing contained herein shall be construed as a waiver of the right of first refusal as to the purchase or lease of Unit No. _____ on other terms and conditions, or on notice of the sale or lease of such unit to any other offeror. Nor shall this constitute a waiver of the provisions of Section 1 pf Article XI of the By-Laws regarding the terms of such deed or lease.

The Waiver granted herein shall be effective only while the common charges pertaining to said unit have been paid in full.

Dated _____, 20__.

President or Secretary of the Board of Managers

Of Chatsworth Gardens Condominium

The undersigned, _____, the owner(s) of Unit No. _____, in the building known as and by street number 14 North Chatsworth Avenue, Larchmont, State of New York, designated and described as Unit No. _____. In the Declaration establishing Chatsworth Gardens Condominium dated _____, 20____, recorded in the Office of the County Clerk, Westchester County, New York on _____, in Liber _____, at page _____, and on the Floor Plans on file in said Office as Condominium Plan No. _____.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of attorney this _____ day of _____, 201 .

STATE OF NEW YORK COUNTY OF WESTCHESTER:.)

On _____, 201_, before me personally came, to me known and known to me to be the individual described and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

LATE PAYMENT CHARGE POLICY

1. Common charges and other obligations of a Unit Owner are payable on or before the first day of the calendar month for which due. If a Unit Owner does not pay said common charges or other obligation in full by the 15th day of the month for which due, he or she shall be obligated to pay a late charge of \$50.00 for the calendar month for which said obligation was payable. If said obligation is not paid by the 15th day of the next calendar month, the Unit Owner shall be obligated to pay an additional late charge of \$50.00. If the obligation is not paid by the 15th day of the second month following the month in which originally payable, the Unit Owner shall be obligated to pay an additional late charge of \$100.00. For each succeeding calendar month in which the original obligation is not paid by the 15th day of said month an additional late charge of \$100.00 shall be payable. Said late charge[s] shall be liquidated damages in lieu of compensation to the Condominium Association for additional expenses incurred in billing and processing late payments and delay in receiving the Unit Owner's common charges and other obligations to be used for Condominium Association obligations.
2. Payments received by the Condominium Association shall be applied (i) first to unpaid common charges, commencing with the earliest arrearage, (ii) then to unpaid other monetary obligations, commencing with the earliest arrearage, (iii) then to unpaid late charges, (iv) then to current common charges.
3. Example: If a Unit Owner pays his or her July common charges on July 20, he or she will be assessed a late charge of \$50.00 (for the failure to pay the common charges prior to July 16). If he or she pays the July common charges on August 10, he or she will be assessed a late charge of \$50.00 [for July]. If he or she pays the July common charges on August 20, he or she will be assessed late charges of \$50.00 [for July] + \$50.00 [for August]. If he or she pays the July common charges on September 10, he or she will be assessed a late charge of \$50.00 [for July] + \$50.00 [for August]. If he or she pays the July common charges on September 20, he or she will be assessed late charges of \$50.00 [for July] + \$50.00 [for August] + \$100.00 [for September], etc.
4. The Board shall consider a written request for waiver of a late charge, which waiver shall be in the sole discretion of the Board.
5. If the Condominium Association shall incur attorney fees to collect any unpaid monetary obligation of a Unit Owner, the Unit Owner shall be liable for the attorney fees so incurred.

SCHEDULE OF CHARGES FOR INFRACTION OF HOUSE RULES

The Condominium Association House Rules have been classified into three categories of seriousness. Level #1 is defined as relatively minor or technical, easily corrected and often unintended. Level #3 is defined as very serious and indicative of a situation that is dangerous or otherwise urgent, clear lack of cooperation in rectifying the infraction, etc. Level # 2 includes those in between.

The Board realizes that these determinations are subjective, but it is also obvious that there are degrees of difference among the House Rules and even in the manner of the infraction of a single House Rule.

The Board will monitor those infractions that occur in the future and will make adjustments as are required. Comments from Unit Owners, in writing, are welcome.

The chart below reflects the grouping of all applicable House Rules into the three categories defined above.

The Board, upon notification by the Managing Agent that an infraction has occurred and not been corrected after notice to a Unit Owner, will send a "Notice of Infraction" to the Unit Owner concerned, which Notice will specify a period of time for the violation to be corrected. The period of time will be determined by the nature of the infraction and may vary from "immediate", as in the case of disturbing noise at night or a dangerous electrical connection, to a week or more. The Board will make its best judgment regarding a reasonable period of time.

For each Level of infraction a charge will be imposed as follows: Level #1 - \$25.00; Level #2 - \$50.00; Level #3 - \$100.00; Level #4 - \$500 per day in violation.

If an infraction is not corrected within the time specified in the Notice the charge will be doubled and the Unit Owner notified. The doubled amount will be imposed again and again – each time the allotted period elapses without correction.

A Unit Owner who believes that he or she has not committed an infraction may challenge such determination by a written notice to the Board or Managing Agent given within 10 days after receipt of the Notice. The Board may revoke the Notice if it accepts the Owner's position and reduce or revoke any charges that may have been imposed. If the challenge is not accepted, the Owner will be so notified.

The Board will use discretion in determining time intervals, but intends to use its authority to enforce the House Rules for the benefit of the Condominium Association.

SCHEDULE OF CHARGES: - See next page

SCHEDULE OF CHARGES

LEVELS	HOUSE RULES	FIRST CHARGE
Level 1	2, 3, 5, 9, 17, 23, 24, 26, 28, 29, 30	\$ 25.00
Level 2	4, 7, 8, 10, 14, 18, 22, 25, 27, 34	\$ 50.00
Level 3	6, 11, 12, 13, 15, 16, 19, 20, 21, 31, 32	\$100.00
Level 4	1 c, Unit Renovation	\$500 / day in violation

CHATSWORTH GARDENS CONDOMINIUM

UNIT RENOVATION/ALTERATION/REPAIR PROCEDURES

With the exception of minor decorative or cosmetic work [as defined in the last paragraph of Appendix #1] in a Unit, the following procedures for the renovation, alteration or repair of a Unit [the “Renovation Unit”] or any part thereof must be complied with by the Owner of that Unit. The Unit Owner must agree to complete the Proposed Work within the Time Frame stated in the request for approval of the Proposed Work. The Time Frame is not to exceed 180 calendar days. *Renovations impact the normal maintenance and upkeep of the building and interfere with the peaceful possession and proper use of the property by its residents. As such, failure to complete the Proposed Work within the Time Frame will result in a charge of \$500 for each day of work beyond the 180 day period. Charges* are payable to the Chatsworth Condominium Association. The amount of any such *charges*, if not paid when billed, shall become a lien on the Renovation Unit and may be foreclosed in a like manner to common charge foreclosures.

1. Any Unit Owner who intends to make a renovation, alteration or repair to his Unit, including, but not limited to carpentry, installation, removal or relocation of walls, plumbing, electric, lighting fixtures, Installation of major appliances, etc. [“Proposed Work”], shall notify the Managing Agent in writing of such intention, with a request for approval of the Proposed Work by the Board.
2. Such written request shall be accompanied by the following:
 - a. Plan(s) and drawing(s) of the Proposed Work; installation, removal, or relocation of major appliances, air-conditioners, lighting fixtures, other fixtures, plumbing and electrical lines and walls must be detailed. Such plans and drawings must be accompanied by a written statement of the Unit Owner setting forth the Time Frame which the Proposed Work will require from the date work commences to the date the work will be completed and the contractors performing the work and their materials will have left the buildings (the “Time Frame.”)
 - b. Copies of proposed or executed contracts with the general contractor and any sub-contractor.
 - c. Signed House Rules and Regulations Agreement (Signature Page, Exhibit 1 to Appendix 1).
 - d. Insurance certificates from proposed contractors and sub-contractors:
 1. Naming the Unit Owner, Condominium Association and Managing Agent as additional insureds.
 2. Setting forth a minimum of one million (\$1,000,000.00) dollars of general liability insurance.
 3. Setting forth evidence of workers compensation and disability insurance.

- e. Completed Renovation and Alteration Application (a copy of which shall be obtained from the Managing Agent).
 - f. A Building Permit issued by the Town of Mamaroneck must be delivered to the Managing Agent after the Board has approved the Proposed Work, but prior to commencement of the Approved Work.
 - g. A check made payable to Chatsworth Gardens Condominium in the amount of \$1000.00 as a damage security deposit, which amount the Board may increase in its sole discretion.
 - h. Construction schedules, including the estimated date of completion of the Proposed Work.
 - i. Copies of licenses of the general contractor and any sub-contractor performing work which requires a license [such as plumbers and electricians].
2. Written consent of the Board for the Proposed Work must be obtained prior to the commencement of any such work. The Proposed Work, as approved, shall be the "Approved Work". Any proposed deviation from the Approved Work must be submitted to the Board of Managers for approval and in no case shall extend beyond the Time Frame.
3. If the Board determines that it requires consultation with an architect, engineer or other professional in connection with its review of the Proposed Work, the cost of such consultation shall be paid by the Unit Owner to Chatsworth Condominium Association.
4. Any damage to another Unit or Common Element resulting from performance of the work in the Unit shall be repaired at the cost of the Unit Owner. Such damage must be repaired to the satisfaction of the Board within five days after written notice to the Unit Owner of such damage. If the Unit Owner fails to repair such damage within such five day period (or if such repair shall require more than five days, such Unit Owner fails to commence such work within such five day period and diligently prosecute same to completion), the Board may cause such work to be performed, with the costs to be deducted from the damage security deposit, with any excess billed to the Unit Owner as an addition to his or her common charges.
5. Work in the Unit may not be conducted on Saturdays, Sundays or Federal holidays. On weekdays Approved Work may only be performed between 8:00 am and 5 pm. All construction personnel must be out of the Building by 5:00 pm on weekdays.
6. The Unit Owner shall be solely responsible for the removal of rubbish and debris resulting from the work in the Unit.
7. If a Building Permit shall be required for the Approved Work, the Unit Owner shall submit to the Managing Agent, within thirty (30) days after the completion of the Approved Work (except for minor decorative or cosmetic work), a Certificate of Completion or other written evidence of the Town of Mamaroneck Building Department that the contractor has complied with all the provisions of the Zoning

Ordinance and Building Code of the Town and that the work set forth in the Building Permit has been completed in accordance with the plans and specifications filed under the Building Permit.

8. If a Unit Owner receives the consent of the Board to perform Approved Work, he or she shall notify Unit Owners of Units on the same floor and the Units in the same line on the floor above and the floor below the Unit, in writing, stating (i) the nature of the Approved Work, (ii) the date such work will commence and (iii) the date it is anticipated the Approved Work will be completed; a copy of said writing shall be furnished to the Managing Agent and Resident Manager with the names and Unit numbers of the recipients.

9. The Unit Owner of the Unit in which the Approved Work is being performed shall be responsible for the repair of any damage to elevators, Common Areas or other Units resulting from the work in the Unit and for the maintenance of the cleanliness of Common Areas affected by the work in the Unit. Performance of the work in the Unit may take no longer than 180 days from the date of commencement, unless such period shall be extended by the written approval of the Board.

10. Minor decorative and cosmetic work includes painting, hanging of pictures and wallpaper and the laying of carpet. Although Unit Owners who have minor decorative and cosmetic work performed do not have to satisfy the more stringent requirements associated with Proposed and Approved Work, they must comply with the provisions of the House Rules and this appendix with respect to hours of work, rubbish and debris removal and repair of damage caused to other Units and Common Elements. Any costs incurred by the Condominium Association by reason of Approved or other Work performed by a Unit Owner shall be paid to the Condominium Association by the Unit Owner.

11. A Unit Owner shall not have the right to enter the Renovation Unit unless accompanied by the owner of the Renovation Unit nor shall any Unit Owner meet with a contractor performing the Approved Work to discuss the work, the noise, the cleanliness or the date of completion of the contractor's work.

12. If a Unit Owner shall have an issue with respect to the work being performed in the Renovation Unit, such as noise, cleanliness, damage or the like, he or she shall so notify the Managing Agent, who shall seek to resolve the issue. The Unit Owner of the Renovation Unit shall respect the rights of other Unit Owners and make accommodations for claims of disabilities, sickness or other reasonable requests.

13. The Board or the Building Superintendent shall have the right to stop work from being performed in the Renovation Unit if such work does not conform to these House Rules and Regulations.

14. If the Board, in its judgement, shall determine that the water supply system in one or both of the Buildings shall be inadequate to service the laundry washing machines and/or dishwashers in such Building(s), the Board shall have the right to prohibit the replacement of any such machine by the Unit Owner or to prohibit the installation of such a machine in a Unit that does not have such a machine.

Exhibit 1 to Appendix 1

HOUSE RULES AND REGULATIONS AGREEMENT:

Renovation/alteration of units

I have read and agree to abide by the Chatsworth Gardens Condominium House Rules and Regulations.
I/We will review such rules and Regulations with my/our contractor.

Unit Owner signature

Date

Unit Owner signature

Date

Unit number

SALE AND RENTAL OF UNITS

The procedures outlined in this Appendix are contained in Article XI of the By-Laws of the Condominium Association or have been otherwise promulgated by the Board. Pursuant to said Article XI the Board has a right of first refusal to exercise an option to purchase or lease a Unit on equal terms to that of an offer presented by a third party to a Unit Owner, which the Unit Owner accepts or intends to accept. This Appendix supplements, but does not supersede said Article XI, which contains additional provisions with respect to any proposed sale or lease of a Unit.

I. In connection with the sale or rental of a Unit, the Unit Owner must comply with the following procedure:

1. A Unit Owner [or his or her attorney] shall notify the Board of a bona fide offer for the sale or lease of his or her Unit, which the Unit Owner intends to accept, by sending notice of such offer to the Managing Agent, which notice shall request a waiver of the Board's right of first refusal and shall be accompanied by (i) a true and complete copy of the executed contract of sale or lease, (ii) a refundable check in the amount of \$500.00 payable to the Condominium Association [a Move In-Move Out security deposit], (iii) a non-refundable check in the amount of \$250.00 payable to the Managing Agent [a processing fee], and (iv) a completed information application with respect to the proposed purchaser or lessee, a blank copy of which may be obtained from the Managing Agent. At its option the Board may dispense with the need for an information application.
2. Upon receipt of such notice, the Managing Agent shall notify the Unit Owner and his or her attorney of (i) any outstanding monetary obligations of the Unit Owner to the Condominium Association and (ii) any uncured violation of the House Rules by the Unit Owner, which obligations the Unit Owner must satisfy and violation the Unit Owner must cure, before the Managing Agent shall process the Unit Owner's request for a waiver.
3. The Board may require a meeting with the proposed purchaser or lessee, as well as any others who intend to occupy the Unit, on a date and at a time which is mutually convenient to all parties.
4. If the Board does not intend to exercise its right of first refusal, then no later than 20 days after the receipt by the Managing Agent of the notice of offer and accompanying documents set forth in 1

above, and compliance with the Unit Owner's obligations set forth in 2 and 3 above, if any be required, the Board shall execute and deliver to the Managing Agent a waiver of such right. (See Exhibit 1 at the end of this Appendix #2.) The Managing Agent shall thereupon deliver same to the Unit Owner or his or her attorney.

5. In the event of a sale, the Condominium Association shall not recognize the conveyance of title to a Unit until the purchaser shall have executed before a notary public (i) duplicate copies of a Power of Attorney in the form set forth in Exhibit I attached to the Offering Plan of the Condominium Association, one of which shall be recorded by the purchaser with the County Clerk of Westchester County and the other delivered to the Managing Agent after the closing and (ii) duplicate copies of an Acceptance and Ratification Agreement delivered to him by the Managing Agent, which executed copies shall be delivered to the Managing Agent after the closing.

II. In the event of a lease of a Unit:

1. The Lessee shall be furnished by the Unit Owner with copies of the By-Laws and House Rules of the Condominium Association.
2. The lease, or a rider to the lease, shall contain the following language:
 - a) The Lessee accepts, ratifies and agrees to be bound by the provisions of the Condominium Association's Declaration, By-Laws, House Rules and Regulations, as same may be amended from time to time.
 - b) The Lessee shall not encroach upon the Common Elements.
 - c) The Lessee and the Unit Owner shall indemnify and hold harmless the Condominium Association, the Board and the Managing Agent from any damages, loss, cost or expense to the Common Elements arising from or in connection with the lease or the Lessee's occupancy of the Unit.
 - d) The Lessee shall not sublet the Unit and/or assign his rights as tenant under the lease.
 - e) The additional language required by Section 1 of Article XI of the Condominium Association's By-Laws, which language, in part, provides that a lease must provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board.
3. The Board may condition its issuance of a waiver of its right to lease upon receipt of a security deposit from the Lessee in a reasonable amount as the Board may determine in its discretion.
4. Promptly after execution a Unit Owner shall furnish to the Managing Agent a copy of each lease, extension of lease or other document amending a lease with a Lessee in occupancy ["Lease Document"]. An additional processing fee shall not be required for any Lease Document signed by a Unit Owner and a Lessee, if the initial processing fee shall have been paid to the Managing Agent. If the Managing Agent or the Board shall inform a Unit Owner that neither the Board nor the Managing Agent has a copy of a Lease Document for a Lessee in occupancy or a

prior Lessee, the Unit Owner shall promptly thereafter furnish a copy of the requested Lease Document to the Board.

5. If a Unit Owner does not comply with his or her obligations under Sub-division 4 of this Section II, the Owner shall be in default of his or her obligations under this Appendix #2 and the Board shall thereafter have no obligation to offer any services to the Lessee, including, but not limited to (i) repairs to the Unit which would otherwise be the Condominium's obligation (although the Condominium shall have the right to perform such repairs in its discretion), (ii) listing the Lessee on the front hall directory or the building mailboxes or (iii) providing any other service to the Unit Owner or Lessee which would be otherwise provided if the Unit Owner had so complied nor shall the Lessee, if then not a resident of the Building, be permitted to move into the Building until such obligations shall have been complied with.
6. In conjunction with any sale and / or rental Unit Owners, residents and prospective residents must comply with the provisions of the **MOVE-IN-MOVE OUT POLICY FOR CHATSWORTH GARDENS (Exhibit 1 to Appendix 2)** and must secure the approval of the Managing Agent for the date and time of each move in or move out.

Exhibit 1 to Appendix #2

MOVE IN / MOVE OUT POLICY
CHATSWORTH GARDENS CONDOMINIUM
14 N. Chatsworth Avenue
Larchmont, NY 10538

Resident/Tenant _____

Unit Number _____

We plan to move in / move out of the Chatsworth Gardens Condominium as follows:

- a. We understand that moves are restricted to Monday through Friday only
- b. We understand that moves must take place between 8:30 AM to 4:00 PM
- c. The Managing Agent must be notified at least one week in advance.
- d. Submit refundable deposit payable to Chatsworth Gardens (\$500)
- e. Have notice authorized by Managing Agent

Date of Move In / Move Out: _____

Estimated Time: _____

Name of resident(s) _____ Unit Number _____

Managing Agent Authorization: _____

Authorized Signature

**IF THERE IS ANY DAMAGE TO THE COMMON AREAS, THE COST OF REPAIR SHALL BE
BE DEDUCTED FROM THE DEPOSIT. ANY COST OF REPAIR IN EXCESS OF \$500 SHALL BE
BILLED TO THE RESIDENT MOVING IN OR OUT.**

Copies to be provided to Managing Agent and Resident Superintendent.

Exhibit 2 to Appendix #2

Certificate of Waiver by Board

Notice is hereby given, pursuant to Section 4 of Article XI of the By-Laws of Chatsworth Gardens Condominium that the Board of Managers, acting on behalf of all the unit owners of the condominium, does hereby waive and release its right of first refusal as to the purchase or lease of Unit No.

_____ of the Condominium on the terms and conditions as set forth in an offer of _____, offer \$ _____, offer dated _____, 20__.

This waiver constitutes an acknowledgement on the part of the Board of Managers, acting on behalf of all unit owners, of the right of the owner of the above unit forthwith to convey or lease Unit No. _____ to _____, offeror, on terms and conditions set forth in the offer referred to above; however, nothing contained herein shall be construed as a waiver of the right of first refusal as to the purchase or lease of Unit No. _____ on other terms and conditions, or on notice of the sale or lease of such unit to any other offeror. Nor shall this constitute a waiver of the provisions of Section 1 pf Article XI of the By-Laws regarding the terms of such deed or lease.

The Waiver granted herein shall be effective only while the common charges pertaining to said unit have been paid in full.

Dated _____, 20__.

President or Secretary of the Board of Managers

Of Chatsworth Gardens Condominium

The undersigned, _____, the owner(s) of Unit No. _____, in the building known as and by street number 14 North Chatsworth Avenue, Larchmont, State of New York, designated and described as Unit No. _____. In the Declaration establishing Chatsworth Gardens Condominium dated _____, 20____, recorded in the Office of the County Clerk, Westchester County, New York on _____, in Liber _____, at page _____, and on the Floor Plans on file in said Office as Condominium Plan No. _____.

LATE PAYMENT CHARGE POLICY

1. Common charges and other obligations of a Unit Owner are payable on or before the first day of the calendar month for which due. If a Unit Owner does not pay said common charges or other obligation in full by the 15th day of the month for which due, he or she shall be obligated to pay a late charge of \$50.00 for the calendar month for which said obligation was payable. If said obligation is not paid by the 15th day of the next calendar month, the Unit Owner shall be obligated to pay an additional late charge of \$50.00. If the obligation is not paid by the 15th day of the second month following the month in which originally payable, the Unit Owner shall be obligated to pay an additional late charge of \$100.00. For each succeeding calendar month in which the original obligation is not paid by the 15th day of said month an additional late charge of \$100.00 shall be payable. Said late charge[s] shall be liquidated damages in lieu of compensation to the Condominium Association for additional expenses incurred in billing and processing late payments and delay in receiving the Unit Owner's common charges and other obligations to be used for Condominium Association obligations.
2. Payments received by the Condominium Association shall be applied (i) first to unpaid common charges, commencing with the earliest arrearage, (ii) then to unpaid other monetary obligations, commencing with the earliest arrearage, (iii) then to unpaid late charges, (iv) then to current common charges.
3. Example: If a Unit Owner pays his or her July common charges on July 20, he or she will be assessed a late charge of \$50.00 (for the failure to pay the common charges prior to July 16). If he or she pays the July common charges on August 10, he or she will be assessed a late charge of \$50.00 [for July]. If he or she pays the July common charges on August 20, he or she will be assessed late charges of \$50.00 [for July] + \$50.00 [for August]. If he or she pays the July common charges on September 10, he or she will be assessed a late charge of \$50.00 [for July] + \$50.00 [for August]. If he or she pays the July common charges on September 20, he or she will be assessed late charges of \$50.00 [for July] + \$50.00 [for August] + \$100.00 [for September], etc.
4. The Board shall consider a written request for waiver of a late charge, which waiver shall be in the sole discretion of the Board.
5. If the Condominium Association shall incur attorney fees to collect any unpaid monetary obligation of a Unit Owner, the Unit Owner shall be liable for the attorney fees so incurred.

SCHEDULE OF CHARGES FOR INFRACTION OF HOUSE RULES

The Condominium Association House Rules have been classified into three categories of seriousness. Level #1 is defined as relatively minor or technical, easily corrected and often unintended. Level #3 is defined as very serious and indicative of a situation that is dangerous or otherwise urgent, clear lack of cooperation in rectifying the infraction, etc. Level # 2 includes those in between.

The Board realizes that these determinations are subjective, but it is also obvious that there are degrees of difference among the House Rules and even in the manner of the infraction of a single House Rule.

The Board will monitor those infractions that occur in the future and will make adjustments as are required. Comments from Unit Owners, in writing, are welcome.

The chart below reflects the grouping of all applicable House Rules into the three categories defined above.

The Board, upon notification by the Managing Agent that an infraction has occurred and not been corrected after notice to a Unit Owner, will send a "Notice of Infraction" to the Unit Owner concerned, which Notice will specify a period of time for the violation to be corrected. The period of time will be determined by the nature of the infraction and may vary from "immediate", as in the case of disturbing noise at night or a dangerous electrical connection, to a week or more. The Board will make its best judgment regarding a reasonable period of time.

For each Level of infraction a charge will be imposed as follows: Level #1 - \$25.00; Level #2 - \$50.00; Level #3 - \$100.00; Level #4 - \$500 per day in violation.

If an infraction is not corrected within the time specified in the Notice the charge will be doubled and the Unit Owner notified. The doubled amount will be imposed again and again – each time the allotted period elapses without correction.

A Unit Owner who believes that he or she has not committed an infraction may challenge such determination by a written notice to the Board or Managing Agent given within 10 days after receipt of the Notice. The Board may revoke the Notice if it accepts the Owner's position and reduce or revoke any charges that may have been imposed. If the challenge is not accepted, the Owner will be so notified.

The Board will use discretion in determining time intervals, but intends to use its authority to enforce the House Rules for the benefit of the Condominium Association.

SCHEDULE OF CHARGES: - See next page

SCHEDULE OF CHARGES

LEVELS	HOUSE RULES	FIRST CHARGE
Level 1	2, 3, 5, 9, 17, 23, 24, 26, 28, 29, 30	\$ 25.00
Level 2	4, 7, 8, 10, 14, 18, 22, 25, 27, 34	\$ 50.00
Level 3	6, 11, 12, 13, 15, 16, 19, 20, 21, 31, 32	\$100.00
Level 4	1 c, Unit Renovation	\$500 / day in violation

DATE: _____

APARTMENT: _____

I/WE HAVE RECEIVED AND READ THE HOUSE RULES FOR CHATSWORTH GARDENS
CONDOMINIUM.

PROSPECTIVE

LESSEE _____

PROSPECTIVE

LESSEE _____

I/WE HAVE READ AND UNDERSTOOD THE RULES FROM CHATSWORTH GARDENS REGARDING
REPAIRS, ALTERATIONS AND IMPROVEMENTS.

DATE: _____

PROSPECTIVE

LESSEE _____

PROSPECTIVE LESSEE
