

# CLUB POINTE IN WHITE PLAINS CONDOMINIUM

*c/o Stillman Management, Inc.  
440 Mamaroneck Avenue #Suite S512  
Harrison, NY 10528  
914-813-1900/fax-914-813-1919*

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## POLICIES AND PROCEDURES

FOR

SELLING

AT

## CLUB POINTE IN WHITE PLAINS CONDOMINIUM

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Dear Unit Owner:

At the Board of Managers meeting of Club Pointe in White Plains Condominium held on March 17, 2003 the following **amended** sale/leasing policies and procedures for processing of requests for waivers of the Board of Manager's Right of First Refusal for both selling and leasing of units at Club Pointe in White Plains Condominium was adopted effective immediately.

Any request for a Waiver of Right of First Refusal for either a sale or leasing of a unit must be submitted to the Board of Managers through their managing agent, Stillman Management, Inc., 440 Mamaroneck Avenue Suite S-512 Harrison, NY 10528, in writing, certified mail, return receipt requested, specifying the name and address of the intended purchaser(s) or tenant(s) and the exact terms of the proposed sale/lease. Requests must be submitted at least ten (10) days prior to the anticipated closing date or effective date of the lease.

Attached please find an outline of the established procedures for both the Leasing and Sale of a unit at Club Pointe in White Plains Condominium

Your cooperation in abiding with the established procedures will help expedite the processing of these requests and allow closing dates and move-in dates to be met.

## IN THE CASE OF A CONTRACT OF SALE

- Exact copy of the executed Contract of Sale
- Information Sheets for buyer and seller (see below)
- Information Sheet for Attorneys for Buyer and Seller
- At the time a request for a Waiver is made, all monies due and owing the Condominium including common charges, assessments and/or other charges outstanding against the unit must be paid in full.
- Each sale request must be accompanied by a check payable to Stillman Management, Inc. in the amount of \$325.00. This amount is due and payable by the **Seller** and will be retained to cover the costs of processing of the request.
- The Managing Agent must be provided with the name and address of the purchaser(s) mortgage company (if any) as they wish it to appear on a Certificate of Insurance which must be requested from and issued by the insurance broker prior to closing.
- At closing, the **purchaser** must provide a payment to Club Pointe Condominiums in the amount of \$5,000 which represents the capital contribution.
- The managing agent must be notified of all moving dates.

\* \* \* \* \*

**CONFIDENTIAL**  
**INFORMATION SHEET**

**Stillman Management, Inc.**

440 Mamaroneck Avenue S-512

Harrison, New York 10528

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

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Unit Number: \_\_\_\_\_

New Owner'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 Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
New 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***

**CONFIDENTIAL**  
**INFORMATION SHEET**

**Stillman Management, Inc.**

440 Mamaroneck Avenue S-512

Harrison, New York 10528

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

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**Forwarding Address and Contact Information of Seller(s):**

**Address:** \_\_\_\_\_

**Telephone #:** home: \_\_\_\_\_

**Name:** \_\_\_\_\_ **work:** \_\_\_\_\_ **cell:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **work:** \_\_\_\_\_ **cell:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

All the above information is complete and accurate.

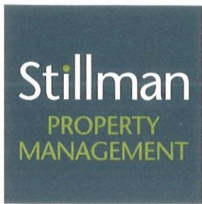
\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller 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***



440 Mamaroneck Avenue  
 Suite S-512  
 Harrison, NY 10528  
 T: 914.813.1900  
 F: 914.813.1919  
 www.stillmanmanagement.com



Please be advised that the Power of Attorney is included in this application as a courtesy and it is also in the Offering Plan, you will need to keep a copy for the closing.

Please provide the following information with your application in order to send the information regarding the Right of First Refusal for closing:

**Seller's Attorney**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

**Buyer's Attorney**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_



440 Mamaroneck Avenue, Suite S 512  
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 www.stillmanmanagement.com



Name of Club Pointe Homeowner/Resident:

\_\_\_\_\_ Club Pointe Drive

In case of an emergency, or to provide access to your home when necessary, please provide the name and phone number of two people who have a key to your home and your alarm access code (at least one must be a Club Pointe Homeowner/Resident). Include the unit number if the person is a Club Pointe Resident.

Name: \_\_\_\_\_ Unit: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Unit: \_\_\_\_\_ Phone: \_\_\_\_\_

It is each homeowner's responsibility to ensure that a Key Buddy is available. If your Key Buddy travels for an extended period of time, please make sure that there are two other Key Buddies available.

**Return to Stillman Management, Grace Di Maira by mail, email, [gdimaira@stillmanmanagement.com](mailto:gdimaira@stillmanmanagement.com) or fax 914-813-1919.**

Thank you.

DATE: \_\_\_\_\_

UNIT#: \_\_\_\_\_

I/WE HAVE RECEIVED AND READ THE CLUB POINTE RESIDENT HANDBOOK.

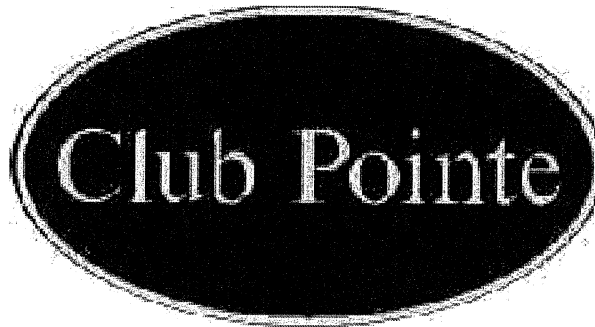
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**PURCHASER SIGNATURE**

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**PURCHASER SIGNATURE**

***CLUB POINTE IN WHITE PLAINS***



***RESIDENT HANDBOOK***

***Club Pointe Drive  
White Plains, New York 10605***

***Revised April 2019***

***CLUB POINTE IN WHITE PLAINS CONDOMINIUM***



Enclosed are pages of useful information about our community. This information package has been prepared to help acquaint you, and all of your household members, with your Community.

Whether you are a homeowner or lessee, we hope that this basic information and the supplemental description of the Condominium's Rules and Regulations will be helpful to you.

Please read this information carefully and keep it as a reference. Following these directives will help our Community maintain the quality of life that we all desire and will hopefully keep us all good neighbors.

If you have any questions or suggestions regarding additions or changes to any of the material, please advise Stillman Management, Inc.

**IMPORTANT INFORMATION:**

**Board of Managers**

Michael Buonassisi, President/Landscape Chair	Unit 13	914-438-1955
Stephen Davis, Vice President/Pool Chair	Unit 3	914-681-5122
Phyllis Huberman, Vice President/Special Projects	Unit 43	914-686-0510
Ermelinda (Linda) Cuono, Secretary	Unit 8	914-831-3085
Robert S. Schaps, Treasurer	Unit 10	914-472-0690

## **Pool House**

Phone Number: 914-448-2264

## **Managing Agent**

Stillman Management, Inc.  
440 Mamaroneck Avenue #Suite S512  
Harrison, NY 10528  
914-813-1900\*

Bobby Conca – Property Manager: 914-813-1924

Grace Di Maira – Administrative Assistant: 914-813-1943

Philip Schonberg – Account Executive: 914-813-1927

\*24 hours service is available. Phone forwarded to live answering service after business hours so that all emergency calls can be responded to appropriately.

## **White Plains Emergency Services**

Police / Fire / Ambulance: 911

Police (non-emergency): 914-422-6111

Fire (non-emergency): 914-422-6312

## **CLUB POINTE IN WHITE PLAINS CONDOMINIUM**

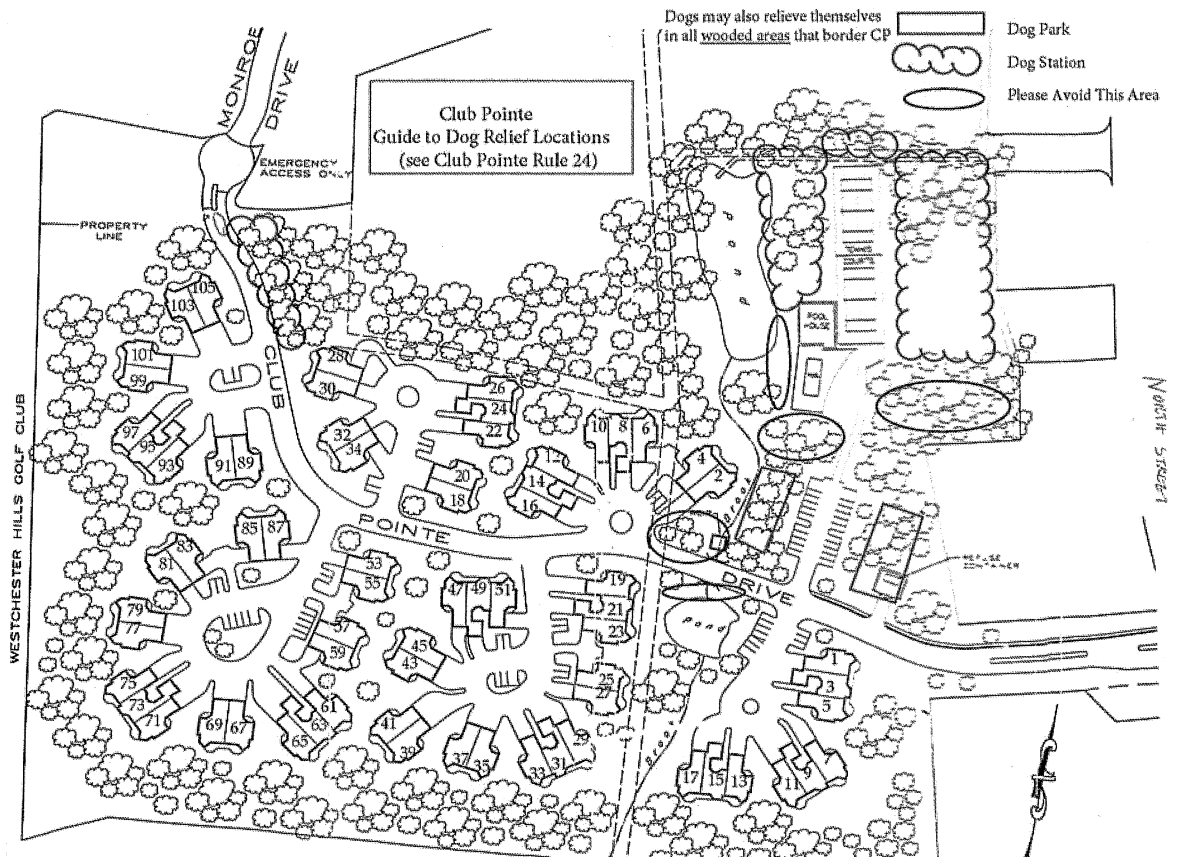
*Club Pointe Drive  
White Plains, New York 10605*

1. No homeowner may commence with any work inside their home with any contractor not employed by the Managing Agent or the Condominium Association without first obtaining from the contractor a Certificate of Insurance that names the Condo Association, Managing Agent and the homeowner as “Additionally Insured.” The insurance coverage will be at a minimum, those limits as stated in the insurance procurement section of the Indemnification Agreement provided by Stillman Management Company. A copy of the Certificate of Insurance is to be sent to the Managing Agent who will notify the Board of Managers that he had received it. The Board of Managers will then notify the homeowner through the Managing Agent that work can commence. When construction is underway, garage doors need to be closed. First Fine \$250
2. The homes shall be used only for residential and ancillary purposes permitted by applicable law.
3. No industry, business, trade occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property or in any home therein, except as may be ancillary to the occupancy of a home as a residence. Notwithstanding the above, the right is reserved by the Board of Managers, or their agent, to place, “For Sale”, “For Rent” or “For Lease” signs on any unsold or unoccupied homes. The right is hereby given to any mortgagee, who may become the owner of any home, to place the above described signs on any home owned by such mortgagee, but in no event will any such sign be larger than one (1’) foot by two (2’) feet. First Fine \$250
4. Nothing shall be done or kept in any home or the common elements or limited common elements which will increase the rate of insurance of any of the building, or contents thereof, without the prior written consent of the Board of Managers. No homeowner shall permit anything to be done or kept in his home or in the common elements or limited common elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No homeowner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his home, any limited common element appurtenant thereto, or vestibule, any flammable, combustible or explosive fluid, material, chemical or substance. No waste shall be committed in the common elements or limited common elements. First Fine \$250
5. All radio, television or other electrical equipment of any kind or nature installed or used in each home shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction thereof, and the homeowner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such home. First Fine \$250

6. Nothing shall be done in any home or in, on or to the common elements or limited common elements which will impair the structural integrity of any building or which would structurally change any of the buildings. First Fine \$500
7. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Managers. Additionally, only Board approved vendors / subcontractors may be used. First Fine \$250
8. Access to common pipes, traps and the like that are located within the homeowner's basement or attic, must be provided to the Board of Managers and / or their Agents, subcontractors, or vendors.
9. Storm / Screen doors added to the front entrance of each unit must conform to the style and color approved for the community. First Fine \$50
10. No noxious or offensive activity shall be carried on in any home or in the common elements or limited common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other homeowners or occupants. First Fine \$50
11. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Managers except as hereinafter expressly provided. First Fine \$50
12. Except in areas designated as such by the Board of Managers, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common elements. First Fine \$25
13. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out of a home or exposed on any part of the common elements or limited common elements. The common elements and limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors or railings, nor shall a homeowner sweep or throw or permit to be swept or thrown there from any dirt or other substance. First Fine \$25
14. No walkway, landing, stairway or exterior portion of the Property (except rear yard limited common elements) shall be decorated or otherwise altered without the consent in writing of the Board of Managers. First Fine \$25
15. Barbecuing may only be allowed on the exclusive decks and patios outside your unit. There shall be no barbecuing in the homes or any common areas. First Fine \$25
16. No repairs of automobiles shall take place on any part of the Property. First Fine \$25

17. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or home in a building at any reasonable hour of the day for the purpose of inspecting such home for the presence of vermin, insects, or other pest and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
18. The Board of Managers, or its designated agent, may request and retain a passkey to each home. If entry to unit is required, in an Emergency (as defined in Section 16 of Article V of the By-Laws) and the key has not been furnished to management as required by these Rules, the managing agent (with authorization from an officer of the Board) may forcibly enter the home without liability for damages or trespass, provided that reasonable care is exercised.
19. If any keys are entrusted by a homeowner or occupancy or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers, whether for such home or in an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such homeowner or occupancy, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith.
20. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.
21. In order to retain the structural integrity and aesthetic appearance of the buildings, no additional window openings or through-the-wall air-conditioning openings may be done in any home and no radio or television aerial shall be attached to or hung from the exterior of any portion of the buildings by the homeowner without the consent of the Board. This rule is not intended to prevent any homeowners from installing any communications equipment, the installation of which is protected by specific Federal, State and Local laws. First Fine \$250
22. Fencing, painting, staining, or enclosing of exterior wood decks shall be prohibited without the prior written consent of the Board. Exterior wood decks shall not be used for storage or for any purpose that would interfere with the esthetic appearance of the buildings. First Fine \$250
23. Each homeowner shall comply with all laws and governmental orders, rules, regulations and ordinances applicable to the maintenance and occupancy of such owner's home and use of the Common Elements.
24. Club Pointe is a pet friendly community that expects homeowners and their guests to be respectful of their neighbors. We invest a considerable amount of money each year to maintain our lawn, trees, and flower beds. We know that all homeowners have a vested interest in maintaining Club Pointe's beauty, for which it is known. To that end, the following rule is set forth in the spirit of welcoming canine friends and ensuring that Club Pointe greenery (lawns, trees and flower beds) is well preserved.

25. Rule: Dogs must be leashed at all times. Dogs may be kept on a patio or deck as long as they are not disturbing their neighbors, and they are not able to access the common area beyond the deck. Dogs should be curbed. Dog owners must pick up their dog's solid waste, and dispose of it in their own receptacles. Dog owners should use their best efforts to have their dogs relieve themselves only in the areas indicated on the Club Pointe Guide to Dog Relief Locations (see below). It is expected that dog owners will respect the privacy of their neighbors when walking their dogs. **First Fine: TBD**



Revised: June 7, 2016

Any inconsistencies between the map and the rule shall be resolved by reference to the language of the rule.

26. Homeowners are expected to use their garage and driveways for parking their vehicles. The extra parking spaces provided throughout the community are for the temporary use of guests and service people. These parking spaces are not for the permanent use of homeowners who find it inconvenient to use their garage or driveway. Homeowners requiring non-guest parking for vehicles, which they cannot fit in their garage or driveway, may use the parking lot adjacent to the pool. The Management Company must be informed if you are going to leave a vehicle at the pool lot for more than two (2) days. Failure to follow this rule will subject homeowners to fines determined by the Board of Managers. First Fine \$25
27. These Rules and Regulations may be altered or amended by vote of the Board of Managers, as set forth in the By-Laws.

28. Tag sales will only be permitted via word of mouth to family, friends and neighbors. No signs will be permitted on the Club Pointe property as well as no public advertising. Fines will be applied if rule is abused. First Fine \$250
29. All improvements, changes, or alterations to any plantings on the common areas and limited common areas must be submitted to the Board of Managers in writing. Any such items will be approved at the sole discretion of the Board of Managers. Homeowners may only contract work to be done, once approved by the Board of Managers, with the landscape company under contract with the community. First Fine \$250
30. Only operable, insured and registered vehicles are permitted on the Property.
31. Vehicles with commercial plates may not be parked between the hours of 5:00 pm and 8:00 am, in any driveway located on the Property. The parking of such vehicles with commercial plates between the hours of 5:00 pm and 8:00 am may only be in such locations permitted by the Board, as designated by the Board.
32. No vehicles conspicuously reflecting ownership by a business, or conspicuously advertising any such business, product, or service may be parked in any driveway located on the Property between the hours of 5:00 pm and 8:00 am. The parking of any such described vehicle between the hours of 8:00 am and 5:00 pm may only be in such locations permitted by the Board, as designated by the Board. Vehicles parked temporarily by vendors while serving homeowners or the Association are permitted. The temporary parking of any such described vehicles between the hours of 8:00 am and 5:00 pm will be permitted only in locations designated by the Board.
33. Homeowners are to avoid abusive language or other conduct that demeans anyone doing business with Club Pointe, including management company representatives and contractors employed by the Association.
34. Use of the Monroe Drive egress by motor vehicles, for other than emergencies, is prohibited. Emergencies are defined as blockage of Club Pointe Drive by police or fire equipment and/or any complete closure to North Street from Club Pointe Drive, or from North Street to Club Pointe Drive. First Fine \$25
35. Contractors may only work in and around Club Pointe homes Monday through Friday between 8:00 a.m. and 5 p.m. and on Saturday between 9 a.m. and 5 p.m. Work is not permitted on Sunday. These restrictions do not apply to unexpected emergency repairs to plumbing, mechanical or electrical components or repair of damages caused by weather conditions (storms, floods, heavy winds) and by break-ins. Contractor vehicles should be parked in parking lot or on Club Pointe drive.
36. Dumpsters can only be used if they are kept inside the garage. Dumpsters must be picked up and removed between the hours of 8:00am and noon. The use of portable toilets (aka port-a-sans) is prohibited. First Fine \$50/day

37. Homeowners whose dogs exhibit aggressive behavior to a homeowner, guest, workman, or another dog or animal visiting Club Pointe, will be asked to present their side of the issue at a board meeting. After hearing both sides of the issue and taking into account any previous instances of aggressive behavior, the Board of Managers may declare the dog an aggressive dog, and prohibit that dog from being on Club Pointe property. That means the dog is not allowed to be in the homeowner's house, on the homeowner's deck, in any vehicle visiting Club Pointe, regardless of the fact that they are contained in a cage, on a leash, or roaming free. This rule also includes dogs that are visiting our homeowners.

The first offense for violation of this rule will be \$1,000 fine. All subsequent offenses will result in a \$2,000 fine, in addition to any other action that the Board of Managers seems appropriate.

38. In 2006, a special homeowners' vote to amend the by-laws (Article 7, Section 12) passed to allow domestic partners not listed on the deed of a unit to be able to run for the Board of Managers.
39. Unit Leasing: A new homeowner may lease their unit after one full year of owning the property after which time the unit can be rented for a term of one year with the right to renew with the same tenant. The homeowner will have to wait one full year to lease again to a different tenant. There will be a modifiable leasing fee of \$3,000 with a subsequent annual modifiable annual fee of \$1,500. Remedial provisions will be imposed for non-compliance.



**CLUB POINTE IN WHITE PLAINS CONDOMINIUM**  
*Club Pointe Drive*  
*White Plains, New York 10605*

**Tennis Rules and Regulations**

1. Tennis courts are for tennis play only.
2. Court hours are as follows: 8:00 a.m. till dark.
3. Playing time:       SINGLES:    1 Hour (if all courts are occupied and people are waiting to play)  
  DOUBLES:  1 1/2 Hours (same as above)
4. Proper attire and tennis sneakers are required at all times, including wearing shirts.
5. No food or beverages are allowed on the courts, except water and sport drinks.
6. No bicycles or carriages are allowed on the courts.
7. Please observe tennis etiquette. (Loud noise is prohibited)
8. Please dispose of tennis balls, tops and beverage containers in the basket provided.
9. Guests will be allowed as follows:  
   SINGLES - 1 resident with one guest  
   DOUBLES - 2 Residents with 2 guests or 1 resident with 3 guests
10. Do not enter the court until your starting time.
11. Please lock tennis gate when leaving.
12. If the court is empty, players may come early and play late.
13. The Board reserves the right to change these rules at any time.

# CLUB POINTE IN WHITE PLAINS CONDOMINIUM

*Club Pointe Drive  
White Plains, New York 10605*

## Pool Rules and Guidelines

These rules are intended for the safety and protection of you and your family. Any of the rules set forth herein may be changed at any time without prior notice, at the discretion of the Board of Managers.

1. Pool hours - 10:00 a.m. - Dusk. NO ONE IS PERMITTED TO USE THE POOL AFTER 8:00 p.m.
2. No food or beverages will be permitted in the pool area except water.
3. No glassware of any kind may be brought into the pool area.
4. No additional furniture may be brought into the pool area.
5. No dogs or other animals are permitted in or around the pool area.
6. FIRST AID IS AVAILABLE in the pool room.
7. No person will be permitted to enter the pool if the weather is unsuitable or the conditions are unsafe, i.e. rain, thunder, lightening, etc.
8. No person will be permitted to enter the pool if his or her health does not warrant such entry (coughs, colds, poison ivy or any communicable disease or ailment).
9. No diving, running or disruptive behavior will be tolerated in the pool or on the deck area.
10. Any reasonable adult homeowner will have the authority to eject any person(s) who is disorderly in the pool.
11. All bathers must shower before entering the pool.
12. Only radios with earplugs are allowed in the pool area.
13. Bathing suits are the only attire permitted in the pool,
14. **The guest policy will be as follows -  
Four (4) guests per home are permitted and resident must accompany guest(s) during their stay at the pool.**
15. Children under fifteen (15) years of age must be accompanied by an adult.
16. No baby pools permitted on the pool deck.

17. Children not toilet trained yet must wear bathing suits with rubber pants or swimmys. No diapers allowed in the pool.
18. Diaper and clothing changes must occur in the locker rooms.
19. Soiled diapers of any kind must go home with the child.
20. Private pool parties are prohibited at all times.

AS PER COUNTY SAFETY LAW REQUIREMENTS THERE MUST BE AT LEAST TWO (2) ADULTS (OVER AGE 18) PRESENT AT THE POOL BEFORE ANYONE CAN SWIM.

OWNERS WHO DO NOT COOPERATE WITH THE ABOVE POOL RULES AND GUIDELINES MAY BE SUBJECT TO LOSS OF POOL PRIVILEGES AND FINED ACCORDINGLY.

**CLUB POINTE IN WHITE PLAINS CONDOMINIUM**

*Club Pointe Drive  
White Plains, New York 10605*

**GARBAGE COLLECTION:**

**City Carting & Recycling** (203-324-4090) is the refuse company contracted to pick up garbage and recyclables. Recycling is required. Monday and Thursday morning pick-ups are scheduled for morning pick-up. If garbage is to be left out late the night before it must be in a tightly sealed container.

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**EXTERMINATING:**

**JP McHale Pest Management** (800-479-2284) is the contracted exterminator for the common area pest control. They are also available at your cost for any inside work.

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**STORM DOORS:**

**Michael F. Carpinello Aluminum Products**  
205 Harrison Avenue, Harrison New York 10528  
914-835-1080.  
He is the exclusive authorized provider of the screen and storm doors. The doors must conform to the approved style and color. Ask for Michael or George.

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**GROUNDS MAINTENANCE/  
SNOW PLOWING**

**Frank Novello, F & N Landscaping**  
119 New Street, Mamaroneck, New York 10543  
Office: 914-698-0512; Cell: 914-490-0747

On November 26, 2019 the Board has amended Rule 31 of the Club Pointe Condominium Handbook and has added a new amendment, Rule No. 40.

Rule No. 31:

*No homeowner or resident is permitted to park a vehicle with commercial license plates anywhere on Club Pointe property at any time.*

Rule No. 40:

*Violation of any rule contained in the Club Pointe Condominium Handbook, where a fine is not otherwise specified, carries with it a fine of \$100.00 per day of violation or occurrence.*