



RULES AND REGULATIONS

Effective July 1, 2020

Amended May 1, 2023

Amended April 24, 2024

Amended July 23, 2025

Contents

- A. Introduction
- B. Use and Appearance of the Common Areas
- C. Units
- D. Conduct of Unit Owners/Residents
- E. Use Of Laundry Facilities
- F. Moving
- G. Dumpsters And Recycling
- H. Pets
- I. Vehicles and Parking
- J. Alteration, Improvements or Repairs in or to Unit
- K. Swimming Pool
- L. Administrative Charges (Unless Otherwise Specified In These Rules and Regulations)

A. Introduction

In accordance with the Declaration and By-Laws of The Consulate on The Park Condominium (the "Condominium"), the following Rules and Regulations governing our community have been developed by the Board of Managers (herein "Board"). The Rules and Regulations are in effect until altered or repealed by the Board, and shall supersede all prior published Rules and Regulations and apply to and be binding upon all Residents, which includes Unit Owners and Tenants. Residents shall at all times abide by the Rules and Regulations herein, and shall use their best efforts to see that they are likewise observed by their families, guests, invitees, domestic employees, lessees and persons over whom they exercise control or supervision. Administrative fees may be levied for failure to comply with these Rules and Regulations, as prescribed in Article 2.8, Section 2.2 of the By-Laws.

It is the responsibility of the Board and the Managing Agent to administer and enforce the Rules and Regulations. However, it is the responsibility of each Resident to cooperate and adhere to the Rules and Regulations and Residents are encouraged to report any violations to the Property Manager. The Condominium's Managing Agent is:

Stillman Management Realty Corp.
440 Mamaroneck Avenue Suite S-512
Harrison, NY 10528
Tel: (914) 813-1900

The Managing Agent was selected by the Board to manage the Condominium and provide the support services we require. The Condominium's Property Manager is:

Sheronda Robinson
Phone: 914-813-1935
srobinson@stillmanmanagement.com

The Property Manager is the liaison between the Residents and the Board of Managers. When you need a question answered or a problem remedied, whether it's something that pertains to common areas, a question about available services, an interpretation of the Rules and Regulations or anything else that may come up, the Property Manager is who you should contact.

All suggestions, concerns, questions, and complaints shall be addressed to the Property Manager, preferably by the website (<https://www.consulateonthepark.org/>). Contact via email, in writing, or by phone should be used for extraordinary circumstances. The Property Manager will either take the necessary action or refer the matter to the Board.

B. Use and Appearance of the Common Areas

1. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without prior consent of the Board or the Managing Agent, except as provided for in these Rules and Regulations.
2. No garbage cans, bottles, mats, boots, clothes or other articles shall be placed in any part of the Common Areas nor shall any fire exit be obstructed in any manner.
3. No article shall be hung or shaken from any doors, windows, or terraces or placed upon the exterior window sills of the Buildings. No hall elevator or lobby of the Buildings shall be decorated or furnished by any Unit Owner in any manner. Seasonal decorations shall be restricted to the door of the Unit and hung appropriately. Such decorations should be removed promptly after the appropriate holiday. No decorations that create a safety hazard will be permitted.
4. Neither residents, children nor their guests shall play in the entrances, hallways, elevators, stairwells, lobbies, parking lot, roadway, or any landscaped areas.
5. Except as otherwise provided in the By-laws, no public hall, elevator or lobby of the Buildings shall be decorated or furnished by any Unit Owner in any manner.
6. No additional building or structure of any kind shall be placed or maintained on the Condominium property.
7. No bicycles, scooters, shopping carts, baby carriages or similar vehicles shall be taken into or out of the Buildings through the main entrance. Any of the above mentioned vehicles shall not be left in the public halls, passageways or other Common Areas of the Buildings. No motorized vehicles shall be taken into the Buildings, except for use by the disabled.
8. All service, delivery, and moving persons must use the service entrance. Trunks, heavy baggage, and furniture shall be taken in or out of the Buildings through the service entrance only. Any damage to the interior or exterior portion of the Buildings caused by the moving or carrying of articles shall be billed to and paid by the Owner of the Unit from which, or to which moving occurs.
9. Stairwell doors shall be kept closed at all times except when in actual use of entering or exiting the stairs.
10. No Resident shall install any exterior planting or alter any of the existing landscaping work including grass, trees, shrubs and flowers.

C. Units

1. Each Resident and Unit Owner shall keep his Unit in a good state of repair and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
2. No window guards or window decorations shall be used in or about any Unit, except such as shall have been approved by the Board or the Managing Agent.
3. Unit Owners shall install and maintain in good operating condition, smoke and carbon monoxide detectors in each unit, in accordance with Village of Tuckahoe Fire Prevention and Protection requirements.
4. Washing machines and/or dryers are not permitted inside any Unit. Clothes and other articles shall not be dried or aired from windows or from the railings outside of the windows.
5. No radio or television satellite dish, antenna or mobile telephone or radio transmitting or receiving equipment shall be placed on, or hung from any portion of the exterior of the Buildings or upon the grounds of the Condominium property without prior written approval by the Board or the Managing Agent. Any request to install a satellite dish shall be subject to rules promulgated by the Board consistent with FCC Regulations.
6. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Buildings, except such as pursuant to the Declaration or the By-Laws nor shall anything be projected from any window of a Unit.
7. All radio, television, air conditioner, other electrical equipment or appliance of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, thereof, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, air conditioner or other electrical equipment or appliance in such Unit.
8. No Unit Owner or Resident shall make or permit any disturbing noises or offensive activity in the Buildings or in any Unit at any time of the day or do or permit anything to be done therein, which will unreasonably interfere with the rights, comforts or quiet enjoyment of other Unit Owners or Residents. No Unit Owner or Resident shall permit unreasonable cooking or other odors to escape into the Buildings. No Unit Owner or Resident shall play upon or suffer to be played upon any vocal or musical instrument, or operate or permit to be operated a stereo, television, loudspeaker or other sound amplification device in their Unit between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Buildings.

KEEP THIS SHEET FOR YOUR RECORDS

9. No alteration, renovation, or construction may take place in or to a Unit without prior written approval by the Board or the Managing Agent and pursuant to such forms and information as the Board may require to be completed and provided, and further pursuant to any conditions the Board may make. No alteration, renovation, construction, repair work or other installation shall be conducted in any Unit except between the hours of 9:00 A.M. and 5:00 P.M., Monday through Saturday. No alteration, renovation, or construction may take place on a Sunday or legal holiday. Legal holidays are as follows: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Violators are subject to the loss of their damage deposit.
10. Nothing shall be altered, constructed, or removed from any Unit to structurally change it without the prior written approval of the Board and pursuant to such forms and information as The Board may require to be completed.
11. Except in the case of an emergency, as to which no prior notice shall be required, the employees or agents of the Board or the Managing Agent thereof, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests, or to investigate, identify and repair anything in the Unit which is damaged or which is causing damage to the Unit, another Unit or the Common Elements and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests or repairing or causing to repair that which is causing such damage. Residents are encouraged to use the exterminator service provided by the Board, or use their own means of pest control.
12. The Superintendent shall be given a passkey to each Unit. If any lock is altered or a new lock installed, the Superintendent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner or Resident is not personally present to open and permit entry to his Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the By-Laws and has not furnished a key to the Superintendent, then the Board or the Managing Agent or their agents may forcibly enter such Unit without liability for damages or trespass. Any damages caused to the door or otherwise in order to gain entry shall be at the cost of the Unit Owner. If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of The Condominium or the Managing Agent, whether for such Unit Owner's Unit, vehicle or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board, Superintendent, or Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

KEEP THIS SHEET FOR YOUR RECORDS

13. Nothing shall be done or kept in any Unit or in the Common Areas, which shall increase the rate of insurance of the Buildings or contents thereof. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Areas of the Buildings that will result in the cancellation of insurance on the Buildings or which would be in violation of any law, code or municipal ordinance.
14. Unless expressly authorized in writing to the contrary by the Board, in each case 80% of the floor area of each Unit (excepting the kitchens, bathrooms and closets) must be covered with rugs, carpeting or noise reducing material and padding of sufficient quality to serve as an effective noise reducing barrier.
15. All Unit Owners must obtain and maintain comprehensive liability insurance covering their respective Unit(s) with minimum liability coverage of \$300,000.00 each. A written certification of insurance evidencing proof of current coverage must be delivered to the Managing Agent. **For new Unit owners, proof of insurance coverage shall be provided prior to or at closing.** Violators shall be subject to a \$100.00 administrative charge for every month adequate proof of insurance has not been provided to the Managing Agent. A violation occurring for part of a month shall be subject to the same charge.

D. Conduct of Unit Owners/Residents

1. No Resident or Unit Owner shall send any employee of the Condominium or of the Managing Agent out of the Buildings on any private business, nor shall any Resident or Unit Owner engage any employee to perform private repairs or business during said employee's scheduled workday.
2. **No Resident or Unit Owner shall use abusive or discriminatory language, shall physically or sexually harass, strike, shout, kick or otherwise subject to physical contact or attempt or threaten to or engage in a course of conduct or repeatedly commit acts which shall reasonably alarm or annoy, any Owners, Guests, Employees, Managing Agent, or Contractor of the Condominium.**
3. Residents, their families, guests, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Buildings.
4. No Resident or any of his agents, employees, licensees or visitors shall at any time bring into or keep in the storage unit, garage or parking space any poisonous, toxic, flammable, combustible or explosive fluid, material, chemical or substance; nor shall any such persons at any time bring into or keep in his Unit any of the aforementioned substances, except as shall be necessary and appropriate for permitted household uses.
5. No open house or exhibition of any Unit or its contents shall be conducted, nor shall a garage sale or tag sale or an auction sale be held in any Unit.
6. In the event that any Unit is used for home occupation purposes that are permitted by law, in no event shall any patient, client or other invitee be permitted to wait in the lobby, public hallway or vestibule of the Buildings.
7. Residents must clean up any spillage or refuse caused by them or their pets within the Common Areas in order to maintain the appearance of the Common Areas.
8. The exterior of each Unit's door (glass and wood trim) shall be kept clean by the Resident thereof. If not, the door may be cleaned by an agent of The Condominium at the Unit Owner's expense.

E. Use Of Laundry Facilities

1. The washing and drying machines located in the laundry rooms of the Buildings shall be used in such a manner and at such times as the Board or the Managing Agent may direct. Laundry room hours are 7:00 A.M. to 11:00 P.M., Monday through Friday, and 8:00 A.M. to 11:00 P.M. on Saturday and Sunday. Equipment must be used according to posted regulations.
2. Laundry facilities are to be used on a first come, first served basis. Laundry must be removed promptly to allow others access. Residents have the right to remove laundry from washing machines or dryers if they have to wait more than 5 minutes for machines to be emptied.
3. Machines tubs, filters, sinks and dryers shall be cleaned after use.
4. There shall be no dying or tinting of clothes in the machines.
5. Laundry facilities are available for the exclusive use of Residents of the Condominium only.
6. The Laundry cart is to be kept at all times in the appropriate laundry room.

F. Moving

1. The Managing Agent must be notified in writing in advance of any planned move into or out of The Condominium. **A written permit must be obtained from the Managing Agent, filled out, and returned to the Managing Agent at least 3 business days prior to moving in or out. The Superintendent must be notified 48 hours prior to the move-in/out or permission will be denied.** Administrative fees and a \$100.00 moving fee and a damage deposit of \$250.00¹ must be paid to the Managing Agent in order to obtain a permit. Moving hours are 9:00 A.M. to 5:00 P.M., Monday thru Saturday. Moving is not allowed on Sunday or a legal holiday. Legal holidays are as follows: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Violators are subject to the loss of their damage deposit.
2. Furniture and appliance deliveries must be scheduled in advance with the Superintendent. Such deliveries must be made using the service entrance.
3. The Unit Owner will be liable for The Condominium's cost to repair any damage to the Common Areas of the Buildings and grounds caused by the Unit Owner, its Tenants or their movers during the move.

¹ For Unit Owners, the damage deposit will be refunded if an inspection of the Common Areas of the Buildings and grounds reveals that no damage was caused by the Unit Owner or its movers during the move and that the move was made in accordance with the Rules and Regulations. For Renters, the damage deposit will be retained until the end of the lease, and will be refunded if an inspection of the Common Areas of the Buildings and grounds reveals that no damage was caused by the Renter or its movers during the move and that the move was made in accordance with the Rules and Regulations.

G. Dumpsters And Recycling

1. All household garbage must be placed in tied plastic bags and put inside the dumpsters located on the grounds of The Condominium, and not on the top or by the side. Dumpster lids and wooden gates shall be kept closed at all times. If a dumpster is full, garbage must be placed in another dumpster at another location. Household garbage shall not be deposited in the laundry rooms.
2. The Condominium, in accordance with the law, is required to recycle. Newspaper/Cardboard and Glass/Plastic/Metal containers can be found in the garages of each Building. All bins are clearly marked. Newspapers and cardboard should not be mixed with the Commingles. Commingles are plastic bottles, glass bottles and metal cans only. All Commingles shall be rinsed out before being deposited in the appropriate bins. Items for recycling should not be put into plastic bags. Coat hangers, Styrofoam, plastic from dry cleaning and plastic packing cannot be recycled and should be bagged separately and put inside the dumpsters. All Residents shall comply with all municipal and county regulations regarding recycling at all times. Any penalty imposed on The Condominium due to a Resident's failure to comply with those regulations shall be back-billed to the offending Resident.
3. No large furniture, appliances, construction material, carpeting, or other bulk items may be placed in or around the dumpsters without prior permission from the Board, Managing Agent or Superintendent. All bulk items should be placed at the recommended area on the day of or the day before the scheduled pick-up (refer to the sanitation & recycling schedule as provided on the community website) or must otherwise be removed from the Condominium property by the Unit Owner/Resident or their employee. Any cost incurred by The Condominium for removing any such item will be billed to the Unit Owner or whose Tenant disposed of the same.
4. Christmas trees shall be carried into and out of the buildings wrapped in a sheet or plastic so as not to leave a trail of debris in the Common Areas. They then shall be placed neatly by the garbage dumpster on the day of or the day before the scheduled pick-up. Any debris left while removing Christmas trees shall be cleaned up by the Resident or the cost thereof shall be billed and collected therefrom.
5. All mattresses and box springs must be encased in a plastic bag before being placed by the dumpster on the day of or the day before the scheduled pick-up. A plastic bag can be requested from the Superintendent.

H. Pets

1. Unless expressly approved by the Board or the Managing Agent, no dogs, reptiles, rodents or birds shall be permitted, kept or harbored in the Buildings or on the grounds of The Condominium under any circumstances, either permanently or temporarily. No guest, visitor or invitee of any Unit Owner or Tenant shall be permitted to bring any dogs, reptiles, rodents or birds to the Buildings or grounds of The Condominium at any time, for any duration, or for any reason.
2. Service dogs or emotional support animals with proper written certification are permitted only upon prior written approval by the Board. Approved pets must be kept in control, either on a leash or carried when entering or leaving the Buildings. While outside around the Condominium property, animals must be on a leash to protect neighbors and wildlife. Violators shall be subject to a \$100.00 administrative charge for each occurrence.
3. Residents are responsible for immediately cleaning up after their pets. Violators shall be subject to a \$100.00 administrative charge for each occurrence.
4. Residents are fully responsible for any property damage or personal injury caused by their pets.
5. Any excess barking or aggressive behavior, whether inside a Unit or on the grounds of The Condominium which shall cause annoyance, alarm or disturbance shall be considered an actionable nuisance and an unreasonable disturbance. The owner of the offending service animal shall be subject to a \$100.00 administrative charge for each occurrence. In addition, at the option of the Board, legal action to compel removal of the offending animal may be instituted, the cost of which shall be charged against the Unit Owner of the apartment in which the animal is kept or harbored.

I. Vehicles and Parking

1. All Residents' vehicles must be registered with the Superintendent and must display the appropriate parking sticker clearly in the vehicle. Parking stickers must be installed by the Superintendent for Residents presenting proper documentation. When a Resident moves, the move-out deposit will be refunded only upon return of the sticker.
2. All vehicles entering The Condominium must check in at the Gatehouse. Neither Residents nor their guests may enter through the exit side of the Gatehouse unless directly to do so by the Gatehouse attendant or Superintendent.
3. Visitors must provide the Gatehouse attendant with all information requested by the attendant and a Visitor Parking Pass will be issued with the unit number of the Resident being visited. Passes must be clearly displayed at all times.
4. All guest vehicles are restricted to designated Visitor Parking though a Resident may allow a guest to park in a parking space that is owned or leased by the Resident for any period of time with a valid Visitor Parking Pass.
5. No vehicle shall be parked in such a way as to impede access to parking garages, parking spaces, building entrances, fire lanes or dumpsters. Vehicles may stop in the fire lane to load or unload a vehicle but not exceeding a period of ten minutes.
6. No vehicle shall be parked in any way other than within a clearly defined parking spot, and the vehicle must be within the painted boundaries.
7. Resident vehicles are not permitted in Visitor Parking without a Visitor Parking Pass.
8. Overnight parking is not permitted in Visitor Parking unless a Visitor Parking Pass is issued by the Gatehouse. Information to be provided to the Gatehouse shall include the plate number of the visitor's vehicle, together with the telephone number where the visitor may be contacted. Any usage of the visitor's space for more than three consecutive nights must be approved by the Board. A record will be maintained of all vehicles in Visitor Parking after 3:00 A.M. Any unauthorized vehicles parked after that hour will be issued a warning notice for the first occurrence and will be subject to towing on any subsequent occasion.
9. No vehicle shall proceed through the parking lot at a speed in excess of 15 mph, or with a loud radio playing, or with horn honking.
10. No auto repair, maintenance or washing of cars is permitted on The Condominium property. Vehicles parked in areas where they are soiled by bird droppings may make use of hose in front of Building Two to rinse off their vehicle in order to remove those droppings.
11. In order to maintain The Condominium's residential appearance, overnight and/or extensive daytime parking of vehicles displaying business advertising and/or commercial plates is not permitted.

KEEP THIS SHEET FOR YOUR RECORDS

12. Violation of the following rules may, in addition to the imposition of an administrative charge of \$100 administrative fee for each occurrence, result in towing of the violating vehicle at the owner's expense.
 - a. Residents who park in Visitor Parking without a Visitor Parking Pass or who otherwise improperly park will be towed without warning.
 - b. Visitor vehicles improperly parked in assigned spaces will be towed at the request of the Owner of the space. If the vehicle has not been logged in at the Gatehouse, it will be towed without warning.
 - c. Any vehicle parked in such a way as to impede access to parking garages, parking spaces, building entrances, fire lanes or dumpsters will be towed without warning.
13. The indoor garage spaces are intended for the primary purpose of parking motor vehicles. Residents may store items that aid in travel/mobility, such as bicycles, strollers, and shopping carts. Any other items must not be stored without prior approval by the Managing Agent or Superintendent. Owners shall assume all risk for loss of or damage to items placed in the garage space.
14. All items must be stored in a neat manner and not block or impede any traffic or create any safety or hazardous condition in the garage. Improperly stored items will be disposed of by the The Condominium's staff without liability on the part of the Board or Staff.
15. Resolution: Devises using Lithium-Ion Batteries (see attached)

J. Alteration, Improvements or Repairs in or to Unit

Items 1-3 are promulgated pursuant to Article 6.11 of the By-laws²:

1. No Unit Owner shall make any structural alteration, addition, improvement or repair in or to his Unit without prior written approval of the Board or the Managing Agent. Any Unit Owner seeking approval for such structural alteration, addition, improvement or repair shall submit a written request in an application form approved by the Board or the Managing Agent and available from the Managing Agent. The Unit Alteration Request Form is also available on <https://www.consulateonthepark.org>. Accompanying this form shall be copies of all drawings, plans, insurance certificates, contracts, building permits and the like which the Board or Managing Agent may require. Any approval granted for structural alteration, addition, improvement and repair shall include conditions, including but without limitation, the days and hours during which any work may be done. No alteration that would be visible from the external hallway is allowed.
2. All structural alterations, additions, improvements and repairs by a Unit Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. As a condition to the granting of approval for such a request, the Unit Owner will be required to execute an agreement holding the Board and all other Unit Owners harmless from any liability arising from such work.
3. All work shall be performed by contractors licensed by Westchester County and a copy of said license, insurance and workers compensation policy shall be provided to the Managing Agent prior to the commencement of any such work.
4. There shall be a refundable alteration deposit of between \$1000 and \$5000 as the Board should deem appropriate in each instance. An administrative charge will be imposed for failure to obtain the express written approval of the Board prior to the commencement of any structural alteration, addition, improvement, or repair to a Unit; for failure to adhere to the specifications of the structural alteration, addition, improvement or repair for which authorization is granted; or for any other failure to observe the rules contained herein in the amount of \$500.00 per incident. Failure to obey any stop work notice issued by the Board or Managing Agent shall be deemed a separate incident for each stop work order issued. The administrative charge shall be deemed additional common charges as provided in the By-laws and Declaration of The Condominium and not a penalty and shall be collected as such. In addition, The Condominium may commence an action to compel removal of the unauthorized work or seek such other relief as it may choose.
5. All renovations need to be completed within 90 days from date of approval unless the Board should determine that a longer period shall be appropriate with an inspection to make sure that all work is satisfactorily completed and that all walls/holes are sealed. Failure to do so will result in a \$500 administrative charge.

² A copy of the by-laws can be requested from the Managing Agent.

K. Swimming Pool

1. The swimming pool is open from the Saturday of Memorial Day weekend to the Monday of Labor Day weekend. The pool will be open from 12:00 P.M. to 8:00 P.M. (or at dusk if earlier) on weekdays, and from 10:00 A.M. to 8:00 P.M. (or at dusk if earlier) on weekends and holidays. Pool hours and dates are subject to change. Proof of residency at the Condominium (i.e. pool pass) must be presented when requested by the Lifeguard.
2. All guests must be accompanied by a Resident at all times. Guests of Residents may be asked to leave if the pool is at capacity and a Resident wishes to use it.
3. Children under the age of sixteen (16) must be accompanied and supervised by an adult over the age of 18. All children under the age of six (6) must be accompanied in the pool by an adult at all times. No exceptions will be made.
4. Children, who cannot swim, as determined by the attending Lifeguard, will not be allowed in the deep end of the pool.
5. No running or ball playing in the pool area will be allowed. Make your children aware of this and monitor them at all times.
6. Personal flotation devices (arm bands, rings, etc.) are not permitted unless approved by the Lifeguard on duty.
7. Young children in diapers must wear a swimming diaper such as "Luvs Splashwear" or "Huggies Little Swimmers." etc., for sanitary reasons. They must be changed as soon as they are soiled. Health regulations prohibit the changing of children's diapers or swimsuits on pool premises. Please use the bathrooms.
8. Smoking cigarettes, cigars, pipes or drinking alcoholic beverages is not permitted poolside.
9. Residents whose accounts are in arrears will not be issued pool passes to use the pool or their pool passes will be suspended until the accounts are brought current.
10. No barbecuing, drinking bottles or glass containers are permitted anywhere in the pool area.
11. Lifeguard instructions must be obeyed at all times. The Lifeguard's decision is final. Anyone who refuses to obey an order of a Lifeguard will be asked to leave the pool area immediately. Refusal to leave will result in the filing of a complaint with the Tuckahoe Village Police Department. In addition, violators may lose their privilege to use the pool as the Board may in its discretion determine.

L. Administrative Charges (Unless Otherwise Specified In These Rules and Regulations)

1. Warning Letters may be issued for a first offense, at the discretion of the Board of Managers.
2. If a situation is not corrected promptly, a monetary charge will be imposed.
3. The administrative charge shall be deemed additional common charges as provided in the By-laws and Declaration of The Condominium and not a penalty and shall be collected as such. Administrative charges will be billed to the Unit Owner in their next monthly maintenance invoice if not paid immediately.
4. The following schedule will be applied for violations:
 - 1st Offense – Written Warning
 - 2nd Offense - \$50.00
 - 3rd Offense - \$75.00
 - 4th (and each additional) Offense - \$100
5. Each additional day that a violation shall exist after notification is given shall be considered a separate offense.
6. The above shall be deemed administrative charges and not a penalty in nature.
7. Nothing herein shall prevent the Board from instituting any appropriate legal action to enforce the By-Laws and the Rules and Regulations of The Consulate on the Park Condominium.