



DAVENPORT LOFTS ON MAIN

HOUSE RULES

1. The common elements - e.g. halls, stairways, and elevators, shall not be obstructed, littered, defaced, or misused in any way.
2. No Public Hall above the ground floor shall be decorated or furnished without the prior consent of all the Unit Owners on that floor. Décor on the ground floor shall be determined by the Board of Managers.
3. In the event that any Unit is used for home occupation purposes, which are permitted by law, patients, clients or other, invitees shall not be permitted for any purpose to wait in any lobby, public hallway or vestibule.
4. Use and decoration of grounds, gardens, roof, terraces, and other exterior surfaces such as walls and windows shall be under the direction of the Board of Managers.
5. No articles shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces, or balconies, or placed upon the windowsills.
6. No awnings exhaust fans, air-conditioners, window guards, ventilators, or fences shall be used in or about the building or shall anything be projected out of any window without the approval of the Board of Managers. Window guards, required by law, must be installed by the owner and the Board notified.
7. No sign, notice, advertisement, or illumination shall be inscribed or exposed on any part of the building or at any window without written approval of the Board of Managers.
8. No radio or television aerial shall be attached to or hung from the exterior of the building without approval of the Board of Managers. Cable hook-ups are the responsibility of the Unit Owners.
9. Neither occupants nor their guests shall use the common areas (including roofs) for play or social activities.
10. No velocipedes, bicycles, scooters or similar vehicles, or baby carriages are allowed to stand in the passenger elevators, public halls, passageways, or courts.
11. Trades people shall use the means of ingress and egress designated by the Managing Agent.

12. No television, radio or musical instrument shall be played or any exercise equipment used to the annoyance of other occupants. If it becomes necessary to dispute, the determination of the Board will be final.
13. The floors of each unit must be covered with rugs or carpeting or equally effective noise reducing material, to the extent of at least 80% of the floor area except in kitchens, pantries, bathrooms, closets, and foyers.
14. Permission to keep a dog at 25 Leroy Place will be granted to owners (and tenants) only on a case-by-case basis. Approval will be granted on:
 - a) What the Board, in its sole judgment considers to be reasonable (size of dog, training, noise, etc.)
 - b) The impact on adjacent neighbors
 - c) The impact on the entire Condominium If permission is granted the dog owner must provide proof of insurance to protect the common areas
 - d) The request for permission must be made in writing and include adequate and detailed information. The Board also reserves the right to see the dog.

If permission is given, the unit owner must deposit the sum of \$500.00 (five hundred dollars) payable to Davenport Lofts on Main Condominium.

Deposit will be returned to unit owner when the dog no longer resides in the apartment. However, all extra costs incurred in the building caused by the dog will be deducted from the deposit and will be required to be replenished. Also, if there is any substantial change from the original written request, approval will be rescinded and the deposit forfeited unless the dog is removed. **All pet deposits for Tenants are non-refundable.**

15. All construction-alterations, apartment painting, additions or repairs must be conducted on weekdays between 8:00am and 5:00pm. No work can be performed on Saturday, Sunday, or Holidays. All construction personnel must sign in with the Concierge, and sign out upon vacating no later than 5:00pm.

All construction - alterations, additions, or repairs - must be approved in writing by the Managing Agent before they begin. Plans, drawings, and certificates of Insurance must be submitted. Any subsequent change or deviation from approved plans or other approval will be deemed a violation of the House Rules.

Permission must be obtained from Management prior to the start of work. All trades must be licensed and insured. Certificates of Insurance must be faxed to the Managing Agent (914-813-1919) and must name Davenport Lofts Condominium and Stillman Management Realty Corp. as additionally insured. Permits, if required, must be obtained from the City of New Rochelle. A construction deposit (refundable in the amount of \$500.00 must be made payable to Davenport Lofts Condominium. The deposit can be

used in the event that common areas are in the need of cleaning or to repair the common area as damaged by trades. The entire deposit will be returned after construction is completed assuming no damages.

16. Delivery or removal of bulk items must be reported to the Resident Manager (1) day prior to taking place so that the elevators can be properly prepared.
17. Household moves, in or out of the building or within it must be scheduled with the Managing Agent. Moves require that the elevator be padded, and the move must be done between 8:30am and 4:00pm Monday thru Friday.

A \$500.00 check or money order payable to Davenport Lofts on Main must be given to the resident management or Agent prior to the move. The damage deposit is refundable after the move providing there is no damage to the common areas.

Certificates of Insurance from the moving company must be faxed to the Managing Agent (914-813-1919) prior to the move. The insurance certificate must name Davenport Lofts on Main and Stillman Management Realty Corp. as additionally insured.

18. The Board of Managers must be notified in advance of any sale or rental of a residential unit. Such sale or rental must comply with the procedures set forth.
19. Unit Owners are responsible for the removal of all debris resulting from any household move or interior alterations. This includes carpeting and pads, draperies, bedding, refrigerators, ranges, doors, etc.
20. No group tour, open house, or auction sale shall be held in any unit without the consent of the Board of Managers or the Managing Agent.
21. Garbage and refuse from a unit shall be disposed of at such times and in such a manner as the Board of Managers or the Managing Agent shall direct.
22. The Unit Owner shall be responsible for any damages caused by plants or other plantings on a terrace or balcony.
23. Water closets and any other water apparatus in the building shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, or any other article shall be thrown into the water closets. The cost of repairing any damage resulting from misuse shall be borne by the Unit Owner in whose unit it shall have been caused.
24. Each Unit Owner must perform promptly all maintenance and repair work to his own unit that, if neglected, would affect other Unit Owners. Should a Unit Owner not effectuate such repair after five (5) days, and after written notice by the Board of Managers or Managing Agent, the Board can have the repairs made and assess the Unit Owner for the cost.

25. All repairs to internal installations of the unit located in and servicing only that unit, such as gas, power, telephone, and sanitary installation, shall be at the Unit Owner's expense.
26. No Unit Owner shall send any employee of the Condominium on any private business during the employee's working hours.
27. Any employee of a Unit Owner may be denied access to the premises for cause, and for whatever period of time deemed appropriate, by vote of the Board of Managers.
28. 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.
29. The Unit Owner shall use the available laundry facilities upon the days and hour designated by the Board of Managers.
30. The Managing Agent shall have the keys to every unit in order to provide access in cases of emergency. If no key is available at the time of emergency, the cost of forcible entry and repair shall be borne by the Unit Owner.
31. If any key or keys are entrusted by a Unit Owner or by any member of his or her family or by his or her agent, servant, employee, licensee or visitor, to any employee of the Board of Managers or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk or other item, or personal property, the acceptance of the key shall be at the sole risk of such Unit Owner's, and neither the Board nor the Managing Agent shall (except as provided in paragraph 29 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting there from or connected therewith.

Authorization for the Resident Manager to allow entry to a unit when the owner is not present must be in writing and delivered to the Resident Manager or Managing Agent. Such entry will be the Unit Owner's sole risk.

32. Regulations concerning storage facilities and the times that may be kept therein shall be made by the Board of Managers.
33. The Managing Agent and its contractor may enter any apartment with 48 hours of advance written notice to the Unit Owner to inspect the apartment for vermin, insects, or other pests. If the Board takes measures to inspect or control these, the cost will be met by the Unit Owner. With Owner approval, the written notice may be waived.
34. Every unit Owner shall be liable for any and all damage to the common elements and property of the Condominium that shall be caused by the unit owner or such other person for whose conduct he is legally responsible.
35. Complaints regarding the service of the building shall be made in writing to the Managing Agent or the Board of Managers.

36. Any consent or approval given under the House Rules by the Board of Managers shall be revocable by the Board at any time.
37. The House Rules may be added to, amended, or repealed at any time by resolution of the Board of Managers.
38. Charges for infraction of these House Rules may be imposed by the Board of Managers. Such charges are to be considered an integral part of these House Rules and covered by paragraph 37 above.
39. All residents who wish to rent their apartments must put their request in writing to the Managing Agent. An application to rent must be completed and returned to the Agent with a fee payable to Stillman Management Realty Corp. in the amount of \$250.00. (Upon requesting permission to continue renting to the same tenant after one year there will be no fee). When permission is granted a fully executed lease agreement must be given to the Agent. No owner will be given permission to rent his/her apartment while in arrears.

Note:

This compilation includes the Rules and Regulations provided in Article VII of the By-laws of the Condominium. Any conflict between the language of this compilation and Article VIII shall be resolved by reference to Article VIII.

DAVENPORT LOFTS ON MAIN
SCHEDULE OF FINES

1. Illegal Move - \$200.00
2. Unleashed Dog
First occurrence - written warning: \$50.00 per occurrence thereafter.
3. Dog littering as witnessed and reported to Management or Board Member:
First occurrence - written warning
Second occurrence - \$150.00
Third occurrence - \$200.00
4. Improper Disposal of Garbage or Recyclables:
\$25.00 per occurrence
5. Failure to Break Down Recyclable Boxes:
\$25.00 per occurrence
6. Obstruction Common Areas with Personal Property:
First occurrence - written warning; \$25.00 per occurrence thereafter.
7. Feeding of Birds, Squirrels or other Wild Animals:
First occurrence - written warning; 50.00 per occurrence thereafter.
8. Late Fees - A late fee of \$50.00 will be placed on all accounts where Common Charges have not been postmarked to the Agent by the 10 of each month (effective March 1, 2010)

The Board has adopted a new policy that will go into effect **September 1, 2022** as follows:

Pursuant to the By-Laws the common charges must be paid to the condominium association or its agent by the 15th calendar day of each month to avoid late fees. If any unit owner is late three (3) or more times within a twelve (12) month period following the adoption of the policy, the Board is authorized to cause the Condominium to impose a late fine in the amount of \$1,000.

If the same owner is late again more than once during the immediately subsequent twelve-month period, the Board is authorized to cause the Condominium to impose an additional fine in the amount of \$2,000.00.

If the same owner is late once again during the second consecutive 12-month period following the first consecutive 12-month period, the Board is authorized to cause the Condominium to impose assess a further fine of \$5000.00.

Any fines imposed pursuant to this policy will be in addition to all accrued but unpaid late fees and any legal collection costs relating to the foregoing. The Managing Agent has no obligation to and will not accept post-dated checks.

9. The Rule is as follows: Pursuant to the By-Laws the common charges must be paid to the managing agent on behalf of the Condominium by the 15th calendar day of each month to avoid late fees. If any unit owner is late in paying for common charges or assessments for more than 90 days, in the aggregate, within any consecutive twelve (12) month period following the adoption of the policy, the Condominium will impose a fine in the amount of \$1,000. This fine will be imposed in addition to any late fee(s) and legal collection costs associated with the collecting a late payment or fine and in addition to other remedies the Board may exercise.

If the same owner is late again in paying common charges or assessments for a period of more than 30 consecutive days during the immediately subsequent twelve-month period, an additional fine in the amount of \$2,000 will be imposed by the Board. The Managing Agent has no responsibility to and will not accept, administer custody or apply post- dated checks as a method of satisfying obligations to pay common charges and assessments.

DAVENPORT LOFTS ON MAIN
25 LeRoy Place New
Rochelle, NY 10805

Move In/Move Out Requirements & Procedures

- Anyone wishing to move in or out of the above referenced property must request permission from management in advance.
- Anyone moving in or out of an apartment is required to submit a \$500.00 refundable security deposit. This deposit must be in the form of a money order or certified check. The deposit will be refunded to you once the move is complete, and the Super has confirmed no damages were incurred to the common areas of the building
- All moves must be conducted and completed between 8:30am and 4:00pm Monday through Friday,
- All professional moving companies must be licensed and insured. Prior to moving in, a certificate of insurance must be submitted to Stillman Management Realty Corp.. *This certificate must name Davenport Lofts on Main and Stillman Management Realty Corp.as additionally insured.*

**ALL MOVE IN'S / MOVE OUT'S ARE PROHIBITED ON
WEEKENDS AND HOLIDAYS.**

**PLEASE BE ADVISED YOU WILL BE SUBJECT TO A FINE IF
A MOVE OCCURS ON A WEEKEND OR HOLIDAY.**

Thank You

THE DO'S AND DONT'S OF RECYCLING

NEWSPAPERS (including glossy inserts) Do: Put in a brown paper bag, corrugated cardboard box or loose in a newspaper recycling bin. Don't: Do not bundle or put in plastic bags. Do Not recycle paperback or hardcover books.

OUTDATED PHONE BOOKS, MAGAZINES AND JUNK MAIL (including brochures, catalogs, colored and glossy periodicals, promotional advertisements, letters and all types of envelopes) Do: Place with newspapers in a brown paper bag, loose in recycling bin or in a corrugated cardboard box. Don't: Do not bundle or place in plastic bags. Do Not recycle paperback or hardcover books.

CORRUGATED CARDBOARD BOXES, BROWN PAPER BAGS Do: Remove excess plastic adhesive tape. Flatten boxes and bags and tie with string. Don't: Do Not recycle *waxed* or gray cardboard (used for cereal, pizza, tissues, paper towels), plastic or Styrofoam packing materials. Put these items in the garbage!

GLASS JARS AND BOTTLES (rinsed, unbroken, any size or color) Do: Remove and discard plastic caps, remove metal caps and place loose in bin with metal cans and plastic recyclables. Don't: Do not recycle light bulbs, drinking glasses, crystal, window/mirror glass, ceramics, kitchen cookware, pesticide/herbicide bottles.

PLASTIC CONTAINERS (Coded 1 or 2 on the bottom. For food and drink containers, shampoo, cleaning supplies, etc.) Do: Rinse and flatten containers, discard plastic caps, place plastic containers in bin with glass and metal recyclables. Don't: Do not recycle five gallon plastic pails, foam plastic materials, film plastic, plastic bags, flower pots, toys, plastic items coded 3 through 7 and empty containers which held hazardous materials such as motor oil, pesticide and solvents.

METAL CONTAINERS (Used for food, drinks, empty aerosol cans, clean aluminum foil and trays) Do: Rinse food and beverage cans. Empty aerosol cans through normal use and detach plastic caps if possible. Place in bin with glass and plastic recyclables don't: Do Not recycle conventional paint cans, metal containers that held hazardous materials such as pesticides, motor oil or solvents. Note: There are separate recycling programs for aluminum siding, scrap metal, appliances and auto parts.

NO SMOKING HOUSE RULE AND POLICY

The Board of Managers of Davenport Lofts on Main Condominium (hereinafter referred to as the "Condominium"), has implemented and established a "No Smoking House Rule Policy" that specifically applies to all Unit Owners, tenants and guests at the Condominium as set forth below.

The rationale and purpose for the implementation and establishment of the "No Smoking House Rule Policy" is to highlight the serious concerns of the Board of Managers for the health and safety of the condominium community due to the increased risk of fire and the known adverse health effects of secondhand smoke, whether it be from tobacco, cannabis or similar materials being burned or vaporized or "vaped". Moreover, second hand smoke can also cause or create a noxious odor condition that can embed itself in paint and other household items including rugs and furniture in both other unit holders units as well as common areas, thereby potentially adversely affecting your property values.

In accordance with the foregoing, effective as of January 1, 2023 (the "effective date"), all new Unit Owners purchasing apartments will be required to certify in writing as part of the waiver process that they and all other residents of the apartment acknowledge that smoking is strictly prohibited in any interior areas of the condominium buildings, both in units and common areas and **all existing Unit Owners seeking to rent their apartments will be required to include a no smoking clause in their leases (if any)**.

Since smokers are not a "protected class", this rule not discriminatory. Further, to the extent that the house rules have previously prohibited noxious conditions, this rule is simply an extension of that rule. Smoking is currently prohibited in all indoor common areas of the Condominium pursuant to state law which prohibits smoking in a work place [New York State Clean Indoor Air Act (Public Health Law, Article 13-E) prohibits smoking in virtually all workplaces, including restaurants and bars]; the common areas are the work place of the Condominium's staff.

This Policy applies to all Unit Owners, residents, guests, invitees, employees and service persons. The term "smoking" means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, pipe or other tobacco or cannabis product or a similar lighted or smoldering product in any manner or in any form.

Please note that the Condominium's adoption of a smoke-free living environment and the efforts to designate the building as smoke-free do not make the Condominium, its Board of Managers, or Managing Agent the guarantor of Unit Owners' or residents' health or of the smoke-free condition of the apartments and the common areas. Furthermore, the inability or failure by the Condominium to effectively enforce the Policy or respond to a complaint filed by a Unit Owner or resident regarding smoke shall not be construed as a breach of the warranty of habitability nor shall the members of the Board of Managers or management have any liability for failure to enforce this policy.

The following is the text of the No Smoking House Rule:

The Condominium has designated the Apartments and the Building as "smoke-free". All Unit Owners will be required to adhere to this policy and will not smoke or allow smoking in the Apartment or the or the common areas of the Building. This policy applies to Unit Owners, guests, employees and service persons. The term "smoking" means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, or other tobacco or cannabis product or a similar lighted or smoldering product in any manner or in any form.

In the event that this policy is violated, the Board of Managers, in its discretion may assess a penalty of \$100 per incident of such violation, and in the event that this policy is violated more than 3 times in any 6 month period, the Board may then assess fines of up to \$200 per incident of violation thereafter.

*This rule shall be effective as of **January 1, 2023**.*

Dated: January 1, 2023

Davenport Lofts on Main
Condominium

By: Board of Managers