



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



**Resale Package Request**

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

Property Address: \_\_\_\_\_

Unit# \_\_\_\_\_ Garage Space \_\_\_\_\_ Outside Space \_\_\_\_\_

Please Print Neatly:

Buyer's Name: \_\_\_\_\_ / \_\_\_\_\_

Buyer's Phone No. (\_\_\_\_\_) \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

Buyer's Attorney Name: \_\_\_\_\_

Buyer's Attorney Address: \_\_\_\_\_

Buyer's Attorney Phone No. \_\_\_\_\_

Buyer's Attorney E-mail Address: \_\_\_\_\_

Seller's Name: \_\_\_\_\_ / \_\_\_\_\_

Seller's Address: \_\_\_\_\_

Seller's Forwarding Address, if Known: \_\_\_\_\_

Selling Price \$ \_\_\_\_\_

Seller's Attorney Name: \_\_\_\_\_

Sell Buyer's Attorney Phone No. \_\_\_\_\_

Seller's Attorney E-mail Address: \_\_\_\_\_

Seller's Attorney Address: \_\_\_\_\_

Approximate Date of Closing: \_\_\_\_\_

First Mortgage Holder: \_\_\_\_\_

There is a right of first refusal.

The Board of Managers will consider a waiving the Right of First Refusal only after receiving a completely executed copy of the contract of sale.



440 Mamaroneck Avenue, Suite S 512  
Harrison, NY 10528

T : 914.813.1900  
F : 914.813.1919

[www.stillmanmanagement.com](http://www.stillmanmanagement.com)



**Fee for Resale Package:**

\$125.00 Please make check payable to Stillman Management, Inc. If you want the re-sale package fed ex to the seller's attorney, you may include a fed ex number and slip. The resale package will be mailed and e-mailed to the seller's attorney within 10 business days of receiving this written request.

Reminder- Stillman Management must receive the required closing documents within 5 days of the closing in order to acknowledge the new owner. If we do not the new owner will not receive the following month's common charge invoice and the seller will continue to be billed.

# Greenwich Harborview

PLEASE PRINT LEGIBLY

**2016 Resident Information Sheet - We Must Have a Current Form on File at all Times**

Building: Greenwich Harborview. Unit Number \_\_\_\_\_  Owner  Renter

Number of Occupants: \_\_\_\_\_  
(Including yourself)

Social Security Number: \_\_\_\_\_

Occupant(s) Name and Relationship:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_

Home No: \_\_\_\_\_ Work \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

***Renter(s) please attach a copy of the lease and provide your Landlords information below:***

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

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

\_\_\_\_\_

Home No: \_\_\_\_\_ Work \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address \_\_\_\_\_

( )

# Greenwich Harborview

Pets: Yes  No

Dog(s)#      Cat(s)#      Other- \_\_\_\_\_

\*Pet Inoculation (Connecticut State Law requires annual rabies & distemper booster inoculations for cats and dogs)

Pet #1:

Rabies Vaccination Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Booster Tag Number: \_\_\_\_\_ Date: \_\_\_\_\_

Pet #2:

Rabies Vaccination Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Booster Tag Number: \_\_\_\_\_ Date: \_\_\_\_\_

I received the 71 Fountain Terrace Condominium Association Rules & Regulations

I received the 77 Master Board Parking Rules & Regulations

*Please select one:*

I authorize email to be used as official communication to me

I authorize US Postal Service to be used as official communication to me

\*Please return completed forms and supporting documentation to 71 Strawberry Hill Ave. #112\*

Signature of Resident: \_\_\_\_\_ Date: \_\_\_\_\_

STILLMAN MANAGEMENT, INC.  
440 MAMARONECK AVENUE, SUITE S-512  
HARRISON NY 10528

I/We, the undersigned, have read and understand the House Rules  
for \_\_\_\_\_, located at \_\_\_\_\_, and agree to  
abide by these house rules and any amendments made to the rules, while a resident in  
Apartment: \_\_\_\_\_ @ \_\_\_\_\_

Shareholder/Owner Acknowledgement:

Please Print:

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

Shareholder/Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Please Print:

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

Shareholder/Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_



HANDBOOK

---

Greenwich Harbor View Association  
August 2008

Handbook

©2008 by Greenwich Harbor View Association. All rights reserved.

First edition published 2003.

With thanks to Frances and Ihler Grimmelmann  
who originally compiled this information.

HANDBOOK: GREENWICH HARBOR VIEW ASSOCIATION

# Welcome

---

**Greenwich Harbor View Association welcomes you to 40 West Elm Street.**

**As a Unit Owner, you are expected to be familiar with the Declaration and By-Laws. All Residents are expected to know and abide by the rules and regulations of the Association.**

**This Handbook explains the most important points in those governing documents and outlines the privileges and responsibilities of condominium living at Greenwich Harbor View.**

**Board of Directors  
August 2008**



# Table of Contents

---

<b>Introduction</b>	<b>1</b>	<b>21.00 Noise</b>	<b>16</b>
<b>1.00 Access to a Unit</b>	<b>3</b>	<b>22.00 Pets</b>	<b>17</b>
<b>2.00 Annual &amp; Special Meetings</b>	<b>3</b>	<b>23.00 Plumbing</b>	<b>17</b>
<b>3.00 Board of Directors</b>	<b>3</b>	<b>24.00 Power Outage</b>	<b>18</b>
<b>4.00 Common Charges &amp; Assessments</b>	<b>4</b>	<b>25.00 Recycling &amp; Refuse</b>	<b>18</b>
<b>5.00 Conflict Resolution</b>	<b>5</b>	<b>26.00 Resale of Unit</b>	<b>20</b>
<b>6.00 Decoration &amp; Renovation</b>	<b>6</b>	<b>27.00 Restrictions</b>	<b>20</b>
<b>7.00 Deliveries</b>	<b>8</b>	<b>28.00 Roof</b>	<b>22</b>
<b>8.00 Driveways</b>	<b>8</b>	<b>29.00 Safety</b>	<b>22</b>
<b>9.00 Employees</b>	<b>9</b>	<b>30.00 Security</b>	<b>23</b>
<b>10.00 Exterminator</b>	<b>10</b>	<b>31.00 Storage Areas</b>	<b>24</b>
<b>11.00 Fire Safety</b>	<b>10</b>	<b>32.00 Taxes</b>	<b>24</b>
<b>12.00 Garage</b>	<b>11</b>	<b>33.00 Terrace</b>	<b>25</b>
<b>13.00 Gifts &amp; Donations</b>	<b>12</b>	<b>34.00 Use of Unit</b>	<b>25</b>
<b>14.00 Heating &amp; Air Conditioning</b>	<b>12</b>	<b>35.00 Utilities</b>	<b>25</b>
<b>15.00 Insurance</b>	<b>13</b>	<b>36.00 Vehicles</b>	<b>26</b>
<b>16.00 Landlord &amp; Renter</b>	<b>13</b>	<b>37.00 Windows</b>	<b>26</b>
<b>17.00 Laundry</b>	<b>14</b>	<b>APPENDIX A: Fire Escape Planning and Practice</b>	<b>27</b>
<b>18.00 Locks &amp; Keys</b>	<b>14</b>	<b>APPENDIX B: A Brief History of the Site and Building</b>	<b>29</b>
<b>19.00 Medical Emergency</b>	<b>15</b>	<b>Index</b>	<b>33</b>
<b>20.00 Move-In Fee &amp; Renovation Fee</b>	<b>15</b>		

# Introduction

---

The name of the Building, as given in the DECLARATION OF CONDOMINIUM, is Harbor View Condominium. (It is often referred to colloquially as Greenwich Harbor View.) The name of the Association, as given in the governing documents, is Greenwich Harbor View Association, Inc.

The governing documents of Greenwich Harbor View Association consist of the printed material titled HARBOR VIEW CONDOMINIUMS: DECLARATION AND BY-LAWS [sic]. The By-Laws of Greenwich Harbor View Association, Inc. were amended at Annual Meetings held June 16, 2005 and June 21, 2006.

This publication, HANDBOOK: GREENWICH HARBOR VIEW ASSOCIATION, is a compilation of the most important points of the Declaration and By-Laws and includes additional rules and regulations adopted by the Board of Directors from time to time.

The HANDBOOK sets forth how the Association is organized and how its business is conducted. We anticipate it will be helpful in your interactions with each other and with the Superintendent, the Management Company, and the Board of Directors.

**1.00 ACCESS TO A UNIT**

- 1.01** In an emergency, the Superintendent or his/her designee may gain immediate access to a Unit. Every reasonable attempt will be made to notify the Unit Owner or Renter in advance.
- 1.02** If the Board has approved an additional lock or if a replacement lock has been installed on a Unit door, the Superintendent must be given the new key.

**2.00 ANNUAL & SPECIAL MEETINGS**

- 2.01** The Association's Annual Meeting is held in the Spring. At this meeting, reports are presented by the President, Treasurer, and Committee chairs, and Board Members are elected. The votes of Unit Owners are weighted according to their undivided interests in the Association. (This equates to the sum of the square footage of their respective Units and the square footage of their respective Parking Spaces.)
- 2.02** A Special Meeting may be called by the Board of Directors or upon petition by one-third of the Unit Owners weighted according to their undivided interests.
- 2.03** At Unit Owner Meetings, the presence, in person or by proxy, of one-third of the weighted votes constitutes a quorum. If a quorum is present, a majority vote, either in person or by proxy, shall be binding except when a higher percentage is required by the Declaration or By-Laws.

**3.00 BOARD OF DIRECTORS**

- 3.01** The Board of Directors (Board) is responsible for the management of the Building and the Association's Operating Budget and Capital Reserve Fund. The Board is comprised of five Unit Owners who are elected during the Association's Annual Meeting. Terms are for two years, on a rotating basis, with two Directors elected in odd-numbered years and three Directors elected in even-numbered years.
- 3.02** The Board elects the President, Vice President, and Treasurer at the first Board meeting following the Association's Annual Meeting. The Secretary may be appointed by the Board and may or may not be a Board Member.

- 3.03** Each year the Board proposes a slate of candidates to be voted upon at the Annual Meeting. Any Unit Owner may nominate additional candidates with the prior consent of the candidate(s).
- 3.04** Board Members are not paid and can be removed at an Annual or Special Meeting of the Unit Owners where there is a quorum. Any one or more of the Board Members may be removed, with or without cause, by a majority of the Unit Owners present and voting. Failure to attend at least 70% of Board meetings is cause for removal of a Board Member.
- 3.05** If, for any reason, a vacancy occurs on the Board, the Board appoints a Unit Owner to serve for the remainder of the term of the Member whose vacancy is to be filled or until a successor is elected.
- 3.06** The Board hires a Management Company and Superintendent to oversee the day-to-day operation and maintenance of the Building and to hire, supervise, and discharge Building Employees. In addition, the Management Company is responsible for Common Charges and Accounting and provides liaison among the Board, Unit Owners, and Building Employees.
- 3.07** The Board is assisted by four Association Committees: Finance, Decorating, Landscaping, and Human Resources. Unit Owners who are not Board Members are encouraged to volunteer to sit on these committees.
- 3.08** The Board is required to meet at least four times a year, but normally meets once a month (except August) to consider business at hand. The presence of a majority of the Board constitutes a quorum.
- 3.09** Any Unit Owner may bring concerns to the Board's attention by requesting to address the Board at a monthly meeting. A Unit Owner may also write to the Management Company or to any Board Member. A Renter who wishes to express concerns must do so through his/her Landlord, the Unit Owner.
- 3.10** Except when the Board is in executive session, any Unit Owner may attend a Board meeting.
- 3.11** The Secretary keeps the minutes of Board meetings. Minutes from a Board meeting are approved at the following Board meeting and then distributed.

**4.00 COMMON CHARGES & ASSESSMENTS**

- 4.01** The Common Charges fund the Operating Budget and pay for the operation, maintenance, and improvements of the Building and the salaries of the Building Employees. Common Charges are based on the Unit

Owner's undivided interests in the Association, which equates to the sum of the square footage of individual Units and the square footage of their respective Parking Spaces.

- 4.02 The Board of Directors has a 10-Year Long-Range Plan for major improvements and repairs, and the Association maintains a Capital Reserve Fund to defray these capital maintenance expenses. However, from time to time, the Board may have to impose a Special Assessment to raise funds to meet special needs or emergency repairs.
- 4.03 Common Charges and Special Assessments are due and payable monthly on or before the first day of the month.
- 4.04 **LATE FEE:** A Late Fee of 7.5% is charged on the balance due in any month the Common Charges, Special Assessment, and any other past due balances are not received by the 15<sup>th</sup> of the month.
- 4.05 If a Unit Owner falls behind in paying Common Charges and/or Assessments, the Board takes legal action necessary for the collection of the debt. If an account is handed to an attorney for collection, all legal fees and an additional administrative fee of \$100 are charged and added to the amount due. This fee is subject to increase, if necessary.

**5.00 CONFLICT RESOLUTION**

- 5.01 Among the members of any group there are likely to be differences in outlook, differences of opinion, different assumptions. Conflicts may occur. However, it is expected that Unit Owners and Renters will be civil toward each other, even in situations that arouse strong emotions.
- 5.02 Neither the Board, the Management Company, nor the Superintendent has the responsibility to intervene and adjudicate conflicts that do not concern Association policies. Neighbors should make every effort to resolve conflicts on their own.
- 5.03 It is the Board's policy to intervene only in cases that concern Association policies or impinge on the entire Association membership. In such cases, Unit Owners may bring the matter to the attention of the Board and/or Management Company for resolution. Letters outlining the complaint may be followed by a hearing and fines if infractions continue.

**6.00 DECORATION & RENOVATION**

- 6.01** Unit Owners own their appliances, including their dishwasher, refrigerator, washing machine/dryer, stove, plumbing and electrical fixtures, and heating/air conditioning units. It is the responsibility of the Unit Owner to repair or replace any such piece of equipment when it breaks down or wears out.
- 6.02** The Unit Owner owns the interior surface of the Unit, which means the surface of the walls, floors, and ceilings. Common or Limited Common Elements are under the control of, and the responsibility of, the Association. These include roofs, windows, foundations, doors, landscaping, walks, driveways, and all interior and exterior elements and portions of the Building, except for the space within Units and Parking Units.
- 6.03** Owners are required to notify the Management Company of all non-structural changes to a unit at least two weeks in advance and provide assurance that the work will be performed by a licensed Contractor or vendor. In addition, the Contractor must provide a copy of any permit that may be required.
- 6.04** **PLUMBING:** Plumbing supply and evacuation lines must be inspected whenever fixtures, appliances, or cabinets in a kitchen, bathroom, or laundry are replaced or added. Supply and evacuation lines that are in need of repair will be replaced and walls will be patched at the Association's expense.
- 6.05** **DECORATION:** Unit Owners are free to decorate and furnish their Units in whatever style or manner they desire unless some restriction applies, as is the case with window treatments. A Unit Owner does not need prior approval from the Board to make decorative changes such as refinishing floors, painting, or wallpapering.
- 6.06** In all instances, the Unit Owner must provide the Management Company with an estimate of when the decorating will be initiated and completed. This will make it possible for the Superintendent to schedule the number of Contractors in the Building at one time. To limit the inconvenience to other Residents, work on any project must be done within a reasonable period of time. Neighbors should be alerted to possible noise and inconvenience.
- 6.07** **RENOVATION:** Unless he/she obtains prior written approval from the Board, a Unit Owner is not free to renovate the Unit, i.e., make any structural addition, alteration, or improvement that alters, in any way, the Common Elements or Limited Common Elements. This includes any modification of the Unit's walls, windows, ceilings, floors, plumbing, gas and

electrical components, etc. For example, modification includes opening or removing a wall or installing new plumbing, gas pipes, or electrical cable.

- 6.08** A Unit Owner's proposal for the renovation of a Unit must include a clear and complete description of the planned work and be accompanied by drawings and specifications prepared by a professional. The proposal must be submitted to the Board via the Management Company at least one week prior to the next Board meeting, usually held once a month except in August. Upon approval by the Board, the Unit Owner will be assessed a non-refundable \$300 fee for renovation work, payable to the Association and sent to the Management Company five days before the renovation work begins. If the renovation fee is not paid in advance, it will be added to the next month's Common Charges.
- 6.09** The Unit Owner must provide proof that all work will be done by licensed Contractors. In addition, the Unit Owner must provide the Contractor's Certificate of Insurance exhibiting a minimum of \$1,000,000 in Liability Coverage and Workers Compensation of a limit no less than the State of Connecticut's Minimum Coverage Requirements. The Certificate of Insurance should list the Association as a certificate holder. All permits and inspections required by the Town of Greenwich are the Unit Owner's responsibility.
- 6.10** In all instances, the Unit Owner also must provide an estimate of when the renovation will be initiated and completed. This will make it possible for the Superintendent to schedule the number of Contractors in the Building at one time. To limit the inconvenience to other Residents, work on any project should be done within a reasonable period of time.
- 6.11** If a Unit Owner or a Unit Owner's Contractor causes damage to a neighboring Unit, the Unit Owner is responsible for the damage.
- 6.12** **ALL CONTRACTORS:** All Contractors must comply with all Building regulations. A Unit Owner is responsible for informing the Contractors of the following:
- 6.13** Contractors may only work Monday through Friday, between 8:00 A.M. and 5:00 P.M. No work is to be done on Saturdays, Sundays, or holidays.
- 6.14** Contractors must check in and out at the front desk every day.
- 6.15** Contractors must comply with all parking regulations and not block driveways or garage doorways without making prior arrangements with the Superintendent. This includes during delivery of materials.

- 6.16** Contractors must keep to a minimum the impact of their work on hallways, elevators, and surrounding Units by thoughtful choice of demolition methods and procedures, with particular attention to noise, vibration, dust, and fumes. Contractors may be asked to specially protect the hallway floor.
- 6.17** Contractors must inform the Unit Owner if the work will be particularly noisy on a given day so that the Unit Owner can inform the neighbors next to, above, and below the Unit being renovated.
- 6.18** Contractors are responsible, at the end of each day, for cleaning up the work area and taking any debris or hazardous materials off Building property.
- 6.19** The Unit Owner is responsible for any damage to Common and Limited Common Elements caused by his/her Contractor.

**7.00 DELIVERIES**

- 7.01** Small packages sent via the Post Office, FedEx, UPS, etc. are delivered through the front door of the Building to the lobby. Building Employees deliver packages within the Building. Residents may advise the doorman if they would like packages held at the front desk or in the locked mailroom closet, or if they would like to be called when packages arrive.
- 7.02** Deliveries of items such as furniture, rugs, and appliances must be made by the delivery person via the east or west driveway, through the basement side door, and via the elevator or stairway to the Unit. The Superintendent must be notified 24 hours in advance when such a delivery is expected so the elevator walls can be protected. These deliveries can only be scheduled Monday through Friday between 8:00 A.M. and 5:00 P.M. No deliveries can be scheduled for Saturdays, Sundays, or holidays.
- 7.03** Morning newspapers that are delivered to the Building are distributed by Building Employees to each subscriber's front door about 7:00 A.M. on weekdays and about 9:00 A.M. Saturdays, Sundays, and holidays.

**8.00 DRIVEWAYS**

- 8.01 SEMI-CIRCULAR DRIVEWAY:** Passengers and packages may be dropped off and picked up in the driveway at the front entrance to the Building. Residents find it helpful to drop off heavy groceries or luggage before parking.



- 8.02** Only short-term parking (not more than 5 minutes) is permitted in this driveway, and the driver must leave the vehicle's keys with the Doorman. Leaving a vehicle with the engine running is not allowed.
- 8.03** All guests and patients/clients visiting professional offices should be instructed to park their vehicles at the Town Hall Parking Garage. The Doorman is not allowed to park vehicles. The Town Hall Parking Garage is located on Field Point Road to the right when facing the Building. Parking in the lot on Elm Street, to the left when facing the Building, is private, and unauthorized cars will be towed.
- 8.04** EAST AND WEST DRIVEWAYS: Unit Owners, Renters, and guests must not park in either the east or west driveway. Parking for Contractors and their workers is available in areas designated by the Superintendent.
- 9.00** **EMPLOYEES**
- 9.01** Harbor View Building Employees currently include the Superintendent, a daytime Doorman, a nighttime and Saturday Doorman, a Senior Porter, and a Porter. They are responsible for maintaining the Common Areas of the Building and the Building's property.
- 9.02** A Doorman is on duty in the lobby Monday through Friday from 8:00 A.M. to 8:00 P.M. and on Saturday between 9:00 A.M. and 6:00 P.M. There is no Doorman on duty Saturday nights, Sundays, or holidays.
- 9.03** Each of the Employees has a list of duties and follows a schedule. Employees must not be asked to do anything that is in direct conflict with their stated duties, nor should they be asked to do any non-Building work during the hours when they are on duty for the Building.
- 9.04** The Superintendent and Doorman are available in the event of an emergency. Phone numbers for both are listed in the Harbor View Telephone Directory. If neither the Superintendent nor Doorman is available, the Management Company can be reached 24 hours a day. That number also is in the Harbor View Telephone Directory.
- 9.05** If an emergency requires the Police Department, the Fire Department, or the Emergency Medical Service (ambulance), Employees or Residents should dial 911 for emergency services.
- 9.06** If a Unit Owner has any comment or complaint about any of the Employees, he/she should convey the complaint to the Superintendent, the

Management Company, or the Board. A Renter should communicate with his/her Landlord.

**10.00 EXTERMINATOR**

**10.01** An Exterminator, accompanied by the Superintendent, services all Units, the trash rooms, and other appropriate parts of the Common Areas. This normally takes place the fourth Thursday of every month and is a preventive measure rather than a corrective one. Unit Owners are asked to cooperate.

**11.00 FIRE SAFETY**

**11.01 HALLWAY FIRE ALARM SYSTEM:** The smoke detectors in the Common Areas are connected to an automatic fire alarm system that signals the Greenwich Fire Department. The smoke detectors are located on the ceiling at the ends of each hallway. A loud alarm is located near each hallway smoke detector. In addition, a pull-station fire alarm is located in the hallway next to the stairwells on all floors.

**11.02** On the first floor, a hand-held fire extinguisher is located in the stairway that leads to the basement on both sides of the Building. On all other floors, there is a hand-held fire extinguisher on a bracket in the hallway next to the stairwells at the front of the Building.

**11.03** Owners and Renters should explore the hallways and become familiar with the fire protection equipment, particularly the fire extinguisher.

**11.04** When the fire alarms in the hall sound, it is expected that everyone will exit from his/her Unit and descend to the lobby using the stairs, which are interior fire escapes. If there is smoke, use the stairway that has the least smoke. The elevators do not operate once the fire alarms sound. Anyone with a physical handicap should dial 911 for emergency services. For detailed information in regard to fire safety, refer to Appendix A: Fire Escape Planning and Practice, published by the National Fire Prevention Association.

**11.05 UNIT SMOKE DETECTORS:** One or more smoke detectors are located on the ceiling in each Unit. When triggered, these smoke detectors only sound within the Unit. The smoke detectors in the hallways are connected to the automatic fire alarm system, but the unit smoke detectors are not.

**11.06** When cooking something that creates smoke, please open a nearby window to clear the air. Otherwise, the smoke detector in the Unit may sound.

- 11.07** If the smoke detector inside the unit sounds, and there is no fire, do not open the door to the hall. Instead, open several windows. Opening the door to the hall might cause fumes and smoke to set off the automatic fire alarm system, which would summon the Greenwich Fire Department.
- 11.08** The smoke detector in the Unit runs on 120-Volt current. When you replace this smoke detector, we recommend choosing a 120-Volt unit with a 9-Volt back-up. The 9-volt backup battery should be replaced every six months.
- 11.09** Residents are urged to buy and place a hand-held fire extinguisher near their Unit's kitchen.
- 12.00 GARAGE**
- 12.01 WEST DRIVEWAY ENTRANCE:** The upper and lower garages are entered from the west driveway except when the west driveway is blocked by a truck or van. The driver uses an electronic key to open the garage roll-up door. The roll-up door shuts automatically after the vehicle has passed through.
- 12.02** The roll-up door is timed to permit only one vehicle to enter with each door opening. If a second driver attempts to enter right behind the first vehicle, the door may close and cause damage to both the door and the second vehicle. Wait until the leading car has entered and the door has closed. Then use your electronic key to open the roll-up door for your vehicle.
- 12.03 EAST DRIVEWAY EXIT:** The upper and lower garages are exited via the east driveway except when the east driveway is blocked by a truck or van. The garage doors roll up automatically when a vehicle approaches and shut automatically after the vehicle has passed through the doorway.
- 12.04** The upper level entrance and exit garage doors can be operated manually from a junction box just inside each automatic door. In a power outage, the doors can be lifted manually and remain open until power is restored.
- 12.05 PARKING SPACES:** All of the Parking Spaces in the upper and lower garages are owned by Unit Owners. Only one vehicle may be parked in the appropriate Parking Space.
- 12.06** An Owner who does not own a vehicle or have a need for parking may rent the Parking Space only to someone who is currently living in the Building. A written notice to the Superintendent is required so that all cars can be identified.

**12.07** Whoever is using a Parking Space must keep it free of anything other than the vehicle. A Parking Space is not to be used for storage of any kind, such as a spare battery, a spare tire, or firewood.

**12.08** Oil that drips from a vehicle is not only unsightly but, in time, will stain and corrode the garage floor. If your car leaks oil, please protect the floor area and have the car repaired.

### **13.00 GIFTS & DONATIONS**

**13.01** A Unit Owner who wishes to make a significant gift to the Association should submit a proposal to the Board. Each case will be reviewed on its merits with consideration given to the Association's need for the gift, how the gift fits into the 10-year Long-Range Plan for the Building, whether the Association will be responsible for any portion of the expense, and the recommendation of the appropriate Association Committee.

### **14.00 HEATING & AIR CONDITIONING**

**14.01** The temperature in each Unit is controlled independently. If your heating and air conditioning wall unit dates from the condominium conversion, the Superintendent will be able to explain how the Singer system works. Otherwise, refer to your Owner's Manual for operating instructions.

**14.02** Air conditioning is solely regulated by a compressor in each wall unit. Heat is supplied by a central steam system from a furnace in the basement and circulated by the wall unit fan. Steam is not circulated on a continual basis but cycles on and off, controlled by a thermostat that responds to the outside temperature. Consequently, heat is not always immediately available. One has to wait for the next steam cycle.

**14.03** In below-freezing weather, heat should be maintained in the Unit even if the Unit is not occupied. This will prevent the hazard of freezing pipes that could burst.

**14.04** Annual maintenance and cleaning of these wall units is the responsibility of the Unit Owner. It is suggested that the drain be cleared and the filter on the front of the air conditioner coils be vacuumed once a year.

**14.05** For information about whom to call to service the equipment, refer to the Harbor View Telephone Directory.

**14.06** Replacement ventilation, heating, and air-conditioning units must be compatible with the existing wall sleeve. Window units may not be installed in any window.

**15.00 INSURANCE**

**15.01** The Association has a master insurance policy for the Building, but this insurance does not cover a resident's possessions or occurrences inside a Unit or in the Unit Owner's basement Storage Space or Parking Space. The Association's master insurance policy also does not cover improvements and betterments to a Unit.

**15.02** Unit Owners and Renters should purchase Homeowners or other appropriate insurance to protect their personal property as well as the improvements and betterments to their Unit that are not covered by the Association's master insurance policy.

**15.03** Any Unit Owner causing bodily injury or damage to any personal property, improvement or betterment, Common Elements, or Limited Common Elements shall have primary responsibility for such claim. He/she shall be responsible for the deductible applicable to any coverage which may be available under the Association's master insurance policy.

**16.00 LANDLORD & RENTER**

**16.01** A Unit Owner becomes a Landlord if the Owner rents his/her Unit to another person or persons. If the Owner rents his/her Unit, the Owner must do the following:

**16.02** The Owner must submit to the Management Company for approval the lease between him/her and the prospective tenant. The Association has the right of first refusal. If the Association wishes to exercise its right, it can rent the Unit for the price stated in the lease. If, after ten days, the Owner has not heard from the Management Company, he/she may proceed with the rental.

**16.03** The Owner must include in the lease a clause that states that the tenant is responsible for all fines imposed because of his/her actions or inactions, and a clause that gives the Owner the right to break the lease if the tenant violates any of the rules and regulations of the Association.

**16.04** The submitted lease shall be accompanied by a Certificate of Insurance providing the tenant with personal property insurance with an appropriate limit of coverage and general liability insurance with a minimum coverage

amount of \$500,000, naming Greenwich Harbor View Association, Inc. as an additional insured.

**16.05** The Owner must be certain that the Renter receives a copy of this HANDBOOK so that the Renter knows the Association's expectations and expressly accepts the terms and conditions of its governing documents, including additional rules and regulations as may be adopted by the Board of Directors from time to time. Any concern between the Renter and the Board must be directed through the Owner.

**17.00 LAUNDRY**

**17.01** Every Unit has its own laundry equipment. However, some of the washing machines may not have full-size capacity. **Overloading a reduced-capacity machine can cause flooding that may damage the Unit below.** In such a case, the person who causes flooding is responsible for any damage.

**17.02** All Unit Owners should use a minimum amount of low-suds detergent to avoid an overflow of suds.

**17.03** When the washing machine is not in use, hot and cold inlet valves should be in the off position.

**17.04** The washing machine and the dishwasher must not be run at the same time. When operated together, they may overload the discharge drain and cause flooding.

**17.05** To minimize the effect of noise on neighbors, laundry equipment should only be used between 8:00 A.M. and 10:00 P.M.

**18.00 LOCKS & KEYS**

**18.01** Extra Building-entry electronic keys may be obtained from the Superintendent for a deposit that is refunded when the keys are returned. Please notify the Doorman if an electronic key has been lost or stolen, so the access number can be removed from the entry system.

**18.02** The Superintendent must be able to enter every Unit in the Building as stated in the condominium governing documents. This is imperative in case there is a fire or other emergency, such as an illness or a leak from a water pipe or the gas stove.

- 18.03** The outside of the door to a Unit from the hallway is part of the Common Area. As such, any changes to this door require approval by the Board. If the Board gives the Owner permission to change the lock or install a second lock on the door to his/her Unit, the Superintendent must be given a key to each lock. If the Superintendent, the Police, or a Fire Fighter must break into a Unit because key(s) are not available, the Unit Owner is charged for the repairs.
- 18.04** The upper and lower garage roll-up doors are opened with an electronic key. The roll-up doors close automatically after a vehicle has passed through the doorway.
- 18.05** The Medeco key given to each Unit Owner is used to access the basement Storage Areas. Individual Storage Space locks are the responsibility of the Resident.
- 18.06** Every Unit in the Building has a mailbox. One key is supplied for each mailbox. Unit Owners may make duplicate keys. Any problem with a mailbox lock is the responsibility of the Unit Owner.
- 18.07** When a Doorman is not on duty, Residents who cannot gain entry to their Unit must contact a locksmith at their own expense. For information about locksmiths, refer to the Harbor View Telephone Directory.

**19.00 MEDICAL EMERGENCY**

- 19.01** For their own peace of mind, Residents may want to provide the Superintendent and the Doorman with the name(s) of the person(s) to notify in case of a medical emergency. This information is kept in a secure spot.

**20.00 MOVE-IN FEE & RENOVATION FEE**

- 20.01** A Unit Owner must notify the Superintendent five days in advance of moving in or out. When a Unit is rented, notification must be made through the Landlord rather than the Renter because the Landlord may not be aware of the contemplated move, and there may be payments in arrears, etc.
- 20.02** Arrangements must be made before moving in or out because pads have to be installed in the elevator, the driveway blocked off, etc. Moving and moving-related activity is permitted only on weekdays between 8:00 A.M. and 4:00 P.M. and never on Saturdays, Sundays, or holidays. Two moves

cannot be scheduled for the same day. Any move that lasts beyond 5:00 P.M. is subject to a \$200 fine that is charged to the Unit Owner.

**20.03 MOVE-IN FEE:** There is a move-in fee of \$300 to be paid by a Unit Owner upon moving into Harbor View or moving within the Building. Unit Owners who rent or lease their Units will be charged this fee each time a new tenant moves into the Unit. This non-refundable fee is payable to the Association and sent to the Management Company five days prior to the move-in. If the Move-In Fee is not paid in advance, it will be added to the next month's Common Charges. There is no move-out fee.

**20.04 RENOVATION FEE:** To offset the expense that results from the extra wear and tear to the Building during a renovation, the Unit Owner is charged a non-refundable \$300 fee, payable to the Association and sent to the Management Company five days before the renovation work begins. If the Renovation Fee is not paid in advance, it will be added to the next month's Common Charges.

**20.05** Renovation requires prior written Board approval and is considered to be any work that makes a structural addition, alteration, or improvement that alters, in any way, the Common Elements or Limited Common Elements. This includes modification of the Unit's walls, windows, ceilings, floors, plumbing, gas and electrical components, etc. For example, modification includes opening or removing a wall or installing new plumbing, gas pipes, or electrical cable.

## **21.00 NOISE**

**21.01** When living in close proximity to others, there is likely to be some noise transmitted from one Unit to another. Because of the nature of the Building's construction, such sound is particularly noticeable to the Unit below. Therefore, **Unit Owners are required to install carpeting and padding over at least 75 percent of the floor area of their unit, excluding kitchens, baths, and closets.**

**21.02** In areas that are not carpeted, it is usually possible to hear the person in the Unit above walk across the floor, particularly if he/she is wearing street shoes. Mindful of the effect that their activities can have on their downstairs neighbors, many Residents go about their Units in soft slippers.

**21.03** Other sources of noise come from television and music equipment. It is particularly annoying that low frequency sounds are amplified as boom,



boom, boom. Neighbors appreciate it when such equipment is played at a low volume or with earphones.

- 21.04** To minimize the effect of noise on neighbors, the use of equipment such as an exercise machine, washing machine, dishwasher, vacuum cleaner, etc., is restricted to the hours of 8:00 A.M. to 10:00 P.M.

**22.00 PETS**

- 22.01** Only one pet, e.g., cat, dog, or caged bird, is allowed in each Unit. No potentially dangerous animal is permitted. Renters must obtain the approval of the Landlord as some Rental Agreements prohibit pets.

- 22.02** No pet is permitted to roam, leashed or unleashed, anywhere in the Common Areas of the Building, including the lobby or terrace, or on the property surrounding the Building.

- 22.03** When walking their pets, Harbor View Residents are required to leash the pet, take the elevator to the basement, and exit the Building through basement-level side doors. Pet walkers and visitors with dogs are expected to follow this same procedure.

- 22.04** Pets should be walked away from the property before they relieve themselves. It is a Town of Greenwich requirement that dogs be licensed and that their owners or pet walkers clean up after their pet. Residents who disregard this courtesy may be fined.

- 22.05** Any pet causing or creating a nuisance or unreasonable disturbance or noise may be brought to the attention of the Board and/or Management Company. Letters outlining the complaint will be sent to the Unit Owner with the pet and may be followed by a hearing, fines, and permanent removal of the pet from the property upon three days' written notice from the Board of Directors.

**23.00 PLUMBING**

- 23.01** Plumbing supply and evacuation lines must be inspected whenever fixtures, appliances, or cabinets in a kitchen, bathroom, or laundry are replaced or added. Supply and evacuation lines that are in need of repair will be replaced and walls will be patched at the Association's expense.

- 23.02** Plumbing equipment may not be used for any purpose other than that for which it is designed. For example, disposable diapers, sanitary napkins,

tampons, paper towels, etc., must not be flushed down the toilet. These products may plug the drain and cause considerable damage. In such an instance, the Unit Owner or Renter is liable for the expense incurred for all necessary repairs.

**23.03** In the event of a stopped-up sink or tub drain, or other plumbing problem, consult with the Superintendent before calling a plumber. The source of the problem will determine whether the Unit Owner or the Association is responsible for the plumber's services.

**23.04** To keep drains running smoothly, use only a non-caustic clog remover.

#### **24.00 POWER OUTAGE**

**24.01** During a power outage, emergency lights automatically illuminate the hallways and stairwells. These battery-operated lights normally will stay lighted for three to four hours.

**24.02** Because the elevators are not in service during a power outage, Residents must use the stairs.

**24.03** If the Doorman is not on duty during a power outage, the vestibule door to the lobby cannot be used to enter the Building. However, the electronic key will open the driveway and garage basement doors that are battery operated.

#### **25.00 RECYCLING & REFUSE**

**25.01** **RECYCLING:** State and local laws mandate that residents separate all disposable material.

**25.02** On each floor, both east and west, there is a trash closet that is accessed from the landing of the south stairways. There are clearly marked containers for items that are to be recycled.

**25.03** Commingled (bottles, plastics, and cans): Empty, rinsed, and unbroken glass bottles (any color); empty and rinsed tin and aluminum beverage and food cans; and all plastics with a recycle triangle on the bottom that contains a 1 or 2 are placed in the covered container (with caps discarded). Plastics with numbers 3 through 7 cannot be recycled. Do not include plastic bags.

**25.04** Newspapers: Newspapers and the inserts that come with the newspapers are placed in a clearly marked blue container for newspaper recycling. Please

keep the newspapers flat for easy removal and to keep the container from overflowing. **Do not include** mixed paper in the newspaper bin.

- 25.05** Mixed Paper and Cardboard: Mail, postcards, flyers, magazines, catalogs, writing paper, notebook and scrap paper, envelopes, etc. are placed loose in the other open container. To check if a paper bag or *clean* cardboard can be recycled, give it the tear test. If it tears brown or gray, recycle. If it tears white, throw it in the trash. **Do not include** paperbacks or hardcover books. Corrugated boxes should be flattened and placed upright against the wall of the trash closet. If there is no room in the trash closet, call the Doorman for pickup by a Porter.
- 25.06** **REFUSE**: On the wall inside the trash closet, there is a small door that gives access to the garbage chute that leads to a compactor in the basement. The chute must be used for food waste, miscellaneous trash, and all non-recyclable containers such as orange juice and milk cartons and any plastic container with recycle numbers 3 through 7. These items must be securely bagged in the kind of plastic carrying bags that come from the supermarket or in the medium-size plastic garbage bags that are purchased. Dry cleaner bags and plastic bags should be taken to the supermarket for recycling.
- 25.07** Bags that are dropped down the chute can burst on impact. To make sure that this doesn't happen, please double- or triple-bag garbage that is heavy and securely tie it since a burst bag increases the likelihood of bugs in the Building and causes odors that can travel to the upper floors.
- 25.08** Kitty litter and bird droppings must be wrapped in newspaper, double-bagged, tied, and put on the floor of the trash closet. These items **should not** be placed in the garbage chute.
- 25.09** Broken drinking glasses, old dishes, flower pots, light bulbs, and anything that is likely to shatter if it falls, should be put in a corner on the floor of the trash closet. These items do not go in or on any of the recycling receptacles. If there is no room in the trash closet, call the Doorman for pickup by a Porter.
- 25.10** Clothes hangers should be placed on the floor of the trash closet. These items **do not** go down the trash chute or in any recycling container. Many dry cleaners take back wire clothes hangers.
- 25.11** Latex paint that is going to be discarded should be mixed with kitty litter, double bagged, tied, and treated as garbage. After the can is wiped out and dry, it should be placed on the floor of the trash closet. If there is no room in the trash closet, call the Doorman for pickup by a Porter.

**25.12** Hazardous materials: Household hazardous materials such as oil paint and paint cans, paint thinners, petroleum-based cleaning fluids, mercury thermometers, and batteries (everything from AAA to motor vehicle batteries) cannot be placed in the trash closet or chute or in the dumpster. Call the Doorman so these items can be picked up by a Porter and given special handling until Building employees can dispose of these items properly. All contractors working in a Unit must take any hazardous materials off Building property when they leave. For additional information on hazardous waste, refer to the Harbor View Telephone Directory.

**25.13** A large appliance (such as a stove, washing machine/dryer, or refrigerator), furniture, or a mattress cannot be part of Harbor View waste collection at any time. Such an item must be removed by other arrangements or taken to the Greenwich Waste Disposal and Recycling Facility at Holly Hill.

#### **26.00 RESALE OF UNIT**

**26.01** The Association has the right of first refusal when a Unit Owner intends to sell.

**26.02** After a binder or sales contract has been received and accepted, the Unit Owner or his/her agent writes the Management Company requesting that the Association waive its right of first refusal and issue a resale certificate. The request should include the following information: the buyer's name and address; the purchase price; a copy of the first page of the binder or sales contract; the anticipated closing date; the address where the resale certificate package should be sent; and a check for \$125.00 payable to the Management Company for preparation and copying of the resale certificate. This fee is subject to increase, if necessary.

**26.03** The Board usually waives its right of first refusal, and the Management Company has ten business days from receipt of the written request and fee to issue the resale package. The package includes the resale certificate; the current Operating Budget, Common Charges, and Assessments; an explanation of the Association's insurance coverage; and documents to be given the prospective owner including a copy of the Association's Declaration and By-Laws as well as this HANDBOOK that outlines the rules and regulations adopted by the Board.

#### **27.00 RESTRICTIONS**

**27.01** Most of the following restrictions are mentioned in the Association's Declaration. That governing document also empowers the Board to levy

finer for violations of these rules and regulations or any others that appear in this HANDBOOK or are adopted from time to time. Any fine is considered an addition to the Unit Owner's Common Charges and is similarly enforced.

- 27.02** Nothing may be placed or kept in a Unit or the Storage Space that may cause the cancellation of the Building's insurance or an increase in the rate.
- 27.03** Nothing considered unsightly, such as rubbish or laundry is to be visible in any window of a Unit.
- 27.04** Nothing is to be affixed to or displayed on the outside of the Building.
- 27.05** Nothing is to be shaken nor swept from any door or window or in any hallway or stairway.
- 27.06** Nothing can be placed on an outside window ledge.
- 27.07** Nothing is to be used to cover a window other than a shade, blind, curtain, or drapery that has a white or off-white appearance when viewed from the outside.
- 27.08** Nothing is to be done in any Unit or Common Area that is an annoyance or a nuisance to other Residents or that causes a distracting or disturbing noise. A Resident's entrance door and all stairway doors must be kept closed.
- 27.09** Nothing is to be done to any Unit or Parking Space that impairs the structural integrity of the Building or structurally changes the Building.
- 27.10** Nothing is to be done in any Unit or Common Area that constitutes an open house, exhibition, auction, or group tour, without prior consent from the Management Company five days in advance. Such event can only be scheduled for a time when a Doorman will be on duty, either during regular hours or by special arrangement, and no sign or display can be placed in front of the Building to announce the event.
- 27.11** Water beds, because they may cause flooding, are not permitted in any Unit.
- 27.12** Barbecuing or cooking of any kind, ball playing, or improper attire are not permitted at any time in the Common Areas, or anywhere on the terrace or on the grounds of the Building.
- 27.13** Use of the terrace is restricted to the hours between 8:00 A.M. and 9 P.M. to ensure Residents on the lower floors peaceful enjoyment of their Units.

- 27.14** No personal property may be placed or stored in any Common Area including hallways and the hallway side of doors. Therefore Residents may not place signs, wreaths, or door decorations on the hallway side of doors or any objects (including furniture, floor mats, shoes, plants, or pictures) in the hallways. Items found in the hallways will be removed and placed in the basement for retrieval by their owner. There are two exceptions to this rule: (1) Offices may have a small identification sign on their door. (2) Residents may place a wreath on their door between December 10 and January 1.
- 27.15** No flammable or potentially explosive material, of any kind, may be placed or stored in a Unit or the Storage Space or Parking Space assigned to the Unit.
- 27.16** No playing is permitted in any Common Area. Children should not be allowed to wander alone in the Building or on the terrace for safety reasons.
- 27.17** Smoking is not permitted in any Common Area of the Building, including the lobby, terrace, stairways, and garages. Smoking also is not allowed near the front door or the basement side doors to avoid smoke entering the Building.
- 27.18** Operation of a cell phone is discouraged in Common Areas of the Building, such as the lobby and elevators. Unit Owners are asked to use discretion and consideration when using a cell phone on the terrace.
- 27.19** Pets are not allowed in the lobby or on the terrace.
- 27.20** All guests must be announced.

**28.00 ROOF**

- 28.01** No one is allowed on the roof except the Superintendent or maintenance personnel. The doors to the roof have integral alarms that turn on when the door is opened.

**29.00 SAFETY**

- 29.01** Safety is the responsibility, and must be the concern, of everyone living or working in the Building.
- 29.02** No one should ever leave a vehicle's engine running in the closed upper garage or in the driveway.

- 29.03** No one should ever place or leave any object of any kind on the Building's stairs or on a stairway landing. The stairways, both north and south, are internal fire escapes and should never be blocked. Special accommodations may be necessary when the elevator is not in service and Residents must use the stairs to reach their Units.
- 29.04** No decorative objects, furniture, mats or door decorations may be placed in the hallways by a Resident. There are two exceptions to this rule: (1) Offices may have a small identification sign on their door. (2) Residents may place a wreath on their door between December 10 and January 1.
- 29.05** No one should ever prop open a door to a stairway landing. In keeping with fire regulations, these doors should be shut at all times to prevent smoke from spreading during a fire. It is for this reason that these doors are equipped with self-closing pistons.
- 29.06** When painting a Unit or refinishing the floors, it is tempting to open the entrance door of the Unit and a door to a stairway landing to increase the ventilation. However, this must not be done. It creates a hazard and allows the fumes to seep into other Units. In such a situation, a Resident should only open the Unit's windows to disperse the fumes. The entrance door to a Unit and stairway doors must be kept closed.

**30.00 SECURITY**

- 30.01** Security is important at Harbor View. High-security building-entry electronic locks are installed on all exterior doors and the doors leading from the garage to the basement. Video surveillance cameras are focused on sixteen locations in the Common Areas and garages, 24 hours a day.
- 30.02** Currently a Doorman is on duty in the lobby Monday through Friday from 8:00 A.M. to 8:00 P.M. and on Saturday between 9:00 A.M. and 6:00 P.M. There is no Doorman on duty Saturday nights, Sundays, or holidays. The Doorman may be reached by calling the desk in the lobby: 203.661.2760. That number also is listed in the Harbor View Telephone Directory.
- 30.03** The Doorman is instructed to announce all guests and to lock the front door when leaving the front desk. At such times, Residents must use their electronic door keys. When no Doorman is available, visitors must use the Entry System Directory located in the vestibule. The Entry System rings in the called Unit so that the Visitor can speak with the Resident. The Resident can unlock the front door to the lobby by pressing number 9 on his/her telephone keypad before hanging up.

- 30.04** The doors into the Building, including the doors from the garage, are self-closing and are opened using the electronic keys. Except for the vestibule door to the lobby, these doors are always locked, and the vestibule door is locked whenever the Doorman is not on duty. For everyone's security, it is important never to interfere with these self-closing or locking features.
- 30.05** If the Doorman is not on duty during a power outage, the vestibule door to the lobby cannot be used to enter the Building. However, the electronic key will open the driveway and garage basement doors that are battery operated.
- 30.06** Please do not prop open any basement door. If it is inconvenient to bring packages, luggage, or groceries in from the garage, they may be dropped off at the front door before parking.
- 30.07** If you observe a suspicious person in the Building or garage or if you see someone breaking into a vehicle, call the Doorman or Superintendent. If you can't reach either of them, dial 911 to reach the police.

**31.00 STORAGE AREAS**

- 31.01** Storage of personal possessions, other than in the Owner's or Renter's Unit, must be in the basement Storage Space assigned to the Unit. Nothing is to be stored in any Common Area or in a Parking Space.
- 31.02** Persons are expected to turn out the lights and lock the door when leaving a basement Storage Area. A Medeco key is used to unlock and lock the doors to the Storage Areas. Individual Storage Space locks are the responsibility of the Unit Owner or Tenant.
- 31.03** Bicycles must be parked in one's Unit, one's Storage Space, or in the Bicycle Rack provided in the outside section of the upper-level garage. Bicycles are not allowed in the lobby. Please use the garage or basement doors when taking a bicycle in and out of the Building.

**32.00 TAXES**

- 32.01** Each Condominium Unit and each Parking Space is listed separately on the Town of Greenwich Real Estate Tax Roll. Separate semi-annual property tax bills are sent to the owner of record and payable in January and July.



**33.00 TERRACE**

- 33.01** Use of the terrace is restricted to the hours between 8:00 A.M. and 9:00 P.M. The terrace can be accessed through the lobby doors or through the garage and via either of the terrace stairwells.
- 33.02** As a Common Area, the terrace is available for the enjoyment of residents of the Building and their guests when accompanied by a Resident. The Association may use the terrace for Greenwich Harbor View events.
- 33.03** Pets are not allowed on the terrace.
- 33.04** Smoking is not allowed anywhere on the terrace.
- 33.05** Children must be chaperoned when on the terrace.
- 33.06** Barbecuing or cooking of any kind, ball playing, or improper attire are not permitted on the terrace. Cell phones should be used with consideration and discretion. Music should only be played using head phones.
- 33.07** Residents may bring beverages and snacks onto the terrace if using plastic or other non-breakable plates and glasses. Umbrellas should be closed and tied and furniture returned to its original configuration when leaving.

**34.00 USE OF UNIT**

- 34.01** All Units at Harbor View, except professional offices on the first floor, are for residential use only and for no other purpose.

**35.00 UTILITIES**

- 35.01** Water, heating, and the gas for cooking are utilities paid for through the Common Charges. The cost for the use of electricity within each Unit, including the heating and air conditioning unit, is the responsibility of the individual Unit Owner or Renter. Each Unit has its own electric meter in the basement. The Resident of each Unit receives a bill monthly from Connecticut Light & Power Company.
- 35.02** Harbor View is "cable ready." This means the connection is in the wall. However, Harbor View is not responsible for cable installation or TV services.

**35.03** Each Unit has a circuit breaker panel within the Unit. If there is no power outage and the lights go out or an appliance fails, go to the circuit breaker panel and check each circuit by throwing the switch off and on. If this does not solve the problem, consult an electrician.

**36.00 VEHICLES**

**36.01** All of the Parking Spaces in the upper and lower garages are owned by Unit Owners, and only one vehicle may be parked in its appropriate Parking Space.

**36.02** Only an operable, registered vehicle may be parked in the garage.

**36.03** Washing a vehicle in the garage or a driveway is not permitted.

**36.04** Undertaking major repairs of a vehicle in the garage or a driveway is not permitted.

**37.00 WINDOWS**

**37.01** Unit Owners are responsible for cleaning their Unit's sliding and double hung windows. These windows have a feature that enables them to be lifted out or swung into the Unit. This makes it possible to clean both sides of the windows from the inside of the Unit. The Superintendent can demonstrate how this is accomplished.

**37.02** Each spring, the Association arranges for the exterior washing of non-movable windows.

**37.03** Because the windows are considered Common Elements, the Association is responsible for their repair or replacement.

**37.04** Only white or off-white shades or blinds can be used to cover a window, and curtains or draperies must have a white lining if the fabric has a color or pattern. Viewed from the outside, window coverings should have a white or off-white appearance.

## APPENDIX A

---

### FIRE ESCAPE PLANNING AND PRACTICE

Please review and familiarize yourself with the information that follows.

#### IF FIRE STRIKES...

Sound the alarm and dial 911 for emergency services, even if the fire appears small. Leave quickly, closing doors as you go in order to contain fire and smoke.

If you encounter smoke or flames during your escape, use another exit. Since heat and smoke rise, cleaner and cooler air will be near the floor. If you must exit through smoke, crawl on your hands and knees toward your exit, keeping your head in the "safety zone," one to two feet (30-60 cm) above the floor.

Test doors before you open them. Kneel at the door; reach up as high as you can and touch the door, the knob, and the space between the door and its frame with the back of your hand. If the door is warm, use another escape route. If the door is cool, open it slowly and be prepared to slam it shut if smoke or heat rushes in.

Follow the directions of fire and security personnel. Once outside, move away from the Building, out of the way of firefighters, and stay out until the fire department says you may go back in.

#### IF YOU MUST STAY...

If you cannot escape safely or if you're instructed to stay where you are, be calm and protect yourself. If possible, go to a room with an outside window and a telephone, closing all doors between you and the fire.

Use tape or stuff the crack around the door with towels or bedding and cover air conditioning/heating vents to keep the smoke out of the room.

If there's a telephone in the room where you are trapped, dial 911 for emergency services to tell the fire department exactly where you are. Do this even if you can see fire trucks from your window.

Wait at a window and signal for help with a flashlight beam or by waving a sheet or other light-colored cloth. If possible, open the window to allow fresh air in, but close it quickly if smoke from outside comes in. Do not break the window.

Be patient. Rescuing all occupants may take some time.

Adapted from NFPA guidelines, copyright 1999-2000

## APPENDIX B

---

### A BRIEF HISTORY OF THE SITE AND BUILDING

Greenwich Harbor View at 40 West Elm Street, Greenwich, has an interesting history, as does the land on which it is situated.

#### THE SETTLEMENT OF GREENWICH

In 1669, when this area of Greenwich was first settled, it was part of the Horseneck Plantation. The central portion of Greenwich had been purchased from the Indians in 1640 for twenty-five coats. The original deed can be seen next door in the vault of Greenwich Town Hall. The Indians signed the deed with their individual marks.

Greenwich was the tenth town to be settled in Connecticut. What we know as Route One, or Putnam Avenue, was designated on a 1740 map as the Westchester Path or the Main County Road. Field Point Road appeared on early maps as a path leading uphill from the Sound. Elm Street seems to be first shown on an 1890 map.

The earliest structures in this area appear to have been two taverns, both along the Westchester Path. One was on the corner of Benedict Place, the other on the corner of Lafayette Place.

The first structures on what is now 40 West Elm Street were two houses and a building called the Italian Institute. The latter was located on the land now used as a parking area by the bank next door. One of the two houses was called Five Gables on a 1938 map.

The Horseneck Plantation area, originally primeval forest, became farmland. It sloped down toward Long Island Sound, as did most of Greenwich. Little excavation was necessary for the foundation for 40 West Elm Street, as the lot on which the Building was constructed sloped steeply down to what are now the playing fields, land once known as the Cows' Lot, as cattle grazed there.

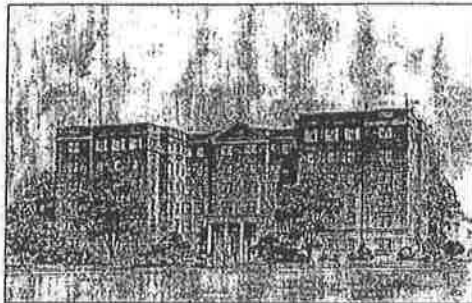
In 1933, the Town of Greenwich "Grand List of Real Estate" listed a valuation of \$16,730 for the property of the two houses and \$8,100 for that of the Italian Institute.

#### HARBOR HEIGHTS APARTMENTS

In a Connecticut Historic Resources Inventory, 40 West Elm Street is described as architecturally conservative with Georgian Revival details. "The slightly projecting middle bays of the recessed central section...contain the main entrance, surmounted by a stained-glass fan light, flanked by arched niches, and sheltered by a two-story neo-classical portico, composed of four columns with acanthus-leaved

capitals supporting a heavy entablature.... The corner windows and the flatness of the details, especially the cornice, indicate Art Deco influence.”

The Building was designed by architect Philip Birnbaum and was the last of the area’s large apartment buildings to be constructed before World War II. Alden Construction Company was the builder. Originally a rental building called Harbor Heights, apartments were scheduled for Spring occupancy in 1939.



*Harbor Heights*  
*In Greenwich*  
(Illustrated by Tony Blund)  
10 West 61st St.  
Greenwich, Conn.

About the time of the completion of the Harbor Heights construction and its official opening, Greenwich was preoccupied with its elaborate Tercentenary Celebration. Then the population of Greenwich was estimated to be 42,876. In the year 2000 Census, the population was 61,101.

One Harbor View owner lived here with his parents at that time and attended Greenwich High School, the building next door that became Greenwich Town Hall in 1970. When

renters first moved in, he recalled that the terrazzo floor in the Harbor Height’s lobby had not yet been installed, requiring residents to walk across planks.

The lobby originally had no window between the two doors leading to the terrace area, but instead, there was a mural showing Long Island Sound as seen from the Building. The painter of the mural, it is said, would look out at the view from an upstairs window and rush down to paint what he saw.

The lobby and halls had dark paneling and the ceiling was sixteen inches higher than now. Early residents recall a “quiet building, dignified and elegant, with infrequent turnover of renters.”

There was black and white tile in all bathrooms, corner casement windows, concealed radiation, 24-hour door service, and indoor radio aerials – to name a few of the “latest innovations.” Units ranged in size from 2 to 4½ rooms with dressing rooms and 1 and 2 baths. Apartments D, E, L and K had open terraces. The basement contained apartments for the porters and common laundry facilities. There were no individual storage rooms, but rather one long space in which residents could store a few possessions.

#### GREENWICH HARBOR VIEW CONDOMINIUM

In 1981 the Harbor Heights rental building was conveyed to Weisman, Weisman, and Hoffman to be converted to a condominium, Greenwich Harbor View.

Robert E. Schwartz was selected as the architect for extensive remodeling of the interior, enlargement of the garages, and changes in the layout of the grounds and terrace. Machinists Associates was chosen as design consultants.

The east side of the Building was gutted and renovated before the west side. The residents were invited to purchase their apartments. Many of those who chose not to buy were relocated to the then rental building at 25 West Elm Street.

An elaborate and somewhat fanciful sales brochure was produced. In it, drawings of the Building showed an area containing a veritable grove of shade trees under which were paths for strolling. People were shown seated on benches.

In somewhat purple prose the sales pitch included the claim, "Since 1640 Greenwich has nurtured its heritage as a community of friendly neighborhoods." Actually, the area was first settled in 1669, the land having been purchased as farmland in 1640 from the Indians.

Condominium sales were brisk and remodeling was initiated. The lobby ceiling was lowered. The mural between the two French doors to the terrace was replaced with a window, and fan lights were installed above each of the two doors and the new window. Light-colored wallpaper replaced the dark paneled walls. A new desk was constructed in the lobby, carpeting installed over the terrazzo floor in the lobby and hallways, and a canopy added at the front entrance. New furniture replaced the old. The Building was rewired and Cable TV connections installed. The mailrooms and elevators were modernized.

In the apartments, ceilings were lowered and hardwood floors were repaired and refinished. New windows were installed, with combined radiators and air conditioners below them. The open terraces were enclosed to make solariums. Kitchens and bathrooms were completely remodeled with modern appliances including washers, dryers, and dishwashers.

In the basement, where the porters' apartments were once located, storage areas were created with a storage space for each Unit. A new two-level garage was built so Unit Owners could purchase designated parking space.

When the initial owners formed the Greenwich Harbor View Association, Louise Munro, who still lives in the Building, was the first Resident Owner to be elected Association President.

The most earthshaking event in 40 West Elm Street's history was the minor earthquake on October 19, 1985, when the Building shook noticeably, but was not damaged, as was the Glenville area of Greenwich, where plaster and drywall cracked and glass broke.

#### CONTINUING RESTORATION

Since the condominium conversion, the Building has undergone several major renovations. In 2002 the terrace was completely rebuilt, irrigation was added, and potted trees were placed on the surface – a nod to the grove of trees shown on the conversion brochure. The French doors and window in the lobby were replaced.



In 2003 and 2005 the carpeting in the lobby and hallways was removed and the old terrazzo floors were restored to their original luster. In 2008 the front door canopy, which had been added during the Building conversion, was removed to once again highlight the beauty of the neoclassical portico and the stained-glass fan light over the front door. Also in 2008, the original Building elevators were

totally replaced to meet new safety standards for the mechanical system and cab.

Restoration and renovation are an on-going process that ensures Harbor View remains a testimonial to its distinguished heritage.

The Volunteers/Unit Owners who wrote this brief history thank the following for their assistance in gathering the information:

Friends of Greenwich Library Oral History Project  
Greenwich Historical Society  
Greenwich Library  
Greenwich Town Hall  
Richard Hart, Local History Librarian

July 2003 and October 2007

# Index

## A

air conditioning, 6, 12-13, 25  
 Annual Meeting, 3, 4  
 appliances, 6, 8, 17, 20, 26, 31  
 Assessments, 5, 20  
 basement, 8, 13, 15, 17, 24

## B

bathroom fixtures. *See* plumbing  
 batteries, 20, *See also:* hazardous materials  
 bicycles, 24  
 Board meetings, 4, 7  
 Board of Directors, 1, 3-4, 5, 6, 7, 10, 12, 14, 15, 16, 17, 20  
 bottles. *See* recycling  
 boxes. *See* recycling  
 By-Laws. *See* governing documents

## C

cans. *See* recycling  
 Capital Reserve Fund, 3, 5  
 cardboard. *See* recycling  
 carpeting, 16  
 cell phones, 22, 25  
 Certificate of Insurance, 7, 13  
 circuit breaker, 26, *See also:* electrical connections  
 clothes hangers, 19  
 committees, 4, 12  
 Common Areas, 8, 9, 10, 15, 17, 21, 22, 23, 25  
 Common Charges, 4-5, 7, 16, 20, 21, 25  
 Common Elements, 6, 8, 13, 16, 26  
 conflict resolution, 5  
 contractors, 6, 7-8, 9, 20

## D

Declaration. *See* governing documents  
 decoration, 6  
 deliveries, 8, 24  
 dishwasher, 6, 14, 17, *See also:* appliances  
 donation. *See* gifts  
 Doorman, 9, 14, 15, 19, 20, 21, 23, 24  
 doors, 6, 15, 18, 21, 22, 23, 24, 25  
 driveways, 6, 7, 8-9, 11, 15, 22, 26

## E

electrical connections, 6, 7  
 electronic key, 11, 15, 23, 24  
 elevators, 10, 15, 31  
 emergencies, 3, 9, 10, 14, 27  
 employees, 4, 8, 9-10, *See also:* Doorman, Porter, Superintendent  
 entry system directory, 23  
 exterminator, 10

## F

fees. *See* late fee, move-in fee, renovation fee  
 fines, 5, 13, 16, 17, 21  
 fire alarm, 10, 11  
 fire extinguisher, 10, 11  
 fire safety, 10-11, 23, 27  
 food waste. *See* refuse

## G

garage, 7, 11-12, 22, 23, 24, 26, 31  
 garbage chute. *See* refuse  
 gifts, 12  
 glass. *See* recycling  
 governing documents, 1, 3, 13, 14, 20  
 guests, 9, 22, 23

## H

hallways, 8, 10, 11, 15, 21, 22  
 hazardous materials, 20  
 heating, 6, 12-13, 25  
 history, 29-32

## I

improvements, 4, 5, 6, 13, 16  
 insurance, 13, 20, 21

## K

keys, 3, 9, 14-15, 24, *See also:* electronic key  
 kitty litter, 19

## L

landlord, 4, 10, 13-14, 15, 17  
 late fee, 5  
 laundry, 14  
 lease, 13  
 Limited Common Elements. *See* Common Elements  
 lobby, 9, 17, 22, 23, 24, 25  
 locks. *See* keys  
 Long-Range Plan, 5, 12

## M

mailbox, 15  
 maintenance, 4, 9, 12  
 Management Company, 1, 4, 5, 6, 7, 9, 10, 13, 16, 17, 20, 21  
 medical emergency, 15, *See also:* emergencies  
 mixed paper. *See* recycling  
 move-in, 15-16  
 move-in fee, 16

## N

newspapers, 8, *See also* recycling  
 noise, 6, 8, 14, 16-17, 17, 21



non-structural changes. *See*  
decoration

## O

offices, 9, 22, 23, 25  
open house, 21  
Operating Budget, 3, 4, 20

## P

packages. *See* deliveries  
paint, 19, 20, 23, *See also:*  
hazardous materials  
parking, 7, 9, 11  
Parking Spaces, 3, 6, 11-12,  
13, 21, 22, 24, 26  
permits and inspections, 6, 7  
pets, 17, 22, 25  
plastic bags, 19  
plastics. *See* recycling  
plumbing, 6, 16, 17-18  
Porter, 9, 19, 20  
power outage, 11, 18, 24  
property tax. *See* Real  
Estate Tax Roll

## R

Real Estate Tax Roll, 24  
recycling, 18-19  
refuse, 19-20  
renovation, 6-7, 16

renovation fee, 7, 16  
renter, 3, 4, 5, 9, 10, 13-14,  
15, 17, 18, 24, 25  
resale, 20  
resale certificate. *See* sales  
contract  
restrictions, 20-22  
right of first refusal, 13, 20  
roof, 22  
rules and regulations. *See*  
governing documents,  
restrictions

## S

safety, 22-23, *See also* fire  
safety  
sales contract, 20  
security, 23-24  
smoke detectors, 10, 11  
smoking, 22, 25  
Special Assessments. *See*  
Assessments  
Special Meeting, 3, 4  
stairways, 10, 18, 21, 22, 23  
storage areas, 15, 24  
storage space, 13, 15, 21,  
22, 24  
Superintendent, 1, 3, 4, 5, 6,  
7, 8, 9, 10, 11, 12, 14, 15,  
18, 22, 24, 26

## T

telephone directory, 9, 12,  
15, 20, 23  
terrace, 17, 21, 22, 25  
trash closet, 18, 19

## U

undivided interests, 3, 5  
Unit Owner Meetings. *See*  
Annual Meeting, Special  
Meeting  
utilities, 25-26

## V

vacuuming, 17  
vehicles, 11, 12, 15, 20, 22,  
26  
vestibule, 18, 23, 24  
video surveillance cameras,  
23  
visitors. *See* guests

## W

washing machine, 6, 14, 17,  
*See also:* appliances,  
laundry  
water beds, 21  
windows, 6, 13, 16, 21, 23,  
26