

# The Colony at Hartsdale Condominium

*Information Guide and  
Rules & Regulations*

*August 11, 2020*

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## INTRODUCTION

The purpose of this Guide is to provide all Unit Owners and residents with information concerning questions that may arise in day-to-day living at **The Colony at Hartsdale Condominium**. In no case should any of the material presented here be construed to contravene the By-Laws, Declaration of Condominium, Rules and Regulations and/or any Amendments thereto.

Condominium living, by definition, creates a certain interdependence among all residents and Unit Owners. The rules and regulations governing **The Colony at Hartsdale Condominium**, some of which will be discussed herewith, were adopted to provide a safe, clean and harmonious environment while simultaneously protecting and enhancing each Owner's investment.

If you do not have a copy of the Prospectus, which contains the By-Laws, you should contact the previous owner and request it. Otherwise, you may order and purchase a copy from the management company. The Condominium Association is governed by these By-Laws and they will provide you with valuable insight into the requirements of Condominium living. This publication, dated February 1, 2016, supersedes any previously produced or distributed publications.

Please contact the Managing Agent for clarification of any of the contents of this Guide or for answers to questions not addressed.

*The Board of Managers*

**THE COLONY AT HARTSDALE CONDOMINIUM**

## TELEPHONE NUMBERS

### **Town of Greenburgh**

#### **Emergency:**

Police Department	911
Fire Department	911

#### **Non-Emergency:**

Police Department	682 - 5300
Fire Department	949 - 2325

### **The Colony at Hartsdale Condominium**

#### **Staff Office:**

Paul Demelo  
Tony Demelo

Office Phone: (914) 949-0958

Email: [colonysuper@gmail.com](mailto:colonysuper@gmail.com)

### **The Managing Agent:**

Benchmark Property Management  
951 E Boston Post Road  
Mamaroneck, New York 10543

Phone: 914-698-4100  
Fax: 914-381-6795

[www.benchmarkmgt.com](http://www.benchmarkmgt.com)  
[benchmark@benchmarkmgt.com](mailto:benchmark@benchmarkmgt.com)

## EMERGENCIES

**Medical emergencies, fire, and/or any other safety-related issue should be reported directly to 911.**

### **Emergency calls relating to building structural issues:**

From time to time, emergency situations may occur involving the common elements. Occurrences such as building electrical failure, main waste-line back-ups, exterior water leaks, or broken pipes within the walls between units will be addressed by The Colony at Hartsdale Condominium.

Emergency calls relating to such structural issues (24 hours a day) must be directed to the Managing Agent. The Managing agent will then contact our staff if, in their professional opinion, the presence of our staff is required to remediate the problem. (Please note: To ensure a response to an emergency call, the number provided as the "call back" contact number must accept \*67 calls. If the number does not accept blocked calls, after-hour "call backs" are not possible.)

Repairs of interior problems such as leaky faucets and/or toilets, appliance malfunctions, wall and floor damage caused by leaks stemming from leaky or faulty plumbing or appliances, thermostat malfunctions, door and/or window breakage, unit circuit breakers and/or interior electrical problems, are considered the individual Unit Owner's responsibility.

For the remedial work involved with any of the interior problems described above, Unit Owners must make their own private arrangements. If it is found that an emergency call made to our Managing Agent is the result of a Unit Owner-created problem, or that the problem is one that is the responsibility of the Unit Owner, the Unit Owner involved will be billed for the contracted service call, the repair of both their unit and any affected unit and/or common element, and the materials used. The Unit owner will also be responsible for any and all Colony staff overtime expenses incurred.

Benchmark Property Management  
951 E Boston Post Road  
Mamaroneck, New York 10543  
Phone: 914-698-4100  
Fax: 914-381-6795

## THE MANAGING AGENT

Benchmark Property Management was appointed Managing Agent for the property in 2019.

The offices of Benchmark Property Management, located at 951 E Boston Post Road, Mamaroneck, New York 10543 are open for resident walk-in matters and for conducting other routine business matters from 9:00 AM to 4:00 PM, Monday through Friday (*Summer hours: 9:00 AM to 4:00 PM, Monday through Thursday; 9:00 AM to 2:00 PM, Fridays*). The main telephone line (914-698-4100) is attended 24 hours a day, 7 days a week. In the case of an after hours **building structural emergency**, a call to that number will bring a response from the Agent assigned to the property, or the Agent assigned to cover such duties during an absence. (Please note that medical emergencies, fire, or any other safety-related issue should be directly reported to 911.)

### Unit Owner/Resident Information Supplied to the Managing Agent

Effective management of the property is facilitated by full and complete information. In fact, incomplete information can cause a costly delay in emergency situation response. As such, from time to time the Board of Managers or the managing agent will distribute a census to be completed by Unit Owners and, in the event of a rental, Unit Residents.

The Board of Managers of The Colony at Hartsdale ask that you read, complete and return the census as instructed. In addition to providing vital emergency contact information, an updated survey will also help The Board to improve the quality of life for all residents of The Colony. It is the Board's hope that unit owners will see both the importance and benefit of providing this information and will complete and return the census in a timely manner. Owners who fail to return the completed census or who fail to accurately complete the form will be subject to the fine set forth in Appendix B.

## THE BOARD OF MANAGERS

The affairs and business of The Colony at Hartsdale Condominium are conducted in accordance with the Declaration of Condominium, Rules & Regulations and By-Laws and managed by the Board of Managers.

The Board is composed of up to nine (9) members whose functions are outlined in The Colony at Hartsdale Condominium By-Laws. The Board of Managers elects the principal Officers of the Condominium annually. The Officers of the Condominium are the: President, Vice President, Treasurer and Secretary.

Each Board member is elected by the Unit Owners to serve a three-year term as prescribed by the By-Laws. Three Board members are elected each year. Elections are held at the Annual Meeting of the Condominium. Vacancies are filled by Alternate Managers, who are also elected by the Unit Owners.

The Board as a body, in addition to participating at the Annual Meeting, meets regularly throughout the year to manage the activities of the Condominium. For further information as to the role, responsibilities and powers of the Board of Managers see The Colony at Hartsdale Condominium By-Laws.

## THE MAINTENANCE STAFF

The Colony maintenance staff is comprised of two employees: one Superintendent and one Utility person. The employees work Monday through Friday, from 7:30 AM to 4:00 PM. In addition, summer help may be hired for special projects around the property and to fill in during staff vacations. The Managing Agent supervises the staff. The staff does not take instructions or orders from individual Unit Owners.

The Staff's responsibilities include daily inspection of the entire complex as well as the maintenance of all common property belonging to **The Colony at Hartsdale Condominium**. The scope of their work includes but is not limited to, common area repairs that do not require special training or equipment.

During winter months our Staff and contracted workers work hard to keep our sidewalks clear of ice and snow. Unit owners are requested to contact our staff or Managing Agent if they see an area that appears hazardous.

Maintenance problems should be reported to the Staff and the Managing Agent by telephone or in writing. Staff may also be contacted via email (colonysuper@gmail.com).

Since the staff is employed by the Condominium, employees are not permitted to perform tasks of a personal nature for individual residents during working hours. Residents should not interrupt the work of our staff except in *emergencies*.

*Violations of these staff rules by unit owners will result in the issuance of fines.*



## SECURITY

The Colony at Hartsdale Condominium is patrolled by licensed security personnel. The patrols take place on a varying schedule.

Residents are reminded to directly report any suspicious activity or acts of vandalism to the Greenburgh Police. Subsequently, staff and the managing agent should also be notified.

## FIRE SAFETY

Unit Owners and/or residents are responsible to install, repair and maintain (including battery replacement) smoke detectors and carbon monoxide detectors in their respective units.

The staff maintains smoke detectors and fire extinguishers in the common areas and storage rooms.

Residents are urged to purchase and maintain a personal apartment fire extinguisher. The device should be a minimum 2¼ lb., all purpose A-B-C fire extinguisher and should be stored in a handy location in the kitchen area.

Note: Those Unit Owners with garages are responsible for installation, repair and maintenance of carbon monoxide detectors in their garages. Detectors should be placed approximately three (3') feet from the ground.

The Town of Greenburgh fire regulations prohibit:

- the storage of flammable materials, including propane, gas, and charcoal inside units and in all storage areas on the property and
- the use of grilling devices requiring gas, charcoal, or any other flammable heat source at The Colony.

## FINANCIAL OVERVIEW

The operating expenses of the property include insurance, utilities, maintenance of buildings and grounds, salaries and benefits for staff, legal fees, management fees, occasional purchase of equipment and miscellaneous costs. Condominium income consists of the monthly common charges and modest interest earned on reserve funds. As the operating expenses increase, it is mandatory that income be increased accordingly through common charge increases and/or assessments.

All Unit Owners receive copies of the audited Annual Financial Statements. These statements are prepared by an independent public accounting firm and cover the fiscal year October 1st through September 30th. The budget covers the same time frame, and is compared to actual expenses periodically by the Board of Managers to assure that expenses projected are reasonable.

## COMMON CHARGE PAYMENTS

Common charges, any applicable assessment, and any other charges or fees are billed to each Unit Owner monthly and are due on the first of each month. A late charge is imposed on any outstanding charges owed by a Unit Owner. This late charge is levied on unpaid balances as of the 15th day of each month. Each Unit Owner receives a monthly bill and a self-addressed return envelope. Unit owners may remit payment via hard-copy check, a bank-issued electronic payment, or ACH collections.

For those unit owners choosing to remit a hard-copy check, common charges should be placed with the yellow remittance copy of the invoice in the enclosed envelope and mailed back to the managing agent.

For those unit owners choosing to remit payment via online bank payment services, please make payments payable to "The Colony at Hartsdale Condominium," note your Unit number as the account number, and use the remittance address as:

The Colony at Hartsdale Condominium  
c/o Benchmark Property Management  
951 E Boston Post Road  
Mamaroneck, NY 10543.

Online payers do not need to return a remittance copy to Benchmark. Noting your unit number in the account section will be sufficient to ensure proper account crediting.

Unit owners interested in paying via ACH Collection should contact the management office for an enrollment form.

The Colony incurs a bank fee whenever a unit owner's check is returned due to insufficient funds. The unit owner will be charged a fee for any returned checks as well as be held responsible for the reimbursement of any bank charges incurred by The Colony.

## PAYMENT OF COMMON CHARGES AND ARREARAGE PROCEDURE

**Reimbursement for ALL costs incurred by the Colony in connection with efforts to collect arrearages or failure to pay assessments or other fees will be the responsibility of the owner of the unit.**

Any payment received from a unit owner who is in arrears shall be applied in the following listed order (from oldest owed to most recent within each category): 1. Late fees, 2. Legal fees, 3. Fines, 4. Special Assessments (including repair charge backs), and 5. Common Charges.

It is extremely important to use every means available to encourage full compliance with the House Rules and By Laws of The Colony at Hartsdale. None is more important than the requirement that Unit Owners pay their common charges, assessments, and all other fees in full and on time. Without these funds, the Condominium cannot meet its monthly financial obligations and/or finance projects on our buildings, grounds, and roads. Accordingly, when arrearages exceed two months, the unit account is turned over to the Condominium's attorney for collections.

The Board of Managers uses all litigation avenues available to it to recover funds through the court system. In addition the Board has adopted other incentives meant to encourage full compliance.

House Rule number 25 (cited below) details parking penalties that have been implemented to encourage the settlement of all unit owner financial obligations to The Colony.

*"Any unit owner who falls behind 2 months (60 days) in common charges or assessments of any kind, including but not limited to late fees and legal fees, will forfeit their assigned parking space. These spaces will be reclassified as "Guest" spaces and available for use by all unit owners and their guests. This change will remain in effect until the account is paid in full and a reinstatement fee of the amount set forth in Appendix B is paid.*

*All unit owners who fall 3 months behind (90 days) in common charges, fees or assessments of any kind, including but not limited to late fees and legal fees, will lose parking privileges at The Colony. All unit owners are reminded that cars parked on the property without a Colony issued parking sticker or hangtag are subject to tow. In addition, the Board has authorized the towing of all vehicles displaying unit owner stickers and guest hangtags assigned to unit owners who have reached this (3 month) level of default. The denial of parking privileges at The Colony will remain in effect until the account is paid in full and a reinstatement fee of the amount set forth in Appendix B is paid."*

Also, Unit Owners, family members, tenants and guests associated with units that owe common charges, assessments, legal fees, late fees, etc. are not permitted to use the pool or visit the pool areas.

It should be noted that pursuant to NYS Law, when a unit is leased and the Unit Owners become delinquent, The Colony is authorized to instruct the tenant to make all future rent payments directly to The Colony until the arrearage and legal fees are paid in full. Failure on the part of a tenant to do so can result in the commencement of legal action against both the unit owner and the tenant.

## MAINTENANCE AND/OR REMODELING OF INDIVIDUAL UNITS

### Unit Interiors

It is the responsibility of each Unit Owner to maintain the appearance and condition of his/her unit and all appliances and fixtures therein that are within the interior walls, ceilings and floors. It is the responsibility of The Colony at Hartsdale Condominium to maintain all plumbing and electrical lines within the walls between units as well as the exteriors and roofs of the buildings.

Unit Owners desiring to effect structural, electrical or plumbing modifications to their units must first receive written authorization from the Board of Managers via the Managing Agent. To obtain this authorization, an alteration request form must be submitted to the Managing Agent. The completed form must be returned to the Managing Agent and should contain a detailed description and plan of the proposed changes together with anticipated commencement and completion dates for the work. Copies of appropriate work permits, issued by the Town of Greenburgh, must also be included with the submitted application packet.

**In all cases, contracted work must be performed by a licensed and insured contractor.** Prior to the commencement of work, the contractor's license and insurance must be submitted to the managing agent. **The submitted insurance certificate must evidence both workers' compensation and liability coverages and name both "The Colony at Hartsdale Condominium" and "Benchmark Property Management." as additional insureds.**

All units at The Colony have been Copalumed. **If you are having electrical work performed in your unit, it must be approved by the Managing Agent in advance and be performed by an electrician licensed and insured in Westchester County under the authority of electrical permits.**

All carpets must be removed from all terraces by November 1st of each year. Carpets hold water and serious damage to the concrete flooring can result if they remain in place during the winter months. Unit Owners will be held financially responsible for any repairs needed to remediate damages caused by unit owner disregard of this rule.

Residents are forbidden to flush items such as diapers, sanitary products, or any objects other than toilet tissue down the toilets. An inordinate amount of money is spent every year having sewers and drains snaked for stoppages. Clogged drains within a unit are the responsibility of the unit owner.

## MAINTENANCE AND/OR REMODELING OF INDIVIDUAL UNITS (continued)

### Unit Exteriors

The Building(s)'s exteriors are maintained and improved by the association. Unit owners are prohibited from:

- Modifying or altering in any way the exterior of any unit including the structure or appearance of any window, terrace, stairwell, enclosure, balcony, entranceway or external wall in any permanent or semi-permanent manner, including the application of paint
- Changing the exterior color or design of any unit
- Constructing buildings or other structures of any nature on the area exclusively reserved for any unit or constructing additions to any Unit
- Demolishing any unit or any part thereof
- Excavating any additional basement or cellar
- Changing the landscaping in the front, side or rear of any unit
- Storing any items under the unit's exterior stairs
- Hanging or displaying any items or decorations from the exteriors of the buildings

Please note:

- A Unit Owner may make a written request to the property manager to waive any of the above prohibitions.
- Plants may be installed in common areas. Unit owners who wish to plant a tree must first obtain Board permission.
- Ornamentation in all common areas, including gardens and the courtyards must be subtle and unobtrusive and must obtain Board permission.

The Board of Managers and the property manager have the right to have any unauthorized work removed and the original condition restored at the expense of the Unit Owner(s).

## INSURANCE

Various insurance risks exist for condominium owners. It is strongly recommended that Unit Owners carry enough personal insurance to cover several areas of specific concern:

***Personal Property Coverage***

***Personal Liability Coverage***

***Additions & Alterations or Improvements & Betterments Coverage***

The Condominium Association Master Policy typically provides coverage for the building itself. The individual Unit Owners are responsible for most original installations plus any improvements or changes made to the unit (i.e., paint, wall coverings, carpeting, window treatments, shelving, wall units, cabinets, light fixtures, bathroom and kitchen fixtures, etc.).

There are other coverages provided by an individual Condominium Owner's policy, such as ***Additional Living Expenses*** and ***Loss Assessment*** coverages. Each Unit Owner should contact his or her own insurance agent and inquire about a Condominium Owner's policy that can be tailored to meet each person's own specific needs.

**It is important to note that individual Unit Owner policies must contain a waiver of subrogation clause as to The Colony at Hartsdale Condominium.**

Unit Owners are reminded to maintain insurance coverage for their own protection even when the unit is rented to others or temporarily unoccupied. **Furthermore, tenant-occupants must carry their own "tenant" coverage; landlord Unit Owners must so specify this in the Lease document.**

## TRASH REMOVAL/RECYCLING

Household trash should be securely tied in either paper or plastic bags and deposited in the dumpsters located on each of the main roadways (Tallwood Drive, Colony Drive and Fox Glen Drive).

There are separate recycling dumpsters for glass, plastics and newspapers. All glass, cans, plastic or tin foil must be rinsed out thoroughly and deposited in the appropriate recycling dumpster also located on each of the main roadways.

Removal of larger items of trash, such as appliances, furniture and mattresses must be in compliance with the Town of Greenburgh and its trash removal schedule.

For up to date information regarding trash removal and recycling rules Unit Owners are encouraged to visit the Town of Greenburgh website. <http://www.greenburghny.com/>

Each Unit Owner is required to obey the recycling regulations. If the rules are violated, the Condominium is subject to fines by the municipal authorities. These fines will be charged back to the offending Unit Owner.

The Board of Managers has implemented rules to keep The Colony clear of improperly disposed of garbage. The House Rules were put into effort to deter these illegal, inconsiderate and potentially dangerous behaviors. The fines for dumping on the property are appropriately severe as they endeavor to make unit owners and those in their employ (contractors) think twice before dumping refuse on the property. The fines for violations of the trash rules are set forth in Appendix B.

## SELLING, RENTING AND REFINANCING

### General Guidelines

The Board of Managers is charged with the responsibility of reviewing all prospective sales and rentals. Prospective sellers or lessors are required to pay certain fees and give notice of intent to the Board.

In the event a Unit Owner intends to sell or rent his/her Unit, he or she must contact the Managing Agent, a minimum of two (2) weeks prior to the anticipated closing and/or lease date. All procedures will be explained and a file on the matter established. Resale and/or rental application packets can either be mailed or picked up at the Managing Agent's office. Electronic versions are not available.

Prior to the execution of the waiver of "right of first refusal," prospective buyers and renters are required to return to the Managing Agent, in hard copy format, the completed resale/rental application packet along with the required fees and requested supplemental documentation. Once all of this is in hand and in order, the resale or rental will be referred to the Board of Managers for approval.

Owners are responsible for turning over the Condominium's Offering Plan, By-Laws, and Rules and Regulations to purchasers. Lessors are responsible for providing their renters with a copy of the Condominium's rules and regulations. In the event needed, these documents are available for purchase from the Managing Agent.

There is considerable administrative work and expense involved when a Unit Owner sells, leases, or refinances his or her Unit; therefore, a fee schedule, payable by the Unit Owner to the Managing Agent has been approved by the Board of Managers and is listed in the Fee Appendix, Appendix B.

No permission or documentation (i.e. waiver of "right of first refusal for sale or rental letter," certification of payments, insurance certificates, etc.) shall be provided unless the required documentation has been submitted and appropriate fees (including the first year's annual rental fee and security deposit) have been paid. Also, before any transfer or lease of a unit can be effected, all monies due The Colony at Hartsdale Condominium must be paid. These monies shall include all due and past due fees and charges levied in accordance with the By-Laws, Rules & Regulations, and Declaration of Condominium.

In the event of a sale, parking decals and hangtags must be turned over to purchaser at the time of closing. It is the purchaser's responsibility to collect 2 resident decals and 5 guest hang tags from the seller at or before the closing. A fee must be collected for the issuance of new resident decals and guest hang tags. Similarly, in the event of a rental, it is the responsibility of the unit owner to pass on and subsequently collect parking decals and hang tags to any tenants.



## Rental of a Unit

In addition to following the general rental guidelines listed below and those on the rental application packet, an annual rental fee must be paid to The Colony at Hartsdale each year a unit is rented in the amount set forth in Appendix B. This payment must be made prior to tenant occupancy with the submission of the rental application or, in the case of a lease renewal, within 30 days the anniversary of the occupancy of the unit. This fee will not be prorated and must be paid in full.

It is a violation of The Colony at Hartsdale House Rules for Unit Owners to lease or allow the occupation of their units without submitting appropriate fees and documentation and obtaining Board approval. Unit Owners doing so will also be subjected to the fine set forth in Appendix B. Fines, once issued, will remain until paid in full. Failure to satisfy this debt will subject Unit Owners to all the penalties and legal options available to the Board of Managers to encourage payment.

Please note:

- Before any rental of a unit can be effected, all monies due The Colony at Hartsdale Condominium must first be paid. These monies shall include all due and past due fees and charges levied in accordance with the By-Laws, Rules & Regulations, and Declaration of Condominium.
- Pursuant to NYS law, when a unit is leased and the Unit Owner(s) become delinquent, The Colony is authorized to instruct the tenant to remit future rent payments directly to The Colony until the arrearage is paid in full. Failure on the part of a tenant to do so can result in the commencement of legal action against both the unit owner and the tenant.
- All leases must be of a one (1) year duration.
- The Board of Managers reserves the right to require a rider be attached to each lease, executed by all parties to the lease.
- Before a unit may be rented an inspection by the Colony Super or the Property Manager must be performed to insure that the house rule of 80% carpeting is adhered to.
- The renting Unit Owner must provide a *Security Deposit* to The Colony at Hartsdale Condominium in the amount of one (1) month's rent as security against damage by his/her tenant to the common elements of the Condominium and to ensure the tenant's compliance with the Declaration of the Condominium, By-Laws and Rules & Regulations. This deposit will be held by the Managing Agent during the lease term and returned with interest, provided the Condominium determines that the tenant has not damaged the common elements and has complied with documents heretofore described.

### Rental of a Unit (continued)

- It is a violation of the House Rules of The Colony at Hartsdale House for Unit Owners to rent or allow the occupation of their Unit to any persons owning, in possession of, or caring for pets. (Note: This policy does not impact the right of Unit Owners to own pets in accordance with existing House Rules.) All lease agreements entered into between Unit Owners and tenants **MUST** contain a provision **EXPLICITLY** stating that **NO PETS ARE TO BE PERMITTED.** Only those units that have existing valid one-year leases on file with the Property Manager on January 1, 2014 will be grandfathered in for the duration of the occupancy of that particular unit by that particular tenant. Once that tenant vacates the unit, the above House Rule will automatically go into effect.

Violation of the above House Rule will result in monthly fines being levied until the Property Manager and the Board of Managers is satisfied that no pets are living in the unit. See general fines in Appendix B. (Note: These fines are separate and distinct from those relating to non-compliance with the rental policy.)

- Unit Owners are responsible for the actions of their tenants and their tenants' guests. Any violations of The Colony's By-Laws or House Rules by tenants or their tenants' guests must be remediated by the unit owners and will result in fines being imposed on the Unit Owners until the remediation is proven.
- Tenants must address all issues or concerns directly to their landlord who, in turn, may contact management for Condominium-related issues or concerns.

## MOVING

Moving can be a physically exhausting and psychologically traumatic experience. It can also have a potentially adverse effect on your new and/or old neighbors. Careful planning should produce a more expeditious move lessening the impact of these conditions and having the added benefit of saving time and money.

Moves may not begin earlier than 8:00 AM or be completed later than 6:00 PM, Monday thru Friday only.

No moves will be permitted on weekends and holidays. No exceptions will be made.

The Managing Agent must be notified, no less than ten (10) days prior to the move.

Those unit owners selling their units must provide a refundable “move-out” security deposit along with the resale application. In the event of non-compliance with moving rules or damage to the common elements, this security deposit will be forfeited.

Purchasing unit owners and those unit owners that rent their units will be subject to the imposition of the fines set forth in Appendix B in the event of their non-compliance with moving rules or will be billed back for the repair of damage to the common elements.

## PARKING

An important goal of The Board of Managers of The Colony at Hartsdale is to adequately meet the parking needs of our residents and their guests. These parking guidelines are designed to maximize the use of the available parking spaces at The Colony.

All Unit owners at The Colony at Hartsdale will receive two (2) Resident Parking stickers and five (5) Guest Hang Tags. All vehicles parked on the property must display a valid Colony issued Resident Parking Permit (on the inside lower corner of the rear window behind the driver) or a Colony issued Guest Parking Hang Tag (hung from the rear view mirror). Cars displaying a Resident Parking Permit or Guest Hang Tag are permitted to park either in that Unit Owner's assigned space or in any available guest parking space on the property. All unit Owners are strongly encouraged to use their "Assigned Space" prior to using available guest spaces. (Note: All vehicles parked on the property not displaying one or the other will be subject to being towed at the vehicle owner's risk and expense.)

### RESIDENT STICKERS AND PARKING

Static cling stickers will be used as the official Colony Resident Parking Permits and must be displayed on the inside of the car in the lower corner of the rear window behind the driver. There is no charge for the initial two (2) Resident Parking Permits. Lost Resident Parking Permit stickers will be replaced upon payment of the replacement fee set forth in Appendix B per sticker. Owners are responsible to take stickers off of cars at the end of leases or when selling vehicles. Colony Parking Permits are the sole property of The Colony and are to be used only by the registered permit holder(s).

Each unit has one reserved outdoor parking space, with the exception of all the units in Building 13 and one unit in Building 14, which have their own garages. Any vehicle improperly parked in another resident's "ASSIGNED" space is subject to tow at the vehicle owner's risk and expense.

### VISITOR TAGS AND PARKING

Residents are responsible for providing their visitors with Colony Guest Parking Tags and are responsible for instructing them on where to place them. It is the responsibility of Unit Owners to retrieve Guest hangtags from their visitors. Hang tags will only be replaced upon payment of the replacement fee set forth in Appendix B per tag. Residents may obtain additional Guest Parking Tags by leaving a written request in the Board of Managers mailbox on Fox Glen Drive. All vehicles parked in "Guest" spaces NOT displaying a Resident Parking Permit or Guest Hang Tag will be subject to tow at the vehicle owner's risk and expense.

Guest spaces are available throughout the complex and are marked accordingly. However, on "**snow days**" certain of these spaces must be vacated to allow for snow removal. These are so designated by signs and are located by Buildings 5 and 6 on Colony Drive, between Buildings 2 and 3 from Colony Drive to Tallwood Drive and by the fence by Buildings 14 and 15 on Fox Glen Drive. The parallel parking spaces on Colony Drive in front of Building 4 are also noted as "No Parking on Snow Days – Tow Away Zone." In all cases, parked vehicles hampering snow removal efforts will be subject to tow at the vehicle owner's risk and expense.

## **PARKING (continued)**

### **GENERAL PARKING RULES**

It is the obligation of purchasers to be sure to obtain two (2) Resident Permit Stickers and five (5) Guest hang tags from the seller. The fees set forth in Appendix B must be paid for the issuance of new resident permit stickers and new guest hang tags.

Parking is “FACE FORWARD” at all times.

Vehicles are not permitted to park in any of the striped off areas on our roadways. In addition, no vehicles may park in front of walkways, in “Fire Zones,” “No Parking Zones,” areas designated for no parking on “snow days,” landscaped areas, or any other area not specifically designated for parking. Vehicles improperly parked are subject to tow at the vehicle owner’s risk and expense. In addition, a fine for violating parking rules will be placed on the unit associated with the offending vehicle. (See general fines in Appendix B.) Fines, once issued, will remain until paid in full. Failure to satisfy this debt will subject Unit Owners to all the penalties and legal options available to the Board of Managers to encourage payment.

Vehicles may not be “stored” in spaces allocated for guests. Vehicles without license plates or current registration and inspection stickers will not be permitted to park on the Colony’s premises and will be towed at the vehicle owner’s risk and expense.

Vehicles that do not reasonably appear to be in running condition or that have been parked for more than three weeks in a "GUEST" parking space shall be considered abandoned. Abandoned vehicles will be towed at the vehicle owner’s risk and expense.

Parking “over the line” or parking in such a way as to occupy two spaces will result in the towing of the improperly parked vehicle at owner’s risk and expense.

The washing of vehicles on the property and/or the performance of vehicle maintenance or repairs on the property are prohibited. For those who violate this rule a fine will be added to the violator’s monthly common charge. (See general fines in Appendix B.)

It is **PROHIBITED** to park a **COMMERCIAL VEHICLE** on the property overnight without written consent (in advance) by the Managing Agent and the Board of Managers.

Unit Owners in whose name The Colony Resident Parking Permit or Guest Hang tags are issued are responsible for any violations involving a vehicle displaying that owner’s parking permit number.

## **PARKING (continued)**

Reasonable efforts will be made by The Colony to avoid towing cars that are improperly or illegally parked. To aid in this effort it is important that all vehicles clearly display a Resident Permit sticker or Guest Hang Tag. In addition, it is important that Unit owners provide updated vehicle information as cars are purchased, leased or sold. If management is unable to contact the owner of vehicles in violation of the parking policy, the vehicle(s) are subject to tow at the vehicle owner's risk and expense. Changes in car information can be provided to management in writing or by email.

Should any resident feel that towing of a vehicle is warranted, the resident must contact the property manager if during business hours or a member of the Board of Managers (during reasonable evening hours or on weekends) who will check to see if the complaint is valid and if a note has been left on or inside the vehicle giving a reason why it is parked illegally and where the owner can be found. After investigation, the property manager or a Board member may, at his/ her sole discretion, arrange to have the vehicle towed at the vehicle owner's risk and expense.

When contacting property management or members of the Board of Managers, owners are requested to have the following information:

- The space number where the improperly parked vehicle is parked.
- The number found on the Colony-issued guest hang tag or parking sticker.
- The make, model, color and license plate number of the vehicle.

## STORAGE FACILITIES

No storage containers, boxes or crates may be placed on any roadway, parking space, or landscaped area without the advanced written permission of both the Property Manager and the Board of Managers. All requests must be submitted in writing and detail the size of the container and the date of drop off and pick up of the desired storage container. All requests must be made at least 30 days in advance of the date requested for the storage container to be delivered to The Colony. Failure to adhere to this house rule will result in the issuance of fees. (See general fines in Appendix B.) Fees once issued, will remain until paid in full. Failure to satisfy this debt will subject Unit Owners to all the penalties and legal options available to the Board of Managers to encourage payment.

Personalized storage space is available in designated rooms. Residents are given their own key for access and they must abide by any rules regarding such storage. All items are stored at the Unit Owner's risk.

All items must be clearly labeled with the unit owner's name and unit number. ALL items not clearly labeled are subject to removal by our staff or contracted individuals. Storage cleanup events will take place from time to time. Failure to assist in these efforts will result in the loss of stored items if they are on the prohibited list. (See below.)

The following is a general list of items prohibited from being stored in common areas of The Colony at Hartsdale: The Town of Greenburgh Fire regulations prohibit storage of flammable materials, including but not limited to propane, gas, charcoal, paint, cardboard boxes, paper products (including books, magazines, filed papers), clothing, towels, bedding materials, wood furniture, stuffed furniture, etc.

Interpretation as to whether or not specific items are permitted in our storage areas is at the discretion of the Managing Agent or Town safety officials.

An Owner who chooses to sell a unit must remove all stored items before closing. Items found in storage areas after the closing date will be disposed of.

Stored items must be within the boundaries of the assigned area. Storage is not permitted in passageways of the storerooms.

**All items stored shall be at the sole risk and responsibility of the Unit Owner or the owner of the property who, by the act of his/her using the common elements, agrees that the Condominium shall have the right to inspect all storage containers and acknowledges that The Condominium will not be liable for any damage to or loss of any article stored.**

## POOL RULES

Each year prior to the opening of the pool on the Memorial Day Weekend, The Colony at Hartsdale Condominium Pool Committee issues the Pool Rules and Regulations as approved by the Board of Managers to all Unit Owners and residents. Unit Owners are encouraged to check the most recently distributed set of pool rules for any possible changes or modifications and to keep them for reference in the space provided at the back of this packet/folder.

## PETS

Pets are strictly forbidden from all common areas of the property unless they are carried or leashed.

When walking pets on the property, use the paved areas only. Excrement dropped on the property must be picked up and disposed of properly and immediately.

The animal control authorities will be called to pick up abandoned pets.

It is a violation of the Colony At Hartsdale House Rules for Unit Owners to rent or allow the occupation of their Unit to any persons owning, in possession of, or caring for pets. All lease agreements entered into between Unit Owners and tenants MUST contain a provision EXPLICITLY (clearly) stating that no pets are to be permitted.

As of January 1, 2014, only those units that have existing valid one-year leases on file with the Property Manager will be grandfathered in for the duration of the occupancy of that particular unit by that particular tenant. Once that tenant vacates the unit, the above House Rule will automatically go into effect.

VIOLATION of the above House Rule will result in fines being levied monthly until the Property Manager and The Board of Managers are satisfied that no pet(s) are living in the unit. (See general fines in Appendix B.) Fines, once issued, will remain until paid in full. Failure to satisfy this debt will subject Unit Owners to all the penalties and legal options available to the Board of Managers to encourage payment.



## **RULE VIOLATION PROCEDURE**

Any Manager of The Colony Condominium Board of Managers may serve to verify any Unit Owner's complaint of a rule infraction. Each complaint must be presented, in writing, to the Board of Managers for processing.

Any voting members of the Board of Managers may allege a rule violation by a Unit Owner, renter, resident or guest. Such allegations shall be directed to the Board of Managers or property management.

The Board of Managers will decide which fees are applicable and present such information to the Managing Agent for processing. The fees will be added to the monthly common charges of Unit Owners who have committed such violations. Fees, once issued, will remain until paid in full. Failure to satisfy this debt will subject Unit Owners to all the penalties and legal options available to the Board of Managers to encourage payment.

Any Unit Owner who receives a violation letter or an administrative fee may request a meeting with the Board of Managers to discuss the rule infraction and/or imposition of the fee.

***RULES AND REGULATIONS FOR  
The Colony at Hartsdale Condominium***

In addition to the provisions of the By-Laws, the following Rules and Regulations, which shall be effective until amended by the Board of Managers, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Units and the conduct of all residents thereof

1. No part of the property shall be used for other than housing, maintenance operations and the common recreational purposes for which the property was designed. Each Unit shall be used as a residence for a single family.
2. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Managers except as hereinafter expressly provided. Storage by Owners in areas designated by the Board of Managers shall be at the Owner's own risk. There shall be no parking of baby carriages, bicycles, or other vehicles on balconies, walkways, or common area vestibules. Only bicycles and carriages which are in good working order and non-flammable items which shall not cause, serve or be used as nesting place or harbor for insects and vermin may be stored in the common elements. Only property owned by the Unit Owner or member of his/her family residing with him/her on a permanent basis shall be placed in the common elements. Every item stored must be tagged with the name and unit number of the Unit Owner. All items stored shall be at the sole risk and responsibility of the Unit Owner or the owner of the property who, by the act of his/her using the common elements, agrees that the Condominium shall have the right to inspect all storage containers and acknowledges that The Condominium will not be liable for any damage to or loss of any article stored.
3. Nothing shall be done or kept in any Unit or in the common elements that will increase the rate of insurance of any of the buildings, or contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done, or kept in his/her Unit, or in common elements that will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.

4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside window walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna or any electrical lights, ornaments, or holiday decorations shall be affixed to or placed upon the exterior walls, roof or any part thereof or exposed on or at any window, or upon landscaping without the prior written consent of the Board of Managers.
5. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the common elements, except for dogs, cats or other common domesticated household pets, not to exceed a total of two pets per Owner Occupied Unit. Pets shall not be kept, bred or maintained for any commercial purposes, nor shall cause or create a nuisance or unreasonable disturbance or noise; such animal shall be permanently removed from the property upon three (3) days written notice from the Board of Managers. In no event shall any dog be permitted in any portion of the common areas unless carried or on a leash, and none shall be permitted in any grass or garden plot under any circumstances. Excrement dropped on the property must be picked up and disposed of immediately.
6. No noxious or offensive odor or activity shall be produced, emanate or be carried on in any Unit, or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the building by him/herself, his/her family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon, or permit to be played upon, any musical instrument or operate or permit to be operated a phonograph or other sound system, television set or radio in the premises between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of any of the buildings. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give or permit to be given vocal or instrumental practice at any time for more than two hours in any day and in no event between the hours of six o'clock P.M. and the following eleven o'clock A.M.
7. Nothing shall be done in any Unit or in, on or to the common elements which will impair the structural integrity of any building or which would aesthetically or structurally change any of the buildings.
8. Except in recreational areas designated as such by the Board of Managers, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, or portable chairs on any part of the common elements. Walkways, balconies, terraces and patios may only be used for their intended purposes.
9. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, non-profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes.

10. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Managers. The installation of fences or other landscaping features is prohibited.
11. No common area vestibule or walkway of any building shall be decorated or furnished by any Unit Owner in any manner. No clothes, sheets, blankets, laundry, mops or brooms or any kind of other articles shall be hung out of a Unit or exposed on any part of the common elements. Nothing shall be swept, thrown or shaken or permitted to be swept, thrown, or shaken from any Unit or from doors, windows, terraces, balconies or patios. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.
12. Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness and is obligated to maintain and keep his/her Unit in good order and repair, and to perform promptly all maintenance and repair work which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners. Such Unit Owner is expressly responsible for the damages and liabilities that his/her failure to do so may engender.
13. No swill, brine, offensive animal matter, noxious liquid, or other filthy matter of any kind shall be allowed by any person to fall upon or run into any Street, or common element, or be taken to or put therein unless placed in a designated area.
14. Within three (3) months after occupancy of a Unit or sooner when so demanded by the Board of Managers, Unit Owners having a Unit below them shall cover the floors of their Unit (except kitchens and baths) with a minimum of 40 ounce felt padding and carpeting so that 80 percent of such area shall always be covered by padding and carpeting to reduce transmission of impact sound.
15. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the Public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
16. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit in the buildings at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

## 17. PARKING

17. a) The parking area shall only be used to park residential passenger vehicles. This rule specifically prohibits, but is not limited to, overnight parking of trucks, campers, trailers, passenger vehicles designated for seating more than eight (8) persons and any vehicle used for commercial purposes or a commercial trade. Any vehicle equipped with a snow plow shall be deemed to be a commercial vehicle. Only motor vehicles in good working order (except when temporarily disabled) and having current valid license plates, registration and inspection stickers, shall be parked on the Condominium premises. Storage pods, boxes, or containers are not permitted on the property without written permission in advance from both the Managing Agent AND the Board of Managers. Where this rule is violated, the motor vehicle or storage container will be towed off the Condominium premises at the vehicle owner's risk and expense.
17. b) No washing, servicing or repairing of automobiles shall take place on the Condominium premises.
17. c) Vehicles shall be parked only in designated spaces. The Board reserves the right to reassign parking spaces.
17. d) Any vehicle parked on the property must have current and valid license plates, registration and inspection stickers. Vehicles must also display a Colony Resident sticker or Guest Hang Tag as described in the Information Guide and House Rules.
17. e) No one may park a commercial vehicle on the property overnight (except in an emergency). Such vehicles are subject to towing at the vehicle owner's risk and expense.
17. f) Parking in the Fire Zone areas or "hash marks" is prohibited and violators will be towed immediately at the vehicle owner's risk and expense.
17. g) Any vehicle-improperly parked in another resident's assigned space is subject to towing at the vehicle owner's risk and expense.
17. h) Vehicles parked perpendicular to the curb must be parked with the front of the vehicle to the curb facing the building.
17. i) Any vehicle parked illegally or double parked is subject to towing at the vehicle owner's risk and expense.
17. j) Any vehicle parked in such a manner as to prevent another vehicle from maneuvering in or out of a parking space or garage is subject to towing at the vehicle owner's risk and expense.

18. POOL

18. a) The Board of Managers may charge guests for the use of the swimming pool and may restrict the number of guests that may use the swimming pool.
18. b) The swimming pool areas may not be accessed unless a Colony authorized lifeguard is present.
18. c) Rules of behavior for the swimming pool and pool area will be promulgated by the Board of Managers and all Unit Owners, their families, residents, tenants and guests must abide by such rules.
19. No terrace, balcony, walkway or patio shall be decorated, enclosed or covered by an awning or otherwise altered without the consent, in writing, by the Board of Managers.
20. Barbecuing by use of an electric barbecuing device suitable for indoor usage, shall be permitted only on Colony balconies, patios and terraces. Barbecuing, using propane gas, charcoal or any other method other than by those heretofore described as permitted are absolutely prohibited on Colony property.
21. No Unit Owner or occupant or any of their agents, servants, employees, licensees or visitors shall at any time bring into or keep in his/her Unit, or place or store on his terrace, balcony or patio, any flammable, combustible or explosive fluid, material, chemical or substance except for normal household use.
22. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his/her family or by his/her agent, servant, employee, licensee or visitor to any employee of the Board of Managers, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
23. Each Unit Owner shall install and, upon installation, shall maintain single station smoke detector(s), which detector(s), when activated, shall initiate an alarm which is audible in the sleeping rooms of each Unit to alert its occupants to the spread of smoke and fire. Each Unit Owner, upon request from the Board of Managers, agrees to execute appropriate documentation evidencing the existence and operation of such smoke detector(s). Note: Unit Owners with garages are responsible for installation, repair and maintenance of carbon monoxide detectors their garages.
24. Every Unit Owner shall be liable for any and all damage to the common elements or other property which shall be caused by said Unit Owner, guests, tenants or such other persons for whose conduct the Unit Owner is legally responsible.

25. Any unit owner who falls behind 2 months (60 days) in common charges or assessments of any kind, including but not limited to late fees and legal fees, will forfeit their assigned parking space. These spaces will be reclassified as “Guest” spaces and available for use by all unit owners and their guests. This change will remain in effect until the account is paid in full and a reinstatement fee is paid.

All unit owners who fall 3 months behind (90 days) in common charges or assessments of any kind, including but not limited to late fees and legal fees, will lose parking privileges at The Colony. All unit owners are reminded that cars parked on the property without a Colony issued parking sticker or hangtag are subject to tow at the vehicle owner's risk and expense. In addition the Board has authorized the towing of all vehicles (at the vehicle owner's risk and expense) displaying unit owner stickers and guest hangtags assigned to unit owners who have reached this (3 month) level of default. The denial of parking privileges at The Colony will remain in effect until the account is paid in full and a reinstatement fee is paid.

## 26. TRASH REMOVAL/RECYCLING

26. a) Any unit owner who themselves or someone in their employ is found to be dumping construction debris on the property or in a Colony owned or rented dumpster(s) will be subjected to a “per incident” fine. The fine will be added to the monthly common charge for that unit and remain until paid in full. Failure to satisfy this debt will subject unit owners to all the penalties and legal options available to the Board of Managers to encourage payment.
26. b) Any unit owner who themselves or someone in their employ is found to be dumping e-waste (electronic devices TVs, appliances etc) on the property or in a Colony owned or rented dumpster(s) will be subjected to a “per incident” fine. The fine will be added to the monthly common charge for that unit and remain until the fine is paid in full. Failure to satisfy this debt will subject unit owners to all the penalties and legal options available to the Board of Managers to encourage payment.
- (Note: Items for e-waste recycling must be brought to the Highway Garage (100 Sprain Road, Ardsley) between the hours of 7am and 3pm. E-waste is no longer collected by the Sanitation Department.)
26. c) Cardboard boxes must be broken down (flattened) before they are placed in the appropriate recycling dumpster(s). Any unit owner who themselves or someone in their employ is found to be discarding cardboard boxes without breaking them down, and or leaving the boxes exposed on the property (not placed in the appropriate dumpster(s) will be subject to a “per incident” fine. The fine will be added to the monthly common charge for that unit and remain until the fine is paid in full. Failure to satisfy this debt will subject unit owners to all the penalties and legal options available to the Board of Managers to encourage payment.

27. Unit Owners are prohibited from:

- Modifying or altering in any way the exterior of any Unit including the structure or appearance of any window, garden terrace enclosure, balcony, entranceway or external wall in any permanent or semi-permanent manner, including the application of paint.
  - Changing the exterior color or design of any Unit.
  - Making structural changes to the interior of any Unit.
  - Constructing buildings or other structures of any nature on the area exclusively reserved for any Unit or constructing additions to any Unit.
  - Demolishing any Unit or any part thereof
  - Excavating any additional basement or cellar.
  - Changing the landscaping on the front, side or rear of any Unit.
- (Note: A Unit Owner may make application in writing to the Board of Managers or Managing Agent requesting that any of the above prohibitions be waived.)

28. Census

The benefits of accurately completing and returning a census in a timely manner should speak for themselves. Updated and accurate information about who is living in each unit is vital in the event of an emergency. In an effort to encourage full compliance with this House Rule, the Board has voted to institute the following penalties:

28. a) All parking spaces NOT accounted for through the return of a complete and accurate Census 14 days after the “Return By” date will be deemed a “GUEST” spot and will be painted accordingly until such time as a complete and accurate form is submitted.
28. b) Unit owners who have not returned a completed and accurate census 28 days after the return by date will, in addition to the loss of an assigned space have a non-negotiable fine added monthly to their common charges. (See Appendix B.) Failure to satisfy this debt will subject Unit Owners to all the penalties and legal options available to the Board of Managers to encourage payment.
28. c) The Board has voted on and passed a measure instituting **a monthly fee** for intentionally making false statements on the census. (See Appendix B.) This monthly fee is in addition to any fees or penalties issued for violations of other Rules and will be added to the common charges. The fee will be calculated from the time the misinformation was submitted to the Property Manager to the date a “corrected” or accurate census is submitted. Once issued, fees will remain until paid. Failure to satisfy this debt will subject Unit Owners to all the penalties and legal options available to the Board of Managers to encourage payment.



29. **NOTICE BY UNIT OWNER**: Any notice required to be given by a Unit Owner pursuant to the By-Laws and/or these Rules and Regulations of **The Colony at Hartsdale Condominium** where failure of the Board of Managers to reply to the notice within a stipulated time shall constitute a consent by the Board of Managers must be in writing and mailed to the Managing Agent and the President of the Board of Managers via Certified Mail, Return Receipt Requested. All deadlines or time for the Board to take action or respond to a request shall be deemed to commence upon the date that the notice is received by the last recipient.
30. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution by the Board of Managers. There may be no retroactive repeal if the item previously consented to has been done, begun or contracted for (except for lack of maintenance or a dangerous condition).
31. Violations of the Rules and Regulations may be subject to administrative fees. The Board of Managers may promulgate such a schedule of fees. Such fees will be added to monthly common charge invoices. Fees, once issued, will remain until paid in full. Failure to satisfy this debt will subject Unit Owners to all the penalties and legal options available to the Board of Managers to encourage payment.

**These Rules and Regulations may be added to, or amended or repealed  
at any time by resolution of the Board of Managers.**

*Adopted by the Board of Managers of The Colony at Hartsdale Condominium on January 14, 2016*

# Appendix A

## Site Plan – The Colony at Hartsdale

