

# RULES AND REGULATIONS

## ARTICLE VIII. RULES AND REGULATIONS

### Section 1. General.

In addition to the other provisions of these By-Laws, the following Rules and Regulations together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Homes and the conduct of all residents thereof.

- (a) All Homes shall be used for residential purposes only. All rentals other than rentals by the Sponsor must be subject to local zoning ordinances and must comply with the requirements contained in the By-Laws of Powell Cove Estates Home Owners Association under Article XIV.
- (b) Home Owners of a Home, members of their families, their employees, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other Home Owners, or in such a way as to be injurious to the reputation of the Condominium.
- (c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.
- (d) Every Home Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Home Owner or such other person for whose conduct he or she is legally responsible.
- (e) Every Home Owner must perform promptly all maintenance and repair work to the Home Owner's own Home and Limited Common Element, which, if omitted, would affect the Community in its entirety or in a part belonging to other Home Owners, or the Building of which the Home forms a part, the Home Owner being expressly responsible for the damages and liabilities that the Home Owner's failure to do so may engender.
- (f) All the repairs to internal installations of the Home located in and servicing only that Home, such as telephones and sanitary installations shall be at the Home Owner's expense.
- (g) All screen storm doors, security grills, door gates and window guards must conform to models installed by the builder and may not be installed without the approval of the Board of Directors of Powell Cove Estates Home Owners Association.

- (h) No Home Owner may make any alterations to any part of the Common Elements nor may any structure or other improvement (including landscaping) be built or placed on any portion of the Common Elements or Limited Common Elements without the written consent of the Board of Directors of Powell Cove Estates Home Owners Association, Inc. as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. No Home Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to his or her Home, or any Limited Common Element, without the prior written approval of the Board of Directors of

Powell Cove Estates Home Owners Association, Inc. as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. Said Board shall have the obligation to answer any written request by a Home Owner for approval of a proposed structural addition, alteration or improvement in such Home Owner's Home within sixty (60) days after such request is received, and failure to do so within the stipulated time shall constitute an approval by the Board of Directors of Powell Cove Estates Home Owners Association, Inc. as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. of the proposed addition, alteration or improvement.

No Home Owner will make any structural addition, alteration or improvement in or to any Home or any Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Directors of Powell Cove Estates Home Owners Association, Inc. as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work; (2) executing and delivering to the Board of Directors of Powell Cove Estates Home Owners Association, Inc. as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. an agreement, in form and substance reasonably satisfactory to the Board of Directors of Powell Cove Estates Home Owners Association, Inc. as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc., setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be

done; (3) executing and delivering to the Board of Directors of Powell Cove Estates Home Owners Association, Inc. as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. an agreement indemnifying and holding harmless the Board, its members and officers, and all Home Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work; and (4) obtaining all approvals, as necessary, from the City of New York or any other governmental agency.

In the event the Board of Directors of Powell Cove Estates Home Owners Association, Inc. as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. chooses to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Home Owner shall pay the charges of such architect or engineer. The Home Owner shall also bear the cost of any

increased taxes or insurance premiums resulting from his alterations, additions or improvements.

Any application to any department of the City of New York or any other governmental authority for a permit to make an addition, alteration or improvement in or to any Home shall be completed by the Home Owner and executed by the Board of Directors of Powell Cove Estates Home Owners Association, Inc. and the Board of Managers of the Condominium, if required, as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. only, without however, incurring any liability on the part of the Board of Directors of Powell Cove Estates Home Owners Association, Inc. or the Board of Managers of the Condominium if required, as detailed in Article XVII, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc. or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Homes owned by the Sponsor or its designee until such Homes shall have been initially conveyed by the Sponsor or such designee.

- (i) No resident of the Condominium shall post any signs, advertisement, or posters of any kind in or on the Condominium or their Homes including "For Sale" and "For Rent" signs except as authorized and approved by the Board of Directors of Powell Cove Estates Home Owners Association.
- (j) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a Home or on a patio, terrace or balcony or exposed on any part of the Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be shaken or hung from or on any of the windows or doors, nor shall a Home Owner sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.
- (k) No Home Owner shall paint the exterior surfaces of the windows, walls or doors opening out of his Home.
- (l) Commercial license plate vehicles may not be parked in the Community over night.
- (m) No person shall park an automobile, boat, trailer, off-track vehicle, camper, bus, truck, snowmobile or other commercial or recreational vehicle (collectively "Vehicles") or otherwise obstruct any Home Owner's use of ingress or egress to any driveway, garage, or Parking Space, nor may any Vehicle be parked on the Common Areas. Any person parking a vehicle illegally shall be subject to their vehicle being towed and/or the imposition of a fine by the Condominium. In the event a vehicle is towed, all costs associated with the removal of the Vehicle shall be paid for by the owner of the Vehicle and the Condominium shall not be held responsible for any damage to the Vehicle.
- (n) No repair of a Vehicle as referred in (m) above shall be made in any of the roadways, driveways, Outdoor Parking Spaces or any other parking areas of the Condominium, nor shall such areas be used for storage or overnight parking of any Vehicle as referred to in (m) above, except for a Home Owner's automobile, without the written permission of the Board of Directors of Powell Cove Estates Home Owners Association. Automobiles shall include SUV's, station wagons or other similar types of Vehicles.
- (o) All Home Owners will be required to register each of their vehicles with the Board of Managers of the Condominium and the Board of Directors of Powell Cove Estates Home Owners Association.

- (p) The driveway providing access to a Garage Parking Space Unit for Homes with a double garage cannot be used for any purpose, including parking, other than access to the Garage.
- (q) No tents are permitted on any portion of the Common Elements.
- (r) No Vehicle of any kind is permitted to be ridden, driven or parked on any portion of the common grounds which is outside the border of the road and/or driveways.
- (s) Home Owners will be permitted to keep dogs, cats or other common household pets in their Home except that no animals may be kept or maintained in a Home for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon fifteen (15) days written notice from the Board of Directors of Powell Cove Estates Home Owners Association. The Board of Directors of Powell Cove Estates Home Owners Association may require the permanent removal of any animal kept in a Home that is not in compliance with the above as well as any animal causing or creating a nuisance or unreasonable disturbance or noise upon fifteen (15) days written notice from the Board of Directors of Powell Cove Estates Home Owners Association. In no event shall any pet be permitted in any of the Common Elements of the Condominium or Common Areas of the Association unless carried or on a leash. All Home Owners shall be responsible for

picking up and disposing of their pets' waste and responsible and liable for any damage caused by their pets to any Common Elements of the Condominium or Common Areas of the Association and shall comply with all local and municipal rules and regulations regarding pets.

- (t) No television, radio antenna, wires, cables or any other type of receiving or transmitting antenna or structure shall be erected on the exterior Home without the prior written consent of the Board of Managers. The Board of Managers may adopt such rules and regulations pertaining to antenna so as to comply with the Federal Communications Commission rules adopted on October 14, 1996.
- (u) No Home Owner shall do anything to his or her Home or the Common Area to alter the drainage.
- (v) No building, deck, patio, fence, gate, sign, statuary, wall or other structure, or change or alteration to the exterior of the Homes or color of the Homes or in the landscaping shall be commenced, erected, replaced, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made unless the Home Owner complies with requirements of the Architectural Control provisions contained in Article XVI, Section 3 of the By-Laws of Powell Cove Estates Home Owners Association, Inc.

- (w) Any Home Owner who mortgages or sells his or her Home shall immediately notify the Board of Managers and Board of Directors of the Association, providing the name and address of his or her mortgagee or new Home Owner.
- (x) The Board of Managers shall, at the request of the mortgagee of the Home, report any delinquent assessments due from the Owner of such Home.
- (y) No Home Owner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in his or her Home.
- (z) Every Home Owner shall be liable for any and all damage to the Common Elements, which shall be caused by said Home Owner, the Home Owner's permitted lessees and occupants of Homes, their respective family members and guests and such other person for whose conduct the Home Owner is legally responsible.
- (aa) No Home Owner shall make or permit any disturbing noises in any Home or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Home Owners.
- (bb) Each Home Owner shall keep his or her Home in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substance.
- (cc) Home Owners are not permitted to increase the size of their Homes and/or enclose any patio, balcony, deck or terrace that may be appurtenant to a Home for any purpose. Accessory structures including private swimming pools shall be prohibited in any area of the subject parcel.
- (dd) No Home Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his or her Home any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
- (ee) The agents of the Board of Directors of the Association, the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Directors, Board of Managers or the managing agent, may enter any Home at any reasonable hour of the day for the purpose of inspecting such Home 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, insect or other pest, provided that such right will be exercised in such a manner as will not unreasonably interfere with the residential use of the Homes.

- (ff) If any key or keys are entrusted by a Home Owner or occupant or by his agent, servant, employees, licensee or visitor to any employee of the Board of Directors of the Association, the Board of Managers, whether for such Home or an automobile or other type of personal property, the acceptance of the key shall be at the sole risk of such Home Owner or occupant, and the Board of Directors of the Association, 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.
- (gg) The Board of Directors of the Association, the Board of Managers (only in the event the Association relinquishes its rights and obligations), or the Managing Agent may retain a pass-key to each Home. The Home Owner shall not alter any lock on any door leading to his or her Home without the written consent of the Board of Directors of the Association, the Board of Managers only in the event the Association relinquishes its rights and obligations, or the Managing Agent. If such consent is given, the Board of Directors of the Association, the Board of Managers (only in the event the Association relinquishes its rights and obligations), or the Managing Agent shall be provided with a key.
- (hh) Planting of fruits or vegetables is absolutely prohibited in or on any Common Element, General or Limited.
- (ii) Garage Parking Space Units may be used only for the purpose of parking automobiles and other vehicles. In no event shall Garage Parking Space Units be converted into additional residential living space.
- (jj) No structural additions, alterations or improvements to a Garage Parking Space Unit will be permitted.
- (kk) Home Owners will faithfully observe the procedures established from time to time by the Board of Directors of the Association, the Board of Managers or the Managing Agent with respect to services provided and the management of the Building.

**Section 2: Violations of Rules and Regulations.**

- (a) Upon receipt, by the President of the respective Board or by the Managing Agent, of a signed written complaint alleging violation of any of the House Rules or other provisions of the By-Laws as herein established or hereafter established or adopted by the Board, the President of the Board, or in the President's absence, the Vice President together with a minimum of two (2) other members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. Any Home Owner accused of a violation of the House Rules or other provisions of the By-Laws shall be entitled to receive written notice by registered mail of such accusation. The written notice shall contain the following statements:

- i) A copy of the Rule or Regulation the Home Owner has violated and a description of the manner in which the Home Owner violated the Rule or Regulation.
  - ii) A time and place at which the Home Owner shall be given the opportunity to present a defense before final action is taken.
- (b) If, after said notice and hearing it is determined that the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to one hundred and fifty (\$150) dollars upon the violator; such fine is to be considered as an additional Common Charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere

provided for in the Declaration of Condominium or By-Laws. If after imposition of a fine the violation is not corrected or eliminated, the respective Board may assess additional fines of up to one hundred and fifty (\$150) dollars each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as a Common Element, the Board of Managers shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.