

GUARD HILL MANOR

*Information Guidebook
and
Rules & Regulations*

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GUARD HILL HOMEOWNERS' ASSOCIATION

Rules and Regulations

Amended by the Board of Directors

February 8, 1999

Effective Date April 1, 1999

FORWARD

The development and preservation of a high quality of living and peace of mind for unit owners requires reasonable rules, regulations, and restrictions. Many of these rules and restrictions are contained in the By-Laws and Prospectus that were included in the title documents signed at the time of purchase.

The following material has had careful study and thoughtful consideration by the Board of Directors and has been reviewed and approved by the Guard Hill Homeowners' Association attorneys. All life safety, health and insurance related portions of this document are as prescribed by New York State Law.

Under its authority, the Board of Directors has adopted these Rules and Regulations and reserves the right to rescind, amend, or supplement them as it may deem necessary. The Board of Directors may use written notice, fines, or any reasonable method in their enforcement.

GENERAL

1. No resident should have to suffer discomfort, inconvenience, embarrassment, or expense as a result of a neighbor's actions or neglect.
2. The sidewalk entrances and passages to the buildings shall not be obstructed in any way.
3. Each resident is required to provide reasonable access to their unit to the Managing Agent for inspection of fireplaces, common elements, etc. Also, in the event of emergencies, the Managing Agent must have access to your unit either by a key, neighbor, or phone number where a key can be obtained within half an hour.
4. 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/or Underwriters Laboratory and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by this equipment in his/her unit.
5. Residents shall not make any disturbing noises, at any time, which will interfere with the rights, comfort, or convenience of other residents. This includes, but is not limited to, musical instruments, radios, televisions, and stereos.
6. In accordance with Village/Town of Mount Kisco code, no portion of the property is to be used as a place of business by any resident.
7. Tag/yard/garage/estate sales or auctions are not permitted without prior written consent of the Board of Directors. In addition, prior written consent from the Board must be received to put up temporary structures of any kind.
8. Seasonal and holiday decorations are restricted to your own residence and must be removed within a reasonable amount of time after the holiday. No common areas may be decorated by homeowners or tenants. (Note: Christmas/Hanukkah decorations may be displayed from Thanksgiving to January 15; all other holiday decorations may be displayed for two weeks before and one week after the holiday.)
9. Nothing may be done or kept in any unit or common area that would increase insurance premiums above normal residential rates or result in policy cancellation.
10. Common areas and lots are to be kept free of rubbish, debris, and other unsightly or hazardous materials. No outdoor furniture, grills, bicycles, children's toys, or recreational equipment are permitted on the lawns, patios and under decks.
11. All unit owners shall be responsible for any damages, penalties and fines incurred by themselves, their families, guests, tenants, or contractors.
12. Ads and notices are only permitted to be posted on the inside of the doors to the dumpster enclosures. All such notices shall be removed after a reasonable period of time. No notices shall be posted on the mailboxes.

AUTOMOBILES and PARKING

1. All residents' vehicles must be registered with the Managing Agent on a form to be provided by the Board of Directors.
2. In the interest of safety, all stop signs and other traffic controls must be obeyed. Also, a uniform speed limit of 15 MPH has been set by the Homeowners Association and will be enforced. An immediate fine of \$50.00 will be issued to persons who violate these rules. No warning notice is required.
3. Parking violators will receive warning notices. Should violations continue, the vehicle will be towed away at the owner's expense and a fine incurred.
4. Parking facilities are for residents and guests of residents only and are not to be used for any other purposes, i.e. storage of vehicles, repairs, etc.
5. Each unit is allotted two parking spaces: the garage and the driveway in front of the garage.
6. Parking on any streets, circles, and cul-de-sacs is prohibited, except in those areas on Canterbury Way where the road had been widened specifically to accommodate on-street parking. (This also means no parking in front of dumpsters or mailboxes.)
7. Vehicles belonging to a resident or visiting guest shall not be parked in such a manner as to impede or prevent access to any entrance or exit from any building.
8. The use of the parking areas is restricted to the parking of standard size passenger vehicles. The storage or parking of other vehicles, including commercial trucks, school buses, trailers, boats, campers, limousines, commercial vans, or other recreational vehicles, is prohibited.
9. Motorcycles, scooters, or bicycles shall not occupy a standard size parking space. All such vehicles belonging to a unit owner or guest may only be parked in the driveway in front of the unit owner's car or in a garage. (Storage is not allowed on patios or decks.)
10. Outdoor parking of any unregistered, unlicensed, uninspected, or uninsured vehicle is not allowed. Vehicles in violation of this rule will be removed at the unit owner's expense.
11. Residents will be required to move cars periodically so that repairs to common areas can be made, and also for snow removal and cleaning of parking areas.
12. Automotive repairs are not permitted in driveways or common areas, except for emergencies.

BUILDING and EXTERIOR ALTERATIONS, MAINTENANCE and USE

Alterations:

1. Entrances and decks shall not be altered in any way. Access steps to yards from decks or doors shall not be installed, removed or altered. Awnings and/or similar devices are not permitted.
2. Patios shall not be installed or altered without prior written consent of the Board of Directors. All requests for the installation or alteration of patios shall be made to the Board of Directors in writing. The request shall include a plan of the proposed improvement, a copy of the property survey for the lot upon which the location of the proposed patio is indicated, and written specifications describing the materials and details of the construction of the patio. Each patio request will be reviewed on its own particular merits and circumstances, but generally, patios should be designed in accordance with the following guidelines:
 - a. Patios shall be constructed of red brick or bluestone of similar colors and dimensions as those already in use for patios at Guard Hill.
 - b. Patios shall be installed beneath existing decks and be no wider than the deck above, but may extend not more than four (4) feet beyond the limit of the deck toward the rear of the lot. Since most decks measure 14 feet wide by 8 feet deep, the permitted patios would not exceed 14 feet in width by 12 feet in depth. (Note: The exact dimensions approved by the Board will be determined on a case by case basis, but generally, they will not exceed these dimensions.)
3. Skylights shall not be installed. Windows and exterior doors shall not be installed or modified without prior written consent of the Board of Directors. Window mullions (grids) shall not be removed and shall be replaced when either damaged or missing. (Replacement mullions can be obtained from retailers/suppliers of Andersen windows). Generally, the Board will only permit the installation of one or two additional basement windows, with each case being reviewed on its own merits and circumstances, considering aesthetics, privacy of neighbors, etc. If window installations are permitted, the windows must be of the same style as the existing windows at Guard Hill and be manufactured by Andersen Windows.
4. All permitted exterior work, such as the installation of patios or basement windows, shall be done in accordance with the "General Conditions of Approval for Exterior Installations and Modifications" which are attached to and part of these Rules and Regulations.
5. Attic fans may not be installed without prior written consent of the Board. Generally, attic fans will not be permitted if the installation would require an exterior modification (i.e. the installation of a louvered opening where one does not presently exist). If permitted, a licensed electrician shall make the installation. Copies of the required permits from the Village of Mount Kisco and evidence that the attic fan is properly sized in relation to the available venting of the attic must be provided to the Board of Directors prior to the installation. Requests for permission to install attic fans will be

reviewed on a case by case basis, considering such factors as safety and impact upon neighbors (noise, vibration, etc.).

6. Unit owners shall not make any structural additions or alterations to his/her unit or to common areas.
7. Internal improvements to units, such as finishing basements, electrical and/or plumbing work, shall not be made without the homeowner obtaining all required governmental approvals. Licensed and insured contractors shall be used as required by applicable rules and regulations. The Board of Directors shall be notified of all such work and be provided with copies of all permits prior to starting work and certificates of completion or occupancy upon completion of work. The Board of Directors or its agent shall be permitted to inspect the work at reasonable times and upon reasonable notice. All such work shall be carried out so as not to be a nuisance to other homeowners.
8. Exterior light fixtures and house numbers shall not be installed or altered and shall be kept in a good state of repair. If replacement is required the architectural character of Guard Hill must be adhered to. Name signs shall not be installed on buildings or as freestanding signs.
9. A front door knocker may be installed provided that it is consistent with the architectural character of Guard Hill. Therefore, the knocker must be made of brass and be of a "Colonial" style. It shall not exceed 6 inches in height and shall be installed at the center of the door, with its highest point, level with the top of the upper decorative door panels.
10. All homes shall be used as single family, residential dwellings and shall not be converted in any way to or be utilized as two family or multiple family dwellings.

Garages

1. Garages shall not be converted into living space, nor used for storage so as to prevent the parking of an automobile there in. Garages shall not be changed in dimension by the addition, alteration, or relocation of interior walls.
2. Flammable items, or any other articles, which could cause damage or increase insurance liability, are not permitted in the garages.
3. Garages are not allowed to be rented to non-residents.

Landscaping

The following rules and policies are in effect with regard to landscaping and plantings:

1. **New Plantings** - If a homeowner wishes to change or add to the plantings (trees, shrubs or bushes) on their lot, then homeowner must submit a plan to the Board of Directors and receive written approval. Homeowner may wish to consult with the Association's landscaping contractor, since they are familiar with the types of plantings that have been used and found around Guard Hill, and know which plantings have the greatest likelihood of survival under various conditions.

Homeowner may use a reputable landscaping contractor to do the work. All contractors must provide evidence of liability insurance and notify the managing agent, before working on Guard Hill property.

2. **Replacement Plantings** - In the event that plantings (shrubs or bushes) on a homeowner's lot are in need of replacement, the homeowner will be responsible for the replacement. The plantings may be replaced "like for like", that is, with an identical type of plant, without obtaining Board approval. It is suggested that the homeowner consult with the Managing Agent, and/or the Association's contractor, for guidance as to the types and costs of plants and the best planting methods, in an effort to ensure uniformity of appearance and a successful replacement effort. Homeowner may wish to use Association's contractor to perform the work or another reputable landscaping contractor of your choice. Again, all landscaping contractors must provide evidence of liability insurance to and notify the Managing Agent before working on Guard Hill property.
3. **Flowers in Existing Planting Beds** - Generally, homeowners may plant flowers in the existing planting beds on their lots without obtaining Board of Directors approval. Many homeowners have made attractive improvements, and we on the Board appreciate all efforts. Consideration of neighbors and choice of flowers is cautioned. Flowers should not be planted too close to lawn areas since damage could occur during lawn mowing.
4. **Property Maintenance** - Dead and dying shrubs on homeowner lots are the responsibility of the homeowner. If the Board of Directors must intervene to preserve the overall appearance of Guard Hill (see page , Item 1) they will intervene to undertake the necessary improvement, and charge the homeowner, if necessary to keep the property properly maintained. Please be assured that the Board of Directors will continuously monitor the community and maintain the high quality appearance that has been enjoyed over the years.
5. **Common Area Mulching** - In an effort to upgrade the property's appearance, while enhancing and improving soil quality, the Association has approved the application of mulch on all soil in the common area planting beds every year. These areas include, but are not limited to, the entrance to Guard Hill, around the ponds, etc.
6. **Planting Bed Mulching** - Beginning in Spring of 1999, the Association will approve the application of mulch to the planting beds on the individual lots every year. Any homeowner wishing to apply additional mulch must use "double hammer mill mulch" in order to ensure a uniform appearance. Please contact the Managing Agent for information about where to obtain the correct material.

Additional Landscaping

1. Residents who wish to improve the property by additional landscaping must have their written plans approved in writing by the Board of Directors. Persons who make such landscaping improvements are required to maintain these improvements.

2. A written request for landscaping modifications must include:

- a. A copy of the homeowner's lot survey Map.
- b. A detailed and commented drawing of the owner's lot which clearly shows the kind and location of the landscaping work to be done.
- c. A list of all landscaping materials and plants to be use
- d. Written approval from the owners of adjoining properties
- e. An insurance certificate from the contractor who will perform the landscaping work.
- f. Permits from local authorities and/or utility companies, if required by the nature of the work.

3. Private vegetable gardens are not allowed in any area of Guard Hill.

4. If shrubs are damaged by snow plow drivers, the homeowner must contact the Homeowners Association Board of Directors, in writing, no later than May 31st. The purpose of this regulation is to allow timely submission of claims to the snow removal contractor for replacement of shrubs.

NOTE: IN ADDITION TO THE PENALTIES DESCRIBED IN THE "PENALTIES AND ENFORCEMENT" SECTION OF THESE RULES, VIOLATORS OF THE ABOVE SECTIONS MAY BE REQUIRED TO RESTORE THE BUILDING AND GROUNDS TO THEIR ORIGINAL CONDITION AT THEIR OWN EXPENSE.

Other Considerations

1. Each unit owner shall keep his/her unit and lot in a good state of preservation and cleanliness. All unit owners are responsible for picking up after themselves. This includes the sweeping-up of firewood chips (after wood is split or delivered), broken glass, garbage, cigarette butts, candy wrappers, etc. and oil leaks caused by their cars.
2. No person is allowed on the roof of any building at any time unless authorized by the Managing Agent.
3. Radio/television aerials, air-conditioners, fans, or other objects shall not be attached to or hung from the exterior of any building or building roof or installed in any window, nor shall antennas of any nature be erected on any lot or in common areas.
4. No sign (including "FOR SALE" or alarm company signs other than window decals), notice, or advertisement shall be inscribed or exposed on or at any window or other part of any building or lot without prior written consent of the Board of Directors.
5. Rugs, linens, or laundry shall not be hung or dried from windows or decks, or any other place on the property.

6. Flower boxes are allowed to be placed on deck railings as long as they are securely fastened and stained/painted in a neutral color.
7. Due to moisture problems, indoor/outdoor carpeting cannot be used on decks or entranceways.
8. Standard doormats are allowed in front of each door. Runners, cuttings from indoor or outdoor rugs, etc. are not permitted.
9. Proper window dressings (curtains, shades, and blinds) are required.

SATELLITE DISH ANTENNAS

Satellite Dish antennas shall comply with the rules set forth in the addendum.

FIREPLACES and HEATERS

1. Only seasoned hardwood should be burned. Softwood, pine or spruce, as well as green or moist wood should be avoided. Paper, cardboard, Christmas decorations, artificial logs, coal, or charcoal should not be burned.
2. Barbecuing in the fireplace is strictly prohibited.
3. The Homeowner's Association will periodically inspect chimneys. Chimneys shall be cleaned at the unit owner's expense within thirty days of notification to the unit owner that cleaning is necessary. The unit owner must then provide proof satisfactory to the Board of Directors that the cleaning has been completed. If proof is not so submitted, the Homeowner's Association will clean the chimney and the costs billed to the unit owner.
4. Firewood must not be stored on decks, in garages, or against exterior walls. There shall be a minimum of two feet separation between exterior walls and stored firewood.
5. Wood should not be stored on lawn areas. Wood stacked within view from the roads shall be stacked neatly. Covers shall be of natural or neutral tones, so as not to create an eyesore.
6. Supplemental heating devices or gas log systems will be allowed only if they comply with current state and local codes. These devices must meet UL approval and may only be installed after receiving prior written consent from the Board of Directors.
7. Portable kerosene heaters are not permitted in any units. (Section 239E of the New York State Real Property Law).
8. Propane tanks are not permitted inside units. Propane tanks for barbecues are permitted on decks or patios only, to a limit of two tanks, neither to exceed 20-lb. capacity.

9. The use of charcoal grills on decks or within ten feet of the buildings is prohibited.
10. Smoke detectors installed in each unit must be maintained according to fire regulations. Repairs or replacement should be made as needed. It is recommended that each unit owner installs and maintains an approved fire extinguisher and carbon monoxide detector in his/her home.
11. No wood burning stoves, fireplace inserts, or additional fireplaces may be installed.

REFUSE and RECYCLING

1. All residents must comply with current Mount Kisco regulations and schedules pertaining to the collection and separation of refuse and recyclables.
- a. Recyclables (glass, metal, and plastic containers) are collected every Monday. Put out your blue bins on Sunday evening, and bring them in no later than Monday evening.
- b. Refuse is collected every Thursday. All refuse must be in closed plastic bags when put in the dumpsters.
- c. Newspaper and corrugated box collection is every Wednesday. (Corrugated cardboard is the laminated cardboard with the "wavy" layer in the middle.) Put newspapers or cardboard outside the dumpster sheds on Tuesday evening.
- d. Do not place newspapers, corrugated cardboard or recyclable glass, metal, and plastic in the dumpsters.
2. No garbage is to be left outside dumpsters, on top of dumpsters, or outside dumpster enclosure doors.
3. Construction material or any other excessively heavy or large items (mattresses, furniture, carpets, appliances, etc) must be disposed of at the owner's expense under special arrangement with the Village/Town Highway Department. Such materials shall be not placed in or around dumpster sheds.
4. Dumping of chemicals, paints, and/or draining oil or unsanitary fill is not allowed on this property. Violators will be reported to appropriate EPA/governmental agencies.
5. Dog or cat waste must be tied in bags before being deposited in dumpsters.
6. If any recycling fines or additional refuse removal costs are incurred, the homeowner will pay them.
7. An immediate fine of \$50.00 will be issued to persons who violate these rules. No warning notice is required.

PETS

1. Pet owners will be liable for the actions of their pets, and violators will be fined immediately.

2. Pets, not to exceed two animals per unit, shall be allowed. Livestock or poultry are prohibited.
3. Pets must be leashed at all times when outside and strictly under the control of the owner. No pet shall threaten or interfere with any resident or guest of Guard Hill.
4. Animals shall not be fed in the common areas.
5. Feeding of stray animals (i.e. cats and dogs) in any part of Guard Hill is not permitted. Stray animals should be reported to the local Animal Warden.
6. Pet owners must restrict their pets (cats and dogs), when the pets are "relieving" themselves, to the wooded areas in and around Guard Hill. Pets are not allowed to "relieve" themselves on front and back lawn areas, shrubs, bushes, or any grassy areas adjoining buildings, curbs, or parking spaces, or in the vicinity of the mailboxes or dumpsters, i.e. any area that is maintained by the Homeowners Association. Should pets inadvertently "relieve" themselves in other than a wooded area, the owner must pick up after the pet.
7. Animals are not permitted within the recreational facilities or surrounding areas and cannot be tied to the poolhouse, pool or tennis court fences, or any trees or structures on Guard Hill property.
8. Residents shall not allow their pets to cause or create a nuisance or unreasonable disturbance to the comfort, peace, or repose of any person in the vicinity by continued or frequent noise.
9. The breeding of animals by homeowners at Guard Hill is prohibited.

OUTDOOR RECREATION

1. Children must be actively supervised at all times.
2. Playing is not allowed on stone walls, trees, or fences, or in or around ponds or planting beds. Swimming and ice skating in pond areas is also prohibited.
3. Ball playing and sports of any kind are restricted to the court areas.
4. Throwing or hitting balls against buildings is prohibited.
5. Bicycles, scooters, skateboards, strollers, etc. must be kept off lawn areas. Use walkways or streets.
6. Bicycle riders and skateboarders are expected to observe all traffic rules and regulations (riding on the right side of the street, stopping at stop signs, signaling for stops/turns, etc.)
7. Articles such as bicycles, scooters, motorcycles, baby carriages, toys, baby pools, sandboxes, play houses, slides, hot tubs, fountains, tents, etc. may not be stored or left out overnight on front entrance porches, driveways, decks, or patios, alongside or

behind any unit or building, or in other outdoor areas (individual lots or common property). Overnight storage inside the unit is required.

TOT LOT RULES

1. The tot lot is open daily from 9:00AM to dusk.
2. Use of the tot lot is restricted to children under the age of 12, who are Guard Hill residents or their guests.
3. Use of the tot lot is at your own risk. All children must be accompanied by an adult and actively supervised.
4. Children must be wearing proper footwear while using the equipment.
5. No glass containers are allowed in the tot lot area.

POOL

1. The pool is available for Guard Hill residents and their guests.
2. A resident must accompany guests when using the pool.
3. Use the walkways and driveways, not the lawns, when walking to and from the pool.
4. The pool will not be available for commercial use or to outside groups.
5. The pool will open for general use on Memorial Day (weekends only until the last weekend in June) and will close at the conclusion of the Labor Day weekend. A lifeguard will be on duty during pool hours.
6. No one may be inside the pool area before or after posted hours or if there is no lifeguard on duty. Persons violating this rule may be subject to a \$100.00 fine.
7. Proper bathing attire must be worn in and around the pool. (Cut-off jeans are not allowed in the pool.)
8. A shower is required before entering the pool.
9. Children under 12 must be accompanied and actively supervised by an adult at all times when using the pool.
10. No floats, tubes, balls, or other equipment are allowed in the pool. Only water wings and other safety equipment are allowed in the pool. This will be supervised by the lifeguard.

11. Please observe the following "NO's" while in the pool area. (Pool area is defined as the concrete area around the pool.)

NO Food, drink, alcoholic beverages, glassware,
..... loud radios, diving, running, rough-housing,
..... cigarette butts, or diapers. (Rubber pants
..... must be worn in the pool.)

12. State sanitary code prohibits urinating, expectorating, or blowing the nose in the swimming pool. Persons having skin lesions, sore or inflamed eyes, mouth, nose, or ear discharge, or who is known to be a carrier of the microorganisms of any communicable disease shall not use the swimming pool.
13. The lifeguard has the authority to ban any person from using the pool who does not comply with these rules.
14. Residents who store personal items in the poolhouse do so at their own risk.
15. Residents who are in arrears of their common charges will be restricted from using the pool.
16. Chaise lounges provided by the Association are available on a first come, first served basis. Lounges unattended for a ½ hour or more will be made available to other residents or their guests.

COURT AREAS

1. The courts are available to Guard Hill residents and their guests.
2. Guests must be accompanied by a resident. Residents are responsible for the actions and behavior of their guests.
3. Use walkways and driveways, not grassy areas, when walking to and from the tennis court.
4. The tennis court will be used exclusively for playing tennis. No food, alcoholic beverages, smoking, baby carriages, pets, toys, bicycles, skateboards, skates, etc. are allowed on the tennis courts.
5. Appropriate attire should be worn while playing.
6. Appropriate smooth-soled tennis shoes must be worn to preserve the court surface. Jogging shoes or bare feet are prohibited.
7. The reservation board, located alongside the tennis court, is to be used to indicate start time. Failure to select a time will result in the immediate forfeiture of the court. Players who are more than 15 minutes late will forfeit their reservation.

8. Reservations for tennis courts cannot be made earlier than 7:30 p.m. of the previous day.
9. Play will be limited to one hour for singles and one and half-hours for doubles, when others are waiting to play. All users of the tennis facility are under the honor system. Please consider your fellow players and relinquish the court when you have completed your allotted time.
10. All individuals shall conduct themselves in a manner, which shall not disturb the concentration of other players on the courts.
11. Children under 12 must be accompanied and actively supervised by an adult.

SALE OR REFINANCING / EQUITY FINANCING

1. Prior to closing, the owner is obligated to supply a copy of the offering plan (and its amendments) and these Rules and Regulations to the buyer.
2. The owner must also supply the Managing Agent with the name and mailing address of the buyer (if other than a Guard Hill address). The buyer shall provide a written statement that he/she has received, and is familiar with, the Offering Plan and the Rules and Regulations before the Managing Agent will provide the required "Re-Sale Certificate".
3. There will be a \$150.00 administrative fee payable to the Managing Agent upon closing to cover the costs associated with the preparation of closing documents.
4. There will be a \$150.00 administration fee payable to the Managing Agent to cover costs associated with the preparation of **refinancing** documents. This fee is subject to reduction if lender requirements are limited.
5. All new owners are required to complete and submit to managing agent, the Guard Hill resident questionnaire within 30 days of closing.

RENTAL OF UNIT

1. The owner is required to notify the Managing Agent, in writing, of his/her intent to rent the unit and to supply the Managing Agent with the names of the tenants.
2. Landlords are responsible for supplying a copy of these Rules and Regulations to tenants and must guarantee the tenants compliance with these Rules and Regulations prior to renting.
3. The landlord is responsible for any damages to common areas caused by a tenant and for any violations of these rules by a tenant.
4. Landlords transfer recreation rights to their tenants, and the landlord shall be responsible for all fines and violations caused by the tenant.

COMPLAINTS

Complaints regarding maintenance of units, actions of residents, and violations of any rules must be made, in writing, to the Board of Directors in care of the Managing Agent.

In order to be reviewed by the Board of Directors, complaints must be received by no later than the Thursday before the second Monday of each month, when the Board holds its regular monthly meeting.

If requested by the alleged violator, the identity of the person making the complaint must be disclosed.

PENALTIES and ENFORCEMENT

1. The following is the enforcement procedure for all rules and regulations covering Guard Hill Manor:

a. Upon receipt by the Managing Agent, in writing, of a complaint of a violation of a rule or regulation, the person who violated the rule or regulation will receive a written notice of said violation by mail or by personal delivery. This will be considered a "warning" except in those instances where immediate fines are levied.

b. All homeowners who receive a warning notice about a rule violation will have a specified number of days to rectify the violation, or they will be subject to fines and/or costs to the HOA for rectifying said violation.

c. Upon receipt of a second notice of the same violation, a fine will be imposed. The alleged violator has the right to a hearing before the Board of Directors by making a written request for a hearing to the Managing Agent within five days of receipt of said notice of violation.

d. The Managing Agent, upon receipt of a request for a hearing, shall set a date for a hearing within thirty days of receipt of said request and notify the Board of Directors.

e. At the hearing, the Board of Directors shall take testimony and proof and determine by a majority vote of the members of the Board of Directors present, whether or not a violation has been committed.

f. A person who receives a notice of violation, who does not request a hearing or does not dispute said violation within 30 days, shall be deemed to be guilty of the violation alleged in said notice and must pay the fine accordingly.

2. The landlord is responsible for all violations by the tenant.

3. There shall be a \$50.00 fine if a person is found guilty of a violation of the Rules and Regulations.

4. There shall be a \$100.00 fine if a person is found guilty of a second or continued violation of the same rule or regulation.
5. The violator shall be fined \$150.00 for each subsequent or continued violation of the same rule or regulation.
6. There shall be an **immediate** \$50.00 fine if a person is found guilty of violating a traffic or refuse regulation. No warnings will be issued. Subsequent violations will be fined as indicated above.
7. There shall be a \$100.00 fine if a person is found guilty of going in the pool area during other than posted hours or if there is no lifeguard on duty.
8. The Board of Directors reserves the right to invoke separate penalties for extraordinary abuses or violations, such as structural or exterior alterations to the buildings or lots. Such penalties may include, but are not limited to, imposing a minimum fine of \$250.00 and/or requiring violators to restore the building or lot to its original condition at their own expense.
9. All fines shall be added to the common charges and payable by the fifteenth of the month.
10. Any homeowner who is more than fifteen days late paying his/her common charges, including fines, will be assessed a \$25.00 late charge plus interest at a rate of 18% per annum. If common charges are ninety days past due, then in addition to the late charge and 18% interest, the Managing Agent will advise the person in arrears that the matter will be turned over to the Homeowners Associations attorney for collection, and notification will be sent to the homeowner's mortgagee. The homeowner shall be responsible for legal fees involved in collecting common charges, including fines that are in arrears.
11. The unit numbers of all homeowners in arrears on common charges may be published, along with the amount due, in the Association's regularly published newsletter.
12. The names and unit numbers of flagrant and repeated violators of the Rules and Regulations, along with a description of the violation, may be published in the Association's newsletter.
13. The Board of Directors, at its option, may foreclose on any formally filed lien to collect the common charges, including fines, from the homeowner.
14. Failure on the part of the Board of Directors to enforce a rule or regulation shall not constitute a waiver of the Board's right to do so.

UNIT NO.: _____

GENERAL CONDITIONS OF APPROVAL
FOR EXTERIOR INSTALLATIONS AND MODIFICATIONS
GUARD HILL MANOR
MOUNT KISCO, NEW YORK

Any approval of a request by a unit owner to install a new patio or to modify an existing patio, or to make other exterior alterations (such as the installation of a basement window) that is granted by the Board of Directors of the Guard Hill Homeowners Association shall be subject to the following general conditions, as well as to the specific conditions set forth in the attached letter of approval. The unit owner(s) shall indicate their agreement to the terms of the approval letter, including these general conditions, by signing below and returning an original of this document to the managing agent, prior to the start of construction.

- 1) The improvement shall in no way encroach upon the lot of an adjoining owner. A property survey of your lot, so indicating, must be submitted to the Board of Directors with your request for approval, and be provided to the managing agent prior to the start of construction.
- 2) Patios shall be adequately pitched to drain away from your building (a minimum pitch of 1/4 inch per foot is recommended).
- 3) The patio - shall be constructed so as not to alter or interfere with the pattern of rain runoff that currently exists on or around your lot. Please be advised that if any adverse drainage condition is created by your construction, you will be liable for its correction and any damages.
- 4) All material that must be removed or excavated to permit the installation of a patio, basement window installation, or other approved exterior modification, and all construction waste shall be disposed of properly, and off the Guard Hill Manor premises (and not in dumpsters).
- 5) You must notify the managing agent, in writing, of the date when construction is to commence, and when it is completed, so that inspections of the work may be made.
- 6) Once you commence construction, you must proceed diligently to complete the work so as not to leave the site in an unfinished condition for an unreasonable period of time, such period is not to exceed (to be specified) days.
- 7) You shall be responsible for the repair of any damage that may occur as a result of the construction, and for the restoration of all disturbed areas, such as lawn areas on your lot and on the common property, or to siding, trim, etc.

- 8) No vehicles (trucks, etc.) or construction equipment (such as excavators) shall be operated on the grassed common areas or lots without prior written consent from the Board of Directors and affected unit owners, as applicable.
- 9) If an outside contractor will be employed to perform the work, evidence of satisfactory public liability insurance, naming Guard Hill Homeowners Association, Inc., and the managing agent, as additional named insureds, together with evidence of adequate Workers Compensation Insurance, must be submitted to prior to the start of work.
- 10) All improvements shall be completed and all work shall be performed in a good and workmanlike manner. The work area shall be kept in a neat and orderly condition at all times.
- 11) You will be responsible for the proper maintenance of all improvements constructed.
- 12) You agree to indemnify and hold harmless the Guard Hill Homeowners Association, Inc., its Board of Directors, and its agents, from any suit or claim, damages, liability, cost or expense (including attorney's fees) which may arise from the installation of the patio, basement window or other approved work, and/or the Board's approval thereof.
- 13) You must comply with all applicable laws, codes, rules and regulations concerning the construction of the patio, the basement window installation or any other approved work including, without limitation, obtaining, if required, a Building Permit and Certificate of Occupancy.

Accepted and Agreed to:

Signature(s) of Unit Owner(s): _____

DATE: _____

**RULES AND REGULATIONS RELATING TO THE INSTALLATION OF
DBS ANTENNAS/SATELLITE DISHES
GUARD HILL HOMEOWNER'S ASSOCIATION, INC.**

INSTALLATION RULES

1. DBS antennas/satellite dishes that are eighteen (18) inches or less in diameter may be installed. DBS antennas/satellite dishes designed to receive satellite signals which are larger than eighteen (18) inches are prohibited. Not more than one (1) DBS antenna/satellite dish may be installed per home.
2. DBS antennas/satellite dishes must be installed solely in the homeowners' home or on the deck or patio of the home, as designated in the Declaration and By-law's of the Guard Hill Homeowner's Association, Inc. (the "Association"). Installation on the Common Area is prohibited, even if an acceptable quality signal cannot be received from an individually-owned home, deck or patio. DBS antennas/satellite dishes shall be located in a place shielded from view from outside the community or from other homes to the maximum extent possible; provided, however, that nothing in this rule would require installation in a home or on a deck, or patio where an acceptable quality signal cannot be received. The Board of Directors of the Association, will consider, on a case by case basis, the installation of a DBS antenna/satellite dish on the exterior of the home, or on the Homeowner's lot, in the event that an acceptable quality signal cannot be received from within the home or on the deck or patio.
3. If acceptable quality signals can be received, without unreasonable delay or unreasonable cost increase, by placing the DBS antenna/satellite dish on the patio or deck servicing the homeowner's home, then the DBS antenna/satellite dish must be installed on the patio or deck. It shall be freestanding and shall not exceed 4.5 feet in height. If acceptable quality signals cannot be received by placing the DBS antenna/satellite dish on the homeowner's patio or deck servicing the homeowner's home, the DBS antenna/satellite dish may be installed on the chimney servicing the homeowner's home upon receipt of written approval from the Board of Directors, as to the specific manner of such installation.
4. DBS antennas/satellite dishes must not encroach upon any common areas or any other homeowner's home or lot.
5. DBS antennas/satellite dishes shall be no longer, nor installed higher, than is absolutely necessary for reception of an acceptable quality signal.
6. DBS antenna/satellite dishes must be installed by a licensed and insured professional that must provide the Association with an insurance certificate listing the Association as a named insured prior to installation. The purpose of this rule and regulation is to ensure that DBS antennas/satellite dishes are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.

7. All installations shall be completed so they do not materially damage the home, deck or patio, or void any warranties of the Association, or in any way impair the integrity of the buildings.
8. DBS antennas/satellite dishes must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the DBS antennas/satellite dishes, including damage from wind velocity.
9. There shall be no penetrations of the exterior of the home unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of DBS antenna/satellite dish installation. If penetration of the exterior of the home is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule and regulation is to prevent structural damage to the homes, buildings and residences from moisture.

MAINTENANCE

10. Homeowners who install or maintain DBS antennas/satellite dishes are responsible for all associated costs, including but not limited to costs to:
 - a) Place (or replace), repair, maintain, and move or remove DBS antennas/satellite dishes
 - b) Repair damage to any property caused by DBS antennas/satellite dish installation, maintenance or use
 - c) Pay medical expenses incurred by persons injured by DBS antenna/satellite dish installation, maintenance or use
 - d) Reimburse residents or the Association for damage caused by DBS antenna/satellite dish installation, maintenance or use, and
 - e) Restore DBS antenna/satellite dish sites to their original condition.
11. Homeowners shall not permit their DBS antennas/satellite dishes to fall into disrepair or to become a safety hazard or unsightly. Homeowners shall be responsible for DBS antenna/satellite dish maintenance, repair and replacement and the correction of any safety hazard.
12. If DBS antennas/satellite dishes become detached, homeowners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove DBS antennas/satellite dishes at the expense of the homeowner.
13. Homeowners shall be responsible for DBS antenna/satellite dish repainting or replacement if the exterior surface of the DBS antenna/satellite dish deteriorates.

REMOVAL

14. DBS antenna/satellite dish removal requires restoration of the installation location to its original condition. Homeowners shall be responsible for all costs relating to restoration of this location.

SAFETY

15. DBS antennas/satellite dishes shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Homeowners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.
16. DBS antennas/satellite dishes shall not obstruct access to or exit from any home, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Association. The purpose of this requirement is to ensure the safety of Association residents and personnel and safe and easy access to the Association's physical plant.
17. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the homeowner's home.
18. To prevent electrical and fire damage, DBS antennas/satellite dishes shall be permanently grounded.

CAMOUFLAGING

19. So long as painting will not degrade the quality of a signal, DBS antennas/satellite dishes shall be painted to match the color of the structure to which they are installed.
20. Camouflaging DBS antennas/satellite dishes through screening or plants is required if DBS antennas/satellite dishes are visible from the street or other homes.
21. Exterior DBS antenna/satellite dish wiring shall be installed so as to be minimally visible.

ASSOCIATION MAINTENANCE OF INSTALLATION SITES

22. If DBS antennas/satellite dishes are installed on property that is maintained by the Association, the homeowners retain responsibility for DBS antenna/satellite dish maintenance. DBS antenna/satellite must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the homeowners are responsible for all such costs.
23. If maintenance requires the temporary removal of DBS antennas/satellite dishes, the Association shall provide homeowners with 10 days written notice. Homeowners shall be responsible for removing or relocating DBS antennas/satellite dishes before maintenance begins and replacing them afterward. If they are not removed in the required time, then the Association may do so at the homeowner's expense. The

Association is not liable for any damage to DBS antenna/satellite dishes caused by Association removal.

NOTIFICATION PROCESS

24. Any homeowner desiring to install DBS antenna/satellite dish must complete a notification form and submit it to the Association c/o Barhite & Holzinger, Inc. 71 Pondfield Road, Bronxville, NY 10708. If the installation is routine, (located within the home or on the deck or patio) and conforming to all of the above restrictions, the installation may begin immediately upon receipt of written acknowledgment that the Association has received the notification, and received evidence that any municipal or other required permits have been obtained.
25. If the installation is other than routine for any reason, the homeowner and the Association must establish a mutually convenient time to meet to discuss installation methods and to determine the appropriate location of the DBS antenna/satellite dish, which location shall be subject to the approval of the Board of Directors.
26. Any homeowner desiring to install a DBS antenna/satellite dish must also sign a form releasing the Association from liability in connection with the DBS antenna/satellite dish.

TENANTS

27. These rules shall apply in all respects to tenants. Tenants desiring to install DBS antennas/satellite dishes shall obtain prior written permission of the homeowner. A copy of this permission must be furnished with the notification statement and release form.

COSTS

28. In the event that there is disagreement between the Association and homeowner regarding the location of the DBS antenna/satellite dish that is required to receive an acceptable quality signal, then the Association may retain an independent professional to evaluate the homeowner's request, and the costs for the professional will be paid by the homeowner prior to the installation of the DBS antenna/ satellite dish.

SEVERABILITY

29. If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

GUARD HILL HOMEOWNER'S ASSOCIATION, INC.
NOTICE OF INTENT TO INSTALL DBS ANTENNA/SATELLITE DISH
ON INDIVIDUALLY-OWNED AREA

Homeowner(s): _____

Address: _____

If rented, tenant's name (Attach copy of owner's written permission): _____

Telephone (Day): _____ **Telephone (Evening):** _____

Company Performing Proposed Installation: _____

Identify Proposed Installation Location: Deck ☐ Patio ☐

Date installation is proposed to be performed: _____

Please indicate the method of installation: _____

Will the installation be in the home or on the deck or patio, and be in compliance with all Association guidelines (which include manufacturer's guidelines and applicable building codes?) Yes ☐ No ☐

If no, please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation.

I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to Association and other owner's property that occurs due to antenna installation, maintenance, and use.

Signed: _____

Date: _____

AGREEMENT

_____ residing at

_____ (the "Unit"),
in consideration of the Board of Directors of Guard Hill Homeowner's Association, Inc.
(the "Board") permitting the installation of a DBS antenna/satellite dish (the "Satellite
Dish") to proceed hereby:

- (1) Release and forever discharge the Board, its successors and assigns, heirs, executors, administrators, and all other persons, firms, and corporations, from and against any and all liability, damage, claims, demands, rights, costs, judgments, fees, loss or causes of action of whatsoever kind and nature, arising directly or indirectly from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and/or other claims, and the consequences thereof, resulting, and to result, from the installation, removal, or falling of the Satellite Dish, or relating in any manner to the Satellite Dish; and
- (2) Indemnify and hold harmless the Board, its successors and assigns, heirs, executors, administrators, and all other persons, firms, and corporations, from and against any and all liability, damage, claims, demands, rights, costs, judgments, fees, loss or causes of action of whatsoever kind and nature, arising directly or indirectly from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and/or other claims, and the consequences thereof, resulting, and to result, from the installation, removal, or falling of the Satellite Dish, or relating in any manner to the Satellite Dish; and to provide defense for and defend, at their sole expense, any and all claims, demands or causes of action directly or indirectly arising from the installation, removal, or falling of the Satellite Dish, or relating in any manner to the Satellite Dish

In Witness Whereof, the parties have executed this Agreement.

The Board of Directors Guard Hill Homeowner's Association, Inc.

BY: _____

