

Guard Hill Manor H.O.A. Rules & Regulations



Revised: November, 2024

GUARD HILL HOMEOWNERS ASSOCIATION, INC.

Rules and Regulations

**Amended by the Board of Directors
Effective Date: November, 2024**

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 are contained in the By-Laws, Declaration and Offering Plan.

The following material has received careful study and thoughtful consideration by the Board of Directors, and has been reviewed and approved by the Association's attorney. All life, safety, health, and insurance-related portions of this document are as prescribed by or intended to comply with New York State Law.

Under its authority, the Board of Directors has adopted these Rules and Regulations and, pursuant to the authority granted under the By-Laws, 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.

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General

1. No resident should have to suffer discomfort, inconvenience, or expense as a result of a neighbor's actions or neglect.
2. The sidewalk entrances, paths and passages to the buildings and common areas shall not be obstructed in any way.
3. Use of fireworks of any kind on the property is prohibited.
4. In the event of a non-emergency home repair and/or renovation project being conducted by an individual homeowner, all heavy work on the premises must take place on weekdays only. The work can only occur between the hours of 8:30 a.m. and 4:30 p.m. No noise-generating work is to be conducted on weekends or holidays.
5. With regard to underground utility services, including electrical, natural gas, water, and sewer lines, the HOA will be responsible for repairs that are required outside the structural perimeter of the foundation or beyond the end of the structural concrete slab, regardless of where an individual property boundary exists. Repairs and/or related damages that are necessary or required inside the footprint of a home, either above or below the basement slab, are the responsibility of the affected homeowner.
6. After a snowstorm event which requires snow clean up (aka plowing), homeowners and guests using visitors parking are responsible for cleaning their cars and moving them to free up the parking area so it can be plowed.
7. If a homeowner wishes to install an egress window in their basement, a detailed plan must be submitted to the HOA indicating the location of installation, as well as required permits and insurance documents before construction begins. In addition, approval forms for exterior installations and modifications must be submitted (see pages 22/23 of the GH Rules and Regulations)
8. If a homeowner wishes to install a patio under their deck, the unit owner is responsible for all associated costs and appropriate approval forms must be submitted.

General

9. 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 be able to contact you by phone or text message. Please ensure you provide a phone number to the Managing Agent.
10. All radio, television, or other 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 or in connection with his/her unit.
11. Residents shall not make any disturbing noises which will interfere with the rights, comfort, or convenience of other residents. This includes, but is not limited to, musical instruments, radios, televisions, and any remodeling / contractor work.
12. 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.
13. Tag/yard/garage/estate sales or auctions are not permitted without prior written consent of the Board via the Managing Agent. Residents are responsible for removing sale signs within 24 hours of the event. They are also responsible for any damage done by placing the signs on Guard Hill Manor fixtures and/or common areas.
14. Prior written consent from the Managing Agent must be received to install or erect temporary structures of any kind.

General

15. 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.)
16. 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.
17. Common areas and lots are to be kept free of rubbish, debris, and other unsightly or hazardous materials. No, bicycles, children's toys, or recreational equipment, or other household or automotive materials may be stored on the lawns, patios and under decks. Outdoor furniture and gas grills must be kept on decks and patios only.
18. All unit owners shall be responsible for any damages, penalties and fines incurred by themselves, their families, guests, tenants, or contractors.
19. 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.
20. To replace mailbox keys, a locksmith should be contacted, and, if required by the United States Postal Service, a meeting scheduled with a local USPS representative. The Board or Managing Agent do not have spare keys for mailboxes.

Requests for Exterminating Services (EXTERIOR ONLY)

Guard Hill Manor HOA maintains a service contract with JP McHale for exterior exterminating on an “as needed” basis. For the quickest response and service, unit owners should communicate directly with JP McHale; please do not contact Management. Residents should use the following information to contact JP McHale:

- Direct Phone - 914-788-4482
- Email - commercialsupport@nopests.com

In order for JP McHale to provide prompt service, residents must furnish the following information for each request

- The property name: Guard Hill Manor HOA, Mt Kisco, NY
- The unit address
- The best telephone number to be called back
- The specific location of where the service is required (email photos as needed)

As noted above, the HOA contract includes exterior treatments only (e.g. ants, bees, wasps, etc.). If a unit owner requires interior exterminating services for pests (ants, bees, etc.), the cost for this service will be the responsibility of the unit owner, and you are free to select your own exterminator. Please note, per JP McHale, if you have a problem with ants or other insects located inside the home, treating the exterior of the home will not be the solution.

Automobiles and Parking

1. 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. Chronic violators may be subject to additional or increased fines.
2. Parking violators will receive warning notices. Should violations continue, the vehicle will be towed / booted at the owner's expense and a fine incurred.
3. 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.).
4. Each unit is allotted two parking spaces: the garage and the driveway in front of the garage.
5. Parking on any streets, circles, lawn area, and cul-de-sacs is prohibited, except in those areas on Canterbury Way where the road had been widened specifically to accommodate visitor on-street parking. (This also means no parking in front of dumpsters or mailboxes.)

Automobiles and Parking

6. 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.
7. 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, other recreational vehicles, or vehicles with advertising / signage on the side is prohibited.
8. 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 of these items is not allowed on patios or decks.)
9. Outdoor parking of any unregistered, unlicensed, uninspected, or uninsured vehicle is prohibited. Vehicles in violation of this rule will be removed at the unit owner's expense.
10. Cars parked in the common lots - residents will be required to move cars periodically so that repairs to those areas can be made, and also for snow removal and cleaning of parking areas.
11. Automotive repairs are not permitted in driveways or common areas, except for emergencies.

Alterations:

1. Propane tanks are not permitted unless they are solely being used for gas grills and must not exceed 20-lb. cylinder capacity.
2. **Portable generators are expressly prohibited. Violators will be fined \$250.00/day for failure to comply.**
3. Entrances and decks shall not be altered in any way without the prior written consent of the Board. Access steps to yards from decks or doors shall not be installed, removed, or altered. Awnings, screen doors, privacy fences (other than those originally installed by the developer), and/or similar devices are not permitted. Railings may be added to the front steps only with Board approval.
4. 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 work, 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:
 - ❑ Patios shall be constructed of red brick, bluestone or interlocking pavers of similar colors and dimensions as those already in use for patios at Guard Hill.
 - ❑ Patios shall be installed beneath existing decks and be no wider than the deck above but may extend up to four (4) feet beyond the limit of the deck toward the rear of the lot. As most decks measure 14 feet wide by 8 feet deep, the permitted patios should 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.)

Alterations:

5. 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) are required and shall be replaced if damaged or missing. (Replacement mullions may 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. Approval by the Village of Mount Kisco Building Department is also required.
6. Storage sheds, hot tubs, exterior fireplaces, fire pits, and/or water features/ fountains are not permitted.
7. Additional privacy fences and exterior masonry additions are not permitted.
8. 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 **(see Addendum #1 pgs. 35-36)**.
9. 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.).

Alterations:

10. Unit owners shall not make any structural additions or alterations outside his/her unit or to common areas.
11. Internal improvements to or interior alterations of 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.
12. Additional exterior lighting fixtures and house numbers, other than as originally installed, 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.
13. Name signs and advertisements shall not be installed on buildings or as freestanding signs.
14. A front door knocker may be installed provided that it is consistent with the architectural character of Guard Hill (i.e., 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.
15. 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. Mount Kisco Village code specifies that the addition of a second stove in the dwelling constitutes a multiple family usage and is NOT permitted in Guard Hill Manor.

Garages:

1. Garages shall not be converted into living space, nor should the space be used for storage preventing the garage from being used for an automobile. Garages shall not be changed in dimension by the addition, alteration, or relocation of interior walls.
2. Regarding replacement of garage doors, please see pages 28-29. Note: the cost of replacing a garage door is the responsibility of the homeowner.
3. Flammable items, or any other articles, which could cause damage or increase insurance liability, are not permitted in the garages.
4. 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 - Homeowners who wish to change or add to the plantings (trees, shrubs, or bushes) on their lot must submit a plan to the Board of Directors and receive written approval. Homeowners may wish to consult with the Association's landscaping contractor, as the contractor is generally familiar with the types of plantings that have been used and found around Guard Hill, and knows which plantings have the greatest likelihood of survival under various conditions. Homeowners 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 (trees, shrubs, bushes) on a homeowner's lot require replacement, the homeowner will be responsible for the cost of 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. Homeowners may wish to use the Association's contractor to perform the work or another reputable landscaping contractor of their choice. Again, all landscaping contractors must provide evidence of liability insurance 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 the Board appreciates all such efforts. Consideration of neighbors and choice of flowers is cautioned. Flowers should not be planted too close to lawn areas as damage could occur during lawn mowing. Roadway visibility shall not be obscured/obstructed by the addition of any new plantings.
4. Property Maintenance – The cost of removal and replacement of 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, it will 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 to maintain its high-quality appearance.
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 on an as needed basis. These areas include, but are not limited to, the entrance to Guard Hill, around the ponds, etc.
6. Planting Bed Mulching - The Board will review the need to mulch the planting beds on the individual lots annually. 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. Unit owners who wish to improve the property by additional landscaping must have their written plans approved in writing by the Board of Directors. Those who make such landscaping improvements are required to maintain these improvements at their cost and expense.
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 used.
 - d. Written approval from the owners of adjoining properties.
 - e. An insurance certificate from the contractor who will perform work.
 - f. Permits from local authorities and/or utility companies, if required by the nature of the work.

Private vegetable/herb gardens are not allowed in any area of Guard Hill. Vegetables/herbs may be grown in containers on patios and decks.

3. Private vegetable/herb gardens are not allowed in any area of Guard Hill. Vegetables/herbs may be grown in containers on patios and decks.
4. If shrubs are damaged by snowplowing during winter months, the homeowner must contact the 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, newspapers 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 aerials, satellite dishes, air-conditioners, fans, or other objects shall not be attached to or hung from the exterior of any building or building roof without permission of the Managing Agent. In addition, none of the aforementioned are to be 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 or matching 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. 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).

Satellite Dish Antennas

Satellite Dish antennas shall comply with the rules set forth in **Addendum #2** (pgs. 37-44).

Fireplaces and Heaters

1. **Barbecuing/grilling in the fireplace is strictly prohibited.**
2. 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.
3. Fireplace chimneys will be required to be inspected and cleaned every five (5) years. This requirement is necessary for the HOA's insurance policy compliance. The HOA maintains a list of contractors that are licensed to do this work, but homeowners are free to select any licensed contractor of their choice. Homeowners will be required to email, fax, or send via US mail, proof that the inspection and cleaning has been done to the Managing Agent. Failure to do so will result in a \$100.00 fine per month.
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.

Fireplaces and Heaters

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. cylinder capacity.
9. The use of charcoal grills on decks or within ten feet of the buildings is prohibited.
10. Smoke detectors and carbon monoxide detectors must be installed in each unit and must be maintained according to fire regulations. Repairs or replacement should be made as needed. It is recommended that unit owners install and maintain an approved fire extinguisher in his/her home.
11. No wood burning stoves or additional fireplaces may be installed inside the unit or outside the unit without Board approval.

Dryer Vent Cleaning

Dryer vents are required to be inspected and cleaned every three (3) years. This requirement is necessary for the HOA's Insurance policy compliance. The HOA is providing a list of contractors that are licensed to do this work, but homeowners are free to select any licensed contractor of their choice. Homeowners will be required to email, fax or send US mail proof that the inspection and cleaning has been done to the Managing Agent. Failure to do so will result in a \$100 fine per month.

Dryer Vent Cleaning

Additionally, unit owners are responsible for the maintenance and repair of all external vent covers, as they are an extension of equipment installed inside the unit. This obligation is similar to homeowner responsibility for garage/front doors, house numbers, light fixtures, windows, screens, air conditioners, etc.

Refuse and Recycling

All residents must comply with current Mount Kisco regulations and schedules pertaining to the collection and separation of refuse and recyclables.

1. Recyclables (glass, metal, and plastic containers) are collected every **Monday**. Put out your blue bins on Sunday evening after 5:00 pm and bring them in no later than Tuesday evening.
2. Newspaper/corrugated box collection is every **Tuesday**. (Corrugated cardboard is the laminated cardboard with the "wavy" layer in the middle.) Put newspapers or cardboard outside the dumpster sheds on Monday evening after 5:00 pm.
3. Refuse is collected every **Thursday**. All refuse must be in closed plastic bags when put in the dumpsters.
4. Do not place newspapers, corrugated cardboard or recyclable glass, metal, or plastic in the dumpsters or inside the dumpster sheds.
5. No garbage is to be left outside dumpsters, on top of dumpsters, or outside dumpster enclosure doors.

6. Construction materials 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.

❑ **Bulk Pick-Up: BY APPOINTMENT ONLY!**

April through September – Mondays Only – There is one cleanup per residential property allowed per year. Items should be placed at the end of your driveway the night before pick up. Items are **NOT** to be placed by the dumpster and must remain within your unit/garage until the night before pick up. To schedule a pick up, call 914-864-0021.

Please Note: Tires, car batteries and electronics can be dropped off at the highway department during the day for proper disposal. **DO NOT leave these items in the dumpster shed or surrounding area.**

7. Dumping of chemicals, paints, and/or draining oil or unsanitary fill is not allowed on the property. Violators will be reported to appropriate EPA/governmental agencies.
8. Dog or cat waste must be tied in bags before being deposited in dumpsters.
9. If any recycling fines or additional refuse removal costs are incurred, the responsible homeowner will bear these costs.
10. 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), or wildlife in any part of Guard Hill is not permitted. Stray animals should be reported to the local Animal Warden.
6. Bird feeders are allowed, but the number is restricted to one per household.
7. Pet owners must restrict their pets (cats and dogs) when the pets are "relieving" themselves. Pets should not be permitted to "relieve" themselves on front and back lawn areas, shrubs, or bushes.
- 8. Owners must contemporaneously pick up after their pets.**
9. Owners will be responsible for any damage caused by pets relieving themselves on mailboxes or streetlights.
10. Animals are not permitted within the recreational facilities or surrounding areas and cannot be tied to the pool house, pool or tennis court fences, or any trees or structures or other common areas on Guard Hill property.
11. Residents shall not allow their pets to cause or create a nuisance or unreasonable disturbance to the comfort or peace of any person in the vicinity by continued or frequent noise.
12. The breeding of animals at Guard Hill is prohibited.

Outdoor Recreation

1. Children under the age of 12 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. Fishing, 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. The operation of unlicensed motorized scooters, cycles, ATVs, and the like is strictly prohibited on all Association property.
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 sun-down.
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 wear proper footwear while in the tot lot area and/or using the equipment therein.
5. No glass containers are allowed in the tot lot area.

Pool

1. The pool is available exclusively for Guard Hill residents and their guests.
2. The lifeguard must be obeyed at all times. The lifeguard has the authority to restrict pool privileges for anyone in violation of the pool rules. The lifeguard has the authority to close the pool for inclement weather conditions or any other reason with the approval of the Managing Agent.
3. The pool is open for swimming **only** when a lifeguard is on duty. Swimming is prohibited while the lifeguard is on break or otherwise not present.
4. There will be a \$100.00 fine imposed on anyone found inside the pool area if there is not a lifeguard on duty.
5. Smoking is **not** permitted in the pool area.
6. **No** loud radios, diving, running, or rough housing is permitted.
7. **No** alcoholic beverages are allowed in the pool area.
8. **No** glass containers are allowed in the pool area.
9. For health and safety reasons, food of any kind is **not** permitted in the pool area.
10. **No** pets are permitted in the pool area.
11. Children under the age of twelve (12) must be supervised by a parent or guardian at all times.

Pool

12. Babies in diapers are **not** permitted in the pool.
13. All guests must be accompanied by a Guard Hill resident.
14. Rafts, floats, tubes, balls, or snorkels are not allowed.
15. Behavior that annoys or endangers pool users is not permitted.
16. Persons with infections of any kind are not permitted in the pool.
17. Swimmers must wear appropriate swim attire (jeans, shorts, t-shirts are prohibited).
18. The association, board, managing agent and lifeguard are not responsible for personal property in and around the pool area.
19. Chaise lounges provided by the association are available on a first come, first served basis. Lounges unattended for ½ hour or more will be made available to other residents or their guests.
20. Adult swim: (over 18 years of age)
 - Weekdays - 7:00 p.m. – 8:00 p.m.
 - Weekends - 6:00 p.m. – 7:00 p.m.

Court Areas

1. The basketball and tennis courts are available to Guard Hill residents and their guests on a first come, first served basis.
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 is to be used exclusively for playing tennis. No food, alcoholic beverages, smoking, baby carriages, pets, toys, bicycles, skateboards, skates, etc. are allowed on the tennis court.
5. Appropriate smooth-soled tennis shoes must be worn to preserve the court surface. Jogging shoes or bare feet are prohibited.
6. Play will be limited to one hour for singles and one and one 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.
7. Children under 12 must be accompanied and actively supervised by an adult.

Complaints

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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 are the enforcement procedures for all rules and regulations at 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, e-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 that hearing, and notify the Board of Directors. Generally, hearings will be held at the next ensuing regularly scheduled meeting of the Board of Directors.

Penalties and Enforcement

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- 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 from receipt of notice, shall be deemed to be guilty of the violation alleged in said notice and must pay the fine imposed by the Board.
- 2. Unit owners are responsible for all violations by their tenants.
- 3. There shall be a \$50.00 fine if a person is found guilty of a violation of the Rules and Regulations unless another amount is specifically prescribed for a particular violation.
- 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. Each day that a violation continues shall be considered a separate violation and subject to additional fines.
- 6. There shall be an **immediate** \$50.00 fine if a person is found guilty of violating a traffic or refuse regulation. No warnings must 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 entering the pool area outside of 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 monthly assessments and payable by the fifteenth of the month.

Penalties and Enforcement

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10. Any homeowner who is more than 15 days late paying his/her monthly assessments (including any fines), will be assessed a \$25.00 late charge. If assessments are past due for 90 days or more, the Managing Agent will advise the unit owner that the matter will be turned over to the Homeowners Association's attorney for collection. The unit owner shall be responsible for legal fees, court costs, filing fees and disbursements involved in collecting the arrearages, including any outstanding fines.
11. The Board of Directors, at its option, may file a lien and foreclose any filed lien to collect the assessments, including fines, from the unit owner.
12. 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.

Garage Door Replacement

In 2015 the Board of Directors approved the following:

The Board met with several contractors and reviewed multiple material and style options in order to ensure that from and appearance, price and functionality, the door selected would meet our requirements. The door selected has a 9.85 R Factor (measure of thermal resistance) which will provide increased insulation and may help in reducing utility costs. Any vendor may be used if the specified door is available.

Garage Door Replacement

Benefits of Upgrading of Garage Doors:

1. **Energy Cost Reduction** - The new standard garage door will greatly reduce heat loss from the garage. The door is 2 inches thick and has an R-value (insulation rating) of 9.65, one of the highest values available for garage doors. By contrast, the original wooden door provides very little insulation, R-values are not even measured and reported, but most likely they would be in the range of 0.5-1.0. Thus, heat loss from the garage should be greatly reduced with the new door, and the temperature of the bedroom over the garage should be maintained with lowered heating costs.
2. **Reduced maintenance Costs for Exterior of Garage Doors** – The new standard garage door will be virtually maintenance free because of its steel exterior surface. By contrast, the wooden doors have become maintenance intensive because of their age and have required the replacement of rotting panels and painting.
3. **Safety Testing of Motor and Safer Operation if Deficient** – The Board recommends, as part of the garage door installation, that the motor be tested. By law, it must reverse immediately if the door encounters pressure while closing – this is a safety measure that prevents injury to children / people or damage to any object in the way. If the motor fails this safety test, it must be replaced, and, in addition, an infrared beam and detection cell must be installed as a failsafe to reverse the motor if a person or object interrupts the path of the beam while the door is descending. Replacing the motor will be an extra cost but is especially important for safe operation.

Generator Installation

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In 2020, the Board of Directors approved the following:

In order to provide flexibility to the homeowners, while ensuring the health and safety of all of our residents, and in compliance with all requirements imposed by federal, state/local laws, codes, rules and regulations, unit owners will be permitted to select and install a permanent gas generator that meets the requirements of their household during a power outage. The major brands available and suggested at the time of this publication include Kohler, Generac, and Cummins/Onan.

Requirements are as follows:

- a. An exterior alteration form must be submitted to the HOA Board for approval. The alteration form must include the generator's specifications, i.e., KW's, noise output, size, cover material.
- b. The generator must be powered by natural gas and permanently installed.
- c. Homeowners may select a contractor(s) of their choice. All contractors must be licensed and insured. The contractor(s), prior to commencing installation, must provide to the Managing Agent a Certificate of Insurance, naming Guard Hill Manor HOA as additionally insured.
- d. Homeowners in conjunction with their contractors are responsible to obtain all necessary permits from the Village of Mount Kisco Building Department. Please note various inspections will likely be required as the work proceeds to insure adherence to Village Code.
- e. Generators may only be installed at the rear of the unit (or side for end units), where AC units are currently installed.
- f. In the event that trenching is required to hook up to a gas main, the unit owners will be responsible to restore the property back to the pre-trenching state.

Please contact the Managing Agent if you wish to install a generator.

Coventry Unit Entrance Alteration

As all are aware, Guard Hill Coventry model units were not originally constructed with portico coverings at the front door entrance. We have received some interest from Coventry unit homeowners to research the cost and all associated requirements to install such structures on their units. As a result, the Board is in the process of gathering this data.

Requirements are as follows:

- a. All associated costs to install a Coventry portico will be the responsibility of the homeowner.
- b. Homeowners will have the choice to install or not to install a portico on their units.
- c. After porticos are installed, as is done with external maintenance, the HOA will take responsibility to paint, repair/update the structure as required unless damage is caused by the intentional act or negligence of the homeowner.

As soon as all research is complete, to include approved contractor(s), style, etc., the HOA will distribute detailed specifics to all Coventry homeowners for their review and decision if they choose to move forward.

Split Air Conditioning Addition

- a. A solution to provide additional cooling on the upper level of homes is to add a ductless AC Unit to the wall in one of the bedrooms. This unit has the capacity to cool the room with or without running the main unit.
- b. Requirements are as follows:
- c. An exterior alteration form must be submitted to the HOA Board (via the Managing Agent) for approval, including a rendering of how the installation will look on the outside of the home.
- d. All associated costs to install a ductless AC Unit will be the responsibility of the homeowner.
- e. Homeowners may select a licensed and insured contractor of their choice. Prior to commencing installation of the unit, the contractor must provide a Certificate of Insurance (COI) to the Managing Agent, indicating Guard Hill Manor-HOA as an insured party.
- f. The outside condenser unit must be located next to the existing central AC unit, and all hoses/lines from the unit to the inside of the home must be concealed (without any nails penetrating roofing materials).
- g. The homeowner is responsible for any on-going maintenance that is required on the exterior of their property after the installation of the ductless AC Unit (condensers, hoses/lines, covers used to conceal hoses/lines, etc.).

**Guard Hill Homeowners Association
Mount Kisco, NY
Selling Your Home?
You Must Contact the Managing Agent**

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The By-Laws charge all member/owners and the Board of Directors with specific responsibilities in the event of a unit sale. The Managing Agent is responsible for issuing certain documentation in connection with the transfer of lots at Guard Hill Homeowners Association. The resale procedure is as follows:

Seller or Seller's representative must submit to the Managing Agent:

- ☐ Copy of the fully executed Contract of Sale
- ☐ Tentative closing date
- ☐ Payment of all Common and Sundry Charges and any Special Assessments through the end of the month in which the Closing will be taking place
- ☐ Payment of any other charges due the Homeowners Association
- ☐ Check for \$150 payable to Barhite & Holzinger, Inc. (Administration Fee)

Purchaser or Purchaser's representative must submit to the Managing Agent:

- ☐ Signed copy of Acknowledgment Form for Receipt of the Rules & Regulations (copy provided by Agent for purchaser or purchaser's attorney or representative)
- ☐ If financing the unit being purchased, a check for \$75 payable to Barhite & Holzinger, Inc. (Mortgage Financing Fee to satisfy document requirements for lending institution and lender's appraiser)
- ☐ Exact wording of the Endorsement Clause as required by the lender (refer to Mortgage Commitment under "Hazard Insurance" or consult your lender)
- ☐ Completed copy of The Guard Hill Resident Questionnaire (copy provided by Agent for purchaser or purchaser's attorney or representative)

Managing Agent Will Provide the Following to the Seller's Attorney for Closing:

- ☐ Resale Certificate from Guard Hill Homeowners Association consenting to the sale and transfer and confirming up to date status of common charge account
- ☐ Certificate of Insurance name lender

Contact for Managing Agent:

NOTE: PARTIES MUST ALLOW TWO(2) WEEKS FOR PROCESSING

**Barhite & Holzinger, Inc.
Attn: Nancy Rivera (Ext. 315)
71 Pondfield Road
Bronxville, NY 10708
Tel: 914-337-1312
Fax: 914-793-3364**

Guard Hill Homeowners Association – Mt. Kisco, NY - Resident Questionnaire

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Owner's Information:

Unit #/Address:	
Name of Owner(s):	
Owner's Home Phone:	Business Phone 1:
Cell Phone(s):	Business Phone 2:

Tenant Information:

Owner's Address if Non-Resident:	
Owner(s) Home Phone:	Business Phone:
Name of Tenant renting unit:	
Tenant's Home Phone:	Business Phone:

Homeowner/Tenant Vehicle Identifications:

Vehicle 1 Color:	Make:	License Plate:	State:
Vehicle 2 Color:	Make:	License Plate:	State:
Vehicle 3 Color:	Make:	License Plate:	State:

Emergency Contact:

Name:	Submitted by: (print, sign, date)
Address:	
Phone:	
Email Address:	

Pet Identifications (if app.):

Breed:	
Color:	
Name:	

**General Conditions of Approval
For Exterior Installations/Modifications
Guard Hill Manor
Mount Kisco, NY**

Unit Number: _____

The Board of Director's 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, split AC unit, generator, etc.) 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 or Association property/common areas. 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).
 - ☐ 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 resulting/consequential damages.
 - ☐ 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 **(i.e., not in the dumpsters located on Guard Hill property)**.
 - ☐ Material used must be red brick, blue stone, or interlocking pavers
3. You must notify the Managing Agent, in writing, of the date when installation is to commence, and when it is completed, so that the work may be inspected.

Exterior Installations/Modifications

4. Once you commence the project, 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. You will be responsible for the proper maintenance of all improvements constructed.
10. 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.
11. 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 on the homeowners' home or on the deck or patio of the home, as designated in the Declaration and By-laws 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. Under no circumstances will the dish be permitted to be installed on the roof.
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. Under no condition may the satellite dish be installed on the roof, as this would invalidate the roofing warranty.
4. DBS antennas/satellite dishes must not encroach upon any common areas or any other homeowner's home or lot.

DBS Antennas/Satellite Dishes

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.

DBS Antennas/Satellite Dishes

Maintenance

10. Homeowners who install or maintain DBS antennas/satellite dishes are responsible for all associated costs, including but not limited to costs to:
11. Place (or replace), repair, maintain, and move or remove DBS antennas/satellite dishes
12. Repair damage to any property caused by DBS antennas/satellite dish installation, maintenance, or use
13. Pay medical expenses incurred by persons injured by DBS antenna/satellite dish installation, maintenance, or use Reimburse residents or the Association for damage caused by DBS antenna/satellite dish installation, maintenance, or use
14. Reimburse residents or the Association for damage caused by DBS antenna/satellite dish installation, maintenance, or use, and
15. Restore DBS antenna/satellite dish sites to their original condition
16. 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.
17. 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.
18. Homeowners shall be responsible for DBS antenna/satellite dish repainting or replacement if the exterior surface of the DBS antenna/satellite dish deteriorates.

DBS Antennas/Satellite Dishes

Removal

19. 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

20. DBS antennas/satellite dishes shall be installed and secured in a manner that complies with all applicable municipal 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.
21. 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.
22. 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.
23. To prevent electrical and fire damage, DBS antennas/satellite dishes shall be permanently grounded.

DBS Antennas/Satellite Dishes

Association Maintenance of Installation Sites

24. 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.
25. 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

26. Any homeowner desiring to install DBS antenna/satellite dish must complete a notification form and submit it to the Managing Agent. 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.
27. 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.
28. 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.

DBS Antennas/Satellite Dishes

Tenants

29. 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

30. 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

31. 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

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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 following 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: _____

Guard Hill Homeowner's Association, Inc.
Notice of Intent to Install DBS Antenna/Satellite Dish

AGREEMENT

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_____ 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: _____

Managing Agent Contact:
Barhite and Holzinger
71 Pondfield Road Bronxville, NY 10708
914-337-1312
www.barhiteandholzinger.com

