

RIVERVIEW CONDOMINIUM
60 Hudson View Hill
Ossining, New York 10562

ARTICLE I: APPLICATION OF RULES AND REGULATIONS

- 1.1 The Rules and Regulations of the Condominium, as they may be amended from time to time, shall apply to all present and future Unit Owners, their Lessees, guests, invitees, or any other person who might use the facilities with their consent.
- 1.2 The mere acquisition, rental or occupancy of any of the Condominium Units shall signify that these Rules and Regulations, as may be amended from time to time, are accepted, ratified and will be fully complied with. It is the responsibility of each owner to read these rules and to ensure that their tenants and guests comply.

ARTICLE II: COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS

- 2.1 Except as hereinafter provided, the term *Common Elements* shall have the meaning as set forth in the Declaration establishing the Condominium.
- 2.2 As used herein, the term *Restricted Common Elements* shall include, but not be limited to the backyards, gardens, terraces and patios adjacent to and part of a particular unit.
- 2.3 The *Common Elements* of the Condominium shall be used by all Unit Owners and Lessees in accordance with the restrictions as hereinafter set forth.
- 2.4 The *Restricted Common Elements* of the Condominium shall be used only by the Unit Owners and Lessees whose units are adjacent thereto and by their guests and invitees.

ARTICLE III: ALTERATIONS AND MODIFICATIONS OF A UNIT; STRUCTURES ON COMMON ELEMENTS AND RESTRICTED COMMON ELEMENTS

- 3.1 No alterations or modifications may be made to the exterior of a Unit without the prior written consent of the Board of Managers. By way of illustration, and not definition, such alterations or modifications shall include gates, fences, window awnings, overhangs and painting the exterior portion of a Unit.
- 3.2 All screens, storm doors, windows and skylights, which are part of the exterior of a Unit, shall be uniform. Any Unit Owner or Lessee who installs a screen, storm door, window or skylight which is not uniform (i.e., does not conform in color or style) shall be required to remove it at his/her own cost and expense.
- 3.3 Within each Unit any alterations which would impair the structural soundness of the building of which it is a part shall be prohibited.
- 3.4 Erection of sheds, garages, clotheslines or other structures on either the *Common Elements* or the *Restricted Common Elements* shall not be permitted.
- 3.5 No clothes, laundry or other objects shall be hung outside or on the exterior portion of a Unit.
- 3.6 Nothing herein shall be deemed to limit the provisions of Article VIII, Section 8 of the Condominium By-Laws.
- 3.7 Satellite dishes may be inconspicuously installed on the side of a homeowners unit only. It may not be attached to the roof or to another homeowners unit. If any complaints are received regarding a particular satellite dish, the homeowner will be asked to remove the dish at their own expense.
- 3.8 Any change, repair and/or maintenance to either the common elements or the restricted common elements that any unit owner or lessee believed to be necessary shall be requested or reported promptly in writing to the Board of Managers. The Board then, in its sole discretion, shall approve or effect such change or repair or authorize the unit owner or lessee to do so. No change, repair or maintenance shall be performed without the knowledge and consent of the Board of Managers.

ARTICLE IV: PLANTING OF SHRUBS, TREES, FLOWERS, ETC.

- 4.1 The planting or placement of shrubs, trees, flowers and objects shall be restricted as follows:
- (a) A Unit Owner or Lessee may plant any shrub, tree, or flower, or place any object in any area within four (4) feet of the exterior wall or stairs of his/her Unit.
 - (b) A Unit Owner interested in planting any shrub, tree or flower, or altering the present landscaping beyond four (4) feet of his/her Unit must submit plans to the Board of Managers for written approval.
 - (c) Any shrub, tree, flower or object planted or placed by a Unit Owner or Lessee shall not exceed one (1) foot in height and shall not impede or restrict the maintenance of the Common Elements adjacent thereto.
 - (d) The maintenance of any shrub, tree, flower or object planted or placed by a Unit Owner or Lessee shall be their sole responsibility. In the event the shrub, tree, flower, or object becomes unsightly or unkempt, it shall be immediately removed at the sole cost of such Unit Owner or Lessee.
 - (e) When planting/placing shrubs, trees, flowers or objects Unit Owners and Lessees shall have due regard for the overall landscaping scheme and esthetics of the Condominium. In the event a Unit Owner or Lessee plants/places a shrub, tree, flower or object which is out of character with the Condominium as a whole, the Board of Managers shall have the right, in its sole discretion, to cause the Unit Owner or Lessee in question to remove such object and restore the ground to its original condition, all at his/her sole cost.
 - (f) There shall be no hanging plants/pots on balconies.

ARTICLE V: TRAFFIC REGULATIONS

- 5.1 As used herein, the term *Designated Parking Spot* shall mean that parking spot, parking shed or garage whose use is restricted to a particular Unit Owner or Lessee.
- (a) *Designated Parking Spots* may be used only by the Unit Owner or Lessee in question and his/her guests or invitees. No other Unit Owner or Lessee, or their guests, shall use or obstruct such *Designated Parking Spot* without the permission of the particular Unit Owner or Lessee.
 - (b) It shall be the responsibility of a Unit Owner or Lessee to advise his/her guests of the restricted use of *Designated Parking Spots*, and when necessary, to cause his/her guests' automobiles to be moved.
 - (c) Storage is prohibited in the parking areas including (but not limited to) inoperable, uninsured or unregistered motor vehicles, boats, trailers, and jet-skis.
- 5.2 Guest parking shall be in all parking spots other than *Designated Parking Spots*.
- 5.3 Automobiles and other motor vehicles shall be driven within the Condominium complex at no more than 15 miles per hour. Pedestrians and bicyclists have full right-of-way within the Condominium complex.
- 5.4 Hudson View Hill, inclusive of the cul-de-sac, has been declared a fire lane by the Village of Ossining. Therefore, no automobiles or other vehicles may be parked on the roadway.
- 5.5 Repairs and/or maintenance of motor vehicles anywhere on condominium property are prohibited.

ARTICLE VI: TRASH AND GARBAGE DUMPSTERS

- 6.1 In order to ensure the health and safety of the Unit Owners and Lessees, all garbage (other than recyclables) shall be placed in a sealed plastic trash bag deposited in a Dumpster, and shall not be left out of the dumpsters. Also, lids on the garbage dumpsters must remain closed at all times.

- 6.2 All recyclable material shall be placed in the proper receptacles located on the north side of Hudson View Hill near the entrance. All cardboard must be flattened. **No pet waste** may be deposited with the recyclables.
- 6.3 Pick-up of Bulk items is on **TUESDAY**. Articles may be placed outside each garbage shed on **MONDAY EVENING ONLY**. Only acceptable bulk items will be removed. Propane tanks, paint cans, construction debris, computer monitors, TV's and the like are **not acceptable**.

ARTICLE VII: OUTDOOR COOKING AND BARBECUING

- 7.1 Barbecuing and other outdoor cooking in the Condominium shall be restricted as follows:
- (a) Barbecuing and cooking on terraces/balconies shall be permitted only when a gas or electric grill is used.
 - (b) Charcoal grills are permitted on patios and backyards. However, Unit Owners and Lessees must exercise extreme caution when using lighter fluid for barbecuing. The fact that the Condominium is composed of wood frame buildings presents a very real fire hazard.

ARTICLE VIII: USE OF TERRACES/BALCONIES

- 8.1 The use of terraces/balconies by Unit Owners and Lessees shall be restricted as follows:
- (a) There shall be no unsightly objects or articles kept or stored on the terraces/balconies
 - (b) No objects shall be kept on the terrace railing, except flower boxes which must be properly secured.
 - (c) There shall be no hanging of laundry from the terrace/balcony.

ARTICLE IX: NUISANCES

- 9.1 All Unit Owners and Lessees shall conduct themselves in such a manner as to avoid being a nuisance to other Unit Owners or Lessees or interfering with the peaceful possession and proper use of the Condominium and their Units.

ARTICLE X: POOL RULES

- 10.1 Use of the pool is restricted to Riverview residents and their guests and is limited to two adult residents, resident children and no more than two guests. All persons entering the pool area shall register with the Pool Attendant. Residents must accompany their guests while at the pool.
- 10.2 Before using the pool each year, residents must sign a pool waiver document. If this document is not signed, then the resident and their guests cannot use the pool area.
- 10.3 Our pool is monitored by Pool Attendants. We do not employ Lifeguards. It is important for your safety to obey posted Pool Rules and the attendant on duty. In the event of an emergency, dial **911** using the phone provided by the entry gate.
- 10.4 No private parties are permitted.
- 10.5 No glass, pets, bicycles or balls (other than those appropriate for water play) are permitted in the pool area.
- 10.6 No pushing, running or diving is permitted.
- 10.7 No radio or TV playing is allowed without the use of headphones.
- 10.8 Proper bathing attire required. Nude bathing is not permitted.

- 10.9 A responsible adult must accompany anyone under the age of Eighteen (18), unless a waiver is signed by the parent or guardian for a child Sixteen (16) to Eighteen (18) years of age only. The waiver must be kept on file with the pool attendant.
- 10.10 No Smoking is permitted in the pool area.
- 10.11 There shall be no admittance to the pool area unless the Pool Attendant is present.

ARTICLE XI: TENNIS COURT RULES

- 11.1 No private parties are permitted.
- 11.2 Glass, food, pets, bicycles, skates, and the like are not permitted on the court.
- 11.3 Use of the court is restricted to Riverview residents and their guests on a first-come first-served basis and
- 11.4 There must be at least one resident in each group of players.
- 11.5 A responsible adult must accompany anyone under the age of ten (10).
- 11.6 Tennis Court closes at dusk.
- 11.7 No music, radios and the like are allowed to be played.
- 11.8 No Smoking is permitted in the tennis court area

ARTICLE XII: USE OF COMMON ELEMENTS

- 12.1 None of the *Common Elements* such as parking areas, lawns or the roads may be used by Unit Owners or Lessees for private parties or other similar uses, except for association sponsored events.

ARTICLE XIII: PETS OR OTHER ANIMALS

- 13.1 No dog, cat or other animal owned or controlled by a Unit Owner or Lessee shall be permitted on the *Common Elements* or *Restricted Common Elements* unless such dog, cat or other animal is secured by a leash and under the control and supervision of its owner, or other responsible party.
- 13.2 All Unit Owners or Lessees shall be responsible for the waste matter and other litter of the dog, cat or other animal owned or controlled by them, and shall remove and dispose of same in a sanitary manner.
- 13.3 No dog, cat or other animal owned or controlled by a Unit Owner or Lessee may be secured by a leash or otherwise to any of the *Common Elements* or *Restricted Common Elements* of the Condominium. By way of illustration of the foregoing, but not limitation, no dog, cat or other animal may be secured to the exterior portion of a building or to a fence located on the *Common Elements* of the Condominium.
- 13.4 No dog, cat or other animal owned or controlled by a Unit Owner or Lessee shall be allowed on the tennis court or in the pool area of the Condominium.
- 13.5 No dog, cat or other animal owned or controlled by a Unit Owner or Lessee shall be allowed, by reason of noise or otherwise, to disturb other Unit Owners or Lessee.
- 13.6 No dog, cat or other animal owned or controlled by a Unit Owner or Lessee shall be fed outside. Further, no feeding of any animals may take place on the premises. By way of illustration of the foregoing, no feeding of wild birds is allowed.
- 13.7 Notice of violation of this Rule by either a Unit Owner or Lessee shall be given to the Board of Managers. Upon receipt of such notice, the Board shall give notice thereof to the Unit Owner in question and such Unit Owner shall be permitted to answer the alleged violation, whether it is directed toward the Unit Owner

or his/her Lessee. Should, in the sole discretion of the Board, such an explanation be insufficient or should the Unit Owner fail to provide an explanation, then the fines set forth herein shall be assessed without further notice.

ARTICLE XIV: TEMPORARY ALTERATIONS OF A UNIT

- 14.1 Window air conditioning units are permitted during the months of May through October only. Units must be removed from windows from November through April.
- 14.2 Window air conditioning units may **not** be affixed to the exterior of the building. This includes, but is not limited to; installing brackets, bracing or a support platform. All units must be properly secured from the inside of the homeowners unit.

ARTICLE XV: COMMON CHARGES – LATE FEES

- 15.1 Common charges are due the first day of each month and payable, in U.S. funds, to Riverview Condominium Association. Invoices will not be sent. Any Unit Owner whose monthly common charge payment is more than fifteen (15) days past due will incur a late fee of \$25.00. All correspondence and payments should be placed in the first mailbox {#1} on the left as you enter the complex or mailed to 60 Hudson View Hill Ossining, New York 10562.
- 15.2 On the first of each month any Unit Owner with an undisputed amount ninety (90) days past due will be assessed an additional late fee of \$50.00. In each such case, the Board of Manager shall send either an email, regular and certified letter or hand deliver a letter to the Unit Owner.
- 15.3 On the first of each month, any Unit Owner with an undisputed amount one hundred and twenty (120) days past due will be sent for collections. All fees, fines and penalties associated with the collection process will be the responsibility of the Unit Owner. The Unit Owner will receive a letter from legal counsel representing the Condominium Association.
- 15.4 On the first of each month, any Unit Owner with an undisputed amount one hundred and eighty (180) days past due will be subject to foreclosure. All fees, fines and penalties associated with the foreclosure process will be the responsibility of the Unit Owner.
- 15.5 Any payment received and returned unpaid by the bank will be assessed a \$30.00 charge plus the amount of any bank service fees incurred by the condominium association. Further, if the check is not replaced with good funds prior to the original due date of the item for which is paid, then a \$25.00 late fee will also be incurred.
- 15.6 All payments received will be applied to the oldest items first, including common charges, fees, fines or other assessments.

ARTICLE XVI: VIOLATIONS

- 16.1 Whether the responsible party is a Unit Owner, the Lessee of a Unit or the guest of either, all fines will be assessed against the Unit Owner. Unit Owners are responsible for ensuring that their Lessees and guests comply with the Rules and Regulations of the Condominium.
- 16.2 Any violation of the regulations described herein shall result in fines assessed according to the following at the Board of Managers sole discretion:
 - FIRST VIOLATION: \$25.00
 - SECOND VIOLATION: \$50.00
 - THIRD VIOLATION: \$100.00
- 16.3 Violations of any other rules not specifically described above shall result in such fines and/or penalties as will be determined by the Board of Managers.