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370 Westchester Ave. Corp.  
Port Chester, NY 10573

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# **THE WINDSOR HOUSE RULES**

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Revised April 2015

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# Table of Contents

<b>Introduction</b> .....	3	<b>Other Areas of the Building</b> .....	18
Ownership Rights of the Shareholder		Storage Room	
Rights of the Corporation		Equipment Rooms, Operational Rooms	
Administrative Charges Schedule		and Roof Access	
Building Staff			
Reporting an Apartment Problem to Staff			
<b>Apartment Living: Rules and Guidelines</b> .....	6	<b>Waste, Disposal and Recycling</b> .....	19
Apartment Occupancy		Items to Dispose through Compactor Chute	
Homeowners Insurance Requirements		Items Forbidden in Compactor Chute	
Noise		Do not Leave the following items in	
Carpeting Requirements		Compactor rooms	
Maintaining Appliances		Designated Bins in the Compactor Room	
Liquid and/or Chemical Drain Cleaners		Items to Dispose in Dumpster	
Bedbug Extermination		Items Forbidden in Dumpster	
Standard Extermination Services		Curbside Disposal	
Apartment Repairs (Excluding Alterations)		Items not allowed in Curbside Disposal	
Apartment Keys		County Household Material Recovery	
Apartment Doors		Program	
Showings, Exhibitions and Open Houses			
Windows and Building Exteriors		<b>Parking Rules and Reference Guide</b> .....	22
Balconies		General Parking Information	
<b>Safety and Fire Precautions</b> .....	9	Resident Parking: Hanging Tag Permits	
<b>Residential Sublease Policy</b> .....	10	Visitor Parking	
General Guidelines		Professional Tenants and their Employees	
<b>Pet Policy</b> .....	10	Booting and Towing	
<b>Repairs, Alterations and Renovations</b> .....	11	Vacation and Seasonal Considerations	
Repairs			
Alterations & Renovations		<b>Pool Rules</b> .....	26
Rules for All Renovations			
<b>Moving In and Out</b> .....	14		
Procedures			
Move In/Out Deposit			
Certificates of Insurance from Moving Co.			
Moving Instructions and Guidelines			
Inspection for Damages			
Return of Deposit Fees			
<b>Deliveries</b> .....	15		
Small Packages			
Large Items			
Self-Transported Items			
<b>Common Areas</b> .....	16		
Building Security / Residents' Safety			
Personal Behavior			
Decorating			
Welcome Mats			
Communications			
Laundry Rooms			
Building Grounds			

# **INTRODUCTION**

The Corporation has established House Rules: rules and regulations aimed at protecting residents' safety and quality of life, without undue disruption, or inconvenience. These House Rules are necessary to protect our common investment, our homes, and our peace of mind. They are designed to permit all residents to live comfortably together and to protect the physical integrity of the building for the benefit of its residents and shareholders.

All residents (shareholders, sub-tenants and guests) and commercial tenants must follow these House Rules. These rules override any lease which a shareholder may have with a respective tenant and shall be specifically incorporated by reference in all such leases. Please read these rules carefully and follow them. **Violators are responsible for administrative charges (see schedule below), as well as all legal fees incurred due to legal remedies or actions taken for violations of the House Rules.**

## **OWNERSHIP RIGHTS OF THE SHAREHOLDER**

In a cooperative building with cooperative ownership, each shareholder has limited rights of ownership. The shareholder does not own the actual apartment in which he/she lives; the shareholder only owns shares of stock in the Corporation. The shareholder has a right to lease the apartment in the building pursuant to the Proprietary Lease which is issued to the shareholder and which gives the shareholder the rights of a tenant under a landlord. The landlord (lessor) is the corporation which owns the cooperative apartment, building and grounds. The shareholder/tenant is the lessee.

- The shareholder does not own real estate, and does not have a deed. The shareholder has a Proprietary Lease, which creates the rights and responsibilities of a shareholder to occupy the space within the apartment.
- The shareholder does not own the interior of the apartment and does not have the right to make renovations or alterations to the apartment, except as strictly limited by the House Rules and the Proprietary Lease.
- The Proprietary Lease (the agreement between the Corporation as lessor and each shareholder as lessee) and the House Rules (rules of conduct for residents of the cooperative) clearly define the obligations of each side in the relationship.

## **RIGHTS OF THE CORPORATION**

Any consent or approval given by the lessor under these House Rules shall be revocable at any time.

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

## ADMINISTRATIVE CHARGE SCHEDULE

Parking on or over the line of the parking space creating loss of adjacent space(s)	\$25
Refusing/failing to remove a car from the lot for snow plowing	\$50
Leaving a car in the first tier for 3 days or more while away on vacation or business	\$100
Smoking in common areas other than the designated smoking area near the back entrance	\$100
Allowing a visitor with pet (other legal notices may also be filed and legal fees incurred)	\$100
Moving in/out violations (deposit will not be returned) plus property or pecuniary damages in excess of \$250	\$250
Moving furniture or delivery of large objects in/out through lobby entrance	\$250
Disposing of Christmas tree through the lobby entrance	\$250
Apartment renovation rules violation (deposit will not be returned)	\$250
Lack of 80% carpet and padding coverage after management request and follow-up inspection. For new purchasers, carpet deposit will not be returned until proof of compliance.	\$500

This list of violations and charges is **not** inclusive. The Board reserves the right to increase, decrease or modify the financial charge for any of these violations as well as to add other violations and their corresponding charges as it deems necessary and as it, in its sole discretion, deems appropriate in any individual case.

## BUILDING STAFF

### STAFF/ RESIDENT RELATIONS

It is important that the building staff be treated respectfully by all. Any complaints regarding the service of the building or any of its personnel should be made in writing to the Managing Agent or the Board of Directors. Building staff may not be engaged or hired to perform personal services during the hours they are already being paid to work for the Co-op. Violations will be considered theft of services from fellow shareholders, and the shareholder/resident will have to reimburse the Co-op for the lost staff time. No resident may send any employee of the Corporation out of the building on any private business. Interrupting the staff with social conversations should be limited since this interferes with their work schedule and ability to manage their time.

### REACHING BUILDING STAFF

**During regular work hours (7:30am – 4:30pm)**, residents can reach the Superintendent by calling 914-935-9581 and leaving a message. The Superintendent will return the call when he is able. Please refrain from calling the Superintendent directly at his home, knocking on his door, or calling his cell phone, as this is a number reserved for Board members, Management, and vendors in order to reach him for Co-op and building-related matters.

**After regular work hours (4:30pm – 7:30am)**, the Superintendent or Porter will attend only to building emergencies reported through Gramatan Management. Building emergencies are related to the building infrastructure (heating, water leaks, electrical problems in apartments, common areas, terraces or their drains, or vandalism affecting the building and residents).

## **REPORTING AN APARTMENT PROBLEM TO STAFF**

The Problem Report Form is the method used to report a non-emergency problem occurring in the apartment. The staff member, optionally accompanied by a professional, will inspect the reported problem. The shareholder may be held responsible and back billed for the cost of the investigation of the problem and the cost of the repair if the problem is found to be the obligation of the shareholder according to the Proprietary Lease.

Copies of the form may be found on the door of the Superintendent's office located on the residential lobby floor, and on the building website on the "Forms and Documents" page.

Non-emergencies may have to wait until regular work hours for attention. Residents who find themselves locked out of their units may have to call a locksmith to obtain access. See section "Apartment Keys."

The building staff should be IMMEDIATELY notified of any building emergency, dangerous or destructive condition, or suspicious activity or behavior in the building or on building property. Any serious concerns relating to GAS or FIRE should be immediately reported to Con Edison or to the Fire Department and to the Management Company.

## **IMPORTANT CONTACT NUMBERS:**

- **Con Edison:** 800-752-6633 (emergency)
- **Fire Department:** 914-939-0700 (emergency)
- **Building Staff Office:** 914-935-9581 (for building emergencies during staff hours)
- **Gramatan Management:** 914-654-1414 (for building emergencies after 4:30pm)

# **APARTMENT LIVING: RULES AND GUIDELINES**

## **APARTMENT OCCUPANCY**

Occupancy of any unit (whether residential or commercial) must be consistent with the terms of the Proprietary Lease and is allowed only with prior Board approval. All shareholders must notify the Corporation of any guests staying with them or their subtenant for a period longer than 30 days. **No person, including guests or family members, may live in the apartment without the shareholder being physically present.** This is directed by the Proprietary Lease, Section 14. Violations will result in legal action against the shareholder.

## **HOMEOWNERS INSURANCE REQUIREMENTS**

All shareholders of 370 Westchester Ave. Corp. must obtain and continually maintain comprehensive liability and casualty insurance covering their respective apartment units with minimum coverage of \$300,000 each. Shareholders who are subleasing their apartments are required to carry additional insurance on their policy covering the unit as a rental apartment. It is strongly recommended that subtenants carry renter's insurance to protect their personal property inside the apartment. Any questions about required coverage should be directed to the Co-op's Management Company.

## **NOISE**

1. No one shall make or permit any disturbing noises at any time of the day or night but especially between the hours of 10pm – 8am.
2. No resident shall make or permit any excessive noises in the building or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other residents. Stereo equipment, radios, televisions, musical instruments, or exercise equipment may not be played/used in a manner which causes disturbance to others. Complaints regarding loud noises from any apartment must be immediately addressed by the resident of that apartment. Failure to correct the problem is a violation of the House Rules and the Proprietary Lease and will be subject to an administrative charge or legal action.
3. Noise-creating construction, repair work or other installation shall be conducted in any apartment on Monday through Saturday only, and only between the hours of 8:00am and 5:00pm. Work is prohibited all day on Sunday and legal holidays.

## **CARPETING REQUIREMENTS**

All residents, including subtenants, are required to have at least 80% of the floors in their apartments covered with carpeting or rugs and padding in each room, including the hallways, except the kitchen, bathroom and closets. In order to meet the standard of sufficient quality and thickness so as not to deprive their neighbors of the quiet enjoyment of their home, the padding shall be at least 40oz/yd all fiber or its equivalent.

## **MAINTAINING APPLIANCES**

If a shareholder fails to keep appliances in good repair and this adversely affects the corporation or other apartments, the Corporation has the right to have the repairs made at the shareholder's expense or require that the equipment be removed.

Installation of washing machines and clothes dryers in any residential apartment is not permitted.

## **LIQUID AND/OR CHEMICAL DRAIN CLEANERS**

Under no circumstance may residents use any chemical drain cleaners, which are very corrosive and damaging to the building's plumbing. In the event of a drainage problem, contact the building Superintendent or Management using a Problem Report Form. Professional service will investigate the blockage; if the blockage is determined to be local, the shareholder is responsible for the cost of clearing it.

## **BEDBUG EXTERMINATION**

Any suspicion of bedbugs must be reported to Management IMMEDIATELY. Extermination must be done by the Co-op approved certified exterminator. **NO SELF TREATMENT BY A RESIDENT IS PERMITTED.** Should a resident fail to timely report the presence of bedbugs or attempt to self treat such condition, he/she will be responsible for any cost incurred by the Corporation to treat the condition in the resident's apartment or in any apartment where the condition has spread. The shareholder is responsible for the cost of extermination.

## **STANDARD EXTERMINATION SERVICES**

There is a monthly extermination service for the building common areas (hallways, compactor, laundry rooms, etc.), and for the individual apartments (if requested), which occurs according to the posted schedule. There is no extra cost for this service.

All residents are urged to take advantage of this service by signing up on the Extermination Service Sheet posted in the compactor rooms. If there is a continuing pest problem, please call the Managing Agent to have this attended to immediately.

The Corporation has the right to enter any apartment to inspect, treat, control, and exterminate any vermin, insects, bedbugs, or other pest issues, and residents must provide access and cooperate with its efforts.

## **APARTMENT REPAIRS (EXCLUDING ALTERATIONS)**

Any needed repairs believed to be the Corporation's responsibility should be addressed as soon as possible. All residents must complete a Problem Report Form (available on the building website or from the Superintendent) so that the staff may inspect and address the problem, optionally in consultation with the Managing Agent and/or other professional services. Subtenants must contact their landlord for resolution of any needed repairs.

If a shareholder is responsible for the repair, the staff will notify the shareholder and/or subtenant. If a shareholder expects to be reimbursed by the Co-op for any repairs, these repairs may not be undertaken unless prior written authorization is obtained from the Board or Managing Agent. The Problem Report Form must be completed even if the management company is contacted.

## **APARTMENT KEYS**

No one other than the present legal resident(s) of this building should have apartment keys, with the possible exception of a family member or a non-resident shareholder. For everyone's safety, discretion should be used in the matter of distributing keys.

**If locked out of the unit**, residents may have to call a locksmith to obtain access. If a key has been left with the building's Superintendent, he may provide access during his work hours. After hours, the Superintendent is not under any obligation to provide immediate assistance. The shareholder or resident will be billed for any staff overtime.

**Access to the apartments for emergency purposes** - the Proprietary Lease requires shareholders to leave an apartment key with the Superintendent. It is extremely important that Management have access to an apartment in the event of an emergency due to fire, gas or water leaks, or undesirable insects, vermin, etc. Apartment keys are safeguarded by the Superintendent and **are specially coded** in a way that no one other than the Superintendent and Porter know which key code corresponds to a specific apartment. In the event of an emergency, when no key is available to enter the unit to which access is needed and the door must be forced open or locksmith called, the shareholder is liable for damages to the door, door frame and/or lock(s) or the cost of the locksmith. The shareholder will also be liable for any damage to the building or any other apartments due to the delay caused by the inability to gain immediate entry to the apartment.

## **APARTMENT DOORS**

Apartment doors are the property of the Corporation. No decorations or adornments can be permanently attached to the apartment entry doors (stickers, decals, plaques, fixtures). Display of holiday lights on or around the doors is not allowed. Deliberate damage to the doors by residents will be repaired at the shareholder's expense. Replacement or addition of door locks requires approval by the Co-op.

## **SHOWINGS, EXHIBITIONS AND OPEN HOUSES**

1. Group tours or exhibitions of any apartment or its contents may not be conducted, nor may any auction or tag sale be held in any apartment without prior written consent of the Board or Managing Agent.
2. Open Houses for apartments on the market may be conducted as long as a licensed realtor is always present during the event. Attendees must enter the building through the front lobby entrance using the intercom to introduce themselves.

## WINDOWS AND BUILDING EXTERIORS

1. No modifications, attachments or changes to the appearance of windows or the exterior of the building are allowed.
2. Nothing is permitted to be attached or drilled into the exterior brick wall (i.e. planter hangers, satellite TV dishes, etc.).
3. No awnings or window air-conditioning units may be used in or about the building unless expressly approved by the Board or the Managing Agent.
4. No sign, notice, advertisement or illumination (i.e. "Open House" or "For Sale" signs) may be inscribed or exposed on the building, or in any window, unless approved in writing by the Board or the Managing Agent.
5. Nothing may be hung from the exterior windows, fire escapes, public doors, or placed upon the external window sills of the building.
6. No radio or television aerial shall be attached to or hung from the exterior of the building. The building is wired for both a TV antenna (located on the roof) and cable TV, which can be installed inside each apartment at the shareholder's expense. Board approval is required for satellite TV dish installation.
7. The resident shall keep the windows of the apartment clean. In case of refusal or neglect by the resident, such cleaning may be ordered by the Board 10 days after notice has been given in writing from the Board or the Managing Agent, and such expense will be charged to the shareholder. The tool needed to open the windows for cleaning has been distributed to each apartment, and residents should leave it for future owner at closing. Residents may contact the Superintendent to purchase a replacement tool.

## BALCONIES

1. The balconies are the property of the Corporation, and are not owned by the shareholder. They must be maintained in a manner that protects the integrity of the structure, as well as the safety of other residents. The appearance of the balcony should not distract from the overall appearance of the building. Each resident with a balcony is responsible for keeping the balcony clean and the drainage area free from debris.
2. Plantings must be contained in pots made or lined with materials impervious to dampness, with drainage holes and trays to contain excessive water runoff. Plantings should be standing on supports at least two inches from the balcony floor, and if adjoining a wall, at least three inches from such wall. Containers and trays must be maintained in good condition. Please keep the drainage area on the balcony floor free of dirt and debris.
3. Objects on the balconies are to be secured in such a way so as not to pose a hazard to people, cars, etc. on the ground below, or to create a litter problem. Nothing may be hung or shaken from the balconies. No planter hangers may be attached to the exterior brick wall.
4. No one shall install privacy screens without prior written approval from the Board. In order to maintain uniformity throughout the building, contact the Board for approved vendors and fabric. Privacy screens which have been approved for installation must be positioned on the inside of the balcony railing and tightly secured.
5. During the Holiday Season, residents may hang lights on their balcony, provided these lights are displayed tastefully, do not disturb other residents, do not extend beyond the balcony divider and are in compliance with current Fire Codes. Lights may be turned on only after Thanksgiving and must be removed by January 15<sup>th</sup>. Lights which are synchronized with music are not permitted. Lights must be turned off daily by 10pm.
6. Carpeting or floor tiles of any kind are prohibited.
7. Drying clothes on the balconies is prohibited.
8. Barbecuing of any kind (gas, charcoal, electric grills) is NOT allowed on the balconies.
9. Tiki torches or other devices using liquid fuel are not allowed.
10. The display of flags is allowed only on patriotic days or holidays.

# **SAFETY & FIRE PRECAUTIONS**

In order to ensure the safety of all residents in our multi-unit building, the Safety and Fire Precautions listed below must be followed at all times. They are based on New York State Residential Code and local laws.

## **THESE ACTIONS AND ITEMS ARE NOT PERMITTED:**

1. Do not overload electrical outlets or circuits.
2. The fire escapes of the building (or windows leading to the fire escapes) may not be obstructed in any manner. They may not be used for storage, or as a means of entrance into or exit from the apartment/building except in the event of an actual emergency.
3. According to the Port Chester Fire Code, barbecuing is not allowed on the balconies. Here at The Windsor, barbecuing is allowed only with the use of the community grill in the pool area.
4. According to the Port Chester Fire Code, generators powered by gasoline or other fuel are not allowed to be used on the balconies or in the apartments.
5. Flammable items, such as gasoline, propane or kerosene, may not be stored or used in any apartment, storage area or on the balconies.
6. The kitchen oven or stove may not be used to heat the apartment.

## **THESE ACTIONS AND ITEMS ARE REQUIRED:**

1. It is required by law that smoke alarms and carbon monoxide detectors be installed by shareholders in every apartment and that they be kept in working order by having their batteries checked periodically and replaced once a year. A working alarm can save lives.
2. According to the Port Chester Fire Code, smoke detectors need to be installed on the ceiling or wall outside of each separate sleeping area, in the immediate vicinity of bedrooms, or in each room (other than bedrooms) used for sleeping purposes.
3. Carbon monoxide detectors are required by law in every dwelling unit in which there is any carbon monoxide source, such as a gas oven or stove. They need to be installed in the common area of any floor with bedrooms. This law thus applies to every apartment here at the Windsor. Failure to install and to maintain an operating carbon monoxide detector is a violation of State law (Amanda's Law – February 22, 2010) and accordingly is a violation of the Proprietary Lease.
4. Each apartment should have a working fire extinguisher. They should be checked periodically to determine whether still within their expiration date and replaced if expired.
5. NEVER leave cooking unattended. Keep oven and stove clean of excess grease.
6. Handle matches, cigars, cigarettes, and candles with care and extinguish them completely. Dispose of cigar and cigarette remains carefully and only when completely extinguished and cold.

## **In the event of a fire, Port Chester Fire Department personnel have advised the following:**

- First thing - Don't Panic!
- Open doors carefully, only after feeling them to see if they are hot.
- Stay close to the floor, as smoke and gases rise.
- Breathe through a damp cloth and take short, shallow breaths.
- Follow Fire Department directions.

**Any violations of state and local laws will be treated by the Board as violations of the Proprietary Lease and dealt with accordingly.**

## **RESIDENTIAL SUBLEASE POLICY**

In order for a shareholder to be eligible to apply to sublease their apartment, he/she must have **owned and resided in the apartment for a minimum of 12 months**, prior to the submission of the sublease application. The intent of this policy is to provide shareholders with the ability to sublease their apartments, but prevent investors who seek to purchase a unit and immediately rent it. All maintenance charges on the apartment must be current before the Board of Directors will consider a sublease request.

The sublease may run for a maximum of 3 years (re-approval is required for year 2 and 3), provided that the shareholder or subtenant did not violate any of the House Rules or provision of the Proprietary Lease during that time period.

As a condition of approval of any sublease, the shareholder must pay to 370 Westchester Ave. Corp. a sublease fee. The sublease fee is calculated per share. Please consult the policy for the current rate.

The complete Sublease Policy, Application and Procedure packet is available to download and print at [www.windsor370.com](http://www.windsor370.com), or can be obtained from the Management Company.

## **PET POLICY**

The Windsor is a pet-free building. As per the Pet Resolution approved by the Board on April 2, 2007, no animal may be kept or harbored, permanently or temporarily in any apartment. In considering any written request for consent to obtain, keep, and harbor an animal, the Board will follow all applicable laws and the legal documents of the Corporation. Pets are not allowed to enter the building with visitors unless they are certified service animals.

Any shareholder who keeps or harbors an animal in the building will be subject to immediate legal action. Any shareholder who allows a visitor to introduce a pet into the building, even temporarily, will be subject to an administrative charge, legal notices and fees. Said administrative charge shall be deemed additional maintenance and shall be collectable as such. Shareholders will be responsible for the actions of their subtenants.

# **REPAIRS, ALTERATIONS AND RENOVATIONS**

## **REPAIRS**

Repairs must be planned and performed in compliance with Village Code and in accordance with the House Rules in order to ensure that the building, shareholder's apartment and any neighboring apartments are not adversely affected or subject to damage.

Shareholders **MUST** submit to Management, in writing, information about planned work in their apartment regardless of the scope or nature of the work. All workers, including painters, **MUST** register with the building staff on the first day of work to facilitate communication and cooperation between staff and contractors.

### **Repairs – Co-op Responsibility**

All needed repairs believed to be the Co-op's responsibility should be addressed as soon as possible. All residents must complete the "Problem Report Form" so that the building staff is notified to inspect and address the problem, and consult professional service when necessary. If the shareholder is responsible to make the repair, the building staff will notify the shareholder. If a shareholder expects to be reimbursed by the Co-op for any repairs the shareholder intends to make, these repairs may not be undertaken unless prior written authorization is obtained from the Board or Managing Agent.

### **Repairs - Shareholder Responsibility**

These are repairs to the fixtures and items inside the apartment which are the responsibility of the shareholder, according to the Proprietary Lease (Section 18, "Repairs By The Lessee"). These also include upgrades and minor remodeling, which the shareholder may choose to perform in their apartment.

<b>Work for which Contractor is <u>NOT</u> REQUIRED</b>	<b>Work for which Contractor <u>IS</u> REQUIRED</b>
<p><u>Minor repairs by shareholder:</u> Painting, decorating, installing wallpaper, curtains and blinds, and similar minor work.</p> <p><u>Shelves and cabinets by shareholder:</u> Installing or replacing any shelving, cabinets or any other carpentry work may be done by the shareholder, provided these have <b>NO CONNECTION</b> to any plumbing, gas lines or electric wiring and/or do not involve alteration of a wall.</p> <p><u>Limited floor work by shareholder:</u></p> <ul style="list-style-type: none"> <li>• Installing or replacing carpet in any room</li> <li>• Installing or replacing linoleum or tile floor in the kitchen</li> </ul> <p><b>NO WORK ON WOOD FLOORS and NO WORK OF ANY KIND ON BATHROOM FLOORS</b> is allowed by shareholder (a licensed and insured contractor must be used).</p> <p>If professionals are hired to do work described above, they must register with the building staff on the first day when they come to work and before any work is performed in an apartment.</p> <p><b><u>Required of Shareholder:</u></b> <i>No consent of the Board is required, but Management and staff <b>must</b> be informed of the planned work and schedule.</i></p>	<p><u>Repairs, replacement or installation of any cabinets or anything that has a connection to:</u></p> <ul style="list-style-type: none"> <li>• Plumbing or plumbing fixtures</li> <li>• Electrical wires or electrical fixtures</li> <li>• Gas lines or gas fixtures</li> <li>• Heating or heating fixtures</li> <li>• Stove or dishwasher</li> </ul> <p><u>Bathroom remodeling, including:</u></p> <ul style="list-style-type: none"> <li>• Floor repair or replacement</li> <li>• Tile installation</li> <li>• Toilet, bathtub or shower repairs or installations</li> <li>• Any work relating to plumbing or fixtures</li> <li>• Any work relating to walls or floors with tile</li> </ul> <p><u>Kitchen renovations.</u></p> <p><u>Replacement or refinishing of hardwood floors.</u></p> <p><u>Installations, partitions or any other revisions to walls.</u></p> <p><b><u>Required of Shareholder:</u></b> <i>Completed Alteration / Renovation Application with necessary documents and \$250 renovation deposit is required along with Board consent.</i></p>

1. The shareholder doing the repairs assumes all responsibility for expenses associated with resultant damages to the Corporation or other shareholder's property, including repair for interferences in any way with neighbor's walls, floors, ceiling, gas lines, electricity, plumbing, etc.
2. The shareholder doing the repairs or whose contractor does the repairs assumes all the responsibility for additional expenses associated with supervision and coordination by the building staff and/or the Managing Agent, including the cost of overtime. The shareholder is responsible for cost of contractors or experts hired by the Board or the Managing Agent to inspect repair work or complete repair work, and all other expenses incurred.
3. Violations of these rules by the shareholder or by their contractors, agents, or assignees, are subject to administrative charges to the shareholder.
4. Before beginning any large repair for which a licensed and insured contractor is required, the shareholder must notify the Managing Agent by completing the Alteration & Renovation Application in order to ensure the process is handled with the informed consent of the Board. This will ensure that the proper procedures are followed.
5. The shareholder/contractor is responsible for obtaining any necessary municipal permits and for closing the permit(s) when the work is completed. NO REFUND OF THE RENOVATION DEPOSIT will be considered until proof of closeout of all required permits.

**Repairs of any type must comply with "RULES FOR ALL RENOVATIONS" when applicable.**

## **ALTERATIONS & RENOVATIONS**

Alterations and renovations are more extensive projects to be carried out in the shareholder's apartment. These types of projects must be reviewed and approved by the Board of Directors upon submission of a completed Alteration & Renovation Application. No walls may be added, removed or modified without the approval of the Board.

The shareholder MAY NOT make any alterations in any of the common areas of the building. No one is permitted to perform any alterations that will change the exterior façade of the building.

## **RULES FOR ALL RENOVATIONS**

1. Before beginning any alterations or renovations, the shareholder must submit to the Board (through the Managing Agent) a completed Alteration & Renovation Application. Detailed architectural and/or engineering plans are required for written approval by the Board for the following work:
  - Any alteration of, or addition to, the water, gas, steam risers or pipes, electrical conduits, wiring, fuses or circuit breakers, plumbing fixtures, or intercom system
  - Renovation within an apartment unit entailing structural changes or any installation or alteration affecting load bearing walls in the apartment or building
2. The Corporation will prepare a release statement for the shareholder to sign when alterations or replacement of Co-op property are involved. This responsibility will be passed to buyers of the unit since they will take possession of the apartment "as is" and thereafter will assume responsibility for any future problems caused by the renovation. The shareholder becomes responsible for the maintenance and/or damages caused to others by such alterations or replacements.
3. The shareholder doing the renovation is responsible for obtaining all permits or other documents which may be necessary. It is also the shareholder's responsibility to furnish the Corporation with copies of these permits, as well as proof that these permits have been closed by the municipality and, if necessary, secure an amended Certificate of Occupancy upon completion of the work.
4. Any apartment renovation by the shareholder shall be in accordance with any applicable rules and regulations of the Corporation and local governmental agencies. There is no "Grandfathering" of any rule.
5. The shareholder shall require his/her contractor to obtain insurance to the extent required by the Board naming: a) 370 Westchester Ave. Corp., b) Gramatan Management Inc. and c) the specific shareholder by name as additional insured or as the certificate holder. A copy of the insurance certificate and County/State license must be given to and approved by the Management Company before any work can begin.

6. The Corporation has the right to inspect the premises while work is in progress and upon its completion. If these inspections reveal that modifications are necessary in the work undertaken, changes must be made at the shareholder's expense.
7. If it is necessary for the Board to employ an architect, engineer, attorney and/or other professional in connection with evaluation or oversight of the proposed renovations, the shareholder will bear the expense of these professionals.
8. Workers doing an apartment renovation must use the rear building entrance at all times.
9. The use of the elevators for transporting materials or rubble from the apartment must be previously arranged with the Managing Agent and building staff so that it will not interfere with other building needs, and padding can be provided to protect the elevator cabs. Special deposits or bonds may be required when elevators are to be used extensively.
10. Noisy work, use of heavy tools, major construction or repair work is prohibited before 8:00am and after 5:00pm, Monday through Saturday, and all day on Sunday and legal holidays.
11. The shareholder doing the renovation is required to contact their immediate neighbors in writing (on both sides, above and below) to let them know that there will be some noise and disturbance for a specified period of time. Workers should be reminded by the shareholder not to disturb any residents.
12. The shareholder doing the renovation is not allowed to install any appliance or permit any contractor to install equipment which could overload the existing wiring or plumbing in the building. The specifications of the appliances and equipment must be included in the renovation application.
13. It is the responsibility of the shareholder doing renovations to see that all debris and rubbish are carted away from the building and are not deposited in the dumpster or placed down the compactor chute. Small cabinets or bathroom fixtures, if not removed by contractor, must be placed at building curbside for Village pickup on the designated night only (please check the schedule with building staff). Any violation of Village Code received by the Corporation and any cost or expense incurred by the Corporation in connection with the violation will be passed on to the shareholder.
14. If it becomes necessary for the contractor to place a dumpster at the curb (a permit is required) or in the parking lot, this must be approved by the Board and all necessary arrangements must be made by the shareholder with the Village at the shareholder's expense.
15. The shareholder doing the renovation is responsible for any cleanup needed in the common areas (lobbies, elevators, hallways and/or stairways), and for any damages to the property as a result of any repairs or renovations made in the unit.

## **WALLS, PLUMBING, GAS LINES AND ELECTRICAL**

1. The shareholder doing the renovation assumes all responsibility for expenses associated with any resulting damages, and any needed repair to Corporation property or neighbor's walls, floors, ceiling, gas lines, electric, plumbing, etc.
2. No walls may be removed or modified in such a way as to interfere with necessary heating, plumbing, gas lines or with electric lines for the building.  
  
If plumbing lines, gas lines or electrical wiring inside the apartment are to be modified in any way, or if appliances are to be installed:
  - appropriate permits must be obtained (and properly closed)
  - the work must be done by a licensed plumber or electrician
  - the shareholder assumes full responsibility in the event of subsequent damage
3. If it becomes necessary to shut off the water, gas supply, or electricity for the building or for any part of the building during the renovation work, arrangements must be made with the Managing Agent and/or building staff at least five (5) days in advance so that any affected residents and commercial tenants may be notified of the hours during which the utilities will be shut off.

## **WINDOWS**

Shareholders are prohibited from changing or modifying existing windows.

**For any shareholder interested in renovating their unit, the Alteration / Renovation Application packet is available to print from [www.Windsor370.com](http://www.Windsor370.com) or from the Management Company.**

# **MOVING IN & OUT**

These rules and procedures are instituted to facilitate moving into and out of the building, to minimize inconvenience to other residents, to obtain the assistance of building staff, and to prevent damage to the building, including access doors and elevators. The following rules and procedures must be followed:

## **PROCEDURES**

Contact the Management Company at least two weeks in advance of the move date. Provide the following information:

- Date of the move
- Expected hours of the move
- Name, address, and telephone number of the moving company in charge of the move
- \$250 check payable to 370 Westchester Ave. Corp. as a move in/out deposit (see below)
- \$100 check payable to 370 Westchester Ave. Corp. as a non-refundable move in/out fee\*

Confirm the move date and hours with the Management Company 2 days in advance of the move to avoid conflicts with other movers and to ensure that the Corporation received the deposit. Confirmation will not be granted until the move in/out deposit is received by the Management Company.

Please note: To avoid confusion and conflicts with other moves, ONLY 1 move per day will be allowed.

## **MOVE IN/OUT DEPOSIT**

All residents moving in/out of the building must post a refundable \$250 deposit to be used toward any damage to the common areas, and/or for non-compliance with move in/out rules established by the Board. The deposit amount of \$250 is not a limit on a resident's responsibility for damages. Damages in excess of this amount will be billed via maintenance (for buyers) or at closing if applicable (for sellers). If a sub-tenant refuses to pay any excess damages, the shareholder will be held responsible for payment. If necessary, legal action will be taken against the shareholder to collect payment. If no damage is caused during the move and rules are followed, the deposit will be promptly returned after the move is completed.

## **CERTIFICATE OF INSURANCE FROM MOVING COMPANY**

A resident engaging the services of a professional mover must require from the mover that a copy of the Certificate of Liability Insurance and proof of Workmen's Compensation coverage is supplied to the Management Company prior to the date of the move.

Certificates must name as additional insured or certificate holders:

- a) 370 Westchester Ave. Corp.,
- b) Gramatan Management Inc., and
- c) the specific shareholder by name

This requirement does not apply if the shareholder and/or subtenant do not use a moving company.

## **MOVING INSTRUCTIONS AND GUIDELINES**

Residents must ensure that their movers comply with the following:

1. Moving is permitted **Monday through Saturday** only, and only between the hours of **8:30am to 4:00pm**. It is not allowed on Sundays and legal holidays.
2. All moves must take place through the back door of the building (via parking lot).
3. Moving trucks may not park on the access ramp to the back door or otherwise block the entrance to the door.
4. Propping open the building entrance doors is not allowed, unless somebody is monitoring the back entrance while the doors remain open.
5. Residents must notify their movers that the move must be completed by 4:00pm (30 minutes before building staff work day ends).
6. Resident moves that extend past the 4:00pm time limit will result in overtime charges incurred after 4:30pm by the building staff in facilitating, overseeing and cleaning after the move. This charge will be deducted from the move in/out deposit.

\* Revised May 2016

7. Elevators must be padded for the move. Staff will install the padding.
8. Movers or residents moving furniture or a sizeable amount of personal effects may not leave these items in any hallway for more than 15 minutes.
9. Elevator and stairway access cannot be blocked by movers at any time.

### **INSPECTION FOR DAMAGES**

Upon completion of the move, the building staff will inspect the exterior entrance, the hallways (including doorframes and carpeting) and elevators for damage. The shareholder/subtenant may accompany the building staff on this inspection.

### **RETURN OF DEPOSIT FEES**

If upon inspection there is no damage and all move in/out rules were followed, the Management Company will return the deposit fee to the shareholder/subtenant. If there are damages, the fee will be held pending determination of the cost to repair the damages or to address the violations of the move in/out rules, and the shareholder/subtenant will receive the difference (if any) between the deposit and cost of repairs or charge for violations. Fees for damages in excess of the \$250 deposit will be billed to the shareholder. In addition, if any of the above move in/out rules are violated, the move in/out deposit will not be returned.

Please contact the Management Company with any questions.

## **DELIVERIES**

### **SMALL PACKAGES**

Resident deliveries of small packages from the Post Office, UPS, FedEx or other delivery service may be left at the resident's door, at the resident's own risk. If a resident is not at home to accept the delivery, the building's staff may not be asked to do so. The Corporation and its employees are not responsible for these packages.

### **LARGE ITEMS**

Deliveries of large items, such as appliances or furniture, may only take place from Monday to Saturday between the hours of 8:30am and 4:00pm while a building employee is on duty to oversee the delivery. Deliveries of large items are NOT permitted on Sundays. Deliveries of such items must be arranged in advance with the building staff to ensure that no other moves are taking place at that time, and so that building staff can pad the elevator. ONLY the rear entrance of the building may be used for deliveries of large items. Residents must inform the delivery company of these rules, as any violation of these rules will be subject to an administrative charge billed to the shareholder's maintenance. To schedule deliveries, please call the Superintendent at 914-935-9581.

### **SELF-TRANSPORTED ITEMS**

Residents moving large items or furniture in/out of their apartments must treat such moves as a large item delivery. All the above rules for large item delivery apply.

## **COMMON AREAS**

The common areas of the building are comprised of the hallways, elevators, stairwells, laundry rooms, compactor rooms and commercial and residential lobbies.

The public halls and stairways are not to be obstructed or used for any purpose other than to enter and exit the apartments or the commercial offices. No litter or personal items shall be placed, left, or stored in the hallways, on the stairs, or stairway landings, or fire escapes. Footwear, umbrellas, shopping carts, bicycles, scooters, roller blades, skate boards or other recreational equipment, baby carriages, etc. must be kept inside the apartment. Any article left in the hall, common areas, or outside on the building grounds will be treated as abandoned property, and will be removed and discarded.

### **BUILDING SECURITY/RESIDENTS' SAFETY**

1. Residents should not open the building access doors directly or via intercom to anyone they do not recognize as a resident or expected visitor. Any suspicious activity in the building, its perimeter, or the parking lot, should be reported to the Port Chester Police immediately.
2. Building keys are non-reproducible and only available through the Managing Agent or Superintendent at the current retail cost. No one other than the present legal resident(s) of this building should have keys to access the building with the possible exception of a family member or a non-resident shareholder. For everyone's safety, discretion should be used in the matter of distributing keys to others.
3. No vandalism to the common areas or to external building property by residents, guests or visitors will be tolerated. The cost of any damage done will be charged to the shareholder who committed the damage or whom the guest or visitor was visiting.
4. The use of illegal drugs in and around the building will result in immediate eviction proceedings and possible further legal action.
5. Anyone witnessing any such act should inform the Managing Agent or the Board in writing and, when necessary, file a police report.

### **PERSONAL BEHAVIOR**

**Attire** – In keeping with the residential and commercial nature of the building, residents and their guests are expected to use proper cover-ups, shirts and footwear when using the public areas (hallways, elevators, stairwells, lobbies, laundry rooms) and going to and from the pool.

**Smoking** – Smoking is not permitted in front of the building or anywhere in the common areas inside the building, i.e. lobbies, elevators, hallways, stairwells, laundry rooms, etc. in accordance with State Law. Smoking is permitted only outside the rear entrance by the pool fence. There is a cigarette receptacle in this area that smokers must use to extinguish their cigarettes. The Board of Directors has the right to establish "No Smoking" areas on the premises.

**Playing/Loitering** – Playing is not permitted in any public areas: halls, stairwells, parking lot, fire escapes, elevators, or lobbies. Loitering, extended socializing, or working/studying in the residential or commercial lobby is NOT permitted.

### **DECORATING**

The lobbies, elevators, hallways, and exterior doors of the building may not be decorated or furnished by any resident without the prior written consent of the Board. Only the members of the Decorating Committee are authorized to decorate the common areas of the building.

### **WELCOME MATS**

Welcome mats in front of apartment entrance doors are prohibited because they pose a tripping hazard for people using the hallways and they must be moved by Co-op staff each time the halls are vacuumed or cleaned. In addition, they contribute to uneven carpet discoloration when used for long periods of time.

## COMMUNICATIONS

1. Canvassing, soliciting, or peddling in the building is prohibited without prior written consent of the Board.
2. No advertising materials or flyers may be distributed in the building except that which has been delivered by the Post Office. No one is allowed to distribute flyers or solicitations under resident doors except the Managing Agent or the Board.
3. Political campaign materials – signs, posters, bumper stickers, etc. - may not be posted inside the building, in windows, or anywhere on the building property.
4. Bulletin boards are located in the residential lobby, in the mailbox area, and in the vestibule by the rear entrance door. These are for use by the Managing Agent, the Board, the building committees and building staff ONLY. No one will be allowed to post personal notices on these bulletin boards without the prior written consent of the Board.
5. The bulletin board by the laundry card refill machine and those in each compactor room are available for residents to post personal notices such as “for sale” or “lost and found” items. Any posted notice must have the name and contact information of the person posting the notice. Non-resident postings are not permitted.
6. Posting personal information or newspaper clippings about other residents anywhere in the building is not permitted.
7. Residents may not remove or alter notices posted by the Board.

## LAUNDRY ROOMS

1. Use of the laundry facilities by non-residents is **NOT** permitted.
2. Laundry machines operate only between 8am – 10pm. Information on the proper use of the laundry equipment is posted on the machines and on the wall in each room.
3. It is important to attend to laundry promptly after the washing or drying cycle is done. If laundry is left in the machine longer than 15 minutes after a cycle ends, the clothes may be removed and transferred into the laundry cart by the resident waiting to use the machine. The Corporation will not be responsible for lost or damaged articles.
4. The laundry equipment may not be abused or tampered with in any manner.
5. Residents are responsible for leaving the laundry room and its associated equipment clean and returning the rolling laundry cart to the laundry room. Residents are expected to clean detergent spills and the lint filter after using the dryer.
6. Rolling laundry carts should not be taken outside of the building or used as dollies or carts to transport personal items to and from apartments, cars, or storage lockers.
7. Service problems should be reported directly to the machine vendor. Information on how to contact the vendor is available in each laundry room.

## BUILDING GROUNDS

1. In addition to vandalism and illegal activity noted above, there is no playing allowed in the parking lot.
2. Birds or wild animals may not be fed on any portion of the premises.
3. Residents are expected to follow and obey Parking Rules and Pool Rules when using those areas of the property.

## **OTHER AREAS OF THE BUILDING**

### **STORAGE ROOM**

1. Access to the Storage Rooms is limited to staff and those residents renting a storage locker.
2. The Corporation has a contract with Bargold Storage Systems, which provides and operates a limited number of storage lockers (on the first floor) at a monthly fee. This storage facility is only available to current residents of the building. To inquire about available space and rental information, residents should contact Bargold Storage directly at 212-661-4928. The Corporation is not responsible for the loss of or damage to articles stored in the Bargold storage lockers.
3. The Corporation does not provide a common storage area for storing personal belongings, nor provide space for household items to be temporarily stored for curbside collection disposal, or while residents are on the Bargold storage waitlist.

### **EQUIPMENT ROOMS, OPERATIONAL ROOMS AND ROOF ACCESS**

The building's equipment and operational rooms are off-limits to anyone other than building staff, management, or Board members, and may not be obstructed or tampered with in any manner. No one is permitted on the roof except for the Superintendent, Porter, Managing Agent, Board member or qualified repairman. The access doors to the roof are protected by an alarm system and therefore must be kept closed at all times.

# **WASTE DISPOSAL AND RECYCLING**

The building and all residents are required to maintain sanitary conditions and comply with disposal and recycling laws. The following rules, based on County/Village recycling regulations, shall be observed with respect to the compactor room and refuse. Please refer to recycling guidelines posted in the compactor room.

All debris should be completely drip-free when carried into the compactor room or to the dumpster. Any resident who causes damage or soiled conditions to the hallway or compactor chute area is responsible for the cost of any necessary cleanup including the cost of professional cleaning or replacing the carpeting.

## **ITEMS TO DISPOSE THROUGH COMPACTOR CHUTE**

- Small plastic bags of household refuse, securely tied.
- Wet debris securely wrapped or bagged in drip-free small-sized bags to fit easily into compactor chute.
- Vacuum cleaner bags, dust, dirt, etc. should be securely wrapped in a tied bag before placing in the compactor chute.
- Waxed milk or juice cartons, and soiled plastic containers.
- Folded soiled pizza cartons.

## **ITEMS FORBIDDEN IN COMPACTOR CHUTE**

- Large plastic wrappings, drop cloths or covers.
- Styrofoam
- Oil soaked rags or flammable materials.
- Empty paint or aerosol cans.
- Any other flammable, explosive, or highly combustible substances.
- Lighted cigarettes or cigar stubs.
- Pet hygiene debris, cat litter, etc.
- Sticks, wood and other solid matter (see disposal through dumpster, below).
- Sharp objects (metal lids, needles, broken glass, knives, razor blades). These are a safety hazard to the employees.
- Recyclable paper, glass, plastic or metal containers – these must be disposed of using recycling bins.

## **DO NOT LEAVE THE FOLLOWING ITEMS IN COMPACTOR ROOMS**

- Food, leftover grocery items – these must be wrapped and disposed of in the chute or dumpster.
- TVs, computers, printers, and electronics – these must be taken to the DPW garage on Fox Island Road.
- Items with sharp edges (broken glass, mirrors, knives) – these must be securely wrapped, marked and disposed of in the dumpster.
- Empty containers which held hazardous materials (pesticides, solvents) – these need to be disposed of in the dumpster.
- Clothes hangers (wire or plastic) – these need to be disposed of in the dumpster.
- Light bulbs – these must be securely wrapped and disposed of in the dumpster.
- Items that are not recyclable (see “Items Forbidden in Red/Blue Bins” sections below for a list of all Non-Recyclable items not allowed in the compactor room).
- Used cooking oils and drippings. (Small amounts should be absorbed with paper towels and included in household refuse. Large amounts should be securely wrapped in plastic bag or stored in tightly closed bottle and placed in the dumpster.)

## **DESIGNATED RECYCLING BINS IN THE COMPACTOR ROOMS**

There are posted notices for separation of recyclables in the compactor rooms which clearly indicate what materials go into the two recycling bins. Please read them carefully and follow the blue & red bin instructions. The following items must be disposed of using the designated recycling bins inside the compactor rooms:

### **BLUE BIN FOR PAPER RECYCLING**

#### **Recycle:**

- Newspapers, magazines, glossy inserts, phone books, junk mail, and brown paper bags must be placed in the recycling bin marked for paper. Do not place paper in plastic bags!
- SMALL corrugated and gray cardboard boxes must be broken down or flattened and placed next to the blue bin. LARGE corrugated and gray cardboard boxes must be cut and flattened and brought to the staff office hallway (on residential lobby level).

#### **Items Forbidden in Blue Bin:**

- Waxed cardboard (milk or juice cartons) – dispose of either in compactor chute or dumpster.
- Cardboard with any trace of food – dispose of either in compactor chute or dumpster.
- Paperbacks or hardcover books – consider donating to a library.

### **RED BIN FOR PLASTIC, GLASS & METAL RECYCLING**

#### **Recycle:**

- All plastics and plastic containers coded with #s 1 through 7 (commonly used for food, beverages, detergents, household cleaners and shampoo) – these must be rinsed clean and free of food and other waste matter.
- Plastic caps on jars and bottles are also acceptable.
- Glass jars and bottles (food and drink containers) of any size and color – these must be rinsed clean.
- Metal caps and rinsed jars may be placed loosely in the bin with plastic and metal containers – labels do not need to be removed.
- Metal food and beverage cans and containers, clean aluminum foil and trays – these must be rinsed and placed loosely in the bin with glass and plastic containers. Labels do not need to be removed. Empty aerosol cans can also be left here.

#### **Items Forbidden in Red Bin (dispose of in the dumpster unless otherwise noted):**

- Vinyl.
- Any unmarked or non-coded plastics (including large rigid plastics used for toys, furniture).
- Clothes hangers (wire or plastic).
- Tableware, utensils.
- Building materials (piping, sinks, and other fixtures).
- Empty plastic containers which held potentially hazardous material, regardless of the recycling code (motor oil, pesticides, and solvents).
- Light bulbs.
- Glass that is not used for packaging food or beverages (drinking glasses, crystal, window and mirror glass, ceramic ware, kitchen cookware).
- Broken glass.
- Empty glass containers which held potentially hazardous materials (pesticides, solvents).
- Empty paint cans or metal containers which held potentially hazardous materials (pesticides, glues, solvents).
- Scrap metal wire, pipes, tubing, motors, sheet metal, appliances and auto parts need to be recycled under separate municipal programs. Call the Village at 914-939-5207 for details.
- Plastic bags (grocery and dry cleaning bags) – take it to grocery or retail stores.
- Packaging materials, including all Styrofoam products – recycle at packaging outlets such as Mail Boxes Etc. and The UPS Store or dispose of at DPW garage on Fox Island Road.

## **ITEMS TO DISPOSE IN DUMPSTER**

- Large bags of garbage that don't fit in the compactor chute.
- Solid materials, crates (should be properly cut and broken down), sticks of wood or other solid matter (other than construction material).
- Small household objects such as can openers or coffee grinders.
- Paint cans with contents properly solidified. To solidify the paint, mix it with kitty litter or another absorbent pellet material (such as Speedy-Dri) until no liquid remains.

## **ITEMS FORBIDDEN IN DUMPSTER**

- Demolition materials, construction/renovation debris, tile fragments, plasterboard, etc., carpet and padding – these materials must be removed and disposed of by shareholder at their own expense.
- Furniture, mattresses, bathroom fixtures – place on front curbside on designated night for Village pick up.
- Large appliances – place at curbside on designated night for Village pick up.
- Cardboard, paper and other recyclables – if small dispose of in compactor rooms; large items are to be placed in the staff office hallway.
- Styrofoam and other plastic packaging materials – recycle at packaging outlets such as Mail Boxes Etc. and The UPS Store or take to DPW garage on Fox Island Road.
- TVs, computers, printers and other electronics must be taken to the DPW garage.

## **CURBSIDE DISPOSAL**

Dispose the following items at front curbside on designated night after 4pm **only**. Please consult building staff with any questions.

- Appliances (Freon must be professionally extracted from refrigerators and air conditioners with attached certificate verifying removal and refrigerators must have doors removed).
- Furniture, mattresses and box springs.
- Bathroom fixtures and household items.
- Small pieces of carpet, rolled and tied, 3 ft. wide maximum.
- Christmas trees and wreaths (without tinsel, ornaments and lights) need to be wrapped in a plastic bag and carried to curbside through the rear entrance door **ONLY** for pick up every day during the month of January. Remove the tree from the plastic bag at curbside. If the Christmas tree or wreath is carried to curbside through either lobby entrance, an administrative charge will be imposed (see schedule).

## **ITEMS NOT ALLOWED IN CURBSIDE DISPOSAL**

- TVs, computers, printers and other electronics.
- Construction debris and other renovation materials.
- Paints, oils or liquids of any kind.
- Any hazardous materials.

## **COUNTY HOUSEHOLD MATERIAL RECOVERY (HMR) PROGRAM**

Residentially generated chemicals, electronics, fluorescent bulbs, and non-disposable batteries\* are some of the many items accepted through the County HMR Program. HMR events are held at various locations during the year. The permanent facility is located at 15 Woods Road in Valhalla. For information on the events (directions and locations) call 914-813-5425.

\* Non-disposable batteries are those which can be recharged. Non-chargeable household batteries may be disposed of with the household trash.

# **PARKING RULES AND REFERENCE GUIDE**

These Parking Rules and Regulations are for the benefit of all and are not open to individual interpretation. They are reviewed and revised periodically to reflect the needs of the Co-op. If any rule requires further explanation, please contact a Parking Committee member, a Board member or the management company.

370 WESTCHESTER AVE. CORP. is NOT liable for any damage to or the theft of or from any vehicle while it is parked in the parking lot. Parking is at the resident's own and sole risk.

## **GENERAL PARKING INFORMATION**

- Parking is a privilege, not a right, and violators of any of these rules are subject to administrative charges or loss of their privilege to park in the lot.
- The parking lot has enough residential spaces to accommodate **one** vehicle per apartment.
- Spaces are not transferable from one apartment to another: if a given apartment has no vehicle, the resident cannot obtain a hanging tag/parking permit for another apartment. Any extra spaces in the lot will be allocated as secondary vehicle tag requests at the direction of the parking committee, based on the waiting list.
- The speed limit in the lot and in the driveway is **5 MPH** and residents found to be repeatedly violating this limit will be subject to loss of parking privileges.
- An inoperable vehicle may not be stored in the lot. The parking lot area is intended only for the parking of properly registered and operational vehicles. No other activity is allowed, e.g., washing or repairing vehicles (including oil changes), riding bicycles, using the lot as a playground or picnic area. Children must be supervised at all times.
- There are no special use parking spaces other than those designated for Handicapped Parking or Visitor Parking. No spaces are assigned. According to State Law, only those vehicles displaying handicapped authorization or license plates are permitted to park in spaces designated as "handicapped."
- No vehicle shall be parked in such a way that it impedes or blocks access to any building entrance or to another parking space or parked vehicle. The striped area at the rear entrance is for temporary loading/unloading and deliveries only. The maximum time shall be ten (10) minutes. No vehicle is to be parked with the motor running or lights on in this area at any time.
- Each vehicle should be centered within the parking space: parking on or over the line, thereby using more than one space to park one vehicle, will result in an administrative charge. Such charges will be enforced by a dated photograph of the violation. This will be billed to maintenance and payable upon receipt.
- Please note: parking spaces facing the Carver Center fence are slightly smaller than those in the 2<sup>nd</sup> and 3<sup>rd</sup> tiers of the lot; it is strongly recommended that oversized vehicles, including larger pick-up trucks and SUV's, park in the 2<sup>nd</sup> and 3<sup>rd</sup> tiers.
- Residents using a hanging tag must park their vehicles in residential spaces only (unmarked spaces). Secondary cars must be parked in the area designated for them by the parking committee or face the loss of the secondary parking pass.
- Residents or guests using a paper pass (monthly or overnight) must park their vehicles in the Visitor parking spaces only (spaces marked with a "V").
- All Residents and commercial tenants are responsible for adhering to the Parking Rules. A building resident or professional office tenant must have a valid hanging tag in their vehicle in order to park in the residential parking spaces overnight. Violators will be subject to booting/towing.
- Whether working for shareholders or the Corporation, general contractors must park in the top rear row of the lot facing the retaining wall after discharging materials by the rear door. Shareholders in the process of renovating should refer to the renovation policy or the Management Company for further details.

## RESIDENT PARKING: HANGING TAG PERMITS

- All residents using a hanging tag must park in the designated residential parking spaces, unless otherwise directed by the Parking Committee or the Board.
- The hanging tag needs to be displayed from the rear view mirror. This allows the towing company to see the tag from both the front and back of the vehicle. Alternatively, the tag may be temporarily adhered to the windshield so it is displayed as needed but not blocking the driver's view: the tag may be taped to the upper or lower windshield on the passenger's side. (Residents will still be expected to remove the tag for use in another car.) **If not displayed in an obvious manner, the vehicle will be booted/towed.**
- Using a hanging tag, vehicles may park with either their front **or** rear wheels facing the curb.
- With hanging tags in use: if there is a need to switch temporarily to another vehicle (rental or loaner or other personally owned vehicle), the resident is expected to use their hanging tag. The tag can only be used for **one** vehicle at a time.
- There is a monthly parking fee for residents of \$50 per primary vehicle. The parking fee is reflected on the maintenance bill. For new residents, a new tag may be pro-rated to \$25 when purchased in the second half of the month. The tag may not be transferred to a purchaser at closing or to a subtenant; it must be turned in to the parking committee when the resident leaves the building and the new resident must obtain their own tag from the Parking Committee.
- In order to discontinue parking privileges and billing, shareholders must make the request in writing and turn in the hanging tag to a Parking Committee member.
- There will be a fee of \$25 to replace a lost or damaged hanging tag. (Damage includes inability for hologram or tag number to be read; bent or broken tag no longer suspendible from mirror.)
- All residents should contact the Parking Committee directly to obtain a parking permit. The emergency contact sheet in the purchase/sublease application package should be completed and submitted in advance of the permit request.
- New residents, or residents needing a new tag due to loss or damage, must complete or revise the parking agreement and provide the following information to a designated Parking Committee member before a hanging tag will be issued:
  - Name and Apartment Number
  - License Plate Number/State (please provide for each alternative vehicle using the tag)
  - Vehicle, color, make and year (please provide for each alternative vehicle using the tag)

If there is a change in vehicle or license plate number, the shareholder is required to provide the vehicle or plate information to the Parking Committee.

- Secondary spaces – there is a very limited number of extra spaces in the parking lot resulting from a few apartments having no vehicle and from some residents using handicapped parking rather than a regular parking space. The availability of these extra spaces is closely monitored by the Parking Committee and a waiting list for secondary car requests is maintained.

Residents assigned a secondary space are designated a residential or visitor space depending on current availability. If the second car is not parked where designated, the secondary car permit/tag will be revoked.

All secondary vehicles will be charged at a rate of **\$75** per month.

A secondary space will be considered by the Parking Committee only when the permanent guest has been disclosed at the time of the admissions interview or by written notification to the Board of Directors.

A second car spot is given based on availability and only on a provisional basis. Please contact the Parking Committee to be added to the waiting list.

## VISITOR PARKING

Visitors to the building may park anywhere in the lot during the day until midnight.

### Overnight parking:

- Parking for overnight visitors between the hours of **12:00am (Midnight) to 7:00am** requires a paid **Overnight Parking Pass**.
- The **Overnight Parking Pass** fee is \$5.00 per night, payable by cash or check made out to 370 Westchester Ave. Corp. A shareholder purchasing multiple passes (**a minimum of 5 overnights**) or a monthly paper pass may request the purchase be charged to maintenance.
- The **Overnight Parking Pass** is valid **only** when the user fills in the date with pen (no pencil). Writing over or failure to fill in the date will invalidate the pass and will result in booting or towing. In addition:
  - the pass must be authorized by a Parking Committee member
  - the pass must include the Apartment Number
  - the date on the pass must indicate the **date after midnight**
  - Overnight Parking permits are to be displayed on the dashboard
  - Visitors are allowed to park in the Visitor parking spaces **only** (spaces marked with a "V")

### Monthly Parking:

The *Monthly Parking Pass* may be purchased (cash, check or charge to maintenance) for long-term visitors (fees listed below), as space allows in the visitor spots according to Parking Committee records.

Writing over the date will invalidate the pass and will result in booting or towing. In addition:

- the pass must be authorized by a Parking Committee member, with the dates of use completed by the member as well
- the pass must include:
  - the apartment number
  - vehicle model and number
  - license plate number and state
- monthly Parking permits are to be displayed on the dashboard
- visitors are allowed to park overnight in the Visitor parking area **only** (spaces marked with a "V.") These vehicles need to be moved **out** of Visitor parking spots during the day, Monday through Friday.

Current fees for monthly visitor passes are as follows:

- For apartments with 1 residential hanging tag (1 car in the lot): the cost for a monthly visitor pass will continue to be \$75
- For apartments with 2 residential hanging tags (2 cars in the lot): the cost for a monthly visitor pass will be **\$100**

These paper passes may be purchased during Parking Committee hours posted in the lobby bulletin board.

## PROFESSIONAL TENANTS AND THEIR EMPLOYEES

- Visitors to the commercial floor are allowed to park freely during the day. Visitor parking spaces (those marked with a "V") need to be kept free during the day for visitors to the commercial offices.
- All professional office tenants and their staff members **must**:
  - **display** the parking tag or sticker issued to them for daytime parking in the lot.
  - **park** in residential parking spaces only. (This requirement has been outlined in all recently signed leases and will be included in all future lease renewals.)
- If parking is needed after 6 pm weekdays for visitors to the professional offices, those visitors must park in visitor parking spots only or find parking on the street.
- If overnight parking (from 12:00am to 7:00am) is required, or for any other questions relating to parking privileges, professional tenants must contact the Management Company.
- Professional Tenants are expected to cooperate with requests to move their cars for snowplowing.

## **BOOTING and TOWING**

- Parking rules are to be strictly followed, in order to avoid unnecessary booting or towing.
- Booting or towing will be at the vehicle owner's expense. The Co-operative **does not** receive any part of the booting or towing fee. The Co-operative is not responsible for reimbursement of the fee or any damages incurred during booting or towing.

## **VACATION AND SEASONAL CONSIDERATIONS**

### Leaving the vehicle in the lot while on vacation or business trip

If leaving a vehicle in the lot at any time of year for three or more days while you are away, please leave it in a space in the third tier. With the need for spaces for the commercial floor visitors and the limited number of handicapped spaces, we need to keep easy-access spaces (those closest to the building) available for those visitors and residents with physical limitations.

During snow season, as defined below, please leave your vehicle keys with someone readily available should the vehicle need to be moved for snowplowing – whether a friend in the building or a family member or someone whom the Co-op can contact in the event of a snowstorm.

If your vehicle cannot be moved, the adjacent spaces are not easily plowed for others to park.

### Snow season: October 31 through March 31

- After a snowstorm, all residents are required to move their vehicle out of the parking lot during the requested time in order to allow thorough plowing of the lot. Each resident is responsible for digging out their own car. Failure to move a vehicle when requested will result in an administrative charge. Such charges will be enforced by photograph of the violation and will be billed to maintenance, payable upon receipt. If you are not at home after a storm, please contact the Parking Committee or a Board member to advise them of your scheduled return to the building.
- The Parking Committee reserves the right to temporarily adjust the parking rules and the availability of guest parking during snow season.

### Seasonal parking

- If a resident wishes to suspend parking privileges for a primary vehicle for one month or more, they must return the hanging tag to the Parking Committee for the designated time period. It will be returned upon request and billing for the space will then resume.
- The space for a secondary vehicle will not be reserved. If given up for any length of time, it will be presumed it is not needed and the Parking Committee will reassign the space to a resident on the waiting list.

### Subleasing

All subleasing shareholders are hereby reminded that all monthly and administrative parking charges incurred by their subtenants will be billed to the shareholder's maintenance and payable upon receipt. Please ensure that your subtenants are fully aware of and familiar with parking rules.

Any questions may be directed to the Parking Committee by emailing [parking@windsor370.com](mailto:parking@windsor370.com).

# **POOL RULES**

The following rules have been established to ensure the safe operation and enjoyment of the pool and its recreational area by all residents and their guests and to ensure the area is maintained according to Health Department regulations. Everyone is required to comply with these and any future rules established by the Board of Directors.

Please be courteous to other residents by wearing proper cover-up attire going to and from the pool. Proper bathing attire is also required to use the pool. Smoking and glass containers are not allowed in any area of the pool. Parents must supervise their children, instruct them to observe all rules and to obey the instructions of the lifeguards.

**ALL PERSONS USING THE POOL AND THE ADJOINING RECREATIONAL AREA DO SO AT THEIR OWN RISK.**

## **POOL SEASON AND HOURS**

- The pool will be open depending on weather conditions and availability of a lifeguard.
- Pool hours/cancellations will be posted on the bulletin boards at the back entrance and lobby.

## **USE OF THE POOL: RESIDENTS AND THEIR GUESTS**

- The use of the pool, and its adjoining recreational area, is **restricted to residents (shareholders or their sublease tenants) and their family members legally domiciled with them throughout the year, together with their guests**. Commercial tenants/shareholders are not allowed use of the pool.
- Residents must sign the pool register each time they visit the pool. Residents must register each of their guests.
- The resident must accompany their guests at all times. There is a daily limit of 4 guests per apartment.\* No more than two (2) guests are allowed per apartment at no charge. A fee of \$5 will be charged for each additional guest, no matter the age. The fee should be paid to the lifeguard by check made payable to 370 Westchester Ave. Corp. If not immediately paid, the fees will be billed to the shareholder's maintenance. If fees remain unpaid, pool privileges will be revoked.
- Residents must provide chairs for their guests.
- Non-resident shareholders whose apartments are currently subleased are not permitted to use the pool unless they are guests of a building resident.

## **GENERAL CONDUCT**

- Any person acting in such a way as to create a dangerous condition or to interfere with the use and enjoyment of the pool and pool areas by others, shall be subject to eviction by the pool staff or Board member and to action by the Board of Directors, including possible suspension or revocation of pool privileges.
- Residents shall be strictly accountable for their actions and the actions of their guests while using the pool and recreational areas.

## **PHYSICAL ACTIVITIES**

- Ball playing, running, jumping, or any other activity that may disturb other residents is prohibited.
- Please note the posted signs for "No Running" – these ensure safety on the pool deck.
- The pool area is not intended to be a fitness facility, but is meant for residents to socialize and cool off on hot summer days. Serious exercising should be restricted to the gym or other facility.
- Lap swimming is permitted only in the last half hour of each day's schedule and then only in the pool lanes designated by the lifeguard.

## **FOOD AND DRINK**

- Glass containers are never allowed in the pool area.
- Only non-alcoholic beverages in unbreakable containers are permitted.
- All refuse must be deposited in the garbage can.
- All recyclable containers must be deposited in the recycling bin.

\* Revised July 2015

## **HEALTH**

- Residents or their guests with open wounds or an infectious condition, e.g., cold, inflamed eyes, fever, rash, or any other type of infection, are prohibited from using the pool per order of the Health Department.
- Residents and guests are strongly encouraged to shower at home before entering the pool.

## **CHILDREN**

- Children under the age of 13 years must be accompanied and supervised by an adult (over 18 years of age) while at the pool. An adult must directly supervise any young child who cannot swim, when such a child is at or within ten (10) feet of the edge of the pool. It is not the responsibility of the lifeguard to supervise any such child. Anyone failing to properly supervise any such child will be subject to having his/her pool privileges suspended or revoked.
- Children who do not know how to swim will be allowed only in the shallow area of the pool while using flotation devices, even when accompanied by an adult.
- For hygienic reasons, children, if not yet toilet trained, will not be permitted in the pool unless they are wearing swim diapers.

## **REST ROOMS**

- The pool does not have a restroom facility.

## **PERSONAL BELONGINGS AND PROPERTY**

- Personal belongings, i.e., toys, towels, footwear, etc., may not litter the pool deck, or block any of the pool access entrances, i.e., pool entrance steps, ladders or the pool deck.
- Rafts, floats, tubes, and articles of a similar nature are prohibited in the pool when the pool is occupied. If in doubt about their usage, consult the lifeguard.
- Summer strollers for infants and small baby seats are permitted. Playpens, bicycles, baby carriages and carts may not be brought into the pool areas.
- Radios are permitted only if the noise level does not disturb another resident. The use of headsets is strongly recommended.
- 370 Westchester Ave. Corp. will not be responsible for damage to or loss of personal property.

## **POOL FURNITURE**

- The maintenance of the pool furniture – chairs, tables, umbrellas – is the responsibility of all those using the pool. While pool furniture is not expected to last forever, each piece should be good for several seasons; pieces will be replaced as needed and as the budget allows. Deliberate or negligent destruction of the furniture will not be tolerated and the cost to replace such damaged furniture will be charged to the offending shareholder.
- Please return chairs to their original location prior to leaving the pool area. Do not drag the furniture across the deck.
- The lounge chairs are limited to use by adults, with preference given to residents. For multiple guests and children, you must supply additional chairs.
- Please be courteous of all pool visitors:
  - Large beach towels should be used to protect the chairs from lotions and oils
  - Do not leave personal belongings on furniture for long periods of time when you are away from the pool (to “save or reserve” the furniture for your use upon your return).

## **DAMAGES**

- Residents will be responsible for any intentional property damage expense incurred by them or their guests to any pool facility and equipment, pool furniture or accessories, building windows or air conditioner compressors located in the pool area.

## **CLOSING OF THE POOL**

- The pool may be closed for maintenance, health conditions, weather, or any other reason deemed sufficient by the Board of Directors.

**These rules and regulations will be strictly enforced. The Board of Directors has the right to suspend or revoke any resident from use of the pool for violation of these Rules. The lifeguard has the right and authority to remove any person from the pool area for any infraction of his/her order.**