



LANDMARK
CONDOMINIUM ASSOCIATION

Rules and Regulations

January 2021

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Landmark Condominium Association

Welcome to the Landmark Condominium Association (LCA). The Landmark Building, originally built as a Lifesavers factory in the early 1900s, was converted in the mid-1980s into a 6-floor, 199-unit residential condominium located at One Landmark Square in Port Chester, New York.

The amenities of the building include a rooftop sun deck, swimming pool and Jacuzzi, a first-floor fitness center, and an interior courtyard. There are three elevators in the building, two located on the on the Wilkins Avenue side of the building and one located on the Horton Avenue side.

Behind the building is a two-tier parking garage for owner/residents to park their cars in assigned spaces. There are two secondary parking lots for additional cars, both located on Wilkins Avenue. One is directly across the street from the Landmark and the other is located behind our two-tiered parking garage.

Management: Nardo & Associates
211 S. Ridge - Suite 1R
Rye Brook, NY 10573
Phone: (914) 288-5020
Fax: (914) 219-4150
eMail: office@nardoassoc.com

Our management company supervises all building personnel. We have a superintendent and porter staff working regularly scheduled hours during the week and a limited schedule on weekends. Our concierge/security staff member is stationed at the front desk from 8:00 a.m. to midnight daily, with overnight coverage on Fridays and Saturdays.

The phone number at the front desk is: (914) 939-1057

We look forward to your active participation in the Landmark Condominium Association.

Sincerely,

Board of Directors
Landmark Condominium Association

Rules Regarding Units and Common Areas

All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction thereof, and the unit owner alone shall be liable for any damage or injury and expense incurred by any radio, television, or other electrical equipment in such unit. No awning or covering or radio or television antenna or satellite dish shall be placed on or affixed to the outside area of any building, nor implanted in, or affixed to any object on, the grounds surrounding any of the building without the consent of the Board of Directors.

Except as provided in the bylaws, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale", "For Rent", "For Lease", or "Sold" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any unit therein nor shall any unit be used or rented for transient, hotel, or motel purposes. The right is reserved by the Declaring and the Board of Directors, or its agent to place, "For Sale", "For Rent", "For Lease", or "Sold" signs on any sold, unsold, or unoccupied units, but in no event will any such sign be larger than one (1) foot by two (2) feet. Signs for Open Houses may be placed on the corners of the Landmark property. They must be removed promptly at the end of an Open House.

Nothing shall be done or kept in any unit or the common elements or limited common elements which will increase the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the common elements or limited common elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No unit owner or occupant or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his unit, parking space, or vestibule, any flammable, combustible, or explosive fluid, material, chemical, or substance (except gasoline in automobile tanks). No waste including urination, defecation, vomiting, or similar acts shall be committed in the common elements or limited common elements.

Rules Regarding the Common Areas

Nothing shall be done in any unit or in the common elements or limited common elements which will impair the structural integrity of any building or which would structurally change any of the buildings, without the consent of the Board of Directors. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Directors. The Board of Directors or the managing agent may from time to time curtail or relocate any portion of the common elements devoted to storage or service purposes.

There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Directors. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit, terrace, or vestibule, if any, in accordance with the provisions of the bylaws.

Except in recreational or other areas designated as such by the Board of Directors or in the Declaration, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs, on any part of the common elements (except that limited common elements may be used for their intended purposes.) Storage by unit owners in areas designated by the Board of Directors or in the Declaration shall be at the unit owners' own risk. No terrace or balcony may be enclosed, decorated, covered, or otherwise nor may awnings be installed thereon without the prior written consent of the Board of Managers. Planters must be kept on pedestals to allow water to flow. Terrace drains must be kept clear and accessible. Unit owner is responsible for keeping the drain grate or dome cleaned and clear. No barbecues or grills are allowed on or in any common areas, the courtyard, front steps, back steps, or anywhere around the building. No planters, pots, ballasts, blocks, or any item that exerts more than 15 pounds of pressure per square foot are permitted on the terraces or in limited common space. No playing, walking or running is permitted on the rubber roof and stones in the courtyard. All residents are required to stay on the designated pavers. Violation of the above rules is \$150 plus cost to repair any damage.

No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung out of a unit or exposed on any part of the common elements. The common elements and limited common elements shall be kept free and clear of rubbish, debris, and other unsightly materials, and no rugs or mops be shaken or hung from or on any of the windows, doors, railings, or vestibules, nor shall a unit owner sweep or throw or permit to be swept or thrown any dirt or other substance. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors, and stairways of the Building shall not be obstructed or used for any purpose other than entering and leaving the Units.

No article (including, but not limited to, garbage cans, bottles, or mats, boots or personal belongings) shall be placed in any of the halls or on any of the staircases of the Building, nor shall any fire exit be obstructed in any manner. Nothing shall be hung or shaken from the doors, windows, roof, or open terraces or patios or placed upon the windowsills of the Building. Garbage bags may not be temporarily left outside a resident's unit. Holiday decorations shall be restricted to the door of the Unit and hung appropriately. No decorations that create a safety hazard will be permitted.

Corridor doors are fire doors and will automatically close when a fire alarm sounds. Once doors are closed, they should not be opened. Elevators must not be used in case of a fire. All evacuation procedures must be followed during a fire alarm. Anyone knowingly causing a false alarm with the elevator emergency telephone or other fire equipment is subject to a \$500 fine and criminal prosecution.

Smoking is prohibited at all times in any indoor common area including the Jacuzzi room.

Payment of Charges and Fees

1. Common charges, assessment charges, and special fees as required, are due and payable in full by the 1st of every month as mandated by the bylaws. There is a 10-day grace period for mailing payments.
2. Any unit that has a balance that is more than 30 days in arrears will be turned over to the association's legal counsel and will have a lien filed against it, as outlined in the by-laws.
3. A \$125.00 late charge will be applied each month that the unit is in arrears and every month forward until all arrears have been satisfied: including all late fees.
4. A late fee shall also be assessed for any other delinquent fee or fine resulting from a special charge, assessment, or violation including but not limited to unpaid late fees.
5. Delinquencies will be sent to collections, and the respective owners will be responsible for associated legal fees per the by-laws.

Rules Regarding the Units

Each unit owner shall keep his unit in a good state of preservation and cleanliness and each unit owner shall be obligated to maintain and keep in good order and repair his own unit in accordance with the provisions of the bylaws.

All floors shall always be fully covered with rugs and/or carpet (except bathroom and kitchens) to reduce the transmission of sound so as not to disturb other residents. There shall be no barbecuing in the units or any other common areas except in the limited common elements and areas specifically designated for barbecuing by the Board of Directors.

No unit owner shall create any disturbance in the Building or common areas, or do or permit anything to be done therein, which will interfere with the rights, comforts, or conveniences of other unit owners.

No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated an audio, video, or computer device or other loud speaker in such owner's unit between the hours of 11:00 p.m. and 7:00 a.m., if the same shall disturb or annoy other occupants of the Buildings, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and 9:00 a.m.

No obnoxious or offensive activity shall be carried on in any unit or in the common elements or limited common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

Fines associated with the creation of a disturbance as listed above shall be \$150.00 for the first offense; \$300.00 for the second offense.

Rules Regarding Pets & Dogs

Dogs are not permitted as pets at The Landmark. Residents are permitted by State and Federal Law to maintain trained service animals and emotional support animals, subject to the Condominium's prior confirmation that the subject animal meets all State and Federal conditions pertaining to the maintenance of service animals and emotional support animals in public housing. Except to the extent Federal or State Law may permit authorized Service or Emotional Support Animals to enter upon the Condominium's property, dogs are not permitted as visitors to the Landmark, no matter how brief the time they are intended to be on the premises.

A list of the required documentation and information is available via the management office upon request. It is the resident's obligation to request, obtain and complete the necessary documentation prior to maintaining the subject animal in the building. Documentation is to be submitted to management at office@nardoassoc.com. Pursuant to Federal and State Law, properly documented service and/or ESA animals must adhere to the following rules and regulations, which protect the health and safety of all residents, guests, employees, and contractors entering the premises. Those rules and regulations are as follows:

1. The owner or caregiver is responsible for immediately cleaning up after the animal and discarding securely bagged droppings in the building's dumpster or disposed of off property.
2. No waste may be dropped down the trash chutes or in any common area trash can. All waste must be deposited directly in the dumpster or disposed of off the property.
3. Animals are not permitted to urinate, defecate, or relieve themselves in any fashion on association's property.
4. All animals must be leashed and under the constant control of the owner/caregiver whenever the animal is in the Common Areas of the premises.
5. No animal shall be permitted to create a nuisance or any unreasonable disturbance anywhere in the building.
6. A non-exhaustive and simply illustrative list of examples of objectionable behaviors that may be deemed to create a nuisance are:
 - a. Unruly behavior that causes personal injury or property damage.
 - b. Any animal that exhibits unreasonably aggressive or dangerous propensities, such as charging, biting, or growling or snarling.
 - c. Animals that create or produce audible noise continuously and/or incessantly for an unreasonable period, that can be heard outside of a unit, regardless of the time of day or night.
 - d. Animals in common areas that are not under the constant control of a responsible person and are not on a hand-held leash of no more than six feet in length.
 - e. Animals that relieve themselves anywhere in or upon the common areas, including but not limited to the hallways, elevators, sidewalks and parking garage.
 - f. Animals that are conspicuously unclean or parasite infested.

Owners of permitted Animals shall indemnify and hold harmless the Condominium Association from any and all liability or cost incurred as a direct or indirect result of the failure of the Owner to comply with these Rules and Regulations.

If any resident or management staff observes an infraction of any of these rules, they can discuss the infraction in a neighborly fashion with the caregiver to secure voluntary compliance. If the complaint is not resolved, then it can be submitted through a written complaint, via mail or e-mail, to The Board of Directors via Nardo & Associates. If the Board agrees with the complaint, the owner will receive written notice of the violation.

Failure to adhere to these Rules and Regulations may result in the imposition of fines or the commencement of appropriate legal action to remove the animal from the Premises.

Fees for Violations of Above Policy:

1. Violation of any of the above rules: \$250.00 for 1st offense; \$500.00 for all subsequent offenses.
2. Nuisance by a dog: \$250.00 + Any cost to repair, clean, exterminate.
3. All additional offenses: \$500 + Any cost to repair, clean, exterminate.
4. Harboring of a dog as a pet: \$1,500 / Month (every calendar month that the dog is observed residing in the property.)

Rules Regarding Construction

No construction shall commence until an executed "Alteration Agreement" has been submitted to the Board of Directors by the unit owner and returned consented to by the Board. A copy of this agreement is available at from the Managing Agent. Failure to submit this form along with the required items as detailed in the "Alteration Agreement" subjects the owner to a \$300.00 fine and all costs incurred by the Association to repair damage caused by unauthorized alteration.

No construction or repair work or other installation involving noise shall be conducted in any Unit except between the hours of 8:00 a.m. and 5:00 p.m. Monday-Friday and from 10:00 a.m. to 4:00 p.m. on Saturdays, unless such construction or repair work is necessitated by an emergency. All tools and materials must be brought in through the Service Entrance. All construction debris must be removed and disposed of by the unit owner at their sole expense. A fine of \$250.00 or the cost of the removal (whichever is greater) shall be assessed to unit owners violating this policy.

No person shall do or permit anything to be done that interferes with the rights, comfort, or convenience of others. Any occupant unduly inconvenienced by disturbing noise should communicate such to the concierge.

The agents of the Board or the Managing Agent thereof, and any contractor or workman authorized by the Board or the Managing Agent thereof, may enter any room of Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to interfere unreasonably with the use of such Unit for its permitted purposes. As per the bylaws, agents authorized by the Board or Management may enter units without permission in emergencies affecting the safety or operation of the unit, adjacent units, or common areas.

Rules and Regulations Regarding the Disposal of Trash

Trash bags shall be deposited down the compactor chute and all residents should keep refuse from littering the floor. In consideration for your neighbors, trash shall be deposited between the hours of 7:00 a.m. and 11:00 p.m. Garbage must be tied in a plastic bag and put down the chute.

Trash shall not be left on the floor in the trash room on the first floor. All recyclable materials listed below must be left neatly inside the trash rooms, service hall or loading dock and not pushed down the chute, in conformance with local recycling ordinances:

Newspapers

Bottles

Aluminum items

Glass

Accepted plastics

Vacuum bags must be bagged separately.

Cat litter must be brought directly to the Dumpster. (Do not flush in toilet, as it will ruin your toilet over time.)

Christmas Trees shall be wrapped and tied in plastic and delivered to the loading dock for disposal. **Do NOT put trees in the garbage chute.**

Excessive amounts of trash from move-ins shall be delivered to the loading dock for disposal. Boxes must be broken down and tied with string. The owner at their sole expense must dispose of appliances. These rules will be strictly enforced.

Individual unit owners at their sole expense must dispose of construction debris.

A fine of \$150.00 shall be assessed to unit owners violating these rules.

Rules Regarding the Use of the Laundry

The washers and dryers in the laundry rooms in the Building shall be used in such a manner and at such times as the Board of Directors may direct. Equipment must be used in accordance to posted regulations.

Laundry facilities are available on a first-come, first-served basis. Laundry shall be promptly removed to allow others access. If such laundry is finished being washed/dried and has not been emptied from the washer or dryer, a person waiting to use the machine shall be entitled to remove such laundry and place it on the laundry table. Machines, tubs, primary and secondary filters (behind the dryer), and dryers should be cleaned after use.

There shall be no dyeing or tinting of clothes in machines Residents are required to use liquid laundry soap to prevent damage to other residents' clothing.

Violation of provisions regarding dyeing of clothes or using liquid detergent shall result in a \$150.00 fine.

Rules Regarding Recreation Facilities

The recreation facilities include the following:

- Exercise room
- Swimming pool / Jacuzzi

The following general rules apply to all recreation facilities and to all users (owners, renters, and/or guests):

1. No food or beverages in glass containers.
2. No pets.
3. Smoking is permitted only in designated areas. Jacuzzi room is considered indoors, and as such no smoking is permitted there.
4. Maximum (2) Two Guest(s) are allowed in all recreation facilities. Resident must be present with guest(s) at all times.
5. The Department of Health has determined safety regulations for all the recreation facilities. These regulations are posted within respective areas. All users are responsible for being aware of and complying with the regulations. The Landmark recommends that all users with health problems use the recreation facilities under the guidance of their physicians.
6. Use of facilities may be restricted to posted times.

7. No food or beverages may be consumed in the pool itself.
8. In the event of glass breakage, responsible party will pay the cost of cleanup.

Exercise Room

1. No children less than 14 years of age allowed in exercise room unless accompanied by a parent or guardian.
2. No equipment may be removed from the exercise room.
3. All residents must wear sneakers or athletic rubber soled shoes.
4. Shirts are required at all times.
5. Equipment must be replaced after use.
6. Equipment must be used solely for the purpose for which it was designated.
7. The last person exiting after use is required to turn off the lights, stereo and television, and to close the doors and windows. The stereo and television must be played at a reasonable level.
8. The user must place a towel on all padded workout surfaces.
9. Equipment must be wiped off after each use.
10. Weights must be handled responsibly, i.e., returned to their place, and not dropped or thrown to the ground.

Violations of any of the above are subject to a \$150.00 fine.

Swimming Pool / Jacuzzi

1. Pool Hours: 8AM to 12AM daily.
2. NO LIFEGUARD ON DUTY.
3. Per Board of Health regulations, children must be accompanied by two (2) adults while swimming.
4. NO DIVING OR JUMPING.
 1. Pool and Jacuzzi hours are determined by the Board. Days and hours are posted.
 2. Appropriate bathing attire must be worn. Bathing caps are suggested for long hair.
 3. Appropriate clothing and shoes must be worn to and from the pool. Towels and bathing suits are not considered appropriate.
 4. There is a 2-guest limit per unit. All guests must be accompanied by the unit resident.
 5. Children under the age of 14 must be accompanied by an adult (18 or over). If a child enters the pool area without an adult, she/he will be asked to leave. If the child refuses to leave or behaves in a disrespectful manner, the child's parents/guardians will receive a written notice from the LCA Board.
 6. Large floatation devices (e.g., life preservers, tubes, rafts) are not permitted. Small flotation devices and goggles/breathing tubes are permitted. Child-size floats may be used at the discretion of a responsible adult.
 7. No disruptive games or activities which might interfere with enjoyment of other bathers are allowed in the pool or pool area.
 8. Children in diapers must wear plastic cover-ups and a bathing suit.
 9. Radios are allowed but they must be operated at a safe distance from the pool/Jacuzzi and at a reasonable volume so as not to inconvenience others.
 10. No glass in the pool area. Food and beverages may not be consumed while in the pool.
 11. Food, smoking, alcoholic beverages, and glass are prohibited from the Jacuzzi area.
 12. Residents must remove their garbage from the pool area and empty their ashtrays.
 13. Children under 14 are not permitted to use the Jacuzzi or be in the Jacuzzi area.
 14. The pool and Jacuzzi cannot be reserved for private use.
 15. The deck door cannot be opened during the winter months.

Violations of the above shall result in the assessment of a \$150.00 fine.

Garage and Wilkins Avenue Lots

1. One (1) parking entry remote per owned or rented space (\$50.00 fee for lost/stolen keys or remotes). Stolen or lost remotes must be reported immediately to the Front Desk.
2. No parking in handicapped spaces unless permitted and authorized.
3. Parking lots are designated for Unit owners/residents in their assigned spots only. All vehicles must be parked within the designated lines of the parking space.
4. Any change in vehicles or residents must be recorded in My Building and registered with the Managing Agent.
5. Any vehicle illegally parked in a garage owner's space may be towed by security and/or fined \$100.00 plus towing and storage fees.
6. No vehicle shall be parked in such a way as to impede access to parking garages, parking spaces, buildings, fire lanes, or dumpsters.
7. All vehicles must follow posted directions when exiting the garage.
8. No vehicle shall proceed through the parking lot at speeds greater than 10 mph, nor with a loud radio playing, or with horn honking.
9. No auto repair or maintenance is permitted in garage or the parking lot except for minor emergency problems.
10. Assigned spots are for residents and their designees only.
11. No storage of tires/parts/gas cans/etc. allowed in any level of garage. This rule will be strictly enforced.
12. Owners/residents should report any unusual happenings in the garage area to the Front Desk at once.
13. Owners/residents should report any parking structure lamps, which are not on, to the Front Desk at once.
14. No commercial vehicles such as trucks (greater than 6 feet tall) or boats are allowed to be stored in the garage.
15. LCA may suspend leased parking spaces for owners who have not paid their common charges.

Outside Circle

1. No parking of cars allowed in circle (by order of the Fire Department)
2. Circle is for the sole purpose of picking up and discharging passengers and to load and unload supplies (15-minute time limit will be strictly enforced).
3. No moving vans or service vehicles are allowed to unload supplies. The U.S. Postal Service truck is permitted to park in the circle while delivering mail.

Violations of above are subject to a \$150.00 fine and/or towing.

Mail Room / Bulletin Board

1. A resident who receives mail in his/her box that does not belong to him/her should deposit the mail with the Concierge.
2. Any advertisements received by a resident should not be left in the mail area, but should be discarded in a trash receptacle.
3. Residents/owners are not permitted to place items in residents' mailboxes, or to make arrangements with letter carriers or concierge to do same.
4. Residents/owners are required to leave official notices (LCA and management) in place on mailroom bulletin boards. A separate bulletin board is available for commercial postings and announcements.
5. Residents are not permitted to post defamatory material on community bulletin boards.

Entrance / Concierge

1. The telephone located at the concierge's desk is for emergencies and should not be used to make non-emergency telephone calls.
2. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose than entering and leaving the Units. All doors requiring the use of a key for entering and exiting must be kept closed at all times.
3. Stairwell doors are to be kept closed at all times except when in actual use of entering or leaving the stairs.
4. For safety reasons, children shall not be allowed to play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or lobby of the Building.
5. All visitors and vendors must sign in at the concierge desk. Unit Owners and/or Lessees should inform all prospective visitors and/or vendors of this procedure.
6. No resident is permitted to prop open an exit door or hold open an exit door for someone to enter.
7. All food vendors must sign in at the concierge desk. The concierge will notify Unit Owner and/or Lessee of the delivery
8. No outside vendors are permitted in the building. No door-to-door solicitation by residents or outside individuals is allowed. This includes leaving solicitations or letters under residents' doors.
9. Unit Owners and/or Lessees, their families, guests, employees, Agents or visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
10. Carts are provided for the convenience of all residents in transporting packages from their cars to their Units. As there is a high demand for the limited number of carts available, in consideration of the other residents, carts must be returned to the concierge promptly after their use (15-minute time limit).

Rules Regarding Sale/Leasing and Building Management

A. Leasing

1. Copies of all leases must be approved by the Board of Directors and sent to the Managing Agent before moving-in or the move-in date will not be approved.
2. A copy of these rules and regulations must be attached to all leases.
3. Lease approval waivers and necessary releases related to procuring approvals shall be available from the Managing Agent.
4. A lease administration fee of \$350.00 must be paid to the Managing Agent to be considered for lease approval.
5. Unit Owners shall be assessed a fine of \$250.00 for violation of the above policy.

B. Sales

1. Copies of all executed Contracts of Sale must be approved by the Board of Directors and sent to the Managing Agent for a Waiver of Right of First Refusal.
2. Purchaser must remit a contribution to the Reserve Fund equal to two months' common charges.
3. An Application Fee of \$350.00 must be paid to the Managing Agent for processing the sales package.

C. Moving Policy

1. After receiving the Right of First Refusal all moves must be scheduled with Nardo Associates at least two days in advance of Unit Owners and/or Lessees' intention of moving in or out. Only the service elevator may be used for moving and only one move a day is allowed. Moving in or out is permitted Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. **Moves on Holidays are not permitted.**
2. The required \$300.00 move in/move out fee (\$150.00 when move is within the building) must be paid by check, payable to: Landmark Condominium Association and given to Nardo & Associates prior to requesting a move date. The move out portion of the fee will be paid at the time of move IN, with no fee due at the time of move out. Move out's must be scheduled with Nardo Associates as well and need to be scheduled at least 48 hours in advance.
3. Moving in or moving out will not be permitted without the required two-day notice.
4. Saturday Move Request: a request to move in or out on a Saturday can be made to the managing agent, in writing.
 - a. If approved, an additional fee of \$350 is due to the managing agent.

- b. Moves on Saturdays are at the sole discretion and approval of the managing agent and will be supervised by maintenance personnel.
 - c. All fees and arrangements need to be paid, scheduled, and confirmed at least two (2) business days prior to any requested move date.
 - d. Final approval in writing is required before the move will be scheduled.
5. If Unit Owners or Lessees violate the move rules, the Unit Owner shall be assessed a fine of \$500.00.

D. Furniture Delivery

1. The service elevator must be reserved a minimum of 1 day in advance when furniture is being delivered which requires padding or other special elevator service.
2. Furniture delivery is permitted Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m.
3. A certificate of insurance from the company delivering must be provided prior to scheduling the delivery. Failure to do so will result in a \$150 fine and the cost to repair any damage that occurs as a result of the delivery.

E. Keys

1. Under NO circumstances shall access be granted to any apartment (e.g., to Real Estate agents, cleaning people, etc.), unless there is specific written consent by Owner/Lessee.
2. In the event of an emergency requiring forced entry, due to no key on file in the guard room, the Unit Owner and/or Lessee shall be responsible for replacing any damage to the door and/or lock that occurs to gain access to the unit.
3. Any Unit Owner and/or Lessee who alters any lock and installs a new lock on any door of the units must inform the Board of Directors and/or Managing Agent.

Rules Regarding Enforcement Policies

1. Owners of units shall at all times be responsible for the actions of their tenants and guests. All fines relating to the Rules and Regulations shall be assessed directly to the Unit Owners, who shall be solely responsible for the payment of said fines. If any Owner, Resident (Tenant) or Guest violates or is otherwise liable for a violation of any of the provisions of the Rules and Regulations of the Condominium, the following shall occur:
 - a. Upon violation by an Owner, Resident (Tenant), or Guest, the Owner shall be notified of the violation by the Managing Agent or designated personnel of the Condominium, in a manner prescribed by the Board, and if the Board so elects, by the Condominium's attorney. The Unit Owner shall be assessed up to \$250.00, minimum \$25.00 for the time, costs and expenses of this notification, following an opportunity for a hearing as set forth in paragraph 4 below.
 - b. In addition, the Unit Owner shall also be assessed for the costs of the legal fees incurred by the Condominium as the Condominium's attorney bills them to the Condominium.
 - c. Upon further or continuing violations by a resident, the matter may be forwarded to the Condominium's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the Unit Owner's account.
 - d. Notification may also contain such demands as are necessary to protect the interests of the Condominium, in accordance with the provision of the Declaration, Bylaws and Rules and Regulations of the Condominium.
2. Any Unit Owner assessed hereunder shall pay such charges within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the Unit Owner to additional fines and/or late fees as well as all of the legal or equitable remedies necessary for the collection thereof.
3. The remedies there under are not exclusive, and the Board may, in addition thereto, take any action provided for the Declaration and bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Condominium.
4. Owners contesting fines associated with a violation hereunder may proceed as follows:
 - a. Within ten (10) days after the resident is notified pursuant to paragraph 1 of this section, the Unit Owner may submit, in writing, a protest to the Board, stating the reasons the resident feels he has not committed a violation.
 - b. Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as if confessed. Should a protest be filed, a hearing on the latter shall be held before the Board no later than sixty (60) days after receipt of written protest.
 - c. At the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its

determination regarding the alleged violation. The decision of the Board shall be final and binding on the resident.

- d. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, the Board may pursue other legal or equitable remedies during this time. Notification of the Board's determination shall then be made.
- e. Time is of the essence regarding this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Owner at the unit address, or to such other address as the Owner shall have previously filed with the Board.

Rules Regarding Filing Complaints

1. Any resident may go to the concierge and verbally inform him/her of a complaint. This complaint will be logged in a manner prescribed by the Board. Anonymity may be requested.
2. Any resident may write his/her complaint and present it to the Managing Agent.
3. The resident shall be notified about the status of the complaint in a reasonable time.
4. The final resolution of this problem shall be delivered in writing to the resident.
5. Residents are not entitled to learn the identity of other residents who place complaints against them.

Fees and Fines Summary*

Common Charge Late Fee	\$125 per month
Attorney Notice fee for illegal dog (if required)	Attorney cost
Disturbance by a registered dog	\$250 per incident
Failure to clean up after dog	\$250
Performing construction work after hours	\$150
Performing work without providing certificate of Insurance	\$250
Leaving articles in the hall/common area	\$150
Violations of rules regarding units (noise)	\$150
Failure to remove construction debris or depositing in association dumpsters	\$250 <i>+cost of removal</i>
Recreation Facilities (all violations)	\$150
Children playing in public hallways, corridors, stairways, and causing a disturbance	\$150
Items not permitted on terraces	\$150
Postings not in designated areas	\$500
Parking Violations	\$150
Vandalism or intentional damage to or in any common area	\$500
Failure to submit lease for waiver	\$500
Move fee within building (one unit to another)	\$150
Move In/Out Violation	\$500
Unscheduled or after-hours furniture delivery	\$150
Causing a False Fire Alarm	\$500
Disregarding direction of security personnel or staff	\$500
Tampering with or adjusting any building system or controls	\$1,000
Smoking indoors in common areas	\$150
Use of illegal substances in common areas	\$250

***All fines double with second offense and each occurrence thereafter.**