

November 2010

**RULES AND REGULATIONS OF  
THE RESIDENTIAL SECTION OF  
THE KNICKERBOCKER LOFTS CONDOMINIUM**

Note: As used herein, Residential Unit Owner includes any tenant of such Residential Unit Owner and/or any other person including any family members, agents, servants, employees, licensees, or visitors of the Residential Unit Owner that the Residential Unit Owner allows or permits to enter the Building premises or to reside or visit any Residential Unit.

In case of any inconsistent terms or rules contained herein, with those contained in the Condominium Association's Declaration or By-Laws, the provisions provided herein shall govern.

Reference should be made to the Condominium Association's Declaration and By-Laws for all other rules and regulations.

Any request for an approval or for an interpretation or clarification of any of the following Rules and Regulations must be made in writing to the Condominium Board and the Managing Agent for the Building and said approval or request for interpretation or clarification from the Condominium Board is required to be obtained in writing.

**SECTIONS**

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## A. General

A1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Residential Units or the Limited Common Elements shall not be obstructed or used for any purpose other than ingress to and egress from the Residential Units.

A2. Each Residential Unit and the Limited Common Elements shall be maintained in good repair and overall appearance by the Residential Unit Owner. No improper or unlawful use shall be made of any Residential Unit and all applicable laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed.

A3. No changes affecting the appearance of the exterior or interior of the Building, such as skylights, chimneys, decorations (except winter holiday decorations as provided herein), awnings, signs, sun shades, air conditioning equipment, fans, screens and enclosures, or other changes are permitted unless they are approved by the Condominium Board.

A4. Any improvements to and landscaping of the Common Elements and any modification to the facilities shall be done or authorized only by the Condominium Board.

A5. Residential Unit Owners may not display any signs in windows of their Units or in the Common Elements (other than those in their Residential Unit windows relating to the Winter Holiday or Religious seasons), nor may any Residential Unit Owner place window displays or advertising materials in the their Residential Units or in any windows or Common Areas and Facilities. Winter Holiday and Religious decorations displayed in windows shall be removed no later than two weeks following the end of the Winter Holiday or Religious event as observed.

A6. No nuisance shall be allowed in the Building nor shall any use of a Residential Unit be allowed which is a source of annoyance to Residents or which interferes with the peaceful possession and proper use by a Resident of the Building or their Residential Unit.

A8. No article (including, but not limited to, garbage cans, bottles or mats, shoes, umbrellas, baby carriages or other such equipment in the public halls, passageways, or other public areas of the Building.) shall be placed or stored in front of any Residential Unit door (except for a door mat or a door hanging), any hallway, passageway or other public areas of the Building or in any of the staircases or fire landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

A9. The Laundry Room and any drying apparatus in the Laundry Room of the Building shall be used in such manner and such times as the Condominium Board or the

Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Residential Unit.

A10. No refuse shall be left outside any Residential Unit or in any other part of the Building and shall be sent to the refuse area(s) of the Building. Nothing shall be hung or shaken from any doors, windows, balconies or terraces, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

A11. There shall be no playing or lounging in the entrances, passages, public halls, elevator, vestibules, corridors, stairways, or fire landings of the Building.

A12. The Condominium Board may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

A13. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Residential Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements that will result in the cancellation of insurance on the Building or the contents thereof, or that would be in violation of any Law. No Residential Unit Owner or any of his or her family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in such Residential Unit Owner's Unit any flammable, combustible, or explosive fluid, material, chemical or substance, except as for normal household products.

A14. There shall be no barbecuing in the Units, in their appurtenant Limited Common Elements, if any, or in the Common Elements, except in any area designated by the Condominium Board for such purpose, if any.

A15. No Residential Unit Owner shall make, cause, or emit any unusual, disturbing or objectionable noises or odors in or from his or her Unit or its appurtenant Limited Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts or conveniences of the other Residential Unit Owners.

A16. Doors to Residential Units should be closed quietly and not allowed to slam shut.

A17. Appropriate floor coverings must be used to reduce noise to the Residential Unit below.

A18. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set or other loudspeaker in a Residential Unit or its appurtenant Limited Common Elements, if any, between 11:00 P.M. and the following 9:00 A.M, if the same shall disturb or annoy other occupants of the Building, and in no event shall any

Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 11:00 P.M. and the following 9:00 A.M.

A19. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

A20. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and By-Laws, no patients, clients, or other invitees shall be permitted to wait in the lobby or hallways.

A21. Residential Unit Owners are responsible for installing child window guards. No window decorations (other than curtains, shade, blinds and the like, and Winter Holiday or Religious decorations as provided herein) shall be used in or about any Residential Unit. In no event, however, shall any windows of any Residential Unit be colored or painted, except as required by the Condominium Board.

A22. No ventilator or air conditioning device shall be installed in any Residential Unit or its appurtenant Limited Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

A22. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as may be permitted pursuant to the terms of Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board. Nothing shall be projected from any window of a Unit without similar approval.

A23. 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 and recommendations of the New York Board of Fire Underwriters or successor organization, if any, and the public authorities having jurisdiction, and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

A24. Water-closets and Utility closets in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into same. Any damage resulting from misuse of any water closets or Utility closets apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

A25. Each Residential Unit Owner shall keep his or her Unit and its appurtenant Limited Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

A26. The agents of the Condominium Board or Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Residential Unit at any reasonable hour of the day, on prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential 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; provided that any such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

A26. The Condominium Board or the Managing Agent may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit entry to his or her Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property). Neither the Condominium Board, the Managing Agent nor the Building Superintendent is responsible to unlock your door in the event you are locked out of your Residential Unit.

A27. If any key or keys are entrusted by a Residential Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Residential Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Condominium Board nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

A28. Residential Unit Owners and their respective Family Members, tenants, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon, the roof of the Building, except on the Patio.

A29. No Residential Unit Owner shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business nor may they

engage them for any personal use except during after hours and then on terms and conditions as agreed to by the Resident Unit Owner and the employee.

A30. All common charges shall be due and payable on the first day of each month. A late fee shall be assessed for any payment not received by the tenth day of the month. The late fee shall be \$25 for the late payment, and \$25 for each subsequent late payment, or such other amount as designated by the Condominium Board. No warnings will be issued prior to imposition of late fees. ✓

A31. Any Residential Unit Owner who leases his or her Residential Unit shall provide a copy of the signed lease agreement to the Condominium Board. Each lease agreement shall provide that the tenant's failure to comply with the provisions of the Declaration and Rules and Regulations of the Condominium shall constitute a breach of the lease agreement. Each Residential Unit Owner shall also provide a copy of the aforesaid documents to his or her tenants. Each Residential Unit Owner shall be responsible for the payment of any fines or fees assessed by the Condominium Board for violations committed by his or her tenants. The Residential Unit Owner of a Residential Unit must complete the required Leasing Information forms as required by the Condominium Board together with the payment of fee in the amount of \$200, or in such other amount as determined by the Condominium Board from time to time. 150 now

A32. House sales and/or Open Houses may be conducted only if the Condominium Board is satisfied that security measures are adequate. If an Open House is to be held by the seller's realtor, the realtor must check with the Managing Agent as to the proper procedure for having an Open House. The seller must furnish their realtor with a copy of the Declaration and a copy of the current Rules and Regulations.

A33. The seller of any Residential Unit is responsible for accounting for all common-area keys issued (two keys and two Key FOBS per Residential Unit). At the time of the sale, common-area keys and Key FOBS should be turned over to the Condominium Board or the Managing Agent so that they can be reissued to new owner.

A34. To the extent permitted by Law, the residential storage room of the Building, if any, shall be used by any Residential Unit Owners electing to rent such spaces. Supervision, management and control of the renting of spaces in the storage room are vested in the Condominium Board, which may, from time to time, promulgate rules relating to prohibited items in the storage room. The use of the storage room shall be at the sole risk of the Residential Unit Owner or other person using the same, and the Condominium Board, its agents, and the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent, or otherwise.

A35. Any use of the Patio or the Clubroom must be reserved on the Knickerbocker Lofts website.

A36. Use of the Laundry Room, Fitness Center, Club Room and Patio is subject to the Rules and Regulations determined by the Condominium Board and posted therein.

A37. Every Resident is required to logon and register with the Condominium's website and thus is deemed to have received all notices and notifications relating to Knickerbocker Lofts.

A38. Any newspapers left in front of any entrance may be removed by the afternoon of on the date delivered to the Package Room and may be put in the recycling bin on the 7<sup>th</sup> day following recycling.

A39. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

A40. Complaints regarding the service of the Condominium shall be made in writing to the Managing Agent.

## **B. Security**

B1. All entrance doors and side doors must be locked after entering or leaving the Building. Do not leave propped open doors unattended or allow service people to do so. Residential Unit Owners are responsible for this action whether on or off the premises, and must notify all contractors and service people as to this rule. Notify the Building Superintendent if locks do not function properly.

B2. Do not admit anyone into the Building except visitors or service people who are expected by you and can be identified by you on the intercom. Do not let any stranger follow you through the lobby door. Do not admit unexpected deliveries by buzzer. Go down to the lobby entrance, if necessary, to accept deliveries. Every visitor to the Building is required, for the security of all Residents, to be identified through the Concierge system.

B3. Delivery companies are only authorized to deliver packages through the Concierge and to leave them in the Package Room. The Concierge will inform you in the method you have advised them of, of a package delivery. Package delivery companies are not permitted to deliver packages to Residential Unit front doors.

B4. Residential Unit Owners are responsible for retrieving any common-area keys given out to non-Residents on a temporary basis. In the case of lost or stolen keys, the Residential Unit Owner is to immediately notify the Managing Agent.

B5. If planning to be away, arrange with a neighbor to pick up mail, newspapers, magazines and packages left at the Building's front door or, if necessary in the Package Room, and arrange for mail to be taken from your mail box. Newspapers left at the front entry door are to be picked up during the day. Any newspapers left overnight will be put in the Package Room recycling bin. No packages or newspapers are to be left at the rear door.

B6. Notify the Building Superintendent when leaving the Building for an extended period of time. It is suggested that owners leave a telephone number where they can be reached and the location of car keys with the Building Superintendent.



### C. Modification or alterations to Residential Units

C1. No Residential Unit Owner shall make any structural alteration or any other addition or improvement in or their Residential Unit (such as modifying bathrooms, removing or adding walls, replacing windows, having work performed on the electrical, plumbing, HVAC or other systems) without the prior written approval of the Condominium Board. In the event, however, that the Condominium Board shall fail to answer any written, reasonably detailed request for such approval within thirty days after such request is received, such failure to respond shall constitute the Condominium Board's consent thereto. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Residential Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, or improvement, may be made, including, without limitation, the indemnity referred to in this Section and the days, hours during which any such work may be done and any other condition that the Condominium Board may reasonably require.

C2. All alterations, additions, improvements and repairs by Residential Unit Owners shall be made in compliance with all laws, including any departments of the City of New Rochelle and any other governmental agencies. Neither the Condominium Board nor any Residential Unit Owner (other than the Residential Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to their Residential Unit(s)) shall incur any liability, cost or expense either (i) in connection with the preparation, execution or submission of the applications referred to above; (ii) to any contractor, subcontractor, materialman, architect or engineer on account of any alterations, improvements, additions or repairs made or caused to be made by any Residential Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. Any Residential Unit Owner making any alterations, improvements, additions or repairs, or causing any of the same to be made, in or to their Residential Unit shall agree (in writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing) to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Residential Unit Owners harmless from and against any such liability, cost and expense, including, without limitation, any reasonable attorneys' fees incurred in connection therewith.

C3. The Condominium Board requires that the following requirements be met before any changes to a Residential Unit is commenced:

- (i) That the City of New Rochelle be notified in advance and a building permit be obtained with a copy forwarded to the Condominium Board.
- (ii) Copies of all plans and specifications must be submitted to the Condominium

Board, at least 30 days in advance of any work being performed.

C4. The Condominium Board must approve, in writing, any modification or alternation to a Residential Unit prior to work commencing.

C5. Any work to be done must be designed and supervised by a licensed architect or engineer of proper discipline.

C6. The Condominium Board reserves the right to retain the services of a qualified contractor to inspect the work to be assured that there has been no damage to the structural integrity of the Building or systems, and that all work is in compliance with local codes and ordinances. The cost of the inspection shall be the responsibility of the Residential Unit Owner.

C7. Any new windows to be installed must conform and match the existing windows of the Building and of those being replaced. Window replacement must be done with the selected window replacements as selected by the Condominium Board.

#### **D. Pets and other animals**

D1. No animal shall be permitted, raised, kept, or harbored in the Building other than cats (no more than 2), a dog (no more than 1) who is non-threatening and not more than 60 pounds, provided they do not cause a nuisance or health hazard or unsanitary condition. No dogs, cats or other animals may be bred within any Residential Unit.

D2. All cats and dogs must be registered with the Condominium Board on such forms as provided by the Condominium Board and on or after November 1, 2010, all new cats and dogs must be registered and approved by the Condominium Board prior to their being raised and kept in any Residential Unit.

D3. All dogs and cats are not permitted in the Common Elements (which includes the Parking Lot) or facilities unless carried or on a leash and must be curbed in all Common Elements and facilities. No pet is allowed to urinate or otherwise create pet waste in any area near any doorway (e.g., near front and rear door entrances, entrances to Units 15/16/17 and 11/12/24/25 and any plant or flower bed near such doors and entrances) or on the parking lot asphalt. Pets are to relieve themselves as far away from door entrances and other passageways so as not to create foul odours for in any area of the Common Elements. No pet waste is to be deposited in any exterior garbage can, but must be sealed in a plastic bag and deposited in the Garbage Area.

D4. If any pet creates offensive noise, is allowed outdoors or in the Common Elements except on a leash, or in any way creates a disturbance, the Condominium Board may revoke their consent and require that the pet be removed from the Condominium, and the Owner of the pet shall immediately comply with such request. Each Residential Owner and any pet owner shall hold the Condominium Board and each of the other Residential Unit Owners and their respective agents and employees harmless against loss, liability, damage or expense resulting from any actions of his or her pet(s) within the Condominium.

D5. No pigeons or other birds or animals shall be fed from the windowsills or other public portions of the Building or on the sidewalk or street adjacent to the Building.

D6. Residential Unit Owners who were residents of the Building before the filing of the Condominium Offering Plan and before November 1, 2010 who were not in compliance with the Rules contained in this Section as it relates to their pets may seek limited exemptions from the Rules contained in this Section by petitioning the Condominium Board. Such waivers shall be in the sole discretion of the Condominium Board.

### E. Parking and Other Vehicles

E1. Nothing may be stored or parked in the Parking Space except a passenger automobile or other vehicle and items contained therein.

E2. No more than one passenger licensed automobile or other vehicle may be parked or stored in a Parking Space.

E3. Vehicles must show their Building Parking tag in a manner that makes it visible from the rear of the parking spot to anyone who may be verifying the vehicle's parking status.

E4. No passenger automobile or vehicle can be longer than the length of the parking spot.

E5. Each passenger automobile or other vehicle must be maintained in a condition such that it does not cause damage to a Parking Space (i.e. from an oil leak or transmission leak).

E6. No passenger automobile or other vehicle shall be permitted to be serviced, repaired, washed or otherwise worked on in a Parking Space except for changing a tire or charging a battery.

E7. No Parking Space may be painted by the Residential Unit Owner nor any signs placed thereon.

E8. No Residential Unit Owner shall interfere with the rights of another Residential Unit Owner to use their Parking Space in their intended manner.

E9. Failure to park in the correct Residential Unit Owner's Parking Space shall result in the vehicle being towed and all costs and expenses of the towing shall be charged to the Residential Unit Owner and to be collected as an unpaid Common Charge fee.

E10. If any person parks a vehicle in any area of the Condominium property, the vehicle and property therein is at the sole risk of such person, and not the responsibility of the Condominium.

E11. All Vehicles must be operated in a slow and safe manner at all times.

E12. Motorcycles, scooters, Vespas or similar vehicles shall not be taken into the Building. Residents must have a parking spot for each motorcycle, scooter, Vespa or similar vehicle.

E13. All vehicles to be parked in the parking lot must be registered with the Condominium Board on such forms as provided by the Condominium Board.

## **F. Moving (Move-ins and Move-outs)**

F1. Moves into and out of the Building must be scheduled in advance with the Building Superintendent, who will then supervise all moving arrangements as well as the use of the elevator during the move to insure that no damage to the Building occurs.

F2. Each Resident must advise the Managing Agent and Building Superintendent of the date of the move and obtain a Moving Permit for such a move. Permits must be obtained at least 24 hours in advance.

F3. A Moving Permit is required for all move-ins and all move-outs. The Moving Permit is issued upon receipt by the Managing Agent of a \$300 security deposit. This moving permit must be shown upon request to the Building Superintendent. The Moving Permit shall be substantiated in the form prescribed by the Condominium Board. The security deposit will be held by the Condominium against any damage to the Common Elements of the Building caused by the move. Upon completion of any moves into and out of the Building, the Common Elements will be inspected and the security deposit will then be used to cover repairs or returned to the Permit Holder.

F4. Residents must use an insured moving company which can submit proof of liability insurance in the case of injury or damage on the Knickerbocker Loft premises. If the person moving in or out of the Building is using their parents, friends, or a handyperson to help move, helpers must sign a hold harmless release form that absolves the Condominium Association and the Managing Agent of any liability including theft & or injury.

F5. To limit inconvenience to Residents, moving hours will be limited to Monday – Saturday: 9am – 8pm, but not on any National Holidays. The Condominium reserves the right to stop moves which begin before or extend beyond the above-designated hours.

### **G. Fire Safety**

G1. No smoking is permitted in the Common Elements of the Building. These include all hallways, elevators, stairwells, lobbies, storage areas, Laundry Room, Patio, Club Room, and Fitness Center.

G2. Smoke detectors are required to be installed in your own Residential Units and tested every six months. It is recommended that the batteries be changed once a year.

G3. Fire extinguishers are located throughout the Building. Smoke detectors, are located on all floors and in the Common Elements. Acquaint yourselves with their location and use.

## H. Insurance

H1. Residential Unit Owners are individually responsible for insuring their personal property in their respective Residential Units, their personal property stored elsewhere in the Building, their personal liability to the extent not covered by the liability insurance for all owners obtained by the Condominium, and for their improvements made within the Residential Units. The Condominium is not responsible for these items.

H2. Each Residential Unit Owner is responsible for the maintenance and repair of interior walls of units, appliances, heating and air-conditioning units, fixtures, carpeting, etc.

H3. Each Residential Unit Owner is also responsible for any damages caused to another Residential Unit or to the Common Elements that is directly attributable to a Residential Unit Owner's unit and acts of the Residential Unit Owner and not from the Common Elements.

H4. Nothing shall be done or kept in any Residential Unit, in the Limited Common Elements or in the Common Elements which would increase the rate of insurance on the Building or the contents thereof, applicable for its intended use, without the prior written consent of the Condominium Board.

H5. Proof of insurance must be sent to management prior to move-in date.



## I. Complaints and Grievance Process

11. If someone is believed to be in violation of any of the provisions of the Declaration, the By-Laws or the Rules and Regulations, a signed written complaint must be submitted to the Condominium Board by addressing it to the Managing Agent.

12. Forms for this purpose are available through the Managing Agent. Completed forms are to be sent to the Managing Agent.

13. The Condominium Board, upon receipt of complaints, will investigate in a timely manner. If the violator chooses not to cease the action, the Condominium Board will then issue a written notice informing them of a time and place where the Condominium Board or its duly authorized committee, will conduct a hearing to review the complaint. At that time, the party will have an opportunity for defense. Should the alleged violator choose not to be present for the hearing, they will be assumed guilty by default and all rights for appeal automatically waved.

14. All hearings will proceed with or without the presence of the named owner of the Residential Unit, so long as notice has been sent in advance to the named owner of the Residential Unit. The findings of the hearing by any duly authorized committee of the Condominium Board will be submitted to the Condominium Board, for disposition at its next regularly scheduled meeting.

16. If the complaint is found to be valid, the Condominium Board will notify the violating party in writing and a fine may be charged to the assessment account of the Residential Unit Owner in which the person resides and will be collected with the monthly assessment.

17. There may be a fine imposed for each violation provided that the violating party has not been fined for the same violation within the last year. If the party involved continues to violate the rule or regulation in question the fine will be increased, unless otherwise stated.

18. In the event of any violation of the Rules and Regulations, Declaration or Bylaws of the Condominium Association, the Condominium Board reserves the right to pursue any and all legal remedies to compel enforcement. Any and all costs and attorney's fees shall be assessed to the account of the offending owner at the time they are incurred.

19. Unless otherwise stated in these Rules and Regulations, or unless the Condominium Board determines a larger fine is appropriate, fines shall be levied at the amount of:

First offense - \$50.00

Second offense - \$100.00

Third and subsequent offenses – Amount to be determined by Condominium Board

110. All fines and late fees shall be collected by the Condominium in the same manner as unpaid common area fees, and shall constitute a lien on the Residential Unit of the Owner assessed until paid.