

*Sixty-Four Sagamore Road Condominium  
64 Sagamore Road  
Bronxville New York 10708*

TO: Unit Owners  
FROM: The Board of Managers, 64 Sagamore Road Condominium Association  
RE: Right of First Refusal/Sale of a unit

In accordance with the By-Laws of the 64 Sagamore Road Condominium Association, a unit owner wishing to sell/ his/her apartment must give written notice to the Board of Managers of such intention (see Attachment #1). To issue the Right of First Refusal for the sale of an apartment, the Board requires the following:

1. A completed Sales Application form (enclosed).
2. A check in the amount of \$350 to cover the administrative costs of processing the Right of First Refusal. The check must be made payable to Garthchester Realty. This fee is non-refundable.
3. A copy of the Contract of Sale.
4. A copy of the Unit Deed, including the following clauses:
  - a) Acceptance of this deed by the grantee shall continue the assumption of the provisions of the Declarations, By-Laws and Rules and Regulations of 64 Sagamore Road Condominium as the same may be amended from time to time.
  - b) The unit being conveyed herein is intended for residential use only.
5. The Power of Attorney form (enclosed) properly executed and notarized.

Items #1-5 above should be sent directly to:

Garthchester Realty  
440 Mamaroneck Avenue, S-512  
Harrison, NY 10528

Once Garthchester has received all these items, the materials will be presented to the Secretary of the Association to secure a decision on the Right of First Refusal. When the Board has waived its Right of First Refusal, Garthchester will forward the appropriate documentation to you, so that a closing date can be scheduled.

Please allow up to 20 days for receipt of the Waiver.

Prior to the closing date, the following matters must also be attended to:

6. Any and all common charges: assessments and/or outstanding fines affecting the said unit, which have been accrued up to and including the month of closing of title, must be paid in full and have cleared the bank for payment. Any unpaid amount will constitute a lien against the unit.
7. Any storage bin assigned to the seller must be emptied of all contents and the building superintendent informed of such action. The storage bin is not transferred to the purchaser with the purchase of your unit.
8. Move-out and Move-in Permits must be obtained (see enclosed memo and form).

For your information, any and all water charges which may be due with respect to the Condominium shall be paid by the Condominium and are not to be deemed obligations on the part of the unit owner.

**64 SAGAMORE ROAD CONDOMINIUMS  
SALES APPLICATION**

TO BE RETURNED TO: GARTHCHESTER REALTY  
440 Mamaroneck Avenue, S-512  
Harrison, N.Y. 10508

1. Unit # : \_\_\_\_\_

2. Unit Owner (s) : \_\_\_\_\_  
\_\_\_\_\_

3. Name, address and Phone Number of Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Terms of the Transaction:

Closing Date: \_\_\_\_\_

Selling Price: \_\_\_\_\_

5. Number of Adults \_\_\_\_\_ Children \_\_\_\_\_ that will be occupying the unit.

6. Number of Animals: Cats \_\_\_\_\_ Dogs \_\_\_\_\_ ( Not to Exceed 50lbs. )

7. Name of Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Position : \_\_\_\_\_

Salary: \_\_\_\_\_

Length of time employed by above: \_\_\_\_\_

If less than 2 years please furnish previous employment information.

8. Is Spouse Employed?: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes:

Name of Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Position: \_\_\_\_\_

Salary: \_\_\_\_\_

Length of Employment \_\_\_\_\_

9. Does purchaser intend to rent unit? \_\_\_\_\_

a) If yes, please advise the purchaser that another Right of First Refusal must be obtained from the Board of Managers before the unit can be rented.

b) If no, list occupants of unit and relationship to purchaser:

OCCUPANT

RELATIONSHIP TO PURCHASER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I (we) have received, read and agree to abide by the Declaration of the Condominium, the By-Laws, and Rules and Regulations of 64 Sagamore Road in Bronxville.

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Note: Please use additional form for Co-applicant other than Spouse.

For: \_\_\_\_\_

Re: Bldg: \_\_\_\_\_

Apt/Unit # \_\_\_\_\_

Applicant: \_\_\_\_\_ SS# \_\_\_\_\_

Spouse: \_\_\_\_\_ SS# \_\_\_\_\_

Date married: \_\_\_\_\_ Number of Dependents: \_\_\_\_\_

Address: \_\_\_\_\_ How long? \_\_\_\_\_

Zip \_\_\_\_\_  
\*\*( If less than three (3) years - Please list previous address below.)

Previous address: \_\_\_\_\_ How long? \_\_\_\_\_

Zip \_\_\_\_\_

Employment:

Name: \_\_\_\_\_ How long? \_\_\_\_\_

Address: \_\_\_\_\_ Tel.# \_\_\_\_\_

Zip \_\_\_\_\_

Position: \_\_\_\_\_ Base monthly income: \$ \_\_\_\_\_

( If self employed - Please list name of Accountant/CPA below.)

Name: \_\_\_\_\_ Tel.# \_\_\_\_\_

Address: \_\_\_\_\_

Zip \_\_\_\_\_

Spouse's Employment:

Name: \_\_\_\_\_ How long? \_\_\_\_\_

Address: \_\_\_\_\_ Tel.# \_\_\_\_\_

Zip \_\_\_\_\_

Position: \_\_\_\_\_ Base monthly income: \$ \_\_\_\_\_

( If self employed - Please list Accountant/CPA below.)

Name: \_\_\_\_\_ Tel.# \_\_\_\_\_

Address: \_\_\_\_\_

Zip \_\_\_\_\_

Bank ( Checking Account )

Name: \_\_\_\_\_ Acct# \_\_\_\_\_

Address: \_\_\_\_\_

Zip \_\_\_\_\_

Please sign Release Form below.

I/We authorize the release of Employment, Income, Banking or Financial information to: \_\_\_\_\_ and/or authorized representatives.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

64 Sagamore Road Condominium

Car Registration

Date:\_\_\_\_\_

Resident Owner: Yes\_\_\_\_ No\_\_\_\_

Resident Renter: Yes\_\_\_\_ No\_\_\_\_

Name:\_\_\_\_\_

Unit Number:\_\_\_\_\_

Home Telephone:\_\_\_\_\_

Work Telephone:\_\_\_\_\_

Cell Telephone:\_\_\_\_\_

All vehicles must be registered but only one (1) will receive a decal which allows parking in the driveway between the hours of 9 A M and 11 P M. Other cars must use street parking.

How many cars do you have:\_\_\_\_\_. If you have no car then please sign your name below.

If more than one (1) please state which car will have the decal:\_\_\_\_\_

First Car: Make:\_\_\_\_\_ Model:\_\_\_\_\_

Year:\_\_\_\_\_ Color:\_\_\_\_\_ State Registered:\_\_\_\_\_ Plate Number:\_\_\_\_\_

Second Car: Make\_\_\_\_\_ Model:\_\_\_\_\_

Year:\_\_\_\_\_ Color:\_\_\_\_\_ State Registered:\_\_\_\_\_ Plate Number:\_\_\_\_\_

When you receive the decal it must be affixed to the car's left rear window.

Signature:\_\_\_\_\_

Print Name:\_\_\_\_\_

# 64 Sagamore Road Condominium

## PET REQUEST FORM

Residents must submit a completed request form for any pet in their Unit (maximum of one pet permitted per unit). Please return completed form to the requested managing agent.

In addition to a completed and signed form, please attach the following:

- . Certificate of Vaccination
- . Proof of License
- . Current and representative photograph of the pet

Date:	Unit Number:
Unit Owner:	Unit Owner Daytime Phone:
Tenant:	Tenant Daytime Phone:

Pet's Name	
Type of Pet: Dog <input type="checkbox"/> Cat <input type="checkbox"/>	
If Dog, Specify Breed:	
Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>	Neutered / Spayed: Yes <input type="checkbox"/> No <input type="checkbox"/>
Color:	
Age of Pet:	
Current Weight:	If Pet is not fully grown, Expected Weight:
<b>Note: The Board will NOT give approval for any pet weighing 50 lbs. or more, or for a pet that is expected to weigh 50 lbs. or more when fully grown, to reside in a Condominium Unit. Violations of this rule could result in substantial fines and/or eviction of the pet from the Condominium.</b>	
Is Pet a Service Animal? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does Pet have any history of aggressive behavior or biting:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has pet been the subject of any prior noise complaints:	Yes <input type="checkbox"/> No <input type="checkbox"/>
If answer is yes to any of the above, then please provide details:	
I/we affirm that the foregoing is true and accurate to the best of my/our information and belief and that, should any of this information be untrue or inaccurate, I/we may be subject to eviction proceedings at my/our sole cost.	
Owner Name:	Date:
Owner Signature:	
Tenant Name:	Date:
Tenant Signature:	

APPLICATION FOR MOVING PERMIT

64 SAGAMORE ROAD

THIS FORM MUST BE FILED 10 DAYS PRIOR TO THE REQUESTED MOVING DATE.

UNIT OWNERS NAME: \_\_\_\_\_ UNIT NO.: \_\_\_\_\_

NAME OF PERSON(S) MOVING: \_\_\_\_\_  
\_\_\_\_\_

MOVE-IN \_\_\_\_\_ OR MOVE-OUT \_\_\_\_\_ (check one)

PREFERRED DATE OF MOVE:

1ST CHOICE: \_\_\_\_\_

2ND CHOICE: \_\_\_\_\_

PREFERRED TIME OF MOVE:

1ST CHOICE: \_\_\_\_\_

2ND CHOICE: \_\_\_\_\_

ESTIMATED TOTAL HOURS REQUIRED FOR MOVE: \_\_\_\_\_

NAME AND ADDRESS OF MOVING COMPANY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

signature of unit owner

CURRENT MAILING ADDRESS AND PHONE # OF UNIT OWNER

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ HOME: \_\_\_\_\_ BUSINESS: \_\_\_\_\_

A CHECK FOR \$600, PAYABLE TO 64 SAGAMORE ROAD CONDOMINIUM, MUST ACCOMPANY THIS APPLICATION. \$100 OF THIS FEE WILL BE NON-REFUNDABLE. THE BALANCE WILL BE REFUNDABLE IF NO DAMAGE HAS OCCURRED DURING THE MOVE.



*Sixty-Four Sagamore Road Condominium*  
*64 Sagamore Road*  
*Bronxville, New York 10708*

TO: Prospective Unit Owners and Prospective Tenants  
FROM: Board of Managers  
RE: Rules & Regulations

It is a requirement of the above condominium that anyone who is to live on the premises, or own a unit at the premises, must subscribe to the rules and regulations of 64 Sagamore Road Condominium.

Specifically, I (we) understand that:

- 1) Per rule #19, household pets may not exceed 50 pounds.
- 2) Per rules #44 and 50, clothes washers and/or dryers may not be installed without prior written consent of the Board of Managers.

As an acknowledgement of this and of the fact that I (we) have read these rules and regulations, dated December 1, 2009, I (we) sign my (our) name(s) below and give the date of my(our) signature.

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

## POWER OF ATTORNEY

The undersigned, the owner of Unit No. in the Conominium known as 64 Sagamore Road Condominium, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated September 1, 1977, and recorded in the Office of the County Clerk of Westchester County, Division of Land Records, on September 1, 1977 in Liber 7416 of Conveyances at Page 756, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 64 Sagamore Road Condominium jointly true and lawful attorneys-in-fact for the undersigned coupled with an interest with power of substitution to acquire in their own name as members of the Board of Managers or in the name of their designee, corporate or otherwise on behalf of all owners of Units in said property, in accordance with their common interests any Unit whose owner desires to abandon or sell the same the undivided interest in the common elements appurtenant thereto, the interest of such Unit owner in any other Units theretofore acquired by the Board of Managers or its designee on behalf of all Unit owners or in the proceeds of sale or lease thereof if any, in the interest of such Unit owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") or any Unit, together with the Appurtenant Interests, which shall be the subject of a foreclosure or any other judicial sale, or to lease any Unit whose owner desires to rent the same at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Unit so acquired by them or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has (have) executed this Power of Attorney this                      day of                      , 19

STATE OF                      )  
COUNTY OF                      )

On the                      day of                      , 19                      before  
me personally came                      to me known to be the  
individual(s) described in and who executed the foregoing instrument,  
and acknowledged that he (they) executed the same.

*Sixty-Four Sagamore Road Condominium*

*64 Sagamore Road  
Bronxville, New York 10708*

Re: Parking Stickers  
64 Sagamore Road  
Bronxville, N.Y.

The Board of Directors of 64 Sagamore Road Condominium is instituting a new parking policy for the lot at the north end of the building. It now will be required that one have a sticker on the left rear passenger window in order to park in the lot. This policy is necessitated by the large number of strangers who are using the lot, thus making it unavailable for owners and/or residents.

One sticker per unit will be issued for those living in the building.

One sticker per non-resident owner will be issued.

You will be asked to fill out the attached form and return it by mail to Garthchester Realty

Please note that once the stickers are issued, non-stickered vehicles will be towed upon request and by a tow truck which will be automatically checking.

## **AUTOMOBILES**

**EFFECTIVE DATE MARCH 15, 2005**

### **UPDATE OF RULES AND REGULATIONS, PARAGRAPH 20-23, DATED AUGUST 24, 1998**

Unit Owners and Occupants may use the driveway parking area as a courtesy for their own two-axle passenger automobile of standard length (less than 17 feet). Two-axle vehicles of non-standard length include but are not limited to Cadillac Escalades, Dodge Durangos, Lexus 470s, Suburbans and similar like vehicles. Additionally, all other vehicles including vehicles with more than two axels, trucks, vans, trailers, boats, campers, limousines and non-passenger cars and vehicles are prohibited. The only exception to this is Condominium Association staff and work vehicles working on behalf of the Condominium Association.

#### **REGISTRATION:**

Only one car per Unit may be registered with Garthchester Realty and a 64 Sagamore sticker will be issued which must be affixed to the left rear side window. You must have a sticker in order to use the parking facilities. Non-stickered cars will receive fines and be towed at the Association's discretion.

#### **PARKING:**

1. All cars need to park as close to the wall as possible in order not to impede ingress and egress.
2. The two designated "compact car" parking spaces must strictly be adhered to.
3. This parking area is not a personal parking area and is to be used only when street parking is not available.

#### **4. Parking Hours:**

09:00AM to 11:00 PM, or until cones are removed for maximum stay of two hours.

11:00PM to 09:00AM, Prohibited

5. Driveway can be closed at any time, by the use of red cones to prevent parking for various reasons; e.g. oil deliveries, garbage pick up, emergencies, etc. Unit Owners will be fined for the total time that the Condominium staff has to take to rearrange items that have to be picked up.

**PROHIBITED:**

1. Car maintenance, repairs, washing, cleaning, vacuuming, oil changes, etc. are strictly prohibited.
2. All non resident cars including but not limited to, children nannies, dog walkers, visitors, house maids, personal delivery trucks and personal work vehicles.

**SNOW DAYS:**

1. Driveway will be closed until cleared of snow. Do not enter driveway until cones have been removed.
2. Street Parking: Please note: the village sign posted in front of 64 Sagamore states "No Parking During Snow Emergency" and will be enforced by placing red cones which will remain until the village has completely removed all the accumulated snow and ice. Please leave this area clear until all snow and ice has been removed.

***ALL VIOLATIONS OF THESE RULES AND REGULATIONS  
WILL BE SUBJECT TO ADMINISTRATIVE FEES AND/OR  
TOWING AND PROHIBITION FROM FUTURE PARKING.***

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



# Protect Your Family From Lead in Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

June 2017

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

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## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.



## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.\*
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

\* In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call 1-800-424-LEAD (5323).

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017

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## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

### Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

### Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

### Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

### Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

### Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

### Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

### Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

### Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

### Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

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## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



**Building Standards  
and Codes**

**Fire Prevention  
and Control**

## **New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019**

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.



**This does not affect your currently installed smoke alarms**

***You don't need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.***

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

### **Breakdown of the new smoke alarm requirements**

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack

of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms,manufacturesrecommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

## **Some Frequently Asked Questions:**

***Do I need to replace the alarms I have installed already?***

*You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.*

***Are they more expensive than non-sealed alarms?***

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a non-sealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

***Do they really last 10 years?***

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage

***Will I activate the alarm when I'm cooking something?***

No. There are 10-year sealed alarms specifically designed for the kitchen with

advanced sensors that can tell the difference between cooking smoke and real fire.

***Why did the law change to require these upgrades?***

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

***Are 10-year sealed smoke alarms better than hard-wired smoke alarms?***

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery-only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

***What about landlords and their rental properties?***

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire

**64 Sagamore Road Condominium Association  
House Rules and Regulations  
December 1, 2009**

**PREAMBLE TO THE HOUSE RULES**

The Board of Managers are granted certain powers under the By-Laws of The 64 Sagamore Road Condominium Association. As part of those powers, the Board of Managers is required to develop certain policies which will effectively allow it to operate 64 Sagamore Road throughout the year, including day-to-day maintenance, capital improvements and financial integrity.

This document embodies that set of policies as required by the By-Laws. All Unit Owners, Tenants, Other Occupants and Guests are required to follow these policies at all times that they are on the Property.

These House Rules and Regulations are in addition to those rules and regulations found in the By-Laws. It is the responsibility of each Unit Owner, Tenant, Other Occupant and Guest to read and obey such. For Unit Owners, copies of the By-Laws should have been obtained from the seller of the Unit at the time of transfer. All others can obtain a copy from the current owner. Copies of the By-Laws are available from the Managing Agent for \$25.00 per copy.

All suggestions for improving the 64 Sagamore Road Association community should be addressed to the Board of Managers and delivered to the Managing Agent. All letters will be read and discussed at the next monthly board meeting and an answer will be provided as soon as possible. All documentation must be signed; anonymous letters will not receive a response or actions by the Board of Managers.

Day-to-day repairs and maintenance which are the Condominium Association's responsibility should be brought to the attention of the Superintendent or the Managing Agent. The Superintendent can be either reached at 914.337.3915, found in his office located through the laundry room or on the premises during normal work hours. Under no circumstances should the Superintendent be contacted at his place of residence or via home or mobile phone. The Managing Agent is Garthchester Realty, Ltd. and can be contacted at 914.725.3600 during normal business hours. For after hours emergencies, please call 866.246.0370.

We should all understand that condominium living is being aware of and respectful of the Property and your neighbors. Thus, consideration for others and the Property is essential for our community. Most problems and solutions are best approached tactfully and can be resolved without the Board of Managers' intervention. It is our sincere desire to work in this context. We offer the following in an effort to accommodate the needs of all Unit Owners, Tenants, Other Occupants and Guests.

\*Note: Pursuant to the By-Laws, failure to comply with the House Rules and Regulations shall result in a fine and administrative charge being levied against the Unit Owner and may subject the offending Unit Owner to additional legal action. The Unit Owner will be held financially responsible for themselves, their Tenants, Guests, and Other Occupants.

AMENDMENT # 1  
TO  
64 SAGAMORE RD CONDO HOUSE RULES AND REGULATIONS

This Amendment ("Amendment") is made as of the 1<sup>st</sup> day of February, 2011 to the 64 Sagamore Rd Condominium House Rules and Regulations dated 1<sup>st</sup> December, 2009 which applies to all Unit Owners and Residents.

The below are hereby incorporated into the 64 Sagamore Rd Condominium House Rules and Regulations:

1. **Effective Date.** The Effective Date of this First Amendment shall be February 1, 2011.
2. **PETS.** Any dog which is (i) in excess of fifty (50) pounds or likely to grow in excess of forty (40) pounds, or (ii) which is entirely or partially pitbull, or doberman, or rottweiler, or German shepherd, or any other breed which has a legal vicious propensity, or (iii) has not been certified by a licensed veterinarian to be in good health, free of any condition which may infect other animals or humans, and fully inoculated, or (iv) is not licensed by the appropriate local authority, or (v) has a history of biting or attacking a person, or (vi) otherwise in the discretion of the Board, is not permitted in the common areas of the complex or in any Unit of the complex at any time.
3. **Carbon Monoxide (CO) Alarms.** As per the New York State Amanda's Law (enacted 2/22/2010), CO Alarms must be installed in all new and existing one and two-family dwellings, multifamily dwellings and rentals having any fuel-burning appliance, system or attached garage. The National Fire Protection Association (NFPA) recommends CO Alarms be installed in a central location outside each sleeping area and on every level of the home. To comply with the law, CO alarms must be listed to comply with UL (Underwriters Laboratories) 2034 or CSA (Canadian Standards Association) 6.19 and installed in accordance with manufacturer's instructions. It is also recommended that CO Alarms should be replaced every five (5) years in order to benefit from the latest technology and upgrades. Each Unit in the complex must have a properly installed and working CO monitor.
4. **Fire Places.** All fire places in Units on the first and third floors are required to have glass doors installed following a determination by the Village of Bronxville due to the construction being quite old, where the design for the chimneys for these floors included only one flue. These fireplace glass doors must remain in place and if they are removed, the Unit Owner will be responsible for the cost of re-installing the doors. In three of these Units, due to issues within the flue, wood burning stoves were installed and they must remain in place. If removed, the cost of replacement will be at the Unit Owner's expense.
5. **Lead Paint Removal.** Anyone who is paid to perform work that disturbs paint in housing built before 1978 must comply with the EPA's Lead Renovation, Repair and Painting program or other authority. Ensure the person or contractor is certified.

Unless otherwise modified by this First Amendment, all terms and conditions contained in the House Rules and Regulations shall continue in full force and effect.



**64 Sagamore Road Condominium Association  
House Rules and Regulations  
December 1, 2009**

**GENERAL**

1. No part of the Property shall be used for any purposes other than housing and the related purposes for which the Property was designed and is maintained.
2. Nothing shall be done in any Unit or in, on or to the Common Areas which will impair the structural integrity of the Building or which would structurally change the Building.
3. Nothing shall be done in any Unit or in, on or to the Common Areas which will impair, change or alter the facade, windows, fire escapes or other Common Areas and Structure. External venting through the exterior facade, walls or windows is prohibited.
4. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance on their Unit or of any of the Buildings or contents thereof. All Units are for residential use only. No Unit Owner shall permit anything to be done or kept in their Unit , or in the Common Areas which will result in the cancellation of insurance on any of the Property or contents thereof or which would be in violation of any law.
5. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.
6. The Board of Managers may, from time to time, regulate, curtail or relocate any portion of the Common Areas devoted to storage, services, parking, recreation, etc.
7. Recommendations and complaints regarding the operation of the Property shall be made in writing and signed by the writer and delivered to the Board of Managers or to the Managing Agent. No action will be taken on anonymous letters.
8. Unit Owners, their Tenants, Other Occupants and Guests are prohibited from directing or employing any employee of the Board of Managers, the Managing Agent or the Superintendent and their staff on any private business during employees' working hours.
9. Unit Owners must provide to their Tenants, Other Occupants and Guests a copy of these House Rules and Regulations.
10. All Unit Owners are required to carry proper homeowners, property, liability and other such insurance in such amounts and conditions as may be determined by the Board of Managers. Additionally, all policies must always be kept current and maintained in full force. All Tenants, Other Occupants and Guests are required to carry proper insurance to protect their personal property, liability and the property of others.

**CONSTRUCTION, REPAIR, MAINTENANCE AND OUTSIDE VENDORS**

11. Unit Owners, Tenants, Guests of Other Occupants of any Unit shall not make any structural additions, alterations, improvements, renovations or installations without the written consent of the Board of Managers upon such terms and conditions and upon submission of such applications, drawings and documents as it may require.

\*Note: Pursuant to the By-Laws, failure to comply with the House Rules and Regulations shall result in a fine and administrative charge being levied against the Unit Owner and may subject the offending Unit Owner to additional legal action. The Unit Owner will be held financially responsible for themselves, their Tenants, Guests, and Other Occupants.

**64 Sagamore Road Condominium Association  
House Rules and Regulations  
December 1, 2009**

**DEFINITIONS**

**Board of Managers** – those individuals elected by the Unit Owners or appointed by the Board President to serve and represent the Condominium Association on all matters.

**Common Areas** – all areas defined as the Property but not including Units. This includes all real and personal property including but not limited to hallways, stairwells, roofs, storage areas, laundry room, mail boxes, vestibules, boiler room, court yard, gardens, Driveway, parking areas, walkways, fire escapes, gardens, garbage room, soffits, crawl spaces, basements, cellars, boiler, all mechanical equipment, sheds, etc.

**Condominium Association** – The 64 Sagamore Road Condominium Association formed on June 1, 1977.

**Driveway** – the paved area on the north side of the Property which allows for parking and egress to the laundry room, bike room, recycling bins and bulk trash area.

**Guest(s)** – individuals who are visiting a Unit and the Property but do not reside in a Unit either short or –long-term i.e. nannies, workman, family, friends, agents, vendors, nurses, cleaning persons, etc.

**Holiday** – New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day and any additional day in which the Service Employees International Union Local 32BJ determines is a holiday for their members. A list of Holidays will be posted on the bulletin board in the laundry room.

**Managing Agent** – any organization hired by the Board of Managers who is in the business of managing housing complexes.

**Other Occupant(s)** – any individual residing whether for a short or long-term residence, in a Unit who is not defined under the definition of a Unit Owner or Tenant including but not limited to non-owner spouses, partners, children, parents and others residing in the Unit who do not have a lease.

**Porter** – any individual hired by the Board of Managers to assist the Superintendent with the daily activities of the Property.

**Property** – the area defined as 64 Sagamore Road including the sum total of the Common Areas and Units.

**Registering** – is accomplished by a written letter to the Board. It is advisable to ask for acknowledgement of your request which should be kept for future reference.

**Superintendent** – any individual hired by the Board of Managers to supervise the daily activities of the Property.

**Superintendent's Apartment** – the Unit and the parking space located in front of said unit, located on the right side of the Driveway. For purposes of these House Rules and Regulations, the Superintendent's apartment is considered a Unit and as such must follow such rules and regulations.

\*Note: Pursuant to the By-Laws, failure to comply with the House Rules and Regulations shall result in a fine and administrative charge being levied against the Unit Owner and may subject the offending Unit Owner to additional legal action. The Unit Owner will be held financially responsible for themselves, their Tenants, Guests, and Other Occupants.

**64 Sagamore Road Condominium Association  
House Rules and Regulations  
December 1, 2009**

**Tenant(s)** – any individual who resides in an Unit pursuant to a written lease for which the Board of Managers has waived its right of first refusal.

**Unit(s)** – the area of the property defined as the legal individual living residences in each building. These consist of 24 two-bedroom, 64 one-bedroom residences and one Superintendent's Apartment.

**Unit Owner(s)** – The individual(s) who owns a fee simple interest in a Unit.

**ALL UNIT OWNERS ARE REFERED TO THE CONDOMINIUM DECLARATION, A COPY OF WHICH IS CONTAINED AS EXHIBIT L IN THE OFFERING PLAN FOR SPECIFIC DEFINITIONS WHICH SUPERCEDE AND CONTROL IN ALL MATTERS RELATING TO THESE HOUSE RULES AND REGULATIONS.**

\*Note: Pursuant to the By-Laws, failure to comply with the House Rules and Regulations shall result in a fine and administrative charge being levied against the Unit Owner and may subject the offending Unit Owner to additional legal action. The Unit Owner will be held financially responsible for themselves, their Tenants, Guests, and Other Occupants.

**64 Sagamore Road Condominium Association**  
**House Rules and Regulations**  
**December 1, 2009**

12. All contractors, painters, plumbers, electricians, and other workmen including movers and other third party vendors must report to the Superintendent prior to the start and end of any work done on the premises each day that such is present. Should the Superintendent not be present, then the Porter should be notified.
13. Any repair work or installations of any kind whatsoever, including but not limited to construction, electrical and plumbing installations, must be completed by licensed and insured professionals and must fully comply with all State and Local codes, rules/requirements regarding same. Requirements for insurance will be set and enforced periodically by the Board of Managers or the Managing Agent.
14. Work is only to be performed Monday through Friday during the hours of 9:00 am and 6:00 pm and on Saturdays during the hours of 10:00 am and 5:00 pm. Work that will not result in any noise i.e. painting, may be performed on Saturdays. No work whatsoever may be performed on a Sunday or a Holiday.
15. Workers vehicles are not permitted in the Driveway under any circumstance.

**PETS**

16. Animals of any kind shall not be raised, bred or kept in any Unit or in the Common Areas, except that household pets as set forth herein, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Board of Managers.
17. Pets are only to be those animals which are generally accepted to be described as domesticated dogs and cats and fish. All other animals are prohibited including but not limited to birds, ferrets, hamsters, gerbils and other rodentia, insects of all kinds, reptiles, snakes, etc.
18. Household pets shall not exceed 50 pounds when fully grown. The Board of Managers will immediately require the removal of any pets weighing more than 50 pounds.
19. Pets shall not be permitted in any portion of the Common Areas unless on a leash or carried in an enclosed pet carrier. Furthermore, notwithstanding the aforementioned, under no circumstances shall any pet ever be permitted on any grass, sand or garden plot. Pets are prohibited from all Common Areas including but not limited to the laundry room, storage rooms, boiler room and the north, south and east sides of the building.
20. Pet owners will be liable for any damage, injury or nuisance caused by or created by their pet. No pet owner shall allow their pet to cause or create a nuisance or unreasonable disturbance to the comfort, peace, or repose of any person in the vicinity by continued or frequent noise or otherwise. Units which have dogs should keep all windows facing the courtyard closed when Unit is not occupied.

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21. Defecating and/or urinating by any household pet in any Common Area is prohibited. Notwithstanding the aforementioned, the Unit Owner, Tenant, Other Occupant or Guest shall be responsible for immediately cleaning up of any defecation/urination committed by their household pet and disposed of properly.
22. All household pets must be properly licensed and must be immunized and have all vaccinations as required by law.
23. A Unit Owner, Tenant, Other Occupant or Guest shall only be entitled to keep in their Unit one (1) household pet and no Unit Owner, Tenant, Other Occupant or Guest shall obtain or keep a household pet unless registered with the Board of Managers who shall give consent at their discretion and such consent, if given, shall be revocable at any time.
24. Fish tanks will be limited to no more than 50 gallons and not more than one tank per Unit.
25. Pets shall not be left unattended in any of the Common Areas even if leashed.
26. Bird feeders shall not be installed nor maintained anywhere on the Property nor shall birds be fed in any of the Common Areas or Units.
27. Food shall not be left out for any household pet or any other animal anywhere in the Common Areas.

## **AUTOMOBILES**

28. Unit Owners and Occupants may use the Driveway parking area as a courtesy for their own two-axle passenger automobile of standard length (less than 15 feet) which have a 64 Sagamore Road issued sticker and are registered with the Managing Agent. Please contact the Managing Agent to obtain a sticker.
29. Vehicles of non-standard length are prohibited and include but are not limited to Cadillac Escalades, Dodge Durangos, Lexus 470s, Suburbans and similar like vehicles. Additionally, all other vehicles including vehicles with more than two axles, trucks, vans, trailers, boats, campers, limousines and non-passenger cars and vehicles are prohibited. The only exception to this is Condominium Association staff and work vehicles working on behalf of the Condominium Association.
30. Only one car per Unit may be registered with the Managing Agent. A Parking Permit sticker will be issued which must be affixed to the driver side rear window. All vehicles must display a sticker in order to use the parking facilities. Non-stickered cars will be towed and or their Unit Owner's fined at the Condominium Association's discretion.
31. All cars must be parked as close to the wall as possible in order not to impede ingress and egress. The two designated "compact car" parking spaces must be adhered to.
32. Parking is prohibited at all times in the Fire and Emergency Zone located at the end of the Driveway.

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33. Parking is prohibited in the spot directly in front of the Superintendent's Apartment except for use by the Superintendent and his vehicle.
34. The Driveway parking area is to be used only when street parking is not available.
35. Parking hours are from 09:00 AM to 11:00 PM, or until cones are removed and for a maximum stay of two hours.
36. Parking between the hours of 11:00 PM to 09:00 AM is prohibited.
37. The Driveway can be closed at any time, by the use of red cones or other means to prevent parking for various reasons; e.g. oil deliveries, garbage pick up, emergencies, etc. Unit Owners will be fined for any inconvenience to the Condominium Association's staff in completing their daily chores caused by improperly parked cars.
38. Car maintenance including repairs, washing, cleaning, vacuuming, oil changes, etc. are prohibited anywhere on the Property.
39. Cars and other vehicles must not leak any fluids which may cause an unsafe condition or which may stain the asphalt in the parking area.
40. All non-resident cars including but not limited to, nannies, baby sitters, dog walkers, house maids, delivery trucks, work vehicles and all other visitors are prohibited from utilizing the Driveway and parking spaces.
41. During snow, the parking area will be closed until all snow is cleared. No one may enter the Driveway until cones have been removed.
42. The Village sign posted in front of 64 Sagamore states " No Parking During Snow" and will be enforced by placing red cones which will remain until the Village has completely removed all the accumulated snow and ice. This area must remain clear until all snow and ice has been removed.

## **APPLIANCES**

43. All appliances must be of consumer standard quality. No appliance shall be classified as restaurant, professional or of similar quality, efficiency or power. No appliance shall require special wiring, venting or back splashing. Stoves/ovens units may not exceed 30" wide or include a burner that exceeds 12,000 BTUs. Grills and indoor barbeques are prohibited.
44. **Washers and Dryers are prohibited.**
  - a. Notwithstanding the aforementioned, a washer/dryer installed in a Unit on or before November 1, 2005 and which was REGISTERED in writing to the Board of Managers on or before August 31, 2007 is permitted. Such rights to have a washer/dryer shall stay with said Unit in perpetuity as long as all current and future House Rules are adhered to. Any such rights are not transferrable to another Unit.

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- b. Upon a change in residency by either the Unit Owner, Tenant, Other Occupant or Guest, renovation of said Unit or washer/dryer replacement, washers/dryers must be or be replaced with washers/dryers which are "Compliant".
- c. **Compliant Washers** consist of those which have a load capacity no greater than 1.8 cubic feet and are considered high efficiency in regards to water usage and electrical usage (Energy Star® compliant)..
- d. **Compliant Dryers** consist of those which have a load capacity no greater than 2.4 cubic feet, are Energy Star® compliant and are condenser dryers. Vented dryers are not permitted.
- e. Non-Compliant washers/dryers must be removed prior to a change in residency. Washers/dryers must be replaced, installed and operative or a capital improvement plan filed with the Board that includes Compliant Washer/Dryer specifications within 3 months of a change in residency.
- f. If a capital improvement plan is filed, final installation of a Compliant Washer/Dryer must occur within 6 months of a change in residency.
- g. The Board or the Managing Agent must approve the selection and installation of all new washers/dryers.
- h. Washers/dryers must be permanently and professionally installed. Portable and free standing washer/dryers are not permitted.
- i. Washers and dryers must be placed on a rubber pad of no less than ½ inch thickness.
- j. All other House Rules currently in effect and put in place in the future regarding washer/dryers must be adhered to.
- k. If these requirements are not adhered to, all current and future rights to a washer/dryer will be forfeited by said Unit.
- l. If a Unit Owner elects to remove a washer/dryer and not replace it with a Compliant Washer/Dryer within a 6 month period of time then all rights to a washer/dryer are forfeited.
- m. As to the maintenance or use of a washer/dryer, the Unit Owner, Tenant, Other Occupant or Guest will comply with all laws, rules, regulations and ordinances applicable thereto.

## **AIR CONDITIONERS**

- 45. Each Unit Owner or occupant of a Unit shall keep any air conditioning device which protrudes from the window of the Unit in good appearance and mechanical repair. No Unit Owner or occupant of a Unit shall permit any such device to leak condensation, or to make any noise which may unreasonably disturb or interfere with the rights, comforts or conveniences of any

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other occupant of the building. If any such device shall become rusty or discolored, the Unit Owner shall have it painted in the standard color selected by the Board of Managers.

46. If the Unit Owner fails to keep any such air conditioning device in good order and repair, and properly painted, the Board of Managers, at its discretion, may cause the removal of such device from the window, charging the cost of the removal to the Unit Owner, and the device shall not be replaced until it has been put in proper condition and only with the further written consent of the Board of Managers.
- 47.
48. Air conditioners must be securely and properly installed/maintained and must have a dedicated electrical line.
- 49.
50. Air conditioners may not to be secured to the facade of the building.
51. Unit Owners, Tenants, Other Occupants and Guests shall be responsible and liable for any property damage or bodily injuries caused by their failure to comply with air conditioner rules.
52. Air conditioners are not permitted in windows in which there is a fire escape.
53. Air conditioners facing the Courtyard must be removed from October 1<sup>st</sup> to April 30<sup>th</sup>. The Board of Managers, at its discretion from year to year, may extend this period based on the temperatures and other considerations experienced from time to time.

## **USE OF UNITS AND COMMON AREAS**

54. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, political or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Property, including within Units.
55. There shall be no "For Sale", "For Rent" or "For Lease" signs or other window displays including any form of advertising, solicitation, religious or political message maintained or permitted in any window or on any part of the Property or in any Unit therein.
56. No Unit may be used, rented or leased for transient, hotel or motel purposes.
57. Unit Owners are required to notify the Board of Managers or the Managing Agent at such time as they wish to have an "open house" when their Unit is available for sale. Open houses are limited to the hours of noon to 4:00 pm any day of the week.
58. No Unit Owner, Tenant, Other Occupant or Guest shall, at any time, bring into or keep in their Unit any flammable, combustible or explosive fluid, material, chemical or substance.

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59. Tag sales, solicitation and other such gatherings in which the incentive is to sell, barter or trade goods is prohibited on the Property including with in Units.
60. Each Unit Owner shall cause their Unit be to kept in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors, windows, fire escapes thereof, any dirt, dust or other substances. Each Unit Owner or Other Occupant shall be obligated to maintain and keep in good order and repair their own Unit in accordance with the provisions of the By-Laws.
61. Draperies, blinds, shades or curtains must be installed and maintained by each Unit Owner, Tenant, Other Occupant or Guest at their own expense, on all windows of their Unit.
62. Outdoor foot mats of approximately 18" x 24" shall be allowed in front of Units doors. Runners, cuttings from indoor or outdoor rugs, etc., are not permitted.
63. Clothing, linens, sheets, blankets, laundry, chimes, or any other kind of articles shall not be hung out of a Unit or exposed on any part of the Common Areas. Nor shall any rugs, mops or other cleaning apparatus be shaken, dried or hung from or on any of the windows, doors or other Common Areas.
64. Common Areas shall be kept free and clear of strollers, boxes, furniture, rubbish, debris, and other materials. Firewood, garbage cans or bags, milk boxes or other articles shall not be placed on walls, sidewalks, passages hallways, windowsills or fire escapes.
65. Antennas, satellite dishes, wires, cables or any other such devices shall not be attached to any part of the building façade or roof surface nor shall they protrude from any window, rooftop or be attached to any other parts of the building or Common Areas.
66. Unit Owners shall not cause or permit anything to be painted, hung or displayed on the outside of the windows or placed on the outside walls or doors of any building or Common Element/Areas, and no sign, awning, canopy, shutter, satellite dish or antenna of any kind shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.
67. Nothing shall be altered or constructed in or removed from the Common Areas except as authorized by the Board of Managers.
68. There shall be no obstruction of the Common Areas including but not limited to walkways, vestibules, staircases, doors, etc.
69. No public hall or vestibule of any building shall be decorated or furnished by any Unit Owner, Tenant, Other Occupant or Guest in any manner.
70. No alteration to the windows is permitted nor shall any protrusions including window boxes be attached to the windows or facades.

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71. Smoking is prohibited in and around all Common Areas. Smoking is only permitted in Units and smoke may not seep out of the Unit nor cause a nuisance or unreasonable disturbances to the comfort, peace or repose of another resident.
72. The laundry room is limited to use by Unit Owners who are residents, Tenants, Other Occupants and Guests.
73. The laundry room is to be locked at all times and keys must be returned to the Managing Agent or Superintendent upon vacancy of Unit.
74. Smoking is prohibited in the laundry room.
75. No clothing shall be left overnight in the laundry room.
76. Unit Owners shall maintain operable smoke detectors and carbon monoxide detectors in good working order within three (3) feet of each bedroom.
77. No person is allowed on the roof of any building at any time unless authorized by the Board of Managers, the Managing Agent or the Superintendent.
78. No loitering is permitted in the Common Areas.
79. Sporting activities including but not limited to roller skating/blading, bicycle riding, Frisbee, skate boarding and ball playing are prohibited in the Common Areas. Unit Owners will be financially responsible for any damage caused by their Tenants, Other Occupants and Guests to or while in the Common Areas.
80. Vestibules, halls, stairways, lobbies, fire escapes and other Common Areas and facilities of a similar nature must remain unobstructed and may be used only for normal ingress or egress. lobbies, vestibules, hallways, stairways, fire escapes and other common areas and facilities of a similar nature will not be used for storage or placement of any packages, furniture, flower pots or objects of any kind including but not limited to bicycles, strollers, mail, magazines, umbrellas and shoes.
81. Parties are prohibited in the Common Areas.
82. No bicycles, strollers or similar items shall be washed or stored in any of the Common Areas.
83. Barbecuing or open flame cooking is prohibited anywhere on the Property.
84. Loitering on, standing on, storing on or leaving anything on the fire escapes is prohibited.
85. Sunbathing is prohibited in any area of the Common Areas.

## **STORAGE AREAS**

86. Storage areas are owned by the Condominium Association and will be assigned and subject to such rules governing usage as shall be enacted by the Board of Managers.

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87. Storage areas must be vacated upon Unit Owners, Tenants, Other Occupants and Guests leaving the premises for the Board of Managers to reassign.
88. Storage areas are to be returned in a vacant and clean condition to the Condominium Association area bin, the Board of Managers will assign the bin to the next Unit Owner on the wait list maintained by the Board of Managers. It is the Unit Owners' responsibility to make sure they are placed on the list, by contacting the Board of Managers or the Managing Agent in writing.
89. Storage bins must be clearly identified with the Unit Owners' Unit number.
90. Except in storage areas designated as such by the Board of Managers, there shall be no storage of any personal items including but not limited to baby carriages, play pens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas. Storage by Unit Owners, Tenants, Other Occupants and Guests in areas designated as such by the Board of Managers shall be at the Unit Owner's, Tenant's, Guest's or Other Occupant's own risk.
91. Storage areas shall not be used for any purposes other than those for which they were designed. No Unit Owner, Tenant, Other Occupant or Guest shall chop or store firewood or store any flammable, combustible or explosive fluid, material, chemical or substance in the storage areas or any where on the Property.
92. Each Unit Owner, Tenant, Other Occupant or Guest shall supply their own lock for the storage compartment assigned. Each Unit Owner, Tenant, Other Occupant or Guest of the Unit shall store personal effects in the storage compartment assigned to them at their own risk. No motor vehicles, i.e., motor cycles, motor bikes, mopeds, electric bikes, etc. shall be stored in the common storage rooms or individual storage areas.
93. Bicycles stored in the bike room must be clearly labeled/identified with the Unit Owner's, Tenant's, Guest's or Other Occupant's name and Unit number. The bike room must be locked at all times.
94. Bicycles may not be chained or locked to any Common Element/Area unless such Common Element/Area is specifically designed for such use.
95. Bicycles are not to impede the ingress and egress of the bike room, storage areas, work room or compactor room.
96. Unit Owners, Tenants, Other Occupants and Guests shall be responsible for securing all their own belongings in Storage Areas and in the bike room. The Board of Managers, the Condominium Association and the Managing Agent will not be responsible for any lost or damaged items. The provision of Storage Areas is a gratuitous service by the Condominium Association which assumes no liability or responsibility for the security or safety of any items stored therein.

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**NOISE AND NUISANCE**

97. Each Unit shall be carpeted such that each bedroom, dining area, living room, vestibule and hallways are covered either (1) with plush-type or pile carpeting having a pile at least 3/8" in depth, or (2) with carpeting of the shag or woven (oriental) type plus a carpet pad at least 1/4" in thickness under such carpeting. The carpeting shall cover all traffic areas within the Unit but need not be applied in closets or under areas covered by stable furniture (e.g. beds, sofas, tables, etc.). Carpeting shall also be placed as requested by the Board of Managers in Units to minimize noise to other Units. The purpose of this carpet requirement is to eliminate as much as reasonably possible the transmission of noise from one Unit to an adjacent Unit. The portion of this clause directly related to the carpeting requirement does not apply to Units on the first floor Units of Buildings B through L.
98. Unit Owners, Tenants, Other Occupants and Guests shall observe the quiet hours of 11:00 pm through 8:00 am. Between the hours of 8:00 am and 11:00 pm, Unit Owners, Tenants, Other Occupants and Guests shall control the noise level emitted from their Units. In no event shall either vocal or instrumental music be practiced between the hours of 10:00 p.m. and the following 9:00 a.m.
99. Noxious or offensive activity shall not be carried on in any Unit or in the Common Areas at anytime of the day or night. Nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to other Unit Owners or Occupants. No Unit Owner, Tenant, Other Occupant or Guest shall make or permit any disturbing noises in any building, or do or permit anything to be done therein which will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners, Tenants, Other Occupants or Guests at any time of the day or night.
100. No noxious or offensive odors or smoke shall emanate from any Unit or into the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or may become a noxious or offensive odor.
101. Unit Owners, Tenants, Other Occupants and Guests must exercise control over the closing of apartment doors and should not allow them to slam and cause a disturbance to other residents.

**WASTE DISPOSAL, GARBAGE AND RECYCLING**

102. Waste disposal units are prohibited.
103. Food, grease and any other substances which may damage or block the drainage system of the buildings shall not be disposed down the drain of any sink or tub. Unit Owners shall have a strainer placed in the drain for the tub in order to catch hair and other debris thereby limiting the amount of such product into the plumbing system.
104. Other than human waste and toilet paper, no other substance shall be disposed down the toilets.

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105. Waste shall not be left in any of the Common Areas not specifically dedicated to such placement.
106. Soft or wet garbage must be wrapped in paper or plastic bags and deposited in the compactor. Only compactable items may be placed in the chute. Wire coat or shirt hangers, cardboard, books, magazines, recyclables, cans, bottles, aerosol cans, lit objects or other sharp or breakable items may not be placed in the compactor chute. Nothing is to be left alongside of or in front of the compactor chute.
107. Recyclable materials as may be designated from time to time by the Village of Bronxville, Board of Managers or other authority, are to be placed in the appropriate receptacles located at the north side of the building. Such materials may not be wrapped in plastic or placed in plastic bags.
108. Recyclable newsprint and cardboard shall be placed in the area provided for the same within the garbage area on the north side of the building. Newspapers and cardboard may not to be wrapped in plastic or placed in plastic bags. Placing garbage or trash outside disposal installations provided for such purposes is prohibited. Garbage shall be placed in such manner and at such times and places as the Board of Managers or its agent may direct.
109. Recycling objects must be clean and meet the standards as set by the Village of Bronxville or other authority.
110. Large objects which are neither disposable in the compactor nor recyclable should be placed next to the recycling bins on the north side of the building. For the disposal of large bulk items such as refrigerators, washers, dryers, stoves, mattresses, carpeting, furniture, etc. the Superintendent must be notified prior to its disposal. Whenever possible, arrangement shall be made with delivery personnel to remove these bulk items. If disposal of any such item incurs a charge to the Condominium Association, it will be the Unit Owner's responsibility to pay for such charge or to reimburse the Condominium Association for charges it paid on behalf of the Unit Owner. It is the Unit Owner's responsibility to bring the object to the north side of the building. It is not the Condominium Association's staff's responsibility to move such items.
111. For electrical items i.e. computers, televisions, etc. it is the Unit Owners' responsibility to secure the proper recycling processes to dispose of such objects. The Condominium Association will not be responsible for disposing of such items.
112. It is the Unit Owner's responsibility to remove all items from the premises due to any renovations, improvements, alterations, renovations or other construction work completed in Units. No such debris may be left on or disposed of on the Property under any circumstances. Any costs incurred by the Condominium Association will be charged back to the offending Unit Owner.

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**INSPECTION AND KEYS**

113. Each Unit Owner, Tenant, Other Occupant or Guest will provide the Board of Managers or its designated agent with any key or keys necessary to gain access to Unit Owner's Unit.
114. The authorized agents of the Board of Managers or the Managing Agent, and any contractor or workmen authorized by the Board of Managers or the Managing Agent, may enter any Unit or storage area on the Property at any reasonable hour of the day after notification (except in case of emergency for which entry will be permitted at any time as such situation requires) for the purpose of inspecting such Unit or storage area for the presence of any condition which may cause damage or harm to the Common Areas or another Unit Owner's property or for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
115. The Board of Managers or its designee shall have the right of access to any Unit for the purpose of making inspections, repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the buildings.
116. Any key or keys which are entrusted by the Unit Owner, Tenant, Other Occupant or Guest to any member of the Board of Managers, Superintendent or Porter, whether for such Unit, an automobile or any item of personal or real property, shall be at the sole risk of such Unit Owner, Tenant, Other Occupant or Guest. The Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
117. Unit Owners are responsible for keeping all doors and locks in working order. Any lockouts if during Superintendent business hours will be assisted by the Superintendent only in those circumstances in which the Superintendent has the keys to the apartment and in no instance may the Superintendent spend more than fifteen (15) minutes on such project. If in the instance where no key is available, is during non-business hours or requires more than fifteen (15) minutes, the Unit Owner, Tenant, Other Occupant or Guest shall call a locksmith at their own time and cost. Should the Superintendent respond during non-business hours, the Unit Owner will be charged the requisite overtime pay of the Superintendent.

**DELIVERIES**

118. Deliveries other than small parcels are prohibited from being left in any of the lobbies, hallways or in front of apartment doors. They must be accepted and brought into Units immediately.
119. Deliveries that can be reasonably expected to require less than one hour, can be made between 8:00 a.m. and 6:00 p.m. Monday through Saturday. Deliveries of all kinds are prohibited on Sundays.
120. Deliveries that can be reasonably expected to require more than one hour will be considered a move and subject to the Moving Procedures.

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**MOVING IN AND OUT**

121. Unit Owners anticipating sale, rental, or moves should contact the Managing Agent prior to listing the Unit for sale or rental with any agency, newspaper, etc.
122. Moving (In or Out) of household goods that takes place when a Unit Owner, Tenant, Other Occupant or Guest moves into the building to occupy a Unit or moves out of the building vacating a Unit shall be construed as a Move. This section also applies when similar moves take place from one Unit in the building to another. Except when otherwise specified, all reference to moves applies to both Moves In and Moves Out.
123. A Move In or Move Out without a moving permit issued by the Managing Agent is prohibited. No other representative of the Condominium Association can accommodate this request. Permits are available from the Managing Agent and the Application for these permits must be submitted by the Unit Owner at least ten (10) working days prior to the anticipated moving day. Moving dates will be assigned on a first-come, first-served basis. Upon receipt of this Application and the \$600.00 security deposit (of which \$500 will be returned upon a proper move being completed and areas of move inspected and found to be without damage), the Managing Agent will reserve the available day for the move and will notify the Unit Owner. A Moving Permit will not be issued until all the requirements under these rules have been satisfied. The following must be submitted to the Managing Agent along with the request for the Waiver of the Right of First Refusal and Common Charge Letter:
  - a. Moving application (must be completed by the Unit Owner).
  - b. Security deposit of \$600.00. This security deposit check will be deposited and must clear the bank before the move can take place. Unit Owners will be financially responsible for their own moves, in addition to the moves of their Tenants, Other Occupants and Guests due to any damage to the building resulting from the move or for failure to abide by said moving rules. The cost of repairing any damages to the Common Areas caused by a move as well as any charges related to the move will be deducted from the security deposit. Security deposits will be accepted only from Unit Owners and not from their Tenants, Other Occupant or Guests.
124. Moves must be scheduled with the Managing Agent at least ten (10) working days in advance. The Managing Agent will issue a written Moving Permit showing the scheduled date and time during which the move can take place.
125. A move on a day or at a time other than the ones shown in the Moving Permit will be considered a move without a Moving Permit.
126. No more than two (2) moves will be scheduled by the Managing Agent for any given day. All moves will be scheduled only for Monday through Friday (excluding Holidays) starting after 8:00 a.m. and to be completed by 5:00 p.m. If any move extends past 5:00 p.m., there will be a charge of \$25.00 per hour as overtime payment for the Managing Agent, its Representatives or the Superintendent. Saturday moves can be scheduled only when the Superintendent is available, and will include a non-refundable fee of \$25.00 per hour for the Superintendent's time. Sunday moves are prohibited.

\*Note: Pursuant to the By-Laws, failure to comply with the House Rules and Regulations shall result in a fine and administrative charge being levied against the Unit Owner and may subject the offending Unit Owner to additional legal action. The Unit Owner will be held financially responsible for themselves, their Tenants, Guests, and Other Occupants.

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- 127.
128. Moving Permits will be sent to the Unit Owner and must be forwarded to the party moving. If there is not enough time to send the moving permit through the mail, the permit will be held by the Superintendent of the building. If the application cannot be received by the Managing Agent's office ten (10) working days prior to the move, a Bank or Certified check will be required for the Security Deposit.
129. A move which occurs without issuance of a moving permit, the full amount of the security deposit will be charged against the offending owner. Under such circumstances, the Unit Owner will be held liable for all damages caused as a result of the move and documented by the Managing Agent or its representative, as well as payment for any overtime and other costs due to required staffing during such moves. Such charges will be automatically assessed against the Unit Owner and must be paid in full by certified check prior to the issuance of the Waiver of the Right of First Refusal.
130. It is recognized that in connection with a move, lesser amounts of household goods may be moved piecemeal during the few days before and after a move. Every attempt should be made to minimize such piecemeal moves and to move as much of the household goods as possible during the scheduled move. If on any one day, such a piecemeal move takes up more than one hour or requires a moving van, it will be considered a separate move and will require a separate Moving Permit. Therefore, if such a situation is anticipated, a separate moving permit must be obtained for that day using the same procedure as described in the earlier articles of this section. If a permit is not obtained, the Unit Owner is subject to the same penalties, fines and administrative costs as previously described.
131. To determine damages, if any, that may have been caused by a move, the Common Areas through which the move takes place will be inspected by the Managing Agent, its representative, or the Superintendent before and after the move, and a written inspection record will be maintained. The moving permit will show the times at which such pre and post inspections will take place, and the move parties may be present at such inspections if they so desire. After any monies have been deducted for damages, superintendent's time, unauthorized moves or otherwise, a check for the remaining portion of the security deposit will be mailed back to the Unit Owner within ten (10) working days.
132. During a Move or Delivery, instructions of the Managing Agent or Superintendent must be complied with. Moving/Delivery Vans will unload in a designated area and must never be positioned in a way that will obstruct the flow of traffic.
133. Goods must not block access to other Units or other Common Areas. No furniture, cartons or other goods are to be left stacked in the lobby or in the entrances, preventing the flow of traffic.

**GRANDFATHERING OF EXCEPTIONS AND EXEMPTIONS TO RULES**

134. Under no circumstances, in cases where exceptions and exemptions were made to the House Rules and Regulations for a specific Unit or Units by the Board of Managers will such exceptions and exemptions be allowed to pass to future Unit Owners, Tenants, Other

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Occupants or Guests. A new request must be made to the Board of Managers for such exceptions and exemptions which will be considered by the Board of Managers on a case by case basis.

135. Any consent given by the Board of Managers shall be revocable at any time and for any reason in its absolute discretion.

**ADOPTION OF HOUSE RULES BY THE BOARD OF MANAGERS**

136. Adopted by the Board of Managers November 10, 2009. These House Rules and Regulations are effective as of December 1, 2009 and replace and void any prior set of Rules and Regulations adopted by the Board except as provided herein.

\*Note: Pursuant to the By-Laws, failure to comply with the House Rules and Regulations shall result in a fine and administrative charge being levied against the Unit Owner and may subject the offending Unit Owner to additional legal action. The Unit Owner will be held financially responsible for themselves, their Tenants, Guests, and Other Occupants.

**AMENDMENT # 1**  
**TO**  
**64 SAGAMORE RD CONDO HOUSE RULES AND REGULATIONS**

This Amendment ("Amendment") is made as of the 1<sup>st</sup> day of February, 2011 to the 64 Sagamore Rd Condominium House Rules and Regulations dated 1<sup>st</sup> December, 2009 which applies to all Unit Owners and Residents.

The below are hereby incorporated into the 64 Sagamore Rd Condominium House Rules and Regulations:

1. **Effective Date.** The Effective Date of this First Amendment shall be February 1, 2011.
2. **PETS.** Any dog which is (i) in excess of fifty (50) pounds or likely to grow in excess of forty (40) pounds, or (ii) which is entirely or partially pitbull, or doberman, or rottweiler, or German shepherd, or any other breed which has a legal vicious propensity, or (iii) has not been certified by a licensed veterinarian to be in good health, free of any condition which may infect other animals or humans, and fully inoculated, or (iv) is not licensed by the appropriate local authority, or (v) has a history of biting or attacking a person, or (vi) otherwise in the discretion of the Board, is not permitted in the common areas of the complex or in any Unit of the complex at any time.
3. **Carbon Monoxide (CO) Alarms.** As per the New York State Amanda's Law (enacted 2/22/2010), CO Alarms must be installed in all new and existing one and two-family dwellings, multifamily dwellings and rentals having any fuel-burning appliance, system or attached garage. The National Fire Protection Association (NFPA) recommends CO Alarms be installed in a central location outside each sleeping area and on every level of the home. To comply with the law, CO alarms must be listed to comply with UL (Underwriters Laboratories) 2034 or CSA (Canadian Standards Association) 6.19 and installed in accordance with manufacturer's instructions. It is also recommended that CO Alarms should be replaced every five (5) years in order to benefit from the latest technology and upgrades. Each Unit in the complex must have a properly installed and working CO monitor.
4. **Fire Places.** All fire places in Units on the first and third floors are required to have glass doors installed following a determination by the Village of Bronxville due to the construction being quite old, where the design for the chimneys for these floors included only one flue. These fireplace glass doors must remain in place and if they are removed, the Unit Owner will be responsible for the cost of re-installing the doors. In three of these Units, due to issues within the flue, wood burning stoves were installed and they must remain in place. If removed, the cost of replacement will be at the Unit Owner's expense.
5. **Lead Paint Removal.** Anyone who is paid to perform work that disturbs paint in housing built before 1978 must comply with the EPA's Lead Renovation, Repair and Painting program or other authority. Ensure the person or contractor is certified.

Unless otherwise modified by this First Amendment, all terms and conditions contained in the House Rules and Regulations shall continue in full force and effect.