HASTINGS LANDING HOMEOWNERS ASSOCIATION, INC.

RULES FOR INTERIOR UNIT WORK

The Board of Directors of the Hastings Landing Homeowners Association, Inc. ("Board" and "Association") respects and supports the shared interests of our Hastings Landing ("HL") neighbors and community. The Board encourages home improvements and fully appreciates that Homeowners who upgrade their own Units also indirectly upgrade the collective value of our shared property. At the same time, the Board recognizes the need to protect the rights of their immediate neighbors to the peaceful enjoyment of their own Units. The Board has adopted the following Rules for Interior Unit Work in order to balance those competing interests. Homeowners who undertake work subject to these Rules are strongly encouraged to provide copies of these Rules to any general contractor or other significant service provider involved with the project.

- **1. Scope.** These Work Rules apply to any renovation, remodeling, repair or similar work by or at the direction of a Homeowner in the interior of an HL Unit which (i) requires a permit from the Village of Hastings-on-Hudson or (ii) involves significant alteration or replacement of plumbing, electrical wiring, electronic connections, painting, flooring, windows, interior walls or similar modifications ("Work").
- 2. Repeat Offenders. It shall be the responsibility of the Homeowner not to enter into a contract or arrangement with any person on a list of repeat offenders maintained by the Managing Agent at the direction of the Board. The list shall contain the names of contractors, subcontractors and other workers who in the opinion of the Board have shown a knowing disregard of the Rules on at least two prior occasions. The Homeowner may ask for a copy of the list or may submit the name(s) of the person(s) with whom he is contracting to the Managing Agent for clearance, or both. As of the Effective Date, nobody is on the list.
- **3. Notice.** A Homeowner who has contracted for Work or is doing the work himself or herself shall give notice thereof, including the commencement date, to the Managing Agent at least three days in advance, or in the case of an emergency as soon as possible. The Managing Agent will promptly send notice of the Work, including the Unit and commencement date, to all Homeowners.
- **4. Deposit**. The Homeowner will deposit \$2,000 ("Deposit") with the Managing Agent before Work commences. Any incidental damage to the common areas or to the Unit, property, belongings or person of any other Homeowner shall first be satisfied out of the Deposit, but the Deposit shall not be a limit on any such damages. If there is a drawdown on the Deposit while Work is continuing, the Homeowner will restore the amount of the withdrawal upon notice from the Managing Agent. Any unused amount in the Deposit at the completion of the Work will be refunded to the Homeowner.
- **5. Hours**. Work which involves excess noise or vibration ("Excess Noise or Vibration") shall be performed only between the hours of 9 a.m. and 5 p.m. No Work which involves Excess Noise or Vibration shall be performed on a Saturday, Sunday or holiday. Excess Noise or Vibration means noise or vibration which can be heard or felt by neighbors to the left or the right of the Unit where the Work is being or is to be performed.

- **6. Parking**. Contractors, subcontractors and other workers on a Work project must park their vehicles in the visitor parking lot, the assigned space of the Homeowner of the Unit where the Work is being performed, or if necessary along the sides of Driveway 1 (upper driveway along Broadway) or Driveway 3 (facing down from the entrance to Building 3), except for short periods of time, not to exceed 30 minutes, when heavy equipment or materials are being loaded or unloaded.
- **7. Bins**. Bins may not be located on any parking lot or driveway without the advance permission of the Board, and then only to the extent and for the period of time specified by the Board. Clean up from the use of bins is the joint responsibility of the contractor and the Homeowner.
- 8. Maximum Number of Days. The Work must be completed within 90 days.
- **9. Safety.** All Work shall be performed in a safe manner and in compliance with applicable law. Without limiting the foregoing, all persons performing Work shall comply with New York State rules regarding the wearing of masks while in Hastings Landing and outside the Unit where the Work is being performed and no such person shall smoke within 20 feet of any of the three buildings in which the Units of Hastings Landing are housed.
- **10. Penalties**. For failure to comply with these Rules by the Homeowner or anyone working directly or indirectly for the Homeowner, the Homeowner shall be fined, and shall be liable to the Association, in accordance with the schedule below

The first response to a reported violation will be in the form of a written warning sent by the Managing Agent to the Homeowner at the e-mail address listed on the Association Directory, by U.S. mail or by physical delivery. The Homeowner shall address the issue in writing within 24-48 hours. For each reported violation, the consequence shall be as follows:

First violation \$0 fine and a warning as described above

Second violation \$2,000 fine Third violation \$5,000 fine

Each subsequent violation shall be subject to an additional \$5,000 fine.

After a third violation, the Homeowner shall suspend Work for a minimum of 10 days, and during that time the Homeowner shall meet with the Managing Agent and the President of the Association to attempt to develop a plan to prevent any further violations. Failure by the Homeowner to meet in accordance with the previous sentence shall be a separate violation.

The Managing Agent shall notify the Homeowner of any violation of these Rules which is subject to warning or fine promptly upon becoming aware of such violation.

- **11. Waivers**. Upon application by the Homeowner, the Board may waive, in part or in whole and subject to conditions, the application of any of the Rules, including fines, if the Homeowner is able to demonstrate to the satisfaction of the Board that there are extenuating circumstances that would justify the waiver.
- **12. Effective Date.** These Rules shall be effective for any Work performed after November 30, 2020.