

HASTINGS LANDING HOMEOWNERS ASSOCIATION
211 Broadway
Hastings on Hudson NY 10706

PURCHASE APPLICATION

Please submit the following directly to the office of the Managing Agent:

- A copy of the Contract of Sale
- The attached acknowledgement of the rules and regulations signed by the purchaser(s)
- The Confidential Data Sheet completed by the purchaser

Managing Agent:

Garthchester Realty 440
Mamaroneck Ave, S-512
Harrison, NY 10528
914-725-3600

UNIT # _____

Hastings Landing Homeowners
Association, Inc.

HOMEOWNER INFORMATION SHEET

Personal Information

Owner #1

Full Name:

Last

First

Owner #2

Full Name:

Last

First

Home Phone:

Alternate Phone:

Owner #1 Email

Owner #2 Email:

Children at Same Address: Name

Age

Name:

Age

Emergency Contact Information

Full Name:

Last

First

M.I.

Address:

Primary Phone:

Alternate Phone:

Relationship:

Vehicle Information

Each household is entitled to one garage space and one outdoor parking space. Spaces follow the order of homes. Visitors should be told to park in the "visitors' area," at the second driveway to the left when proceeding down the hill.

Year _____ Make: _____ Model: _____ License Plate # _____

Year _____ Make: _____ Model: _____ License Plate # _____

NOTE: You are not required to give keys to management, however, we reserve the right to enter any units for emergencies, and break-ins will be at the owner's expense. If you have provided an emergency key to a neighbor, please identify. _____

HASTINGS LANDING HOMEOWNERS ASSOCIATION
211 Broadway
Hastings on Hudson NY 10706

TO: Prospective Unit Owners and Prospective Tenants

FROM: Board of Directors

RE: Rules and Regulations

It is a requirement of the Homeowners Association that anyone who is to live on the property, or own a unit at the premises, must subscribe to the rules and regulations and by-laws of Hastings Landing Homeowners Association.

As an acknowledgement of this and of the fact that you have read these rules and regulations, please sign your name below and give the date of your signature.

Dated: _____

_____(Buyer 1)

_____(Buyer 2)

HASTINGS LANDING HOMEOWNERS ASSOCIATION, INC.

1-23 Hastings Landing | Hastings on Hudson NY 10706

April, 2017

Hastings Landing Home Owners
1-23 Hastings Landing
Hastings on Hudson NY 10706

RE: Rules for Adequate Homeowners
and Liability Insurance Coverage

To All Home Owners,

Please be advised that at the April 2017 Board Meeting of the Hastings Landing Homeowners Association, the Board approved a set of Rules, which provides clarification on what constitutes “Adequate Homeowners Insurance” and “Adequate Liability Insurance”. Enclosed you will find the approved rules, effective April 2017. Please ensure you save this document with your copy of the Bylaws, and wherever important documents you keep with regard to your unit.

The initial minimum coverage for both, Adequate Homeowners Insurance and Adequate Liability Insurance is \$625,000 per unit. This will be reviewed periodically by the Board in accordance with the Rules.

Furthermore, in accordance with the Rules, each Owner as of April 1, 2017, shall submit evidence of Adequate Homeowners Insurance and Adequate Liability Insurance to the Managing Agent, as agent for the Board, no later than June 30, 2017, together with a form designating the Association as an interested person authorized to receive notice from the insurance company of any change to or renewal of the unit owner’s policy (“Authorization”).

Failure to comply is subject to the fines detailed in the Rules.

Please note that the Board plans to discuss this topic at the Annual Meeting of Unit Owners on May 4th 2017.

Very truly yours,

The Board of Directors

Managing Agent:

Garthchester Realty
440 Mamaroneck Ave., S-521 |
Harrison, NY 10528
Site Manager: Brian Scally
T. 914-725-3600 F. 914-725-6453

HASTINGS LANDING HOMEOWNERS ASSOCIATION, INC.

Rules for Adequate Homeowners and Liability Insurance Coverage

1. Background.

(a) The Declaration of Covenants, Restrictions, Easements, Charges and Liens, dated March 1982 (the "Declaration") sets forth certain rights and responsibilities of the 23 Lot Owners ("Owners") at the property known as Hastings Landing (the "Development"). The Hastings Landing Homeowners Association, Inc. (the "Association") owns, maintains and operates the open areas, roadways and parking areas comprising the Common Properties of the Development and maintains the garages, the exterior of Units located on the Lots and landscaping of the individual Lots in the Development. The Association also has certain rights and responsibilities with respect to the Owners to the extent provided in the Declaration and the Bylaws of the Association ("Bylaws").

The Association is generally governed by a Board of Directors ("Board") as provided in the Bylaws. The Board has retained a third party Managing Agent, to assist it in performing its responsibilities under the Declaration and the Bylaws.

(b) The Declaration was amended by a FIRST AMENDMENT dated June 13, 2011. As amended, the Declaration provides, in relevant part, at Article X, Section 2, that

"Section 2. Home. Each Owner of Lots 1 through 23 inclusive shall be required to obtain and maintain adequate insurance of his home which shall insure the property for its full replacement value with no deduction for depreciation against loss by fire or other hazards. Such insurance value shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be written in the manner designated by the Association.

Each Owner of Lots 1 through 23 inclusive shall be required to obtain and maintain public liability insurance of his home with such limits as the Board of Directors shall specify, covering all claims for bodily injury with respect to any one occurrence.

Each Owner shall be required to supply the Board of Directors with evidence of insurance coverage on his home which complies with the provisions of this Section."

(c) The Board hereby adopts these rules concerning the establishment and maintenance of adequate insurance by Owners, and the submission of evidence thereof ("Rules") pursuant to Article X, Section 2 of the Declaration, effective as of March 9, 2017.

2. General.

(a) Each Owner shall establish and maintain, at all times, Adequate Homeowners Insurance and Adequate Liability Insurance, as those terms are defined below.

(b) Each Owner shall comply with the Rules, as set forth herein. Compliance with these Rules shall constitute compliance with the insurance requirements for Owners under Article X, Section 2 of the

Declaration. If a Lot (sometimes referred to below as a "Unit") is jointly owned by two or more persons, compliance with the Rules by any one of them shall constitute compliance by all of them.

3. Adequate Insurance.

(a) "Adequate Homeowners Insurance" shall mean an insurance policy which shall insure the Owner for at least the minimum coverage ("Minimum Homeowners Coverage") to repair or replace the Unit against loss by fire, water damage (other than flood) or other hazards, and which (i) shall not cover any property outside the Development, (ii) shall be issued by a reputable insurance company licensed to do business for such coverage in the State of New York and (iii) shall contain provisions for deductibles or exclusions which are no more onerous than industry standards.

(b) "Adequate Liability Insurance" shall mean an insurance policy which shall insure the Owner for at least the minimum coverage ("Minimum Liability Coverage") against liability to a third party for a claim for damages, and legal fees, for an accident or other event that occurred in or on the Owner's Unit and which (i) shall be issued by a reputable insurance company licensed to do business for such coverage in the State of New York and (ii) shall contain provisions for deductibles or exclusions which are no more onerous than industry standards.

(c) Adequate Homeowners Insurance and Adequate Liability Insurance may be provided under one insurance policy or a combination of insurance policies.

4. Minimum Insurance.

"Minimum Homeowners Coverage" and "Minimum Liability Coverage" shall mean \$625,000 for the period commencing July 1, 2017 and ending December 31, 2019 (the "Initial Period"). Not later than 90 days prior to the end of the Initial Period, and not later than 90 days prior to the end of each subsequent three year period ending on December 31, 2022 and every third anniversary of such date (each, a "Subsequent Three Year Period"), the Managing Agent shall calculate the average of the three most recent purchase prices for Units in Hastings Landing, rounded to the nearest one hundred thousand dollars (\$100,000) ("Recent Average Purchase Price"), and shall notify the Board of such amount no later than 90 days prior to the beginning of the next Subsequent Three Year Period. The Board shall promptly determine whether to (i) continue the then current Minimum Homeowners Insurance and/or Minimum Liability Coverage, (ii) increase the Minimum Homeowners Coverage and/or Minimum Liability Coverage to the Recent Average Purchase Price or (iii) increase the Minimum Homeowners Coverage and/or Minimum Liability Coverage but to an amount less than the Recent Average Purchase Price, and shall promptly notify the Managing Agent of its determination.

The Managing Agent shall notify each Owner, in writing, no later than 60 days prior to the beginning of the next Subsequent Three Year Period of the increase, if any, in the Minimum Homeowners Insurance and/or the Minimum Liability Coverage.

5. Evidence of Insurance.

(a) Each Owner as of April 1, 2017 shall submit evidence of Adequate Homeowners Insurance and Adequate Liability Insurance to the Managing Agent, as agent for the Board, no later than June 30, 2017,

together with a form designating the Association as an interested person authorized to receive notice from the insurance company of any change to or renewal of the policy ("Authorization").

(b) Each person who becomes an Owner after April 1, 2017 (whether by reason of purchase, inheritance, divorce or separation, or for any other reason) shall submit evidence of Adequate Homeowners Insurance and Adequate Liability Insurance to the Managing Agent, as agent for the Board, no later than the date as of which such person becomes an Owner, or as promptly thereafter as practicable, together with an Authorization.

(c) Each Owner who changes insurance carriers shall submit evidence of continuing Adequate Homeowners Insurance and of continuing Adequate Liability Insurance to the Managing Agent, as agent for the Board, no later than the effective date of the substitute coverage, together with an Authorization for the new insurance company.

(d) If the Minimum Homeowners Coverage or the Minimum Liability Coverage is increased such that any Owner's existing insurance policy would no longer constitute Adequate Homeowners Insurance or Adequate Liability Insurance, each such Owner shall increase his coverage to an amount at least equal to the new Minimum Homeowners Coverage and/or the new Minimum Liability Coverage, and shall submit evidence thereof to the Managing Agent, as agent for the Board, no later than sixty days after notice of such increase from the Managing Agent.

(e) Evidence of insurance shall consist of a copy of one or more insurance policies and/or one or more certificates of insurance from an insurance company or broker.

6. Failure to Comply.

Any failure by an Owner to comply with any provision of these Rules shall be subject to a fine for each month or portion thereof of noncompliance in the amount of \$200 for each of the first three months, \$300 for each month thereafter, and shall be collected and enforced in the same manner as applies to delinquent payment of monthly Association dues.

7. Miscellaneous.

(a) During any period of time in which there is no Managing Agent, the functions of the Managing Agent under these Rules shall be assumed and performed by the Board.

(b) An Owner may appeal from a finding of noncompliance with these Rules by a written appeal to the Board. The Board shall consider any such appeal and shall notify the Owner of its determination of the appeal, in writing.

(c) Subject to subsection (b), above, all determinations by the Managing Agent and the Board under these Rules shall be final and binding.

(d) These Rules may be amended by the Board at any time, but any such amendment shall not be effective until at least 60 days after notice thereof has been given to the Owners.

Hastings Landing

-Our Common Interests-

Hastings Landing has been a model of neighborly consideration and cooperation. These rules, regulations and information seek to maintain that spirit of congeniality.

Revised April 2014

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Hastings Landing is a Homeowners Association with 23 homes.
The Association is managed by Garthchester Realty, Ltd.

**Exterior and
Common Areas**

The common area includes all land surrounding the buildings, including the garden area outside the kitchen window, but excluding the brick patio outside the rear ground floor. Homeowners have 'planting rights' within the 'kitchen garden' and on the other side of the entranceway.

Hastings Landing strives to have an elegant and uncluttered atmosphere. To that end: Maintaining front door area is a major part of curb appeal. Storage of gardening supplies, bags, stacks of boots, for example, detracts from the overall appearance of the community. Exterior alterations, including the addition of structures and placing of signs of any kind require Board approval. Rear patios should be maintained to have a neat appearance and use as a storage area kept to a minimum.

Parking

Each household is entitled to one garage space and one outdoor parking space. Spaces follow the order of homes. Visitors should be told to park in the "visitors' area," at the second driveway to the left when proceeding down the hill. A few additional spaces are available in front of the southern building and the middle building.

Residents should avoid using or blocking (or allowing their visitors to use or block) their neighbors' spaces unless a separate understanding has been reached. This is especially necessary when hosting a large number of guests. Our intent is to be respectful of our neighbors' parking rights, at the same time as we try to flexibly accommodate each other.

Visitor Parking

To provide parking space, as appropriate, in a manner fair to all Homeowners, the Board has outlined the following rules. The Visitors Parking lot is used by our guests, service workers, and overflow from Building 3, which has no extra parking spaces.

Homeowners intending to leave their own vehicle in the Visitors Lot longer than seven continuous days must notify a Board Member. The homeowner should leave a legible note, easily visible through the windshield, indicating homeowner's name and expected duration of the parking. The Board reserves the right to turn down long-term parking, based on demand for parking by visitors, contractors, etc.

Continued..

Vehicles of Homeowner Guests are permitted in the lot only while actually visiting homeowners at Hastings Landing. Guests may not otherwise leave their cars in Hastings Landing parking spaces, and homeowners should not offer friends or relations long term parking. Vehicles other than those of a homeowner, a service provider or a visitor, may not otherwise be parked on Hastings Landing property. Unauthorized cars remaining in any of our spaces may be legally removed (impounded) at the owner's expense after a 24-hour period

Garages

Because homeowners share a garage, it is imperative (for safety and courtesy) that garage doors stay closed at all times.

Mail

Each home is assigned a mailbox. Mail may be posted by placing it in the slot for mail provided in each communal mailbox.

Dog walking

The area north of the main driveway (North Lawn) is used for walking dogs. **DOG OWNERS ARE EXPECTED TO PICK UP AFTER THEIR DOGS IN ALL AREAS.** Every effort must be made to ensure that dogs do not urinate on lawns or other common areas surrounding our buildings; rather dogs should be brought to the dog walking lawn and other locations to avoid yellow staining.

Garbage

Household garbage and recyclables are collected by the Village of Hastings. As of January, 2008, garbage is removed on Mondays, and recyclables on Thursdays. While the landscaper (see page 8) is responsible for general upkeep of the garbage enclosures, he cannot monitor them continuously. House-guests, as well as providers of cleaning services and the like, should be told how to dispose of refuse, as follows:

To accommodate the disposal needs of each homeowner and prevent unhealthy and unsightly overloads as well as messy and potentially dangerous visits from raccoons, homeowners should only put their garbage into the bins assigned to their respective unit (or in any bins designated as extras.) If those bins are full, please do not use your neighbor's bins without permission. Instead, keep your garbage bags in your home until garbage pick-up day.

Food garbage should be disposed of in plastic bags, tied shut. Lids should be replaced securely on garbage bins and recycle bins.

There are two types of recycling bins in the garbage enclosures, one for glass/plastic/metal containers and one for paper products. The Village mails a newsletter updating recycling rules to each Village household.

We attach a copy of recycling guidelines to help you comply. Recycling materials which are not properly sorted (for example, newspapers in plastic bags) will be thrown out by Dept. of Sanitation garbage men and not recycled.

Recycling bins intended for containers: bottles, jars, cans and lids made of plastic, glass and metal, as well as clean aluminum foil and empty aerosol cans. Containers must be rinsed clean. Any containers that hold hazardous substances cannot be recycled, **nor can foam, Styrofoam, plastic bags or any vinyl products.**

Recycling bins for paper products: newspapers, magazines and catalogues, junk mail and home office wastepaper, phone books and paperbacks. Food wrappers cannot be recycled. **Paper products should not be disposed of in plastic bags.** Boxes should be collapsed and bundled inside of another box, or at least nested to take up as little space as possible. Please do not put garbage or refuse of any kind in boxes. Garbage collectors will ignore boxes containing such materials.

Garbage collectors will take discarded household items if these are not too big and if they are placed in garbage bags, tied shut, and placed near the garbage cans. The same items will not be collected if they are left un-bagged in the garbage rooms.

If you have items to dispose of which are too large to bag, you must personally arrange for a pickup by calling the Village at 478-2170. The Village picks up metal items on Friday by appointment only (call 24 hours in advance), and non-metal items on Wednesday (call 48 hours in advance).

When moving into or out of Hastings Landing or when carrying out renovations which generate debris, homeowners must call to arrange for pickup of any items which are not promptly removed by the garbage collectors. Please have your contractor do this, or call a private carter.

Many local organizations accept donations of many types of items. At least two make this easy by providing free pick-up of the bagged items from your doorstep. You need not be home. A receipt is left for tax purposes: Big Brothers Big Sisters (963-4453) – clothes, small toys, linens and books (does not take furniture), and Salvation Army pick-up service (664-0800, ext. 331).

Board of Directors

The current Officers and Directors until **February 2021** are:

Title	Name	Email
President	Mark Witner	markwintner@gmail.com
Vice-President	Kris Kliemann	Kliemannkris@gmail.com
Secretary	David Usdan	davidusdan@gmail.com
Treasurer	Tom Fusco	tompfusco@yahoo.com
Director	Michael Bronfman	Engin42405@gmail.com
Director	Jack Vishab	jack.vishab@gmail.com
Director	Marie-Angie Vassallo	m.a.vassallo@gmail.com

Emergency & Non-Emergency Contact Information

In case of **FIRE** or **GAS LEAK** emergency, or an emergency that endangers the life or safety of any person on the premises of Hastings Landing, first and immediately call **911**.

If your request is not fire or gas leak related it should be reported immediately to:

During Business Hours:

Managing Agent: Garthchester Realty (914) 725-3600

Property Manager: Brian Scally (914) 725-3600 Ext. 112
brian@garthchesterrealty.com

After Business Hours:

24/7 Answering Service: Garthchester Realty (866) 246-0370

For garage related emergencies

Fleetwood Lock & Alarm (914) 237-1073

Hastings Building Department (914) 478-3400,
7 Maple Avenue
Hastings-on-Hudson, NY
10706

Homeowners Association Dues

Dues are paid at the beginning of each month. Checks should be made payable to "Hastings Landing Homeowners Association" and should be mailed using the envelope that is included with your statement. Dues are used to cover Association operational expenses. Such expenses include the following:

- Planting and maintenance of lawn, trees, shrubs and flowers in the common areas
- Maintenance of garbage enclosures
- Snow removal
- Lighting and water in the common areas
- Cleaning of gutters
- Roof and exterior maintenance
- Paving and sidewalk repairs
- Sewer maintenance
- Pest control in common areas
- Liability and fire insurance for common properties

Special assessments may be made in the case of extraordinary expenses (e.g. painting, roof replacement). A financial report is issued annually to all homeowners.

Late Fees:

\$25.00 late fee per month for the first three months; then \$125 per month for unpaid dues exceeding 3 months. These late fees are cumulative.

Responsibilities of the Landscaper

Landscaping and related services are provided by Ultimate-Care, operated by Brian Pesce (591-7217, pager 284-7072).

These services include:

- Planting and care of lawns, trees, shrubs and flowers in the common areas.
- Removal of leaves from common areas, including the clearing of storm drains as necessary.
- Maintenance of garbage enclosures.
- Replacement of light bulbs in common area light fixtures.
- Removal of snow and ice from driveways, parking spaces, sidewalks, and the walkway to the aqueduct. Sidewalks leading to homes, as well as front porches (but not back patios), are salted, but service cannot be continuous. For both safety and liability reasons, it is wise for homeowners to keep a stock of salt or sand for use in these areas.

Roofs

New roofs were put on the homes in 1997 by Canopy Roofing (347-2780) and are covered by a 10-year guarantee. Gutters are cleaned periodically by the company. Canopy should be contacted directly if any problems arise.

Exterior Alterations

Exterior alterations and the erection of exterior structures of any kind require Board approval..

Interior Alterations

The village of Hastings on Hudson requires that all kitchen and bathroom renovations file for proper building permits. As a general rule, if you are planning construction, repair work or general face-lifting of the interior of your individual unit, please consult the Building Department to see if a building permit is required. You may reach the Hastings on Hudson building department by dialing 914-478-3400, or in person at 7 Maple Avenue Hastings-on-Hudson, NY 10706

GENERAL

The Home Owners Association does not discriminate on the basis of race, religion, sex, sexual orientation, physical disability, ethnic origin or other protected class of people.

Any consent or approval given under these House Rules by the Home Owners Association shall be revocable. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

Receiving your monthly invoices **just got easier**



Register for eBills

Simplify your life... Go paperless

Receive your invoice online:

- View current invoices
- Review past invoices anytime
- Update your email

Register just once at: www.garthchesterrealty.com

1. Click on the 'Go Paperless and then Register' button.
2. Complete the registration form (you will need the WebReg# from your invoice).
3. Click the 'Create your account' button.
4. You will receive an email shortly thereafter requiring you to click on the 'Complete your activation' button to finish the process.

It couldn't be easier! Simply visit www.garthchesterrealty.com to register

*** Registrations after the 18th of the month may take effect the following month**



Garthchester Realty

How to Make Monthly Maintenance Payments:

(1) ACH, E-Check or Credit Card via our website:

Payments via the website - www.garthchesterrealty.com - will require you to register and setup an online user profile. You will need to input your **Resident Account Number**. *The statement sample below indicates how to locate your Resident Account Number.* (an administrative fee will be charged for credit card payments)

(2) Bill Pay Account via Your Bank:

Please note the bill payment service provided by your bank produces a manual check that is sent directly to NCB's lockbox at the address below. *Please initiate the payment 3-5 days prior to the due date to ensure the payment will be processed in a timely manner. Please indicate your Resident Account Number on the memo line (Ex. 67/XX).*

(3) Mail a Check payable to:

Name of Property
Garthchester Realty
PO Box 5089
White Plains, NY 10602-5089

SAMPLE STATEMENT & ACCOUNT etc.

BOB SMITH
123 MAIN STREET #1D
SCARSDALE, NY 10583



DATE	07/01/15
ACCOUNT NO.	67/XX
AMOUNT DUE	\$654.87

Please Remit Payment To:

GARTHCHESTER REALTY
P.O. BOX 5089
WHITE PLAINS, NY 10602-5089

Make Check Payable To:

NAME OF PROPERTY

07130313104000000 0 090116 0065487 000 0

Please note with cut backs at the United States Postal Service (USPS) any payments sent after business hours on Friday or anytime during the weekend or holidays will not be picked up until the following business day. In addition any documents in transit may not be delivered during that same period. Payments by paper check or bill pay service may experience delayed arrival. Normal business days for USPS delivery are Monday through Friday except for Holidays. Banking and financial services provided by National Cooperative Bank, N.A. Member FDIC.

