

FRENCH COURT WEST CONDOMINIUM

RULES AND REGULATIONS

Effective Date: July 1, 2007

1. Purpose & Authority.

A. These Rules and Regulations are promulgated by the Board of Managers pursuant to the powers and duties delegated to the Board of Managers under the By-Laws of the French Court West Condominium (the “By-Laws”) for the sound management of the Condominium.

B. These Rules and Regulations are in addition to the duties, obligations, restrictions and covenants set forth in the Declaration and By-Laws. Certain obligations under either the Declaration or By-Laws may be restated herein as clarification for the convenience of the Unit Owners, however, such restatement or clarification shall not be deemed a limitation or waiver of any duty, obligation, restriction or covenant set forth in the Declaration or By-Laws.

2. Single Family Residence. Each Unit may be used only for the purpose of a single-family residence. The use of any Unit or Garage space for any illegal purpose or “commercial use” within the meaning of the zoning ordinances of the Town of Brighton is strictly prohibited. For the purpose of these Rules and Regulations, “single-family” shall not extend beyond the children of the Unit Owner or his or her spouse or life partner.

3. Unit Owner Responsible for Others. Each Unit Owner shall be responsible for any breaches or violations of the provisions of the Declaration, By-Laws and these Rules and Regulations, as amended, by occupants of his Unit, tenants, guests, contractors and others invited by the Unit Owner on the Property, as well as payment of any fines imposed by the Board of Managers for such violations.

4. Duty to Maintain Units & Common Elements.

A. General Cleanliness. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not allow any dirt, debris or refuse to accumulate in or on the Unit, any Building, the single-car Garage space or patio associated with the Unit, the Common Elements or any other portion of the Property.

B. Insurance. No Unit Owner shall cause or permit anything to be done or kept in or on any Unit, Building, Garage, Common Element or any other portion of the Property which will increase the rate of insurance or result in the cancellation of insurance for same, or would result in damage or waste to same, or which would be a violation of any law.

C. No Access to Roof. No Unit Owner shall cause or permit anyone on the roof of any Building for any reason without the prior written consent of the Board of Managers.

D. Water Apparatus. No Unit Owner shall cause or permit any toilet, sink, sump pump or other water apparatus located in any Unit to be used for any purpose other than the purpose for which the water apparatus was designed, nor shall any sweepings, rubbish, rags, sanitary napkins or other articles be thrown into same.

E. Stoop Lights. Each Unit Owner is responsible to maintain the “stoop light” projecting from his Unit in good working order at all times. Only ordinary “white” bulbs may be used in the stoop light except that “bug lights” which do not give off a red light may be used May 1 through October 31 of the calendar year. Each Unit Owner is responsible to repair at his sole expense in a timely manner any damage to a stoop light caused by any wreath or other decoration hung on the stoop light. Repairs or replacement of any stoop light must be done with an identical light or one which is substantially similar if an identical light is not available. The Board of Managers reserve the right to repair any stoop light or to replace a non-conforming stoop light at the sole expense of the Unit Owner and to collect the cost of such repair or replacement as if same was a common charge.

F. Clotheslines. No Unit Owner shall cause or permit the drying or airing of any clothing or bedding from any Unit, Building, Garage, Common Element or any other portion of the Property. No Unit Owner shall cause any lines, clothes, clothing, rugs or mops to be hung from any window, wall or fence of any Unit, Building, Garage, patio, Common Element or any other portion of the Property. Clotheslines, poles, racks or other devices used for drying materials are prohibited.

G. Flags. No Unit Owner shall cause or permit the hanging or display of any flag or banner from any window, wall or fence of any Unit, Building, Garage, patio, Common Element or any other portion of the Property, except that an American flag of no greater dimensions than 4 by 6 feet may be displayed from a bracket or similar device properly mounted to the exterior of a Unit, in such a manner as not to project the flag over a sidewalk, beyond the edge of the patio associated with such Unit, into the patio of another Unit or in any other manner as to interfere with the ordinary maintenance of the Property. Each Unit Owner is solely responsible for any damage to the exterior face of his Unit or any Building caused by any bracket or hanging device used for this purpose. The Board of Managers reserve the right to repair any such damage at the sole expense of the Unit Owner and to collect the cost of such repair or replacement as if same was a common charge.

5. Awnings, Blinds, Window Treatments & Fans, etc.

A. No awnings, aerials or other projections shall be attached to the outside walls of any Unit, Building, Garage, Common Element or any other portion of the Property.

B. Blinds, shades, screens or any similar devices may not be hung from, affixed to or otherwise used on the exterior of any window or door of a Unit or Garage at any time.

C. Use of a window fan or air conditioning unit that projects outside a Unit is not permitted.

D. The backing of any window treatment visible from the exterior of a Unit must be “white” or “beige” to assure a uniformity of appearance throughout the community. Tape, newspaper, cardboard or any other similar material may not be affixed to any window unless the Unit is under repair and in that event no longer than seven (7) days without the prior written consent of the Board of Managers.

6. Antennae, Satellite Dishes, etc. No television or radio antennae, satellite dishes or similar devices may be mounted or attached to any Building or projected out from any Unit. Such devices may be mounted on their own supporting structure on the Property only with the prior written approval of the Board of Managers. It is the Unit Owner’s responsibility to obtain the written approval of the Board of Managers of the specifics of the installation including, but not limited to, the size and nature of the device, location, height, and general construction of the supporting structure and device before installation begins.

7. Signs, etc.

A. No Unit Owner shall cause or permit any sign, advertisement, banner, message or other notice to be affixed to or displayed from any exterior wall, window or window sill of any Unit, Building or Garage or to be displayed from any other portion of the Property or vehicle or other object located on the Property, including, without limitation, “For Sale” or “For Rent” signs, messages of vulgarity or profanity or the like.

B. An “Open House” sign may be placed in front of a Unit which is for sale, and another such sign may be placed on the Property at the mouth of the driveway entrance closest to such Unit during the specific hours of the showing of the Unit.

C. This section does not prohibit the display of holiday decorations.

8. Repairs, Alterations & Modifications.

A. No Unit Owner shall cause or permit any repair, alteration or modification of any Unit exterior, Building, Garage, Common Element or other aspect of the Property without the prior written approval of the Board of Managers and completion of an Architectural Change Form.

B. No Unit Owner shall cause or permit any repair, alteration or modification of the interior of any Unit which affects the exterior of any Building, Garage, Common Element or other aspect of the Property without the prior written approval of the Board of Managers and completion of an Architectural Change Form.

C. The Architectural Change Form required by the Board of Managers may be obtained from the Property Manager.

9. Installation and Painting of Windows & Doors. No Unit Owner shall cause or permit the installation or repair or painting of any Unit window, screen door or entrance door without the prior written approval of the Board of Managers and completion of an Architectural Change Form which may be obtained from the Property Manager. Any such work shall be done only by contractors and suppliers approved by and pursuant to the specifications of the Board of Managers. Guidelines concerning such work are available from the Property Manager.

10. Community & Enjoyment of Common Elements.

A. Enjoyment. No Unit Owner shall cause or permit anyone to interfere with the rights of another Unit Owner, tenant or occupant to use and enjoy his Unit, the single-car Garage space or patio associated with his Unit, the Common Elements or any other portion of the Property.

B. Noxious or Offensive Activity. No Unit Owner shall cause or permit any noxious or offensive activity in or on any Unit, Garage space, patio area, the Common Elements or any other portion of the Property, nor shall anything be done in such areas, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners, tenants or occupants.

C. Noises & Odors. No Unit Owner shall cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from his Unit, Garage space, patio area, the Common Elements or any other portion of the Property. No noise from the use of any kitchen appliances, tools, parties, social gatherings, music, entertainment or activity of any kind whatsoever shall be permitted such that it can be heard between the hours of 11:00 p.m. and 7:00 a.m. the following day from inside any other Unit, regardless of whether the windows of such other Unit are open. Noise that is unnecessary or otherwise unreasonable under the circumstances is prohibited at all times.

D. Sidewalks & Unit Entrances. The sidewalks and entrances to each Unit are Common Elements and must remain free from any obstruction or encumbrance at all times. No Unit Owner may cause or permit any railing or other structure to be installed at the entrance to his Unit, or otherwise modify the entrance to his Unit, without the prior written approval of the Board of Managers and completion of an Architectural Change Form which may be obtained from the Property Manager.

E. Planting Guidelines.

(i). Any Unit Owner may plant flowers in the flower beds under the bathroom window and kitchen window of his Unit and within the patio area associated with his Unit. The planting of herbs or vegetables in the flower beds under the bathroom and kitchen windows of any Unit is prohibited. The Unit Owner shall not cause or permit any plantings to grow any higher than the height of the kitchen window sill. No window boxes are permitted to be hung from or affixed to any Unit, Garage or other Building on the Property.

(ii). The flower beds under the bathroom and kitchen windows of each Unit shall be weeded and covered with mulch by a landscape maintenance contractor hired by the Board of Managers, unless the Unit Owner notifies the Property Manager in writing no later than April 1 of each year that he shall plant flowers in such beds. The Board of Managers, Property Manager and landscape maintenance contractor shall not be responsible for destruction of any plantings in the event that the Unit Owner fails to properly give timely written notice to the Property Manager as required by this section.

(iii). No Unit Owner shall cause or permit the modification of the size or shape of the flower beds under the bathroom and kitchen windows of his Unit without prior written approval of the Board of Managers.

(iv). No Unit Owner shall cause or permit the creation, extension or modification of any flower bed elsewhere on the Property, including, but not limited to, the area abutting the patio associated with each Unit, without the prior written approval of the Board of Managers and the completion of a Landscape Change Form which may be obtained from the Property Manager.

(v). No Unit Owner shall cause or permit the planting or removal of any trees, bushes or shrubbery located anywhere on the Property, including, but not limited to, the flower beds under the bathroom and kitchen windows of his Unit, without the prior written approval of the Board of Managers and the completion of a Landscape Change Form which may be obtained from the Property Manager.

(vi). No Unit Owner shall cause or permit the installation of any artificial flowers, trees, bushes or shrubbery any where on the Property, including, but not limited to, in the flower beds under the bathroom and kitchen windows of his Unit and the patio area associated with his Unit.

F. Lawn Furniture & Decorations.

(i). No Unit Owner shall cause or permit the installation of any permanent lawn decorations any where on the Property, including, but not limited to, the flower beds under the bathroom and kitchen windows of his Unit and the patio area associated with his Unit.

(ii). Solar lights and other similar devices may not be installed along the entrance, patio or in the flower beds under the bathroom and kitchen windows of any Unit. No lights of any kind may be hung from the trees, bushes or shrubbery anywhere on the Property at any time for any reason.

(iii). Lawn furniture, patio furniture, toys, bicycles, tools and similar objects are permitted in the Common Elements only when in actual use by a Unit Owner, tenant guest or occupant. No Unit Owner shall cause or permit such objects to be left in the Common Elements over night. All such objects must be returned to either the Unit or the patio associated with the Unit before 11 p.m.

(iv). The Board of Managers shall have final discretion with respect to any decorations visible on the Property and the Unit Owner shall remove or cause the removal of any such decorations from where displayed at the request of the Property Manager or the Board of Managers. The Board of Managers shall have the discretion to cause the removal of any such decorations at the sole expense of the Unit Owner in the event that he fails to do so within 5 days after written notice is given by the Board of Managers or the Property Manager to the Unit Owner.

G. Bicycles, Snowmobiles, ATVs, etc. No Unit Owner shall cause or permit snowmobiles, all terrain vehicles, mini-bikes or any similar devices to be operated anywhere on the Property at any time. Use of bicycles, roller skates, in-line skates and similar devices is permitted only on sidewalks and paved areas with reasonable caution under the circumstances so as to avoid any collision or incident with a pedestrian or motor vehicle. Use of bicycles, roller skates, in-line skates and similar devices on the lawns or flower beds anywhere on the Property is prohibited at all times.

H. Vehicle Repair and Maintenance. No Unit Owner shall cause or permit the repair or maintenance of any vehicle anywhere on the Property, including, but not limited to, the replacement of transmission fluid, oil or other petroleum-based fluids.

I. Installation of Sports Equipment Prohibited. No Unit Owner shall cause or permit the installation of basketball poles or hoops, hockey nets or any other sports equipment on the Property at anytime for any reason. Volleyball or badminton nets are allowed when in actual use and must be taken down by "sunset" each day or else such equipment will be removed by the Board of Managers and returned to the owner only after the payment of the fine imposed by the Board of Managers.

J. Certain Sports Activities Prohibited. No Unit Owner shall cause or permit the playing of any sports by any Unit Owner, occupant, tenant, guest or invitee in any Garage or on any paved area or sidewalk. Hockey may not be played anywhere on the Property. Balls, pucks or any other object may not be bounced or struck against any patio fence, Unit, Garage or other Building on the Property.

K. Snow Removal. Each Unit Owner, tenant and occupant shall comply with the parking instructions established by the Property Manager or Board of Managers to permit the removal of snow from the open parking areas during the winter months.

11. Vehicles & Parking.

A. Each Unit Owner and/or tenant is required to complete a Vehicle Registration Form for the vehicle(s) associated with each Unit each year by the deadline fixed by the Board of Managers.

B. The number of vehicles associated with each Unit shall not exceed the number of bedrooms associated with such Unit without prior written consent from the Board of Managers. The bedroom-number designation for each Unit is set forth in Schedule B to the Declaration. (For example, a 2-bedroom Unit is permitted 2 vehicles on the Property.)

C. Passenger vehicles, sport utility vehicles, motorcycles, vans and pick-up trucks without commercial lettering or advertisement, ladders or other tools may be parked on the Property without prior written consent from the Board of Managers.

D. All other vehicles including, without limitation, commercial vehicles, trailers, boats, campers, recreational vehicles, construction equipment and the like, require prior written consent of the Board of Managers to remain parked overnight on the Property.

E. Any vehicle parked on the Property (whether in a Garage or open parking space) must display a current and valid license plate, registration sticker and inspection sticker.

F. Any vehicle parked on the Property must be capable of lawful operation and must not leak oil or other fluids. The storage of "junk" or disabled vehicles on the Property will not be permitted.

G. Any vehicle parked in a "Handicapped" designated parking space must visibly display a government-issued "Handicapped" parking permit.

H. There is no special assignment of the open parking spaces on the Property except for those spaces marked "Handicapped."

I. Any vehicle parked on the Property may be parked only in a space designated for parking and must be parked within the lines designating such space.

J. The Board of Managers reserves the right to remove and/or store any vehicle located on the Property (whether in a Garage or open parking space) in its sole discretion, without notice to the owner of the vehicle or Unit Owner and at his expense, which is parked in such a manner as to prevent the use of another parking space or otherwise fails to satisfy any requirement set forth in this section, or in the following section governing "Use of Garages." The Board of Managers shall not be responsible for any damages sustained by any vehicle so moved from the Property.

12. Use of Garages.

A. A single-car Garage space is associated with each Unit within a 2-car bay and each Unit Owner is required at all times to use that space only in a manner that does not interfere with the use of the adjoining space(s) by other Unit Owner(s).

B. Garages are to be used only for the parking of vehicles and only one (1) passenger vehicle per Unit may be parked in any single-car Garage space, except that two (2) motorcycles may be parked in any single-car Garage space in place and instead of one (1) passenger vehicle.

C. Storage of appliances in Garages is specifically prohibited.

D. Under no circumstances are any vehicles to be parked in front of a Garage or in any manner which blocks another Unit Owner's access to the Garage.

E. Garage Overhead Doors and Man Doors are restricted Common Elements and shall be kept closed and secured at all times except when necessary to access the Garage. Any Unit Owner who damages any Garage Overhead Door or Man Door shall be solely responsible for the cost of the repair of such property, as well as any incidental costs, as assessed by Board of Managers in its sole discretion and shall be collected from such Unit Owner as if said costs were a Common Charge or Special Assessment.

13. Hazardous Materials. No Unit Owner shall cause or permit the storage or use of any inflammable, combustible, explosive or other hazardous material, chemical or substance, in his Unit, any Building, Garage, or on the patio associated with his Unit, the Common Elements or any other portion of the Property, excepted as may be permitted pursuant to paragraph 14 of these Rules and Regulations.

14. Open Flames & Grills.

A. No Unit Owner shall cause or permit the use of any open-flame decorative devices (e.g., tiki torches), lanterns, kerosene heaters, gas-fired heaters or similar devices anywhere on the Property, including, but not limited to, any patio or in any Garage.

B. No Unit Owner shall cause or permit the use of charcoal grills, gas grills or other open-flame cooking devices inside any Unit or Garage or within 10 feet of any Building exterior, patio fence or other combustible construction. Liquefied-petroleum-gas-fueled cooking devices (i.e., gas grills) having a gas container of with a gas capacity greater than 1 pound (0.454 kg) or water capacity greater than 2.5 pounds (1.14 kg) are strictly prohibited.

C. Unit Owners, tenants and occupants are responsible at all times to obey the provisions of the Uniform New York State Fire Prevention and Building Code, which are otherwise incorporated by reference as if set forth in full here.

15. Refuse. All refuse shall be properly placed in plastic trash bags, with the opening tied or otherwise secured to prevent the spilling of the contents, and discarded in the dumpsters provided by the Condominium. Unit Owners, tenants and occupants who leave trash outside a dumpster or otherwise fail to properly dispose of refuse shall be subject to any additional charges incurred by the Board of Managers to dispose of such refuse as well as fines.

16. Right of Entry and Inspection.

A. As provided in the By-Laws, the Board of Managers, the Property Manager or either's designee shall have the right to access any Unit or Garage for the purpose of making inspections or for the purpose of correcting any condition originating in such Unit and threatening another Unit or Common Element, or for the purpose of performing installation,

alterations or repairs to the mechanical or electrical services or other Common Elements in such Unit or elsewhere in the Building, or to correct any condition which violates the provision of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner.

B. In the event that vermin, insects or other pests are discovered, the Board of Managers may take such measures as it deems necessary to control or exterminate same at the sole expense of the responsible Unit Owner.

C. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

17. Leasing of Units. No Unit may be leased without the prior written approval of the Board of Managers and the execution of a standard Lease Addendum by the Unit Owner and the tenant. The standard Lease Addendum approved and required by the Board of Managers may be obtained from the Property Manager. A Lease for a Unit or Lease Addendum may not be modified, amended, renewed, extended or assigned, without prior written consent of the Board of Managers. The following additional guidelines and restrictions apply:

A. No Unit may be leased for any purpose other than as a single-family residence with no more than two (2) persons being permitted to occupy each bedroom. The bedroom-number designation for each Unit is set forth in Schedule B to the Declaration. Any other areas, spaces or rooms of the Unit (e.g., basement, living room, etc.) may not be used as a bedroom for the purposes of determining the number of persons permitted to occupy a Unit. (For example, a 2-bedroom Unit may be leased to no more than 4 occupants all of whom must be part of a “single family” as defined in these Rule and Regulations.)

B. Nothing less than a whole Unit may be leased to any person and not for a term less than one (1) year.

C. A Unit Owner can not simultaneously lease a Unit and occupy the same Unit.

D. The single-car Garage space associated with a Unit can not be leased separate and apart from the Unit except to another Unit Owner or the Board of Managers.

E. A tenant shall comply with and abide by the provisions of the Declaration, By-Laws and these Rules and Regulations as may be amended from time to time.

F. A tenant shall not be permitted to sublet the Unit, any part of the Unit or the single-car Garage space associated with the Unit to any other person.

G. A tenant shall have no rights to participate in the annual meeting of Unit Owners or enjoy any other right or privilege of a Unit Owner by virtue of the Lease, Lease Addendum or the tenancy thereunder.

H. The Unit Owner and tenant shall each execute and provide the Property Manager with a complete, true and accurate copy of the Lease, Lease Addendum, and Rental Information Form prior to the commencement of the tenancy, as well as well as any amendments or modifications to same.

I. Any renewal or extension of the term of any Lease is subject to the prior written approval of the Board of Managers and that any such requests shall be made by the Unit Owner and tenant not less than sixty (60) days prior to the expiration of the then current Lease.

18. No Animals or Pets.

A. No Unit Owner shall cause or permit any animal, including, but not limited to, a dog or a cat, to be brought on the Property or kept in a Unit or elsewhere on the Property for any period of time without the prior written consent of the Board of Managers and subject to any restrictions imposed by the Board of Managers. Consent will be given only in extraordinary circumstances, such as "service animals" as required by law (e.g., Seeing eye dogs), and in the sole discretion of the Board of Managers. Request for consent must be made in writing and delivered to the Property Manager in the manner required under these Rules and Regulations.

B. The Board of Managers is not responsible for the actions of any animal present on the Property regardless of the ownership of the animal or whether any consent was given by the Board of Managers.

C. Under no circumstances may any animal be kept for any period of time in a vehicle parked or standing in a Garage or an open parking space anywhere on the Property.

D. The Board of Managers reserves the right to immediately remove any animal from the Property, any Unit or Garage at the sole expense of the Unit Owner for any violation of the provisions of this section and the Unit Owner shall be responsible for all costs, including but not limited to attorneys' fees, incurred by the Board of Managers in connection with the enforcement of the provisions of this section and removal of the animal.

19. Complaints.

A. Complaints regarding the ordinary services or operation of the Condominium, or a violation of these Rules and Regulations, the Declaration or By-Laws by another Unit Owner, tenant, guest or occupant of a Unit shall be communicated to the Property Manager in writing. Unit Owners may verbally communicate such complaints to the Property Manager; however, the Board of Managers and the Property Manager reserve the right not to address any complaint which is not made in writing and delivered to the Property Manager as required under these Rules and Regulations.

B. Unit Owners shall not deliver a written complaint to a member of the Board of Managers, or telephone a member of the Board of Managers with complaints, or otherwise intrude upon the privacy of a member of the Board of Managers, except in case of an emergency.

20. Responsibility for Damages to the Property. The Unit Owner shall be responsible for any damage to any Building, Garage, his Unit, other Units and other aspects of the Property resulting from any violation of these Rules and Regulations caused or permitted by the Unit Owner, his tenant or other occupant of his Unit, guest or invitee, as well as the cost of repair or remediation made necessary by such violation and any fines levied by Board of Managers. The cost of repair or remediation to any Building, Unit Exterior, Garage, Common Element or other aspect of the Property may be charged to the responsible Unit Owner as a Special Assessment.

21. Fines.

A. The Board of Managers shall fine the Unit Owner that caused or permitted a violation of these Rules and Regulations the amount of \$25 per each separate violation. Each day a violation continues after written notice of same is given to the affected Unit Owner in the manner provided in these Rules and Regulations, such violation shall be considered a separate violation and an additional \$25 per day shall accrue each day thereafter until the violation is remedied. Such fines shall be collected as if they were common charges owed by the Unit Owner.

B. When a Unit Owner fails to pay the fine within 10 days after written notice of same is given to the affected Unit Owner in the manner provided in these Rules and Regulations, the Board of Managers may levy an additional fine or fines to enforce payment of the initial fine as the Board of Managers determines in its sole discretion is appropriate under the circumstances.

C. Where a Unit Owner persists in violating these Rules and Regulations, the Board of Managers may require him to post a bond in an amount appropriate under the circumstances to secure future compliance with these Rules and Regulations.

22. Late Fees (Common Charges & Special Assessments).

A. Coupon Books, etc. Coupon books for Monthly Common Charges and statements of account (when requested by a Unit Owner) are provided for the convenience of the Unit Owner. Common Charges are due the 1st of each and every month in an amount determined annually by the Board of Managers regardless of whether: (i) a coupon book has been provided; (ii) the coupon book is not received by the Unit Owner; (iii) the coupon for any particular month is inadvertently omitted from a coupon book. Special Assessments are due by such date as the Board of Managers may determine and set forth in a written Notice of Special Assessment to the affected Unit Owner(s) given in the manner provided in these Rules and Regulations. The provisions of these Rules and Regulations, the Declaration or By-Laws shall control in the event of any inconsistency or conflict with any statement made in a coupon book, individual coupon, Notice of Special Assessment, statement of account or other communication from the Property Manager or Board of Managers.

B. Monthly Common Charges. In the event that payment in good funds is not received by the 5th of the month in which a common charge is due, the Unit Owner shall be assessed a "late fee" in the amount of \$25 that month, and an additional \$5 will be assessed on the 1st of each subsequent month until that delinquent Common Charge is paid.

C. Special Assessments. In the event that payment in good funds is not received within five (5) days of the date when a Special Assessment is due, the Unit Owner shall be assessed a "late fee" in the amount of \$25 that month, and an additional \$5 will be assessed on the 1st of each subsequent month until that delinquent Special Assessment is paid.

23. Collection of Common Charges, Attorneys' Fees & Foreclosure of Liens. As provided in the By-Laws, when any Unit Owner fails to pay the Common Charges and Special Assessments as determined by the Board of Managers, the Board of Managers shall have the right and duty to attempt to recover such amounts, together with interest at the maximum legal interest rate from the date(s) due, together with all expenses, including attorneys' fees, incurred in attempting to recover such amounts, by civil action and foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York for such amounts.

24. Request for Consent, Approval, etc.

A. A request for a consent or approval required under these Rules and Regulations, the Declaration or By-Laws, or for a waiver or exception from a provision of these Rules and Regulations, may be made by a Unit Owner in writing to the Board of Managers and delivered to the Property Manager.

B. A Unit Owner may submit any material or documentation which the Unit Owner would like the Board of Managers to consider. Approved forms exist for particular requests and are available from the Property Manager. The Board of Managers reserves the right to not consider any such request if an approved form (where one is available) is not used, or in the event that all the information requested by the Board of Managers in consideration of the request for such consent, approval, waiver or exception is not provided by the Unit Owner in a timely manner.

C. As a general rule, no "hearings" will be held regarding any such request; however, the Board of Managers may decide in its sole discretion to meet with the Unit Owner to discuss a request, or conduct such further investigation or inquiry as the Board of Managers in its sole discretion deems appropriate under the circumstances.

25. No Waiver.

A. No Rule or Regulation shall be deemed to have been waived or abrogated by reason of any failure of the Board of Managers or the Property Manager to enforce the same, regardless of the number of violations which may occur.

B. A waiver or exception of any Rule or Regulation is only effective if approved by the Board of Managers in a writing signed by the Board of Managers or the Property Manager with the authority of the Board of Managers. Any waiver or exception made by the Board of Managers may be amended, rescinded or otherwise modified at any time by a majority vote of the Board of Managers and such modification shall be deemed in effect upon the giving of written notice of same to the affected Unit Owner(s) in the manner provided in these Rules and Regulations.

26. Modification of Consents or Approvals. Any consent or approval given under these Rules and Regulations may be amended, rescinded or otherwise modified at any time by a majority vote of the Board of Managers and such modification shall be deemed in effect upon the giving of written notice of same to the affected Unit Owner(s) in the manner provided in these Rules and Regulations.

27. Amendment, Supplementation, Repeal. These Rules and Regulations may be amended or supplemented from time to time, repealed or otherwise modified by a majority vote of the Board of Managers. No such additional or modified Rule or Regulation shall take effect until the Unit Owners are given written notice of same by First Class U.S. Mail addressed to the Unit Owner at the Unit or such other address as the Unit Owner properly and timely provides in writing to the Board of Managers or the Property Manager. Any Rule or Regulation adopted by the Board of Managers can be repealed or otherwise superseded by a vote of a majority of the Unit Owners.

28. Effect of Invalidation or Repeal. The invalidation or repeal of any Rule or Regulation, in whole or in part, shall not be deemed to impair or affect in any manner the validity or enforceability of the other Rules and Regulations which shall remain in full force and effect. The invalidation or repeal of any Rule or Regulation shall not effect a Unit Owner's obligation to pay any fines or assessments levied prior to the effective date of such act of invalidation or repeal.

29. Notices From the Board of Managers. Any written notice required to be given under these Rules and Regulations by the Board of Managers or the Property Manager to a Unit Owner shall be deemed given upon and effective as of the date of either: (i) the mailing of such written notice by First Class U.S. Mail addressed to the Unit Owner at the Unit or such other address as the Unit Owner properly and timely provides in writing to the Board of Managers or the Property Manager as permitted under these Rules and Regulations; or (ii) the leaving a copy of such written notice in the mail receptacle for the Unit of the affected Unit Owner.

30. Notice of Unit Owner Change of Address. Any Unit Owner may request that notices required to be given under these Rules and Regulations, the Declaration or the By-Laws, or any other written communications, be sent to an address other than the Unit. Such request must be made in writing and sent by Certified Mail/Return Receipt Requested and addressed to the Property Manager and will be deemed effective upon receipt of same by the Property Manager.

31. Notices to Tenants. The Unit Owner is responsible to provide his tenant with true, accurate and complete copies of the Declaration, By-Laws, Rules and Regulations in force and any and all other statements of policy or communications from the Board of Managers and/or the Property Manager governing the use of the Unit, Garage, Common Elements and Property.
32. Packages. Neither the Board of Managers nor the Property Manager shall be responsible for the loss of or damage to any package, goods or other property left at an entrance to a Unit or elsewhere on the Property by a commercial delivery service, the United State Postal Service or other third party.
33. Keys. If any key is entrusted by a Unit Owner or occupant, or by any member of his family, or by his agent, servant, licensee or visitor, to a Member of the Board of Managers, the Property Manager or any contractor retained by either, whether for his Unit or a vehicle or other item of personal property, the acceptance of such key(s) shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers and the Property Manager shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting from that action.
34. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define or limit the substantive provision of any Rule or Regulation.
35. Gender & Number. The use of the masculine gender in these Rules and Regulations shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.
36. Definitions. The following definitions are used through out these Rules and Regulations. Any “capitalized” term appearing in these Rules and Regulations which is not defined in this section shall be deemed to have the meaning as defined in the Declaration or By-Laws.
- A. “Property Manager” shall mean: Clover Management, 1430 Millersport Highway, Williamsville, New York, 14221, telephone (866) 462-5687, facsimile (716) 688-5098. Communications with the Property Manager shall be direct to the attention of Ms. Jean Kough.
- B. “Declaration” shall mean the Declaration of French Court West Condominium dated June 30, 1980, and recorded in the Monroe County Clerk’s Office in Liber 5822 of Deeds, at Page 161.
- C. “By-Laws” shall mean the By-Laws of French Court West Condominium recorded in the Monroe County Clerk’s Office in Liber 5822 of Deeds, at Page 174.
- D. The “Condominium” shall mean the French Court West Condominium established under the Declaration and By-Laws.
- E. “Building(s)” shall have the meaning described in the Declaration and more particularly refer to the 13 two-story structures with six Units in each structure as well as the 12 Garage structures.

F. "Unit" shall have the meaning as described in the Declaration.

G. "Garage" shall have the meaning described in the Declaration and more particularly refer to the 12 garage structures on the Property. When used in reference to a Unit or Unit Owner shall more particularly refer to that portion of the shared garage structure which is assigned to a particular Unit. The term "Garage Overhead Door" shall refer to the overhead door which secures either the 1-car or 2-car bay entrance through which vehicles are driven. The term "Man Door" shall refer to that ordinary door or doors for entry by a person as compared to the overhead doors which secure the 2-car bay entrances.

H. "Common Elements" shall have the meaning set forth in the Declaration.

I. "Property" shall have the meaning set forth in the Declaration and shall include, but not be limited to, all Buildings, all Units, all Garages, all Common Elements, and all appurtenances to said structures and elements.

J. "Lease Addendum" shall mean that particular form specifically authorized and required by the Board of Managers.

K. "Rental Information Form" shall mean that particular form specifically authorized and required by the Board of Managers.

L. "Pet Registration Form" shall mean that particular form specifically authorized and required by the Board of Managers.

M. "Vehicle Registration Form" shall mean that particular form specifically authorized and required by the Board of Managers.

N. "Landscape Change Form" shall mean that particular form specifically authorized and required by the Board of Managers.

O. "Unit Owner" shall mean the person who owns title to the Unit by a deed.

P. "Special Assessment" shall mean that Common Charge which may be assessed by the Board of Managers from time to time in connection with the maintenance and operation of the Property which is in addition to the monthly Common Charge.