

LAKE BREEZE CONDOMINIUM HOUSE RULES

The following rules and regulations have been approved and enacted by the Board of Managers of the Lake Breeze Condominium so that the residents of this community can enjoy their homes and the lifestyle which a condominium affords.

1. Insurance

The Condominium master insurance policy covers only property losses for the structure of the condominium. Therefore, Unit Owners are required to maintain a separate policy for the contents of their condominium and to provide liability coverage for the inside of their unit. The Association is not responsible for this type of coverage. Carrying an HOA (Homeowner's Association, or H06) insurance policy, is required by the Real Property Law that governs NYS condominiums. Homeowners may be asked at any time for proof of their HOA insurance.

2. Obstructing or Encumbering Common Areas

- a. The sidewalks, entrances, driveways, hallways, and any other common elements of the condominium must not be obstructed or encumbered or used for any purpose other than ingress and egress from the premises.
- b. No strollers, sleds, grills, or other obstructing objects shall be allowed to stand on the sidewalks, entrances, driveways, hallways, or other common areas of the condominium. There is a designated space for bicycles located at the main west entry common area.
- c. Vehicles shall not be unattended in front of the main door. This area is for loading and unloading only. Unattended vehicles will be towed at the owner's expense.

3. Noise and Disturbances

- a. Quiet Hours - No unit owner shall make or permit any disturbing noises in the condominium Unit by family, employees, agents, or visitors. No Unit Owner shall play or permit to be played upon, any musical instrument or operate or permit to be operated any sound producing systems (e.g., TV, stereo, radio, etc.), in any unit or common area from 11 p.m. to 7 a.m., if the same shall disturb or annoy other occupants of the building.

4. Pets

- a. Dogs are prohibited from the Lake Breeze Condominium and its common areas.
- b. **Visiting Dogs** are allowed subject to the following rules:
 1. Dogs evident of aggressive behavior are prohibited.
 2. Dogs shall be kept leashed and under control of a responsible person whenever they are outside of the Unit and shall not be allowed to run free or be unleashed at any time in either the interior or exterior common areas.
 3. Persons walking the visiting dog must immediately pick up after the dog and dispose of the droppings appropriately.
 4. The length of stay of a visiting dog shall be limited to two weeks. Stays of more than two weeks are permitted only with prior approval of the Board. Visiting dogs must be registered via an approved Visiting Dog variance request for overnight or longer stays.
 5. The Board can require the immediate removal of a dog that exhibits an aggressive behavior or causes a nuisance. A failure to comply with the Board's request is a violation of this visiting dog policy.

6. Each instance of violation of any of these rules may subject the Unit Owner to a fine of \$50 and a fine of \$50/day may be assessed by the Board for each day the violation continues. Unpaid fines shall be added to the common charges for the Unit.
 7. The Unit Owner agrees to be responsible for any damage to person or property caused by the visiting dog and shall be responsible to indemnify, defend and hold harmless the Association, its Board of Managers, and other Unit Owners against loss, damages, claims or liability of any kind arising from or growing out of any act of a dog hosted by the Unit.
- c. No pets other than fish, caged birds or cats (which do not cause a nuisance, health hazard or unsanitary conditions) shall be permitted. No more than two caged birds or two cats per unit. Pets are not to disturb other residents and will be confined to the owner's unit and not allowed to traverse common areas.
5. Trash, Garbage, and Recyclables
- a. Trash gondolas are in place at the northwest and northeast corners of the property. Trash should be carefully placed inside the dumpster to keep the areas around it clean. Dumpster doors must be kept closed so rodents and other pests will not have easy access. Recyclables should be placed in the appropriate recycling bin.
 - b. Do not place trash on the ground area next to the dumpster. If the dumpster is full, please deposit trash in another dumpster or wait for the next day. The disposal company will not remove trash left beside the gondolas, i.e., appliances, large boxes, any furniture, etc. Any large items that do not fit in the dumpster require homeowners to prearrange pick-up by contacting the disposal company.
 - c. Trash will not be left anywhere in the common areas. Should a homeowner leave trash or refuse in the common area, it will be removed by the management company, and the cost of this removal will be assessed against the homeowner.
6. Gardening and Landscaping
- a. Residents may plant flowers in existing flowerbeds.
 - b. Other plantings may be made with prior written approval via a variance request from the Board of Managers.
7. Building Appearance and Structure
- a. Nothing shall be done in any unit or to the common areas which shall impair the structural integrity of the building, or which would structurally or architecturally alter any of the building except upon the prior written consent of the Board of Managers.
 - b. Nothing shall be installed or constructed on the roof or outside walls without the prior written consent of the Board of Managers via a variance request.
 - c. No awnings or other projections shall be attached to the exterior of the building or any of the common areas.
 - d. No garbage cans, supplies or other articles shall be placed in the common areas.
 - e. Nothing may be hung from the windows other than window treatments. Nothing may be placed on the outside windowsills or in open windows.
 - f. Furniture or items you no longer desire cannot be placed or stored in hallways or common areas. If you are looking to donate a piece to the condominium, please call the Management Company so that the piece can be assessed.

8. Moving Furniture

- a. Please refrain from utilizing the front staircase in the main entrance to move furniture.
- b. Both ends of the building have staircases better suited for moving large objects.

9. Air-Conditioners

- a. Air-conditioning and heat pump line sets are built into each unit for installation of either heat pumps and/or air-conditioners. HVAC systems and these line sets are the responsibility of individual Unit Owners. Homeowners are required to properly maintain their heat pumps and repair and replace as needed. If your contractor needs to get onto the roof, please notify the Management Company of when your appointment is, and the roof door will be unlocked.
- b. All units are equipped with a designated space for their heat pumps and air-conditioners. This is the only authorized type of cooling unit. No window or wall-mounted air-conditioners may be installed in a unit.

10. Flammables

- a. For safety and insurance purposes, only electric fireplaces are allowed. The architectural fireplaces in units # 17 and # 6 are for aesthetics only and are prohibited from burning materials.
- b. No unit owner or any of his or her agents shall at any time bring into or keep in their unit, storage area or any common area, any flammable, combustible or explosive fluid, material, chemical or substance.
- c. No unattended flames or heat sources are allowed.
- d. Homeowners are required to keep an active fire extinguisher in their unit.

11. Smoking

In accordance with the Condominium By-Laws, smoking is prohibited in all common areas of the building. Common areas include hallways, storage units, shared space in the basement, lawns and gardens, driveway, sidewalks and other common building facilities. For fire safety and to provide a healthier environment for residents and guests there is no smoking 20 feet from the building. This keeps entry ways smoke free, allows homeowners to open their windows without smoke coming in and keeps flammable sources away from the building. Smoking includes the inhaling, exhaling, breathing, carrying or possession of any lighted cigarette, cigar, pipe or other product or other similar lighted product as well as vaping.

12. Cable Television

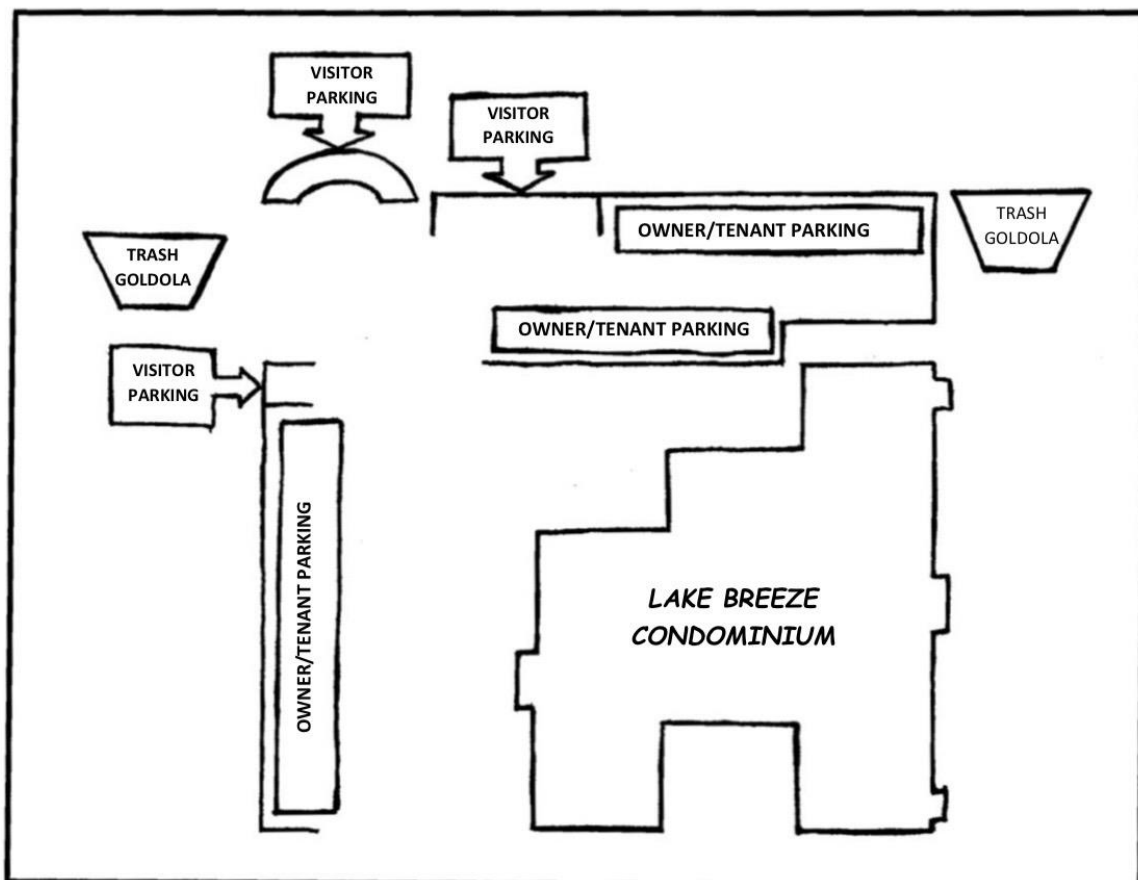
Cable television outlets have been installed in all of the units. The Unit Owner is responsible for hook-up, maintenance, repair and cable TV charges if he or she chooses to subscribe to this type of service. The Condominium has no responsibility for the cable TV hook-up, disconnecting, wiring or maintenance/repair in any unit.

13. Recreation Room

- a. Only Unit Owners or their tenants may reserve the basement recreation room.
- b. The room must be reserved at least one week in advance via a variance request.
- c. The homeowner will be charged a cleaning fee based on the current rates.
- d. Please instruct guests to park in visitor parking spaces. For the security of your guests and other residents, do not prop open the outside doors.
- e. As the Unit owner, you are responsible for your guests. Children under 16 years of age require adult supervision in the recreation room at all times.

14. Parking

- a. There are two parking spaces assigned to each of the thirty-three units at Lake Breeze Condominium. Each unit's parking spaces are marked with the unit number. The remaining seventeen spaces are for visitors and are clearly labeled as such (see diagram below).
- b. Owners, their visitors and any vendors, must not park in another unit's assigned parking spaces without the owner's permission. Your guests or vendors must park in either your parking spaces or in the designated visitor's parking area. The only exception would be temporary movement for snow removal in the winter months to allow the plows to remove snow from parking spaces. Homeowners must move their vehicles back to their designated space once the snow has been removed.
- c. Parking of oversized vehicles, commercial vehicles, trailers, mobile homes or boats is strictly prohibited without written consent from the Board of Managers via a variance request.
- d. All vehicles in the parking lot must have a current license plate and registration and must be operable at all times. Vehicles that are not operable or in compliance with NYS law are subject to towing at the owner's expense.
- e. Long-term storage of any vehicle is prohibited. Extended absences may be approved with a variance request.
- f. Units have assigned parking spaces that were established during the initial offering of the condominium. The Board must approve any request for a change in writing. If a change is desired, it is the responsibility of the Unit Owner to obtain the written approval of each affected owner.



15. Vehicle Maintenance

- a. Maintenance of a vehicle, which takes longer than 24 continuous hours or disturbs other residents, is strictly prohibited.
- b. Unit Owners are responsible for the costs of any cleanup or repair to parking areas or driveways needed due to damage (such as damage due to dripping or leaking fluids), guests or vendors.
- c. All vehicles must be properly muffled in compliance with state and local ordinances.

16. Vehicle Operating Restrictions

- a. No unlicensed operator shall operate a motor vehicle on the property.
- b. Unlicensed motor vehicles (except authorized maintenance vehicles) are not to be operated anywhere on the property in the common areas (including roads) at any time.
- c. Speeding and careless driving on the property will not be tolerated.
- d. Motor Vehicles may only be operated in the parking lot and roadway. Except for authorized maintenance vehicles, no motor vehicles may go onto sidewalks, lawns, etc. Individual Unit Owners may authorize delivery trucks, moving vans, etc. to drive on the sidewalks, lawns, etc., but are responsible for any damage that may occur as a result.
- e. No snowmobiles, all-terrain vehicles, or other recreational vehicles shall be operated on any portion of condominium property at any time.

17. Off Property

- a. If you are going to be away from the unit for more than a couple days, please be sure that you have someone local that has a key, that is checking on your unit occasionally for you.
- b. Vehicles should not be left unattended. Please call the Management Company for proper procedure.

18. Maintenance

- a. Unit Owners are financially responsible for any damages to common areas or other units caused by themselves, their family or guests.
- b. If you experience a problem on the exterior of your unit (with the exception of doors, windows, screens, and hardware), or any maintenance problem in common areas of the condominium or property, must contact the Management Company promptly. Unit Owners are responsible for maintenance within their units and are responsible for costs associated with any delay in reporting matters to the management company.
- c. If a repair or maintenance need, which impacts on the common areas or any other unit, originates within a unit, the Unit Owner is responsible for the maintenance or repair. Written notice will be furnished to the Unit Owner by the Management Company (verbal notice in an emergency). If the Unit Owner fails to make the repair or do the maintenance within 10 days (or promptly in an emergency), the Board will be obligated to contract for the repair or maintenance. All costs incurred will be charged to the Unit Owner.

19. Unit Access

- a. In accordance with the Lake Breeze Condominium By-Laws, the Board or the Managing Agent shall retain a pass-key to each Unit. If the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws or Declaration, and the Unit Owner has not furnished a key to the Board or the Managing Agent, then the Board or the Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Board or an officer of the Managing Agent) may forcibly enter such Unit without liability for

damages or trespass by reason thereof (provided that during such entry reasonable care is given to the Unit Owner's property).

- b. The agents of the Board or the Managing Agent, and any contractor or worker authorized by the Board or the Managing Agent and accompanied by an agent of the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes

20. Compliance

- a. Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents, including the Rules and Regulations, as amended from time to time. Failure to comply with any of the terms listed shall be grounds for relief which may include, without intending to limit the same, fines, legal actions to recover sums due for damage, injunction relief, foreclosure of lien, or any combination thereof.
- b. Each resident must share the financial cost for the care and maintenance of the Condominium, which includes both regular monthly fees and any special assessments. These accounts must be kept current to continue to properly operate the condominium.
- c. After written notice to a Unit Owner in violation of any of these rules and regulations, an additional assessment may be made against the offending Unit in the amount of up to \$100.00 for the first offense, up to \$300.00 for the second offense, and up to \$500.00 for the third offense. This additional assessment shall be added to the regular monthly assessment for the Unit. If the additional assessment remains unpaid for more than ten (10) days, the Board may, at its option, commence suit to recover the additional assessment or file a lien against the unit for the same. Payments of regular monthly assessments shall first be applied to collection expenses, such additional assessments and then to the regular monthly assessments. If any legal action is commenced to recover such additional assessments, the Unit Owner shall be responsible for all costs incurred by the Board, including attorney's fees.

21. Variances

- a. Anything that could potentially alter the structure of the building, requires an approved variance, and possibly a structural engineer/architect.
- b. Any plumbing and/or electrical work, must be done with an approved variance, and by a licensed and insured contractor.
- c. If you don't know if your project requires a variance, please call into the Management Company.
- d. Nothing may be secured to the exterior of your unit without prior authorization, via an approved variance.
- e. Doorbell Cameras or any other recording device requires an approved variance and signed permission from any neighboring unit doors visible by the camera.

22. Landlord Responsibilities

- a. As of the August 23rd, 2023 Annual Meeting, leasing of a unit at Lake Breeze is prohibited.

23. Nothing shall be done or kept in any Unit which would increase the rate of insurance of the building or contents thereof. No Unit Owner shall permit anything to be done or kept in his or her Unit which will result in the cancellation of insurance on the building or which would be in violation of any law.

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

LAKE BREEZE CONDOMINIUM
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