



# Condominium – 30

**Rules, Regulations**

**and**

**General Information**

## WELCOME TO CONDO LIVING

Before purchasing a condo, many of us lived in homes or apartments. When something went wrong, we fixed it ourselves, or called a repairman, or the superintendent.

We moved into a condo where everything would be done for us. While condo living frees us from many cares, it also requires some conformity for the good of the whole community.

This document is a replacement for the set of Rules and Regulations in your Condo 30 binder, and incorporates changes and amendments made since 2012. The Board of Managers of Managers suggests you keep this information for reference, and pass it along, with the original offering plan documents, to the new owner if you sell your unit. (If you rent your unit, we suggest providing it to your tenant.)

You will receive notice of any future amendments, which you can cross reference with earlier rules, and file in the binder. The master document, which is accessible on the Condo 30 page of the Heritage Hills website, will be updated regularly.

All owners, mortgagees, lessees and occupants of units, and their visitors who may use the facilities of the property are subject to the Rules and Regulations set forth here.

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### Terminology

Common Elements are those areas shared by the entire condo: roads, parking lots, all building exteriors, plantings and lawns.

Limited Common Elements (garages, attics, crawl spaces) must retain elements of conformity (colors, materials, etc.) to the overall Condo 30 style.

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## CONDO 30 RULES and REGULATIONS

### Part I

When Condo 30 was built (2004-5), the sponsor specified certain Rules and Regulations in the Offering Plan. The following set of Rules and Regulations supersedes the original set because it incorporates changes and amendments made since that time.

1. No part of the property shall be used for other than housing and the purposes for which the property was designed. Each unit shall be used as a residence for a single family.

## Rules and Regulations

2. There shall be no obstruction of the Common Elements/Limited Common Elements, nor shall anything be stored in these areas without the prior consent of the Board of Managers of Managers, except as hereinafter expressly provided.
3. There is to be "No Swimming and No Skating" in/on Condo 30s retention ponds.
4. Nothing shall be kept in any unit or Common/Limited Common areas that will increase the rates of insurance of any of the buildings or contents thereof, applicable for residential use, without the prior written consent of the Board of Managers.

No unit owner shall permit anything to be done or kept in the unit, or in Common/Limited Common areas that will result in the cancellation of insurance on any of the buildings or contents thereof or which would be in violation of any law. No waste shall be permitted in the Common/Limited Common areas.

5. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside wall doors of a building. No sign, awning, canopy, shutter or radio or television/satellite antenna shall be affixed to or placed upon the exterior walls, doors, roof, or any part thereof, or exposed on/ in any window, without the prior consent of the Board of Managers, or except as specifically authorized in other sections of these Rules and Regulations.
6. No noxious or offensive activity shall be carried on in any unit, or in the Common/Limited Common Elements, nor shall anything be done therein either willfully or negligently, that may be an annoyance or nuisance to other unit owners or occupants. Unit owners shall not make or permit any disturbing noise in the buildings, by themselves, family members, employees, agents, visitors or licensees, nor do or permit anything that interferes with the rights, comforts and convenience of other unit owners. For example, playing a musical instrument, television, radio or other electronic devices at a volume high enough to cause unreasonable disturbance to other owners or residents.

There is to be no use of leaf blowers, leaf vacuums or weed whackers by unit owners or residents. Those devices are to be used only by property maintenance crews during normal business hours.

7. No clothes, sheets, blankets, laundry or other articles shall be hung out of a unit or exposed on any part of the Common/Limited Common Elements.
8. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the property except as specifically authorized by the Declaration or Bylaws.

## Rules and Regulations

No sign or other window display or advertising may be maintained or permitted on any part of the property or unit. No unit shall be used or rented for transient, hotel or motel purposes.

9. No garbage cans shall be placed in or about the Common/Limited Common Elements (except areas specifically designated for that purpose). No rugs or mops shall be hung from or on any of the windows, doors, decks, patios or terraces.
10. Rules of behavior for the swimming pools and other recreation areas will be promulgated by the Heritage Hills Society and all unit owners and residents, their families and guests must abide by such rules.
11. Security may retain a passkey to all premises and will escort the Board of Managers or its designated manager into a unit in emergency situations only.
12. Unit owners shall not paint, stain or otherwise change the color of any exterior portion of any building.
13. Each unit owner shall keep his or her unit, and any deck or patio that is a Limited Common Element of such unit, in a good state of preservation and cleanliness.
14. The replacement of any foundation plantings are the responsibility of the unit owner and the Board of Managers may direct the unit owner to replace such foundation plantings at the unit owner's expense where such plantings have died.

Ornamental trees (plums, dogwoods, weeping cherries, etc.) located on front lawns, side lawns or back lawns of the unit that are dead or diseased will not be replaced after removal. The unit owner may replace the tree at their own expense after filing a variance for approval by the Board of Managers, which specifies the type and height of tree to be planted.

15. The maintenance of deck surfaces and railings are the responsibility of the unit owners. No deck or patio shall be covered by an awning or otherwise enclosed without the prior written consent of the Board of Managers.
16. Bird feeders are permitted so long as the unit owner obtains a variance from the Board of Managers. Variances for bird feeders can be rescinded if the feeders cause a nuisance to neighboring units.
17. Satellite dishes may be installed on the units so long as the unit owner obtains a variance from the Board of Managers.

## Rules and Regulations

18. Animal dropping bags that are used to collect animal waste from the walking of dogs are not to be placed loosely in the garbage cans, but are to be placed inside large plastic garbage bags that are used for the regular disposal of garbage.
19. Unit owners who rent their units will be charged an annual rental fee of \$1,000.00, effective April 1, 2021. The owner must file the lease with the condo before s/he signs it, and include the required lease addendum, listing the names of all tenants and their family members who will occupy the unit.
20. A late fee of \$25.00 can be imposed by the Managing Agent for any common charges due after 30 days have expired from the due date. An additional \$50.00 late fee will be imposed for each 30-day period the charges are unpaid thereafter.
21. All unit owners are permitted to address the Board of Managers at the monthly meeting, but only at the beginning of the meeting and under any conditions set by the Board of Managers, including, but not limited to, a time limitation. Contact the Managing agent at least a week prior to the meeting, indicatating the subject of your visit.
22. Drones may only be used for commercial purposes or by law enforcement agencies, according to Federal and State law. Commercial use of drones by or for the benefit of a unit owner shall be permitted with the prior consent of the Board of Managers, after a written request has been submitted by the owner.

(June 2021)

**CONDO 30 RULES and REGULATIONS**  
**Part II**

**I. Use of Units**

- A. "For Sale," "For Rent," "For Lease" or "Open House" signs or other window displays or advertising are not permitted, including "For Sale" signs on automobiles or vehicles.
- B. Unit owners are required to maintain the interiors of their units, as well as the condition of decks, patios or porches, at their own expense. Outdoor furniture and barbeque grills (propane, gas or electric) are limited to decks and patios. Grills must be used at least 10 feet from the building. No chimeneas, firepits or charcoal grills are permitted at any time.

**II. Common Elements and Limited Common Elements**

- A. No unit owner shall take any action that could result in an increase in the rate of insurance or the cancellation of the condo's insurance.
- B. Front of Units
  - 1. Two hanging plants and the American flag may be displayed in front of the unit. Brackets are to be attached to wood trim, not directly to the siding. Nothing other than hanging plants or flag may be attached to the outside of a unit without the permission of the Board of Managers.
  - 2. One bench may be placed on the front porch or entryway as long as it does not impede safe entry into the front door. Potted plants may be placed on the front porch, in an entryway, or on steps, provided they do not impede safe transit through the area.
  - 3. Wreaths may be placed on front doors during the holiday season, with the understanding that all doors are the responsibility of unit owners. Installation of year-end holiday lights on small trees and individual bushes is permitted, beginning November 20, and must be removed by January 16. For safety and insurance purposes, ladders may not be used for installing lights or other decorations on trees. Light strings and connecting wires must be rated for outdoor use.
  - 4. Common/Limited Common areas shall be kept free and clear of rubbish, debris and other unsightly materials.
  - 5. All trash shall be placed in cans provided in cluster bins in securely tied plastic bags. No other garbage or trash cans are allowed in the Common/Limited Common areas. Residents shall follow all local recycling and carting company rules (See Appendix A for details.)

**III. Vehicles and Parking**

- A. Cars should be parked overnight in garages or in designated parking areas, not on the street. Condo 30 prohibits parking on "C" roads ( without yellow lines) at all times.
- B. Unit owners may park personal cars or SUVs, but may not park commercial vans, trucks or other commercial vehicles, trailers, boats, campers and motor homes overnight. The

## Rules and Regulations

Board of Managers may in reasonable cases allow parking of certain other vehicles required by residents with disabilities.

- C. No parking is permitted in front of fire hydrants or mail box stations.
- D. Improperly parked vehicles may be towed at the owner's expense.
- E. Owners should keep current information about their automobiles (Make/Model/Plate number) on file with the Management Office. This could avoid the need to tow your automobile in the event of an emergency.
- F. In the event of snow, keep driveways empty to facilitate plowing.

### IV. Pets

- A. The only pets allowed are dogs, cats, caged birds and others approved by the board of managers. Breeding animals for commercial purposes is not permitted.
- B. Dog owners are required to abide by the Somers Town Dog Ordinance, which requires that all dogs must be on a leash or under strict voice command outdoors. Owners must pick up their droppings or face a possible summons to appear in Town Court.
- C. Pets causing or creating a nuisance or unreasonable disturbances are subject to removal by the Town Dog Warden subject to three days written notice from the Board.
- D. The dog warden recommends that an infraction of a dog rule be reported to the managing agent, who will issue a warning to the pet owner. If there is a further complaint, the complainant will file a formal complaint with the Town Clerk for referral to the Town Justice Court.

NOTE: the above rules apply to pets of owners and renters, as well as their guests.

### V. Landscape

- A. Cultivation of annuals and perennials in existing planting beds, around trees and shrubs and adjacent to foundations is permitted and encouraged, at the owners' expense and risk.
- B. Watering of newly seeded lawn and after lawn treatments is encouraged. Installing a sprinkler system is permitted, after proper variance approval by the Board.
- C. Hoses are to be stored neatly; not left on lawns.
- D. Alterations of outdoor major plantings or landscaping, including new planting beds or expansion of existing ones, require a variance from the Board of Managers.
- E. Vegetable gardens are not permitted. Statues, artificial flowers or plants, and lawn ornaments are not permitted without approval by the Board of Managers and placed at owners' expense and risk.

### VI. Required Winterizing

- A. Long absences
  - 1. Any resident leaving his/her condo unit for 30 days or more between November 1<sup>st</sup> and April 15<sup>th</sup> must have the unit winterized by an authorized plumber. A copy of the receipt or document of proof must be given to the managing agent to be placed on file in the Heritage Hills Management Services office.

## Rules and Regulations

2. If the condo owner fails to comply with this regulation, Condo 30 will not be responsible for any water damage that occurs during the owner absence. Condo 30 would not be responsible for the \$2,500 deductible on the Condo 30 insurance.
  3. Provide a designated person with access to you unit. Call Heritage Management Services or your plumber before you return to ensure your unit will be returned to normal. There is a fee for this service.
- B. Short Absences (less than a week)**
1. When outside temperatures are freezing, open all cabinet doors in the kitchen and bathrooms under the sinks.
  2. Maintain the heat at a minimum of 55 degrees.
- C. Owners remaining in Condo 30**
1. Disconnect outside hoses in the Fall and drain them to prevent freezing.
  2. Close the shut-off valve inside the unit for exterior faucets. **(Details in Owner Maintenance section)**

### **VII. Required Owner maintenance**

- A.** Chimneys should be inspected periodically. It is the owner's responsibility to have the chimney cleaned if needed. If the owner fails to do so, the Condo will have it cleaned and bill the owner.
- B.** Clothes Dryer vents must be inspected (every two years?), at the Condo's cost. If vent cleaning is needed, the owner is responsible for the cost.
- C.** Water heaters must be properly maintained and replaced as necessary.**(details in Owner Maintenance section)**
- D.** A Smoke alarm should be installed in the garage and tested periodically. Check smoke alarms in the unit every six months for proper operation.

### **VIII. Need for Variances**

- A.** In condominium practice, a variance applies to a change in the use of common elements or limited common elements, which are under the jurisdiction of the Board of Managers for the benefit of all unit owners.
- B.** Variances may involve a request by an owner to make changes to the exterior of a unit (e.g. adding awning, railings, steps, satellite dishes); to appropriate common elements or limited common elements to make improvements for the unit owner's exclusive use (e.g., deck or patio enlargement); or to make improvements that may be enjoyed by all residents (e.g., enlargement of planted areas or adding planted materials).
- C.** Certain variances require an element of conformity to the immediate surroundings or the condominium as a whole. (e.g., colors for storm doors, awnings).
- D.** In some cases, municipal approval or a building permit may first be required.
- E.** All costs related to approved variances are the responsibility of the unit owners.

## Rules and Regulations

### **IX. Variance Procedures**

- A.** Residents seeking a variance must submit a request to the Board's Variance Chairperson or mail it to the management company. **(Details and forms in Variances section; additional Variance forms are available from your cluster captain.)**
- B.** The Variance Chairperson reviews the request and either approves it, or submits it to the Board of Managers for approval / disapproval.
- C.** If the variance is approved and a town permit is required, it must be submitted, as well as a Certificate of Occupancy.
- D.** The unit owner must submit proof that the services of a licensed, insured contractor have been secured.
- E.** If a resident does not follow the variance procedure, the Board of Managers has the authority to remove whatever has been installed, at the owner's expense.
- F.** Generator installation is allowed, subject to the variance procedure.

### **X. Enforcement of Rules and Regulations by the Board of Managers**

- A.** Violation procedures
  - 1. If a violation exists, a Board Member or its agent will make personal contact with the unit owner.
  - 2. If the matter is not resolved, the Board or its agent will send a letter to the alleged violator requesting adherence to the Rule and Regulations and advising that a fine of \$50 per day may be assessed by the Board and billed until the violation is corrected. The Board may also seek the advice of legal counsel and resulting legal expenses are the responsibility of the violator.
  - 3. In the case of a Building Code violation, the Town Building Inspector will be notified.
- B.** Enforcement
  - 1. If a violation is not corrected, the Board or its agent will take such action as deemed appropriate.
  - 2. If any unit owner or occupant of any unit violates the Bylaws or Rules and Regulation of the condominium, the Board may charge and assess the actual cost of remedying the breach (which is not reimbursed by insurance held by the Board) against the unit. The unit owner will be billed the amount of the cost incurred. The Board has the same rights and remedies with respect to recouping the expenditures as it has with respect to collecting common charges.
- C.** Any consent or approval given under these Rules and Regulations may be added to or repealed at any time by resolution of the Board of Managers. Right is specifically reserved to the Board to rescind, change or amend the foregoing Rules and Regulations from time to time as the Board may deem necessary.

**Heritage Hills of Westchester – Condominium 30  
Somers, NY**

March 2, 2022

Dear Unit Owner:

As you know, Condominium 30 is an interdependent community, where each Unit Owner's property is enveloped by 'common' property and 'common' elements that are shared.

The Board of Managers oversees the maintenance and repair of all common property, including landscaping of 42 acres, maintaining roads, roofs, external painting, wood repair and plumbing not internal to units.

Based on our condominium By-Laws, owners' responsibilities for their property are specified in Condominium 30 Rules and Regulations. The Board of Managers distributed updated versions of the rules in 2021, containing specific guidance for maintenance and repair of water heaters, pressure relief valve/expansion tank, pressure regulating valve (PRV), appliances, in-unit plumbing, heating and air conditioning, fireplaces, etc. Monitoring the condition of all elements under your control is essential. It prevents costly damage to your unit, and can prevent damage to other owners' property, as well as common property.

At a recent meeting, while reviewing the Condominium's insurance coverage for damage, the Board of Managers determined that the By-Laws pertaining to property damage should be further clarified.

The attached resolution refers to Owner vs. Condominium responsibility for damages. This information will be added to our condo rules. It's a firm reminder that our individual financial investment is tied to every owner's responsibility to maintain their own unit and by extension, to protect shared elements.

Respectfully submitted,

Heritage Hills of Westchester – Condominium 30  
Board of Managers

## LEGAL STATEMENT REGARDING WATER LEAKS AND OTHER DAMAGE

### Heritage Hills of Westchester Condominium 30

At a special meeting of the Board of Managers of Heritage Hills Condominium 30 held March 1, 2023, after discussion of the relevant history and review of the analysis by counsel, the following Resolution was adopted.

Whereas the By-Laws of Heritage Hills of Westchester Condominium 30 (“By-Laws”) provide in part in Section 5.6.1 that “All maintenance of and repairs to any Unit, structural or non-structural, ordinary or extraordinary...shall be the Unit Owner’s responsibility” and it has been the policy of the Board of Managers to comply with said provision, and to apply it when leaks or other damage has occurred in Units, and

Whereas the By-Laws also provide, in part in Section 5.1 and 5.1.1 that the Board of Managers shall maintain fire insurance with extended coverage and that the Board is to arrange for repair and restoration in the event of damage to or destruction of the Buildings as a result of fire or other casualty and, further, that the restoration shall include the Units, but exclude items beyond those originally provided by Sponsor, and

Whereas there appears to be uncertainty as to the interaction between Sections 5.6.1 and 5.1.1 with respect to the term “casualty” and as to the responsibility of the Board of Managers versus the responsibility of a Unit Owner in the event a leak or other damage occurs to a unit, and

Whereas certain conflicting interpretations have been expressed to the Board of Managers regarding the application of Section 5.1.1 in instances where leaks or other damage caused by pipes, fixtures, appliances, etc., that are located within a Unit and that are under control of the Unit Owner, and

Whereas the Board of Managers wishes to resolve any conflicting interpretations, and to clarify its position regarding any such occurrences in the form of a new Rule to be added and included in the Rules and Regulations of Condominium 30.

Now, therefore, it is Resolved that

1. By-Law 5.1.1 shall apply to, and the Condominium is responsible for, unforeseeable damage that originates outside the damaged Unit and includes but shall not be limited to fire, flood and windstorm, to the extent of available insurance coverage, and is not due to the act or omission of the Unit Owner, whether intentional or negligent.
2. By-Law 5.6.1 shall apply to, and the Unit Owner is responsible for, any leak or other damage that originates inside the Unit and is caused by or arises from a pipe, plumbing fixture, heating or air conditioning equipment, appliance, or other device or element of the Unit that is within the control, maintenance and self-inspection responsibility of the Unit owner. It is the Unit Owner’s responsibility to repair and remediate any damage and this shall include the actual repair of the pipe, fixture, equipment, appliance or device and the repair and replacement of any portion of the unit as well as other units and/or common elements which shall have been damaged.
3. The above items 1 and 2 shall be included in the Rules of Regulations of the Condominium.



October 1, 2025

Dear Unit Owners:

Please see attached a resolution signed by all board members to modify our Condo 30 Rules and Regulations, providing more specific enforcement remedies if our By-Laws regarding unit rental limitations and required approvals are violated.

Kindly retain a copy in your condo file.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karen Jahn".

Karen Jahn, Property Manager

On Behalf of Heritage Hills of Westchester – Condo 30 Board of Managers

Heritage Management Services LLC  
346 Route 202  
Somers, NY 10589  
(914) 276 - 2509

**WRITTEN CONSENT TO ACTION  
IN LIEU OF SPECIAL MEETING  
OF  
THE BOARD OF MANAGERS  
OF  
HERITAGE HILLS OF WESTCHESTER CONDOMINIUM 30**

All of the members of the Board of Managers of Heritage Hills of Westchester Condominium 30, (the "Condominium"), by written consent to action in lieu of a special meeting of the Board of Managers, do hereby adopt the following resolutions as of September \_\_\_\_, 2025

**WHEREAS**, Article 8.4 of the Condominium's By-Laws, as amended, provides for certain leasing restrictions including that, "no Unit may be leased without the prior written consent of the Board of Managers," that "no Unit may be leased for the first year after its purchase" and that "no Unit may be leased if the resulting number of leased units with the Condominium would exceed five (5)," and

**WHEREAS**, the Condominium's Board of Managers is desirous of adopting rules aimed at enforcing the aforesaid leasing restrictions in furtherance of the goal of increasing the number of owner-occupants; and

**NOW THEREFORE, BE IT RESOLVED THAT**, without any limitation to any of the Condominium's rights under the By-Laws and Declaration of Condominium, as amended, the following new rules and regulations are hereby adopted effective immediately:

1. In addition to the rights and remedies for unauthorized renting and/or violations of the rental restrictions set forth in the By-Laws, as amended, a Unit Owner's violation of any of such provisions shall also give the Board of Managers the right to impose fines as follows:
  - (a) A fine of \$1,000.00 shall be imposed if the unauthorized renting is not cured to the Board of Managers' sole satisfaction within thirty (30) days of the date of the notification to Unit Owner of the unauthorized rental.
  - (b) Thereafter a monthly fine of \$1,00.00 will be assessed against the Unit in the same manner as unpaid common charges are assessed pursuant to the By-Laws and Declaration of Condominium until such time as the unauthorized renting is cured to the Board of Managers' sole satisfaction.
  - (c) All costs and expenses, including reasonable attorney's fees, will be the responsibility of the offending Unit Owner and will be collectable in the same manner as unpaid common charges are under the By-Laws.
  - (d) any such fines and fees may be imposed as set forth above in addition to and without prejudice to the Board of Managers' rights and remedies for such unauthorized renting set forth in the By-Laws, as amended.

- (e) Any occupancy in violation of the By-Laws, as amended, hereof shall be voidable at the sole election of the Board of Managers, and, if the Board of Managers shall so elect, the defaulting Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject or evict the purported occupants in the name of said Unit Owner as the owner or landlord.

**WITNESS** the execution hereof by all the members of the Board of Managers of the Condominium as of the date set forth above.

Vincent Grippo

Warren Jute

Joe Smith

Gloria Anderson

Martha Kahan

Patricia Hede

Carle Vartuli

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