

LAKESIDE AT BEDFORD CONDOMINIUM
RULES AND REGULATIONS
Updated and Amended April 2024

General Rules

- The Units will be used for residences only.
- Unit Owners will not use or permit the use of the premises in any manner that would be disturbing or a nuisance to other Owners, or in such a way as to injure the reputation of the Condominium.
- No immoral, improper, offensive, or unlawful use will be made of the Condominium property. All valid laws, zoning ordinances, and regulations of governmental bodies having jurisdiction will be observed.
- The Common Elements will not be obstructed, defaced, littered, or misused in any way.
- Each Unit Owner will be liable for any and all damage to Common Elements caused by that Unit Owner, his guest or tenant.
- Nothing will be done or kept in any Unit or the Common Elements that will increase the insurance rate, or that will result in the cancellation of insurance, on any of the Buildings or their contents without the prior written consent of the Board of Managers.
- All electrical equipment installed or used in a Unit must fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction. Each Unit Owner will be liable for any damage caused by electrical equipment in his Unit.
- Each Unit Owner will keep his Unit in a good state of repair and cleanliness. If any Owner fails to keep his Unit in such condition, the Board of Managers may, at the sole expense of such Owner, enter his Unit and perform such acts as are necessary to cure the condition.
- Residents must be available, upon notice, to permit access to workmen or contractors authorized by the Board of Managers to inspect for and to take measures necessary to control or exterminate vermin, insects, or other pests.
- Every Unit Owner should install and maintain a UL approved fire extinguisher in the Unit.

Alterations, Additions & Attachments

- Nothing will be done in any Unit or in, or to any Common Element, that will impair the structural integrity of any building or that will structurally change any building.
- Owners will make no additions, alterations, or improvements to any Common Element, without prior written approval from the Board of Managers. This includes the painting or alteration of decks, patios, entrances, doors, windows, and roofs.
- Any Owner wishing to make alterations to a Unit interior, in particular but not limited to, the finishing of unfinished basements and lofts, must notify the Board in writing at least two weeks prior to the start of work.
- Any Contractor providing paid services of any kind to the Common Elements, Limited Common Elements or Unit interiors must be properly licensed and insured, and proof of same must be filed with the Managing Agent prior to the start of work.
- Each Unit Owner will be liable for any present or future damage caused by additions, alterations or improvements made by that Owner or Owner's agent. Board approval for alterations does not relieve the Unit Owner of responsibility for damages.

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Anti-Backflow Valves

Anti-backflow valves are required by the Town of Bedford on exterior hose bibs, in order to prevent the siphoning of waste into the domestic water supply should a vacuum develop in the system. For safety reasons, it is critical that residents not remove anti-backflow valves. If problems develop with these items, please contact the KMS for assistance.

Birdfeeders

Birdfeeders are not permitted on or in any Common or Limited Common Element, including lawns, driveways, patios, and decks. Further, bird feeders should not be attached to windows or placed where they will attract rodents.

Decks, Patios & Entrances

- Personal property will not be stored in any part of the Common Elements, including in or on Limited Common Elements such as decks, patios and entrances, except that decks, patios and entrances may be used for intended purposes.
- Items kept or left in or on Common Elements or Limited Common Elements are left at Owner's risk.
- Patios may be paved upon written approval from the Board. Patios must conform to the "Guidelines & Application for Patio Construction," available from KMS.

Garbage

- All garbage must be at curbside no earlier than 6:00pm on the night before scheduled pickup.
- All garbage must be in cans.
- If you are going away and cannot put out your garbage at the appropriate time, ask a friend or neighbor to put it out for you. In the alternative ask neighbor if you could place it in their receptacle beforehand.
- All boxes must be broken up and/or either taped or tied together so as to prevent them from blowing all over the neighborhood.
- Bring cans/recycle bins in at the end of the day following pick up.
- Clean up promptly if trash is scattered by animals.
- Please reserve the dumpster for Building A residents. Residents must not leave bulk refuse items in the dumpster enclosure. Special arrangements must be made for bulk trash pickup with the carting company at the Resident's expense.

Grills

- Charcoal grills are not permitted on or under wooden decks, or within 15 feet of any structure while the grill is in use.
- Gas grills should be kept at least 24 inches from any part of the Building while the grill is in use.
- Propane tanks are not permitted inside any part of the Units, including garages and basements.
- Owners will be held liable for any damage caused by grills, whether caused by the Owner, or by their family members, guests, or tenants.

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Fireplaces & Firewood

- Only seasoned hardwood should be burned in fireplaces. Fireplaces are not intended for heating, cooking or for burning paper or other refuse.
- Periodic chimney cleaning and inspection will be arranged for by the Board, and Owners will be billed accordingly. Residents must be available, upon notice, to permit access for cleaning and inspection. Any needed repairs are the responsibility of the Unit Owner and must be completed in a timely manner.
- Due to the danger of insect infestation, firewood must not be stored inside Units or in garages. Firewood stored on patios should be located away from exterior building walls and exterior patio partition walls. A small amount of firewood may be kept on decks, if stacked off the floor and not in contact with railings or siding.

Landscaping & Fences

- Unit Owners may add plant materials adjacent to their Unit, but plantings should be consistent with the general character of the development and Owners must maintain these plantings. No additional plants, either in the ground or in pots, are permitted in existing lawn areas.
- Owners will not remove, destroy, or damage existing plants, trees, shrubs or grass.
- Owners will not modify existing fences or construct additional fences of any kind.

Noise

- All floors, except baths and kitchens, of a Unit having a Unit below it will be covered with carpet to reduce the transmission of impact sounds.
- Carpet coverage shall mean wall to wall and will include at least 1/2" thick carpet padding beneath the carpet
- Owners are required to make changes adhering to this rule and regulation within 30 days of notice.
- During the sales process, owners are responsible to comply with this rule and must notify the purchaser if they are not in compliance. Purchasers will be responsible to bring Unit to compliance after a sale if the home is not.

Parking

- All resident vehicles must be registered with Katonah Management Services and display a parking sticker whenever parked at Lakeside at Bedford.
- Parking areas will be used solely for the parking of ordinary passenger automobiles, specifically excluding commercial vehicles, trailers, boats, horse trailers and similar oversized vehicles and recreational items. Motorcycles or scooters, which belong to an Owner, tenant or guest, may only be parked in front of the resident's car in an assigned parking space, parallel to the curb, or in a garage. Storage of motorcycles, scooters and bicycles is not allowed on decks or patios.
- There will be no parking, at any time, on Lake Marie Lane. Parking on Lake Marie Lane hinders other vehicles, particularly delivery and emergency vehicles, and creates an unsafe environment for children and pedestrians. Vehicles parked on Lake Marie Lane will be towed without notice at the Owner's expense.
- Vehicles not in regular use are not to be "stored" in unassigned parking spaces. Unregistered, uninspected, or unlicensed vehicles will be towed at the Owner's expense.

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- Residents must park their vehicles residents in assigned spaces, garages, or driveways whenever possible and have parking tags visible. Unassigned spaces are intended primarily for guests, and for the limited use of residents who have additional vehicles in regular use.
- Each home is guaranteed no more than two (2) vehicles regularly parked on the property. All vehicles must be registered with KMS and properly display valid parking stickers. Residents of homes with garages and driveways should use these as their parking facilities and not regularly park in unassigned spaces.

Pets

- A maximum of two (2) pets may be kept in a Unit inclusive of any pet deemed or considered a service pet
- No pet may exceed 50 lbs. in weight.
- Pets must be leashed and maintained under the control of their owners at all times when outside the Unit for any reason.
- No Pet may be left outside of a Unit unattended at any time for any purpose.
- All Homeowners have the responsibility to ensure that they clean up after their pets
- Pet sounds (i.e., barking, howling, meowing) of any type shall not be permitted to emanate from a Unit and shall be considered a nuisance
- Pets shall not be permitted to cause or create an unreasonable disturbance, nuisance or engage in behavior that the Board, in the exercise of its discretion, ascertains to be threatening, intimidating, frightening, or impacting in any manner the ability of resident to use or enjoy their Units or the common elements of the condominium in the manner for which they are intended
- The Board may require a pet to be removed from the Properties if the Board determines, in its sole and absolute discretion, that such pet has (i) repeatedly caused nuisances or unreasonable disturbances, or (ii) exhibited aggressive tendencies which pose a threat to the health and safety of the other Homeowners, their pets, or others.
- All owners must report incidents between owners' dogs or between a dog (s) and an Owners to KMS immediately after the incident as well as filing a police report with the Bedford Town Dog Control department at 914-666-4855. A copy of the police shall be forwarded to KMS.
- In the event the Board, in the exercise of its discretion and business judgment, determines that there is a violation of any of the above, the Board may:
 - o Impose a fine in accordance with the section Fines and Violations of the Rules and Regulations.
 - o Impose conditions on permitting any pet to remain at the Condominium including, but not limited to requiring that the pet be muzzled or harnessed at all times when present outside a unit.
 - o Compel, upon ten (10) days written notice, the permanent removal of the pet from the Condominium property.
- Should the Board, in the exercise of its discretion determine that it requires the services of legal counsel as a result of any violation of above, all attorney fees incurred by the Board shall be added to the Unit Owner's account and collectible in the same manner as common charges.

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Rental of Unit

- No Unit or portion thereof may be leased for a period of less than one (1) year, without the prior approval of the Board. No transient tenants may be accommodated in the Unit.
- The Board requires that such leasing be conditioned upon the Unit Owner paying the following fees:
 - o Leasing fee to the Condominium in the amount of \$500.00 at each change of tenancy. Unreported leasing will result in a penalty of \$1,250.00 in addition to the \$500.00 lease fee.
 - o Processing fee to Management Company of \$75.00 at each change of tenancy.
- A signed copy of the lease and associated fees must be submitted to the management company along with an Affidavit of Receipt of Rules and Regulations.
- The homeowner is responsible for ensuring the payment of monthly common charges and any other fees assessed against the unit.

Sale of Unit

- Owners are required to notify the Board, by certified or registered mail, of their intent to sell any Unit. This notice will contain the name and address of the proposed purchaser and the terms of the proposed sale. The sale of Units is subject to “right of first refusal” by the Board of Managers, and to other requirements outlined in the By-Laws (Article IX, pages 146-149). Contact Katonah Management Services, Inc. for details.
- Every deed will provide that the acceptance of the deed by the purchaser constitutes an assumption of the provisions of the Declaration, the By-Laws, and the Rules and Regulations, as may be amended from time to time.
- The Unit Owner is required to supply a copy of the Offering Plan, By-Laws, Rules and Regulations and all subsequent amendments to the prospective purchaser. A certification, signed by the purchaser and attesting to the receipt of these documents, shall be forwarded to the Board no later than two weeks prior to closing.
- “For Sale” signs are not permitted.

Satellite Dishes & Antennae

Satellite dishes less than one meter (39.37”) in diameter may be installed only on Limited Common Elements, such as rear decks or patios, only with the prior written consent of the Board of Directors. Satellite dishes may not be installed on building siding. Any aerial, antenna, or improperly installed satellite dish will be subject to removal at the Unit Owner’s expense.

Screen and Storm Doors

Screen and storm doors may be installed upon written permission of the Board. Screen and storm doors must be full glass or “self-storing,” with absolutely plain white frames and crossbars, no more than four inches (4”) in width.

Signs, Displays & Holiday Decorations

- No sign, logo or advertising material will be displayed, including “For Sale” signs, without prior written approval of the Board of Managers
- With the exception of holiday and seasonal decorations, only standard, common window dressings are to be hung or exposed in windows.

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- Holiday and/or seasonal decorations may be displayed in windows, and on patios, decks, and entrance doors. Lights may be displayed in windows only and are not to be attached to Building exteriors or any other Common Element. Decorations should be removed within two weeks after the holiday.

Snow Removal

Snow removal from streets, driveways and walkways is the responsibility of the Condominium. Do not leave cars parked at the island in front of Building A or on Lake Marie Lane during inclement weather. Please understand that snow cannot be effectively removed from driveways where cars are parked.

Speeding

A speed limit of 10 m.p.h. on Lake Marie Lane will be observed. Unit Owners will be held responsible for their family members, tenants, and guests.

Storm Drains

Please note that the storm drains located in the pavement and curbs of Lake Marie Lane empty directly into Lake Marie. The storm drains are not for the disposal of any type of household or chemical waste! Please avoid using cleaning products, solvents, insecticides, fungicides, and similar products on building exteriors or on or around Common and Limited Common Elements, and do not permit your contractors, painters, cleaning companies, etc., to empty anything into the storm drain system.

Fines and Violations

The Board of Managers may impose a fine against any Unit Owner who is in violation of any provision of the Declaration, By-laws or these Rules and Regulations. Unless otherwise provided herein, the fine schedule for any violation of these Rules and Regulations is as follows:

- First Offense - Violation Notice
- If the Violation is not corrected, and the Unit Owner has not provided management an approved plan for correction of the violation received within fifteen (15) days of the issuance of the first violation or there is a Second Offense- \$50.00 fine.
- If the Violation is not corrected within an additional thirty (30) days of the date of the initial violation or within that period of time an approved plan of correction has not been provided to management, or there is Third Offense – additional \$100.00 fine.
- If the Violation is not corrected within forty-five (45) days of the date of the initial violation or an approved plan of correction has not been provided to management or there is a Fourth Offense - additional \$500.00 fine
- If the Violation is not corrected within sixty (60) days of the initial violation or an approved plan of correction has not been provided to management or there is a Fifth Offense - additional \$750.00 fine.
- Each additional fifteen (15) days without compliance or each subsequent offense:
 - An additional \$100.00 fine.
 - Along with a compliance demand letter from the Condominium's attorney.
 - All legal fees will be passed along to the unit owner.