

**SCHEDULE A TO THE BY-LAWS OF FOXWOOD CONDOMINIUM I, II & III**

**Rules and Regulations as of July 13, 2023**

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## **I. Use of Units**

- A. No part of the Property shall be used for any purpose except residential housing and the related purposes for which the Property was designed. No business, trade, industry, occupation or profession, whether commercial or non-profit, shall be conducted, maintained or permitted on the Property, except to the extent permitted by law and as otherwise provided in the Declaration of Condominium and/or By-Laws.
- B. Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness.
- C. Unit Owner shall not permit dirt or any other substance to be swept or thrown from doors, windows, patios or decks. Rugs and mops shall not be shaken or hung from said areas.
- D. Draperies, blinds or curtains of appropriate color and style must be installed by each Unit Owner on all windows of his/her Unit and must be maintained in said windows at all times. No exterior shutters may be installed over any window or doorway.
- E. All radio, television, appliance or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction. The Unit Owner alone shall be liable for any damage or injury caused by any radio, television, appliance, or other electrical equipment in such Unit.

## **II. Common Elements**

- A. There shall be no painting or decorating of any Common Element, or of doors, window or air-conditioning fixtures, without the prior written approval of the Board of Managers. No public hall or any Buildings shall be decorated or furnished without the prior written approval of the Board of Managers. The only Board approved exceptions are: (1) one wreath on each unit door all year long; and (2) end of year holiday decorations on decks or patios from Thanksgiving to January 30<sup>th</sup> of each year.
- B. Nothing shall be altered, constructed or removed from the Common Elements without the prior written approval of the Board of Managers.
- C. Nothing shall be affixed, placed, hung, displayed or exposed from or on the outside of windows, exterior walls, doors, decks or roofs of Buildings. This includes, but is not limited to, Ring doorbells and/or camera bearing doorbell or security apparatus, signs, advertisements, awnings, canopies, shutters, or any type of antenna, transmitter, satellite dish, or similar device.
- D. Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials. No personal property shall be left or stored on any part of Common Elements, including but not limited to baby carriages, playpens, bicycles, wagons, toys of any kind, benches, chairs, umbrella stands, tables, footwear, skateboards, scooters, sleds, toboggans, or sporting goods of any kind.

E. There shall be no obstruction of the Common Elements, nor shall anything be placed in the Common Elements without the prior written approval of the Board of Managers, except as herein expressly provided. Except in the recreational areas designated as such by the Board of Managers, there shall be no playing or lounging on any part of the Common Elements.

F. Nothing shall be done or kept in any Unit or Common Element which will increase the rate of insurance on any of the Buildings or contents thereof, without the prior written approval of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his/her Unit or Common Elements which will result in the cancellation of insurance on any of the Buildings or contents thereof or which would be in violation of any law.

G. Smoking is not permitted in any enclosed or interior Common Element or Common Areas, other than your patio or deck.

H. No feeding of wildlife or birdfeeders are permitted on or from any Common Element. This includes, but is not limited to, patios and decks, lawns, shrubs, sidewalks and parking lots.

I. No outdoor planting shall be permitted without the prior written approval of the Board of Managers. Any added outdoor plantings become the property of the condominium.

### **III. Patios and Decks**

A. All patios and decks must be kept free of snow and ice and any other undue accumulation by the Unit Owner. No patios or decks shall be decorated (other than as outlined in section II. A. of this document), enclosed or covered by any awning, canopy or similar covering unless specifically approved in writing by the Board of Managers. Nothing shall be hung or draped from patios, decks or windows, including but not limited to laundry, linens, bathing suits, towels or bird feeders. Patios and decks are not to be used as storage areas.

B. Barbeque grills must be electric only and UL approved.

### **IV. Remodeling or Improving of Units**

A. No structural addition, or no alteration or improvement may be made in or to your Unit, or in, on, or to the Common Elements, without the prior written approval of the Board of Managers. Each Unit Owner shall submit a letter to the Foxwood Office requesting such addition, alteration or improvement, for the Board of Manager's review and approval, and shall include architect's drawings, if necessary. All contractors must be licensed and name Foxwood Homeowners Association, Foxwood Condominium I, Foxwood Condominium II, and Foxwood Condominium III as an additional insured on their liability and workman's comp policy. Each Unit Owner shall also deposit a check with the office for \$1,000, which check shall be returned at the completion of the project and on successful inspection(s) of the project and common hallways, which inspection(s) may also occur at the start of the project, and during the project. Nothing shall be done in any Unit or in, on or to the Common Elements, which shall impair the structural integrity of any Buildings or which would structurally change any of the Buildings, including

vented range hoods. Jetted tubs/Jacuzzis are not permitted. The Board reserves the right to hire its own architect to review any renovation plans, at the sole cost to the Unit Owner.

B. Written request to make any addition, alteration or improvement of a structural nature, or which would change the exterior appearance of a Unit or Building, must 1<sup>st</sup> obtain written approval of the Board of Managers of the Condominium in which the affected Unit is located. If the proposed work will result in any change to the exterior of a Building, patio, or deck, or other Common Element, written approval of the Foxwood Homeowners Association's Architectural Review Committee must also be obtained prior to the commencement of any work to ensure uniform application of remodeling rules throughout Foxwood Condominium I, Foxwood Condominium II and Foxwood Condominium III.

C. Written details of the proposed work must be submitted to the Board of Managers (and where applicable) to the Architectural Review Committee) along with proposed drawings, specifications, and the names of all licensed and insured contractors who will be performing the work. A written response from the Foxwood Office shall be made within 30 days of the Board's/Committee's receipt of the above documentation, and work shall not commence until all required written approvals have been granted by the Board/Committee. Unit Owners who undertake remodeling projects as described herein without prior written approval will be subject to fines, and may additionally be required to remove the addition, alteration or improvement, or make further modifications when they do not conform to standards applied by the Board/Committee. All such work shall require a building permit from the Village of Pleasantville if such work falls within their in-list guidelines and be submitted to the Foxwood Office.

D. Proper noise insulation will be required when installing flooring above another unit, whether on the 1<sup>st</sup> or 2<sup>nd</sup> floor, and must be a minimum of 60 IIC and 60 STC rating. Any unit above another, whether on the 1<sup>st</sup> or 2<sup>nd</sup> floor, will require 80% carpeting or area rug coverage throughout, on an area-by-area basis, including hallways, but excluding kitchens and bathrooms. Carpets or area rugs must be at least a 50-ounce grade with at least an 8-pound density pad, or a 32-ounce felt pad, depending on the carpet or area rug style. Normal plush carpets or soft carpets typically use an 8-pound density pad, Berbers and low pile carpets typically use the 32-ounce felt pad. A licensed and insured contractor must be used at all times and sample material for flooring and carpeting or area rugs must be first approved by the Board of Managers.

E. All renovations to a unit must be done between 8:00 AM and 6:00 PM, Monday through Friday, 8:00 AM to 3:00 PM on Saturdays, and never on Sundays or holidays.

F. Insurance and General Release must be provided for as attached, see "Insurance Requirements and Contractor Indemnification".

G. Additional Rules and Procedures for Remodeling or Improving of Units, Window Replacement and the Installation of Deck Stairs, Railing and Gate are issued separately and must be complied with during all renovation projects.

H. Any exposure of common elements requires a condo inspection before area is closed.

I. For the sake of clarity and notwithstanding anything to the contrary contained herein, the additions, alterations or improvements requiring licensed contractors and insurance submitted shall include, but

not be limited to bathroom remodeling, kitchen remodeling, flooring installation, any and all such instances where plumbing and electric are involved.

J. In the instances that require a building permit, a copy of the Certificate of Occupancy must be provided after the work is completed.

## **V. Vehicle and Parking Areas**

A. Parking of vehicles shall be in designated parking areas only, with the front of the vehicle facing the curb, except in the few parallel parking spots. Parking areas shall be used for the parking of passenger vehicles only. All vehicles must be registered to the Unit Owner, family member or approved tenant. Specifically prohibited from being parked on the Property are vehicles designed, used or maintained primarily for commercial or similar purposes. Prohibited vehicles include, but are not limited to, vehicles designed, used or maintained primarily for the transportation of property, or the transportation of materials used in the conduct of a business, vehicles with commercial plates, trucks and trailers whether open or enclosed, school vehicles or buses, boats and campers. Vehicles parked for the purpose of making a delivery or providing a service are exempt from this paragraph while the delivery is being made or the service is being provided, but only in a timely manner. Also exempt are vehicles owned by the condominium and/or Foxwood Homeowners Association, Inc. and used for condominium purposes.

B. Abandoned, inoperable, or unauthorized vehicles will be towed away at the Unit Owner's sole expense.

C. No washing, waxing, repair, or servicing of automobiles or other vehicles shall take place on any portion of the Property.

D. A disabled Unit Owner or Resident requesting approval to have a reserved parking spot near the entrance to his/her building must provide sufficient documentation to the Board of Managers to allow consideration of the request. In fairness to all other Unit Owners, such a request will be considered only upon a showing of actual need. At a minimum, the Board of Managers must be furnished with a copy of a current municipally issued handicap parking permit for the vehicle that will be parked in the spot, medical documentation supporting the Unit Owner or Resident's application, and a letter signed by the Unit Owner detailing the reason why a reserved parking spot is required. In the event the spot is needed for an Occupant of the Unit other than the driver of the vehicle, the letter and medical documentation must also explain why the passenger cannot be dropped off in front of the building or assisted into the Unit while the driver parks the vehicle in another location. If the Board of Managers, in its sole discretion, grants approval to use a reserved parking spot, continued use will be subject to periodic reviews. Use of the spot is personal to the Unit Owner or Resident and cannot be transferred to anyone else.

## **VI. Safety and Security**

A. No one is authorized by the Board of Managers or the Foxwood Homeowners Association, Inc. to accept any key(s) from any Unit Owner or Resident. If any key(s) are entrusted by a Unit Owner or

Resident to an employee of the Board of Managers or of the Foxwood Homeowners Association, Inc. whether for such Unit or any automobile, truck, or other item of personal property, the acceptance of the key(s) shall be at the sole risk of such Unit Owner or Resident. The Board of Managers or the Homeowners Association shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or in connection therewith.

B. New York Fire Code, Section 301 prohibits the storing of the following in the basement storage areas: newspapers, magazines, loose or bundled firewood, lumber, loose or bundled clothing or cloth, stuffed furniture, mattresses, flammable liquids, explosives, fireworks, small arms, ammunition, or cellulose nitrate motion picture film.

C. No Unit Owner shall bring or permit any flammable, combustible or explosive fluid, material, chemical or substance, in or on his/her Unit, storage area, patio or deck. Specifically prohibited are gas or propane tanks, automotive tires, and E-bike or similar lithium ion rechargeable batteries.

D. No firewood is to be stored in any Unit, storage area, or on any patio or deck. All firewood must be kept at least 30 feet from any building. The firewood must be kept neatly stacked at all times and must not be against any trees or other wooden objects.

## **VII. Pets**

A. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except dogs, cats or other generally accepted common household pets, not to exceed two per Unit. Any Unit Owner or Occupant who keeps a pet in his/her Unit shall be required to indicate such with the Board of Managers on their Unit Profile. All such pets must be registered and licensed with the local municipality.

B. In no event shall any pet be permitted in or on any portion of the Common Elements unless carried or on a leash. No pet shall be allowed to urinate or defecate in courtyards, on plantings, or garden beds. They must be kept at a reasonable distance (but no closer than 10 feet) from buildings at all times. The Unit Owner or Occupant responsible for the pet, or the person to whose care the pet is entrusted, shall be required to carry a proper receptacle for the disposing of waste while the pet is on Common Elements. At no time shall any pet be caged, tied or kept on the patios or decks, unless the Unit Owner or Occupant is with the pet at all such times.

C. Any pet causing or creating a nuisance, unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon ten days prior written notice from the Board of Managers.

D. No Pit Bulls, Rottweilers, or Doberman Pinschers, or any mix, hybrid, or combination thereof, will be allowed to be housed, boarded, or on the Property at any time.

## **VIII. Garbage Disposal and Recycling**

A. No garbage receptacles shall be placed in the halls, staircase landings, or on any Common Element. Garbage will not be collected from any area other than assigned garbage sheds. Garbage and recyclable materials must be placed only in the dumpsters or containers within each garbage shed, which are specifically labeled for each purpose.

B. Additional garbage disposal and recycling procedures, including those relating to disposal of bulk waste and construction debris, are separately provided to Unit Owners and Occupants. All Unit Owners and Occupants must comply with these additional procedures, as well as the procedures posted at each shed and posted to our website, and those required by law.

## **IX. Selling or Leasing**

A. All Unit Owners who purchase a Unit on or after February 1, 2006 shall pay a non-refundable sum equal to two months common charges into the reserve fund of the applicable condominium (Foxwood I, II, or III), pursuant to sales procedures adopted by the FHA Board. This rule shall not apply to any transfer of title for estate planning purposes including, but not limited to, transfers to trust or family member, or transfer by a Unit Owner who remains in title but adds another to the deed.

B. Only entire Units may be rented, not a portion of a Unit. Owners must abide by the requirements and procedures of the Unit Leasing Policy, which is contained in a separate document, when renting a Unit. No "For Rent", "Open House", or any other sign or notices may be placed on any portion of the Property. No Unit may be used or rented for transient, hotel or motel purposes. Unit Owners remain responsible for compliance with the By-Laws by both the Owner and the Renter or Occupant. Both Unit Owners and Occupants are reminded that they must comply with all zoning requirements.

C. Additional procedures governing the selling or leasing a Unit are issued separately. Any Unit Owner wishing to sell or lease must comply with these additional procedures, also posted to our website.

## **X. Living Together**

A. No noxious or offensive activity shall be carried on in any Unit or Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. No Unit Owner shall permit excessive noise which unreasonably interferes with the enjoyment of the Property or Common Elements by others.

B. Any unit above another, whether on the 1<sup>st</sup> or 2<sup>nd</sup> floor, will require 80% carpeting or area rug coverage throughout on an area-by-area basis, including hallways, but excluding kitchens and bathrooms. The specs for the carpeting or area rugs will be on file in the office and posted to our website. Carpets or area rugs must be at least a 50-ounce grade with at least an 8-pound density pad or 32-ounce felt pad, depending on the carpet style. Normal plush carpets or soft carpets typically use an 8-pound density pad, Berbers and low pile carpets typically use the 32-ounce felt pad. A licensed and insured contractor must be used at all times.

C. No jetted tubs/Jacuzzis, treadmills, rowing machines, Stairmasters, Pelotons, or similar exercise equipment is allowed to be used in the units at any time.

D. All use of clothing washers & dryers must be finished by 11:00PM and may not be started prior to 7:00 AM.

E. There shall be a two-person occupancy limit per bedroom in all Units, a bedroom being defined as a bona fide bedroom as described under the Offering Plan of Foxwood Condominium I, II, and III as filed with the Village of Pleasantville, Town of Mt. Pleasant, and Westchester County, and as approved by the New York State Attorney General. For the sake of clarity, no dining room, living room, den, bonus room, or like, shall be considered a bedroom for the purpose herein.

#### **XI. Pool Rules**

A. Rules regarding use of the pool are issued separately each year to Unit Owners and Occupants and posted at the pool.

#### **XII. General Provisions**

A. The Board of Managers or its agent may enter any Unit for the purpose of inspection or correction of any condition originating in the Unit and threatening another Unit or the Common Elements. Request for such access will be made in advance and entry will be made at a time reasonably convenient to the Unit Owner or Occupant, where possible, and except in cases of emergency.

B. These Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers.

C. Fines for violations of these Rules and Regulations shall be levied in accordance with the amounts specified in the By-Laws, as amended.

D. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers.

E. Nothing in this Schedule A is intended to change anything in the Declaration of Condominium, Offering Plan and/or the rest of the By-Laws. In case of a conflict, the Declaration of Condominium, Offering Plan and/or By-Laws shall prevail.

Agreed and accepted to:

\_\_\_\_\_  
Buyer(s)

\_\_\_\_\_  
Date