

Powell Cove Estate

House Rules and Regulations

DEFINITIONS

The following definitions apply to the terms used in these House Rules and Regulations.

Association

Powell Cove Estate is the Association of condominium owners. Each unit owner is a member of the Association, and membership in the Association is limited to the unit owners.

Association Management

The Association is managed by its Board of Managers, assisted by the Managing agent, who works under the direction of the Board of Managers.

Boundaries of Association/Accepted Buildings and Grounds

The boundaries of the Association are limited to Lax Avenue, Powell Cove Boulevard, Weatherly Place, Constitution Place and Endeavor Place. The buildings managed by the Association are numbered Phase 1 through 4.

Common Areas

The **Common Areas** referred to in these House Rules and Regulations are the Common Elements described in the Declaration of Condominium Powell Cove Estate and its amendments, in Phase 1 through 4. There are two different categories of Common Areas.

Limited Common Areas are the deeded patios; balconies or open, porches adjacent to the residential units; and other areas specifically spelled out in the Declaration of Condominiums Powell Cove Estate.

General Common Areas are those that are part of the overall complex that make up the Powell Cove Estate complex. They include, but are not limited to, the hallways, foyers, stairways, driveways and street right-of-way, lawn and garden areas, fountains, pond and pool areas, the maintenance facilities, trees, shrubs, and other planted areas, retainer walls, public park area, outside lighting fixtures located in these areas, and other areas specifically spelled out in the Declaration of Powell Cove Estate.

Common Charges & HOA Fee

Each unit owner is assessed a monthly fee for the routine maintenance of the Common Areas. The fee is set annually by the Board of Managers of the Association.

Items provided and maintained by the Association and paid for by Common Charges and HOA fees include:

- a) Grounds
- b) Park area
- c) Roadways, driveways, sidewalks, and parking areas
- d) Lights in common areas and building entrances
- e) Water
- f) Exterior walls, woodwork
- g) Exterior painting (stairways)
- h) Maintenance and repair of roofs, except that replacement of a building's roof is assessed to the unit owners in that building in accordance with the Association By-Laws.
- i) Maintenance, repair, and replacement of plumbing supply lines to the units (in-wall plumbing)
- j) Exterior dryer vents and exhaust
- k) Maintenance worker, Landscaping and private Catering

Individual Unit

Residential Units, as described in the Declaration of Condominium of Powell Cove Estate and its amendments, in Phase 1 through 4

Items provided and maintained by the owners of individual units at their own expense include:

- a) Floor coverings, draperies and blinds
- b) Individual unit interior painting and wall coverings
- c) Doors and hardware
- d) Appliances, including garbage disposal
- e) Cabinets
- f) Windows, screens, patio doors, and skylight
- g) Personal property
- h) Air conditioning
- i) Electrical wiring and fixtures within the unit
- j) All items not expressly included in the maintenance items required to be maintained by the Association.
- k) Cleaning, repair and replacement of windows and doors
- l) Hot water and heating systems
- m) Maintain water hose by each units garage

Garage & Parking Spaces

Parking spaces are the Parking Units described in the Declaration of Condominium of Powell Cove Estate and its amendments, in Phase 1 through 4.

- a) All Vehicles must be registered with the management. VEHICLES NOT REGISTERED AND IDENTIFIED AS LAWFULLY ON THE PROPERTY WILL BE TOWED AT OWNER'S RISK AND EXPENSE.
- b) No commercial and/or recreational Vehicles (including but not limited to oversizes Vehicles, RVs, boats, trailers
- c) No Vehicles may be parked in a manner to impede or prevent access to any entrance or exit from any parking lot
- d) All Vehicles must be parked in designated parking areas. No Vehicles are allowed to parked on the grass / lawn

Failure to comply with these rules will put your Vehicle and/or your Guest's Vehicle at risk of being towed at the Owner's expense.

GENERAL RULES AND REGULATIONS

1.0 Laws, Rules, and Regulations

Every unit owner or occupant shall observe all laws, ordinances, rules, and regulations now and hereafter enacted by the Federal Government, by the State of New York, by the City of New York City, or by the Condominium Association. The use of the unit and of the common areas and facilities shall be consistent with existing law and the Declaration of the Condominium Homes and the House Rules and Regulations.

2.0 Noise

Between 10:00 p.m. and 9:00 a.m., noise that can be heard in another owner's unit must be avoided. Accordingly, please reduce the sound level of all radios, TV sets, pianos, etc.

3.0 Moving

Move in/out form with a \$500 deposit must submit to management 3 days in advance (excluding weekends and holidays)

4.0 Rules Governing General Common Areas

- 4.1 **Balconies/Patios.** For those units have limited common area balconies/patios as part of their condominium legal description. These patios are limited common areas and are deeded to the Individual owners as part of their deed. The limited common area designation allows them exclusive usage but is subject to Association House Rules and Regulations. The addition of a patio to the common ground area is against House Rules and Regulations. Expanding the landing to create a patio is not allowed.

- 4.2 **Clotheslines.** No outside clotheslines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities.
- 4.3 **Storage.** No unit owner or occupant shall, except in specifically designated storage areas, store objects of any kind in the halls, lobbies, stairways, walkways, grounds, or other common areas. Storage of mobility equipment in common areas may be approved by the Board of Directors on a case-by-case basis.
- 4.4 **Recycling.** Unit owners are responsible for full compliance with the New York City Recycling Program as it affects garbage collection.
- 4.5 **Waste dispose.** All trash must be put into plastic garbage bags, garbage bins and securely fastened. Cardboard box must packed and securely tighten
- 4.6 **Exterior alterations.** No unit owner or occupant shall make any additions or alterations to any common areas or facilities, nor place or maintain thereon any signs, posters, or bills whatsoever, except in accordance with such plans and specifications approved by the Board of Managers.
- 4.7 **Displayed items.** No unit owner shall cause or permit anything to be hung or displayed on outside walls of his/her unit, no sign or shutters shall be affixed or placed on the exterior walls or roof or any part thereof.
- 4.8 **Personal signs.** No “For Sale” signs, “For Rent” signs, Political Signs, or other advertising or window displays shall be permitted on any part of the property or on the outside of any unit. “For Sale” signs are not permitted any part of the common areas.
- 4.9 **Damages.** A unit owner shall be liable for the expense of any maintenance, repair, or replacement to the common areas made necessary by ordinary wear and tear, his/her negligence, or by that of any member of the owners family or their guests, employees, agents, or lessees.
- 4.10 **FAUCET.** Removed the Shut Off Valve and relocated the faucet into inside the garage is prohibited. Schedule of shut off and on will be further notify by Management office. Penalty will be imposed to any violators.

5.0 Rules Governing Limited Common Areas

- 5.1 **Use of.** “Limited Common Areas” are reserved for the exclusive use of the unit owner.
- 5.2 **Cleaning and sanitation.** Every unit owner shall at all times keep his/her outside balcony or patio in a clean and sanitary condition.
- 5.3 **Upkeep and repair.** The unit owner is responsible for the upkeep and repair of the Limited Common Area.

- 5.4 **Use of Open-Flame Cooking Devices.** Charcoal burners and other open-flame devices, including permitted gas grills, are prohibited to operated and may not be used on balconies, patios.
- 5.5 **Hosing.** Hosing balconies, porches, windows, or screens on upper floors is prohibited.
- 5.6 **Storage.** Balconies and patios shall not be used as storage areas. This includes bicycles.
- 5.7 **Fines.** Unit owners may be fined for all violations, including violations by guests.

6.0 Rules Governing Individually Owned Units

- 6.1 **Occupants.** Each of the units shall be occupied and used only as a residence by the respective owners thereof, their tenants (prior approval having been obtained), families, servants, and guests.
- 6.2 **Use of unit.** Unit owners shall not use or permit the use of their premises in any manner that would be disturbing or be a nuisance to other owners, or in such a manner as to be injurious to the reputation of the Condominium Association. Disturbances and nuisances may include, but are not limited to: secondhand smoke, odors, loud music, or other loud noises.
- 6.3 **Renovation/Alterations.** Unit owners must submit scope of work, to the board and management for approval. A security deposit of \$1000.00 is required and it will be refund to unit owners once the renovation had been completed and passed the inspection from the Board and Management.

7.0 Complaints

- 7.1 Unit owners are encouraged to resolve complaints with their neighbors before filing a written complaint to the Management.
- 7.2 **First complaint.** All complaints must be in writing. The management & the board will take appropriate action to determine if the complaint is valid, which may require the parties involved to provide additional information or appear in front of the management/ board. If the complaint is determined to be valid, a letter will be sent to the unit owner requesting corrective action. Anonymity will be maintained when possible.
 - 7.2.2 If the complaint is determined to constitute a situation that presents an immediate danger to the association's resident(s) and/or property, the board will take immediate legal, law enforcement, or other appropriate action.
- 7.3 **Second complaint.** Upon receipt of a second letter of complaint, a letter will be sent requesting the defender(s) corrective action has not been made.

- 7.4 **10-day fine.** Should the Board concur that corrective action should have been taken and the unit owner has not complied, the unit owner shall have ten days to comply with the Board decision or a \$100 fine shall be imposed upon the unit owner. Fine payments are due in 30 days.
- 7.5 **First 30-day fine.** If corrective action is not taken in 30 days following the 10-day compliance period, an additional \$100 fine will be imposed. Fine payments are due in 30 days.
- 7.6 **Second 30-day fine.** If corrective action is not taken in 30 days following the first 30-day compliance period, an additional \$100 fine will be imposed. Fine payments are due in 30 days.
- 7.7 **Additional fines.** If corrective action is not taken at the end of the second 30-day period a fine of \$5/day will be imposed until corrective action is completed.
- 7.7.1 If no corrective action has been taken at the end of the second 30 day period, regardless if the fines specified in 7.4, 7.5, 7.6 and 7.7 above have been paid or not paid, at the boards discretion, legal action will be taken citing violation of House Rules and Regulations.
- 7.8 **Lien.** Any monies ordered to be paid by Small Claims Court that are not received as ordered shall constitute a claim by the Board that will become a lien upon the property and the necessary legal actions will be filed by the Board for collection of such liens.

8.0 EV Charging

- 8.1 No EV Passenger Vehicles charging allowed in Powell Cove Condominium. The Powell Cove Condominium electric line is not suited for EV charging. \$2000 per occurrence fine imposed on account.
- 8.2 Powell Cove Condominium prohibit all bikes and scooters using lithium batteries from being stored and charged within all our buildings. \$2000 per occurrence fine imposed on account.

Violations of the House Rules and Regulations.

The Board of Managers has the authority to enforce all Association rules and regulations by imposing fines.

**Powell Cove Estate
House Rule And Regulation.**

Hereby I acknowledge the receipt of the House Rules for Powell Cove Estate. Please return this Page to:

**4 Seasons International Management Inc.
P.O. Box 560088
College Point, NY 11356**

Print Name: _____

Address: _____

Unit # : _____

Signature: _____

Date :_____