

Condo 16
P.O. Box 555
Somers, NY 10589

Dear Fellow Unit Owners:

This letter accompanies the newly revised Condo 16 Rules and Regulations which were adopted by the Board of Managers after a several month's long revision process. These clarified and updated Rules and Regulations replace the previous Rules and Regulations and are effective immediately. A new section on Variances is also published.

The Rules and Regulations and the revised Variance section should be placed in the white "Welcome to Condo 16" loose leaf binder. The existing pages 37 to 41 are to be removed.

We suggest that before you put the book back in hiding that you familiarize yourself with the rules. We don't expect that any change in your normal day-to-day activities will be required.

Any questions related to these documents should be directed to your Cluster Captains.

Condo 16

Board of Managers

Condo 16 Rules & Regulations

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GENERAL RULES

1. As stated in the By-Laws, all present and future owners, tenants and occupants of Condo 16 are subject to the provisions of the Offering Plan (The Graybook), its By-Laws and these Rules and Regulations.
2. Unit owners are responsible for maintenance and repair of the inside of their unit, including painting, windows and interior and exterior doors. The maintenance of air conditioning, water heater, pressure reducing valve (refer to pg. 25 Welcome to Condo 16 Book), patio/deck, and deck lighting fixtures are unit owners responsibility as well.
3. Condo 16, through its Board, maintains and is responsible for: the outside of the building; the building's service lines (electrical, water, sewer), the unit and the "common elements", which include all land areas and roads.
4. Unit owners who lease their units are responsible for informing their tenants of these rules and regulations and for ensuring that they are observed.

Requirements before making changes: It is up to the unit owner to use the necessary variance forms at the end of this document.

5. **Any structural change, addition or improvement inside or outside a unit requires a variance which must be approved by the Board before the work is begun.** In addition, some changes may need approval and /or permits and/or inspections by the Town of Somers. Alterations include, but are not limited to items such as: enlarging decks and patios or installation of awnings. (See pg.20 for variance provisions)
6. When moving, renting or otherwise transferring the unit, all variances and their supporting documents must be given to subsequent occupants.
7. Unit owners who arrange for any unapproved work to unit exteriors, common areas or limited common areas will be required to pay all costs, including the cost of returning the area to its original condition when required by the Board.
8. Unit owners should notify Condo 16 managing agent for repair and maintenance of outdoor features such as roofs, chimneys, paths, driveways, garbage bins and garbage lid hinges etc. The managing agent upon notification will assess the situation and report to the Board for a decision on remedial action.

Unattended units:

9. The Board strongly recommends that a unit owner, who plans to be away for 2 weeks or more, register the unit with Security as closed, and arrange to have the unit checked periodically for possible damage requiring emergency attention and/or repair.

Damage to other units:

10. The unit owner and/or occupant is responsible for exercising care and the owner shall be liable for damage to the unit and its contents as well as to neighboring units and their contents caused by any water leaks, appliances, plumbing and broken pipes resulting from improper winterization of the unit.

Propane use and storage:

11. The storage of propane gas barbeque tanks and gasoline is prohibited within the unit and the unit's garage.
12. Kerosene and propane heaters are prohibited.
13. NRTL (UL or other) listed electric heaters are permitted.

Storage

14. The Board does not allow the construction or installation of any storage shed on any common area.
15. Attic and crawl spaces are "limited common areas" and are available for reasonable storage only. No more than 30 pounds per square foot is permitted over a ceiling.
16. Space must be left available for inspection, maintenance and repair of common areas and limited common areas.

APPEARANCE

1. Unit owners are required to maintain their decks and patios in good condition at their own expense.

2. All exterior changes must conform to the established design and color pattern. Contact property manager.
3. No "For Sale", "For Rent", "Open House" "Estate Sales", doctor's shingle, advertising and electioneering banners or other window displays are allowed on any part of the property or units.
4. The only allowed signage is health related decals alerting emergency response personnel of certain situations e.g. Beware of Dog, Oxygen in Use and Security System.
5. Articles are not to be hung on outside walls or windows, such as shutters, laundry, plastic covers, and blankets. (Violators will be fined)
6. Laundry and other wet items are not to be hung to dry on railings. (Violators will be fined)
7. Birdhouses are permitted in the trees. Birdfeeders are not allowed with the exception of hummingbird birdfeeders which are allowed. Violators must remove birdfeeders or will otherwise be fined (See Fines pg. 15) Any issue that occurs due to birdhouses/birdfeeders is the responsibility of the unit owners.
8. A standard sized (maximum 3X5 foot) American flag may be displayed on the outside of the unit on brackets attached to the wood trim, but never directly to the siding.
9. Holiday exterior decoration in reasonable quantity is permitted. **NO INFLATABLE DECORATIONS PERMITTED!** Items such as wreaths, menorahs may be displayed from windows or hung on the exterior of units, including front doors. Lighting may not be placed directly on a unit. Lights may be of any color. Holiday lights may be used on small bushes. Light strings and connecting wires and cords must be rated for outdoor use and may not be strung across walks and driveways. **All decorations should be removed from the unit no later than 2 weeks after the holiday.**
10. No window boxes are allowed on the exterior of any unit. Planting containers for flowers are permitted on the deck.
11. Hot tubs, pools, chiminea, fire-pits or anything similar are not permitted on decks, patios or in the common elements.
12. The common areas shall be kept free and clear of children's toys, equipment, rubbish, debris and any unsightly material; items such as statues, decorations, trellises, furniture, plastic ornaments, and fountains are not permitted in common areas.

13. Decks and patios are not to be used as storage areas, with the exception of tarps which may be used to cover furniture during winter months and small closed storage containers.

SAFETY AND SECURITY

1. It is preferable that a key to every unit be placed on file with Security. If, in an emergency, Security has to enter a unit for which it has no key, the unit owner will be held responsible for the expense of any repairs needed as a result of such forced entry.
2. New York State law Section R313 requires that each residence have working smoke and carbon monoxide detectors. Unit owners are responsible to test detectors regularly and replace batteries as required by the manufacturer.
3. Flammable materials may not be stored in common or limited common areas or garages. Propane tanks must be kept outdoors, never in a unit, garage or crawl space.
4. Every 2 years the Condo will pay for professional inspection of all chimneys. Unit owners will be advised of the inspection schedule. The chimney inspector will advise unit owners if their chimney needs to be cleaned. **The cost of cleaning is the owner responsibility.**
5. Every 2 years the Condo will schedule all unit owners clothes dryer vent cleaning. **The cost is the unit owner responsibility.** If unit owners choose to have their clothes dryer vent cleaned on their own they must submit proof to their cluster captain.
6. The garage, attic, and crawl spaces are "limited common areas" with ownership belonging to the Condo. These areas must be made available to the Board or its representatives in the event of a situation where access is required.
7. Electric wires, cables and hoses may not be left lying across walkways, driveways and common areas when not in use.
8. During prolonged absences it is the responsibility of the unit owner to:
 - (a) Turn off the main water valve
 - (b) Open all faucets so pipes drain
 - (c) Leave the faucets slightly open

- (d) Turn off the circuit breaker for the water heater and drain completely (refer to pg. 25 and 26 in Welcome to Condo 16 Book)
- (e) Turn off the hoses to the washing machine
- (f) Disconnect all small appliances, computers televisions and audio equipment
- (g) Be sure garage door is locked from within
- (h) Set thermostats no lower than 55 degrees
- (i) In the winter, open doors under vanities and sinks, shower stalls and closet to allow the circulation of warm air
- (j) Have someone monitor your unit while you are away
- (k) In the winter, disconnect all outdoor hoses from spigot
- (l) Inform security with contact information

SALES AND RENTALS

General Rules:

1. Payment of common charges and other fees is the responsibility of the Unit Owner and these charges will always be assessed to the Unit Owner. This applies even if the unit is rented out. If the unit is a rental, the Unit Owner is responsible for reimbursement by Renters.
2. The Board and the Property Manager are to be advised when a Unit is placed on the market for rent or sale. The Property Manager prepares all necessary papers for the lawyers and the banks.

Sales:

3. Unit Owners are responsible for damage done to condo property when moving in or out.
4. The Unit Owner shall provide the purchaser a copy of the Condominium Offering Plan (Gray Book) and a copy of Condo 16's Rules and Regulations. Copies of these documents may also be obtained from the Property Manager of Condo 16 for a fee.
5. The Unit Owner must advise the Property Manager who will advise the Board of the scheduled closing date and the anticipated date of the new owners' occupancy.
6. Once a contract has been signed by both parties, and before closing the title, the Condo must be provided with an opportunity to inspect the unit.

Any violations of condo Rules and Regulations must be resolved before closing the title.

7. An absentee Unit Owner, or authorized agent of the Unit Owner, shall provide the Condominium 16 Board with his/her current mailing address, telephone number and email address.
8. If a non-unit owner should occupy the premises the Cluster Captain must be notified with the name and duration of stay.

Rentals:

9. No unit is allowed to be used or rented for transient, hotel or motel purposes.
10. Unit Owners are responsible for any damage done to Condo property by renters.
11. No unit may be rented more than once in any twelve-month period, commencing with the beginning date of a lease agreement, without prior approval of the Board.
12. Unit Owners who are renting their units are responsible for providing the Renter's name, phone number and email address. All copies of all leases must be provided to the Board within three (3) days following execution of the lease.
13. No unit may be sub-leased.
14. Unit owners are required to provide the rules contained within this booklet to any Renter.
15. In entering into a lease, a tenant confirms that he/she accepts these provisions, rules and regulations and will comply with them. It is the responsibility of the Unit Owner to ensure that this statement is included in the lease.
16. Unit Owners are responsible for any violations done by Renters and are subject to fines for any of these violations. The Unit Owner is responsible for reimbursement by Renters.

LANDSCAPING RULES

Considerable Condo resources are committed to providing planting, and maintaining the landscaping throughout the condominium to create an

attractive environment during the entire year. The Condo becomes responsible for the maintenance of plantings after they are put in the ground. The Board reserves the right to insure that plantings are done properly allowing for the proper spacing, placement and selection of the chosen plans. Placement of new plantings may create safety issues at driveway exits or adjacent to walkways, or may damage the siding if placed too close to the unit.

General Rules:

1. Any changes to the basic plantings (shrubby or trees) around a unit or in a common area must be approved by the Landscaping Chairperson.
2. The responsibility for extermination, treatment or capture of pests and the repair of damage that might be caused by them, in and/or around the unit, including common elements, will be as follows:

A. RODENTS

1. If it usually causes structural damage – *Condo responsibility* i.e. squirrel, raccoons
2. If it is usually only a nuisance – *Unit owner responsibility* i.e. mice, chipmunk

B. INSECTS & ARACHNIDS

1. Garden ants and other non-wood eating crawling insects and spiders – *Unit owner responsibility.*
2. Carpenter ants – *Condo responsibility (buildings treated 2X per year)*
3. Termites – *Condo responsibility* – **Any resident who removes or destroys the termite traps will be charged \$100.00 per trap in order to have them replaced. Residents that remove or destroy the traps and it results in termites in their unit will be responsible for the cost of removal. The condo will not be responsible.**
4. Flying insects

- a. Wasps, hornets bees, yellow-jackets –*Unit owner responsibility*
- b. Carpenter bees – Condo responsibility

Should there be situations and/or conditions that are not defined above, the Board will determine the responsibility for payment of the resolution of the pest problem.

3. Flower pots and baskets must be placed so as not to interfere with entry to the unit. Blocking or limiting the size of paths and doorways becomes a hazard in emergency situations.
4. All potted plants and hanging baskets must be removed prior to winter and properly stored out of sight.
5. Hanging plants are allowed, but any damage to the unit caused by their attachment is the unit owner's responsibility and must be repaired promptly.
6. It is the unit owner's responsibility to sufficiently water all new and replacement shrubs and plantings around their unit.
7. When shrubs and plantings in the common areas are in need of replacement, the Board of Managers will determine which shrubs and plantings to replace.
8. Residents are encouraged to grow annual plants and perennials around their units, in existing flower beds. The Landscape Chairperson may be able to provide advice on deer resistant varieties.
9. Trees or bushes, which the Landscape Chairperson determine may damage the structure shall be removed and shall not be replaced.
10. Replacing of shrubs and bushes shall be determined by the Landscape Chairperson in an annual walk-through with the professional Landscaper under contract with Condo 16. Unit owners shall not change the trees, bushes or shrubs around their unit.
 - A. Any replacement plant becomes the property of Condo 16.
 - B. Vegetable gardens are not permitted in common areas.
 - C. The cultivation of annuals, biennials or perennials in existing planting areas, around trees and shrubs and to foundations is both permitted and encouraged. Flowers and shrubs should be at least 18" from the foundation.

- D. Statues, artificial flowers and plants or ornaments are not permitted in common areas.
- E. When not in use, hoses are to be neatly stored and not left on lawns.
- F. At the end of the watering season, water hoses are to be unfastened from the outside faucet (sillcock) in order to prevent freezing. Replacement of the sillcock is the responsibility of unit owner.
- G. The Board request unit owners water their lawns and shrubs around their units.
- H. Unit owners are prohibited from cutting down tree branches or removing bushes or trees from the common elements or natural areas, without prior approval by the Landscape Chairperson.
- I. Patio furniture and other unit owner property must be kept clear of all mowing areas so as not to impede the landscaper from performing his duties.

PETS

1. The rules for pets apply to unit owners, renters and their guests.
2. Except for dogs, cats, caged birds or other small household pets, no reptiles and animals shall be raised, bred or kept in any unit or in common elements unless approved by the Board.
3. Breeding animals for commercial purposes is not permitted.
4. Dogs shall be leashed at all times while outdoors in accordance with the Town of Somers Dog Ordinance. (Violators will be fined)
5. Cats shall be similarly constrained and not permitted to roam freely the outdoor premises. (Violators will be fined)
6. All dogs must be licensed by the Town of Somers.
7. Pet owners are required to pick up after their pets and the droppings must be disposed of in a tied plastic bag, and put within the owner's household garbage.
8. Sewer drains are not to be used as receptacles for dog droppings.
9. Infractions of a pet rule should be reported to the Cluster Captain.
10. Unit owners are reminded that any damage to Condo 16 property by a pet is the sole responsibility of the unit owner.

GARBAGE AND RECYCLING

Garbage:

1. The Condo provides trash bins for household garbage and recyclables. Do not slam the lids or push them down on overstuffed trash cans as this can break the lids and hinges.
2. All trash shall be placed in cans provided in the cluster bins in securely tied plastic bags. Loose trash is not to be placed in the trash bins.
3. The common areas shall be kept free and clear of rubbish, debris and unsightly materials.
4. It is the responsibility of the unit owner or contractor to remove all construction materials (sheetrock, wood, metal flashing etc.) and garbage.
5. If all the household trash cans are full, excess trash must be kept inside unit or garage and placed outside bins the morning of pickup.
6. Electronics must be recycled and shall not be disposed of with regular trash. Contact Town Clerk or Town Highway Superintendent for directions on how to dispose of these items.

Recycling:

7. NEWSPAPERS, BOOKS AND MAGAZINES MUST BE TIED WITH STRING OR PLACED IN A BROWN PAPER BAG. CARDBOARD MUST BE BROKEN DOWN AND SECURED.
8. Recyclable paper and cardboard should be put out no earlier than the night before the collection day.
9. Large amounts of packing material (for example boxes after moving in) should not be placed in the regular trash. The removal must be done on one of the bulk pickup days, or privately arranged by calling the carting service. The Condo Property Manager can provide their contact info.
10. Styrofoam packing materials and peanuts (popcorn) should be broken down and placed in tied plastic bags and put out with the garbage.
11. Separate bins are provided for comingled, loose glass and plastic bottles and metal cans. Please wash these items out before placing them in the appropriate bins. Also, please crush large plastic containers such as milk and juice jugs. Please do not put household trash and garbage in bins marked for recyclables.

12. Only CLEAN plastic containers with a recycle triangle (plastics #1-7) will be accepted. All other numbers, along with buckets, appliances, Styrofoam, etc. will not be accepted as recyclable.

13. Wire hangers, cookware, metal rods and the like should not be placed in the recycling bins.

Bulk Pick-up:

14. Heritage Hills Society typically schedules two (2) bulk pick-up days per year, one in the spring and the other in the fall. Information about what items are acceptable is available from the Condo's Property Manager. Notice of the dates appears in the Heritage Hills Community Newsletter, Condo 16's newsletter and on Channel 12.

Garden Debris

15. Leaves, branches and other gardening debris will be taken by the landscaping company and should be securely tied in plastic bags and left on the corners of A & B roads (roads with yellow lines) and the main roads. It should be put out on Wednesday night for pickup on Thursday.

16. Christmas trees may be placed for disposal after January 1st through January 15th at the end of the cluster road. Trees must be clean of all decorations and not be wrapped in plastic.

GARAGES AND PARKING

General Rules:

1. Parking in front of fire hydrants and mailboxes is prohibited.
2. Vehicles are to be parked overnight in garages or in the designated outside parking areas.
3. Parking is permitted in driveways overnight only if outside parking spots are not available in the cluster.
4. Parked vehicles which block access to adjacent units or other vehicles are subject to being towed at the owner's expense.

5. Resident owned commercial vehicles (such as vans without side windows or passenger seats in the rear, and vehicles with signs, lettering or designs on the exterior) are not permitted overnight unless parked in a garage.
6. Commercial vehicles, such as pick-up trucks, which are used as family vehicles are allowed in the outside parking areas, but they must be kept clean and any commercial content must be covered.
7. Dumpsters may be temporarily parked in a driveway after obtaining an approved variance.
8. "For Sale" signs on vehicles are not permitted.
9. There is to be no parking in driveways during snow fall greater than 1 inch to allow for salting and plowing.
10. No repair work is to be done on vehicles on condo property.
11. No long term parking allowed on C (cluster) Road.
12. The outside parking areas are not to be used for any purpose other than to park vehicles.
13. The outside parking areas are to be used only for vehicles owned by residents or their guests.
14. Residents are asked to park in their garage and leave the outside parking areas open for guests and those with more than one car. Those with more than one car should park one car in their garage and the other in the outside parking area.
15. All vehicles parked in outside parking areas must be insured, registered and inspected.
16. Improperly parked vehicles may be removed at owner's expense. Exceptions may be made during holidays and special events.
17. Outside parking areas are not to be used for storage of vehicles.
18. Any vehicle parked in an outside parking area long-term or that is in obvious disrepair must be removed within seven (7) days of notification or the vehicle will be removed by the Board at the owner's expense.
19. Each unit owner or tenant shall be allowed outside parking for no more than two vehicles. A written variance from the Board is required for any additional vehicles.

Garages:

20. Garage doors are to be kept closed to prevent infestation from wildlife nesting in the garage or entering the unit through the garage walls or ceiling. Costs incurred by violation are unit owner's responsibility.
21. Maintenance, repair and replacement of garage door openers, springs, locks, release mechanisms are the sole responsibility of the unit owner.

DECKS AND PATIOS

Repair and Maintenance:

1. The safety of the deck or patio is the responsibility of the unit owner.
2. Painting, repairs and replacements of the flooring, railings, spindles, posts, and decks stairs are the responsibility of the unit owner.
3. Any deck or patio which is repaired or replaced must match in size and dimensions and structural style the deck or patio being replaced.
4. A unit owner planning to make a change must submit a request and get an approved variance before proceeding with the work.
5. Any new deck construction must conform to current requirements of the Somers Building Code and must be approved in writing by the Board prior to the commencement of any work. All work must be performed by a licensed, insured contractor.
6. Decks and patios are to be kept in a good state of preservation and cleanliness.
7. Sitting walls adjacent to patios (not retaining walls), are the responsibility of the Unit Owner.
8. Outdoor carpeting or other floor coverings are not permitted on decks and patios.
9. Technologically improved materials such as TREX may be installed but require an approved variance and natural wood finish color approved by the Board.
10. Patios and decks shall not be covered with an awning without a variance.
11. Decks and patios are limited common elements and as such may not be blocked or locked. This will allow landscapers and other workmen access.
12. The use of charcoal or wood-fired grills and other devices is prohibited on wooden decks. The new rule does not affect the permitted use of propane or affect the rules for patios.

FIREWOOD

1. To prevent infestation by termites, carpenter ants and other insects, logs for wood burning fireplaces may not be stored in garages, crawl spaces, attics or in storage bins.
2. Firewood should not be against unit and is to be stacked off the ground on cinder blocks or some other type of non-wood support, covered by a dark colored tarpaulin and not visible from the front of the unit or in a place offensive to a neighbor.
3. Unit owners may not store more than a half cord of wood (2X8X4 ft.) at any one time.
4. Fireplaces must not be used as a source of heat for the unit due to risk of fires.
5. The maintenance of the fireplace and chimney is the responsibility of the unit owner. It must be inspected and maintained every 2 years.

SATELLITE DISHES

Before installing a satellite dish, a variance must be submitted and approved by the Board.

1. No outside aerial installation is permitted except for satellite TV dishes. Residents will be required to obtain a variance and neighbor approval for the installation of the dish, but in no event shall dishes be mounted on or attached to any part of a building, siding, roof, or other common areas. The dish should not break the roof lines at any time.

FINES

The Board may impose a fine against any unit owner who is in violation of any provision of the Declaration, By-Laws or Rules and Regulations. The fine schedule of any Rules violation is as follows:

First Violation	Notification
Second Violation Fee	\$25.00 per month
Third Violation Fee	\$50.00 per month

Fourth and Beyond Fee

\$100.00 per month

The Board may amend this fine schedule from time to time in its discretion. If violations continue then the Board will consider placing a lien on the unit.

1. FAILURE TO PRESENT A COPY OF A LEASE

to the Management Company within 10 days of the lease start date subject to - \$50.00 fine.

PROCEDURES

1. Notice of the violation will be sent to the unit owner. The amount of the fine or fines will be stated in the correspondence, as well as a process of appeal. The Board, at its sole discretion, may consider waiving fines due to extenuating circumstances. If violations are not corrected, or fines not paid, the Board will follow up with other consequences appropriate to the event. These consequences may be liens and litigation as deemed appropriate by the Board. The unit owner will be responsible for all associated costs, including but not limited to, legal fees.
2. In the event that a resident, after being given written notification of the offense(s), continues to be in noncompliance with the rules, regulations and By-Laws, the schedule of fines will be applied. Additionally, if the appropriate work is not completed by the resident within 10 days of notification, the Property Manager may arrange repairs. All costs related to removal/repairs will be added to the owner's account.
3. Appeal Procedures: Residents/Unit owners will have the right to respond to and/or appeal imposed fines. The appeal must be in writing and filed with the Property Manager or Board within 15 days of the notice of violation or fine. The resident/owner will be invited to the next Board meeting to present their case.

Quick Reference Guide

HERITAGE HILLS OF WESTCHESTER CONDOMINIUM 16 QUICK REFERENCE GUIDE

DIVISION OF RESPONSIBILITIES

O = Owner

C = Condo

NOTE: FAILURE TO FILE A VARIANCE FOR THOSE ITEMS THAT REQUIRE ONE COULD RESULT IN A FINE. ANY APPROVED VARIANCE ITEMS BECOME THE RESPONSIBILITY OF THE UNIT OWNER.

EXTERIOR

Exterior Bulb Replacement at Garage Door	C	Condo to maintain uniformity
Deck/Patios/Garage Care	O	Variance Required for Changes
Doors	O	Variance Required for Changes
Drainage	C	
Gutter/Downspouts		
New Installation	O	Variance Required
Repair/Replace	C	Original Gutters Only
Cleaning	C	
Painting	C	
Driveway/Walkway repairs	C	
Garage Door Opener	O	
Chimney		
Inspection	C	
Cleaning	O	

Roof	C	Inspection, Repair, Replacement
Pest Control Unit Only	C	Common Elements Outside
Snow Removal	C	Cluster Road, Driveways, Walkways, Front Entranceways
Window Frames, Panes, Screens	O	
Complete Replacement	O	Variance Required
Caulking of Wooden Frame	C	
Screen Door	O	
AC Components	O	

INTERIOR

Repairs Caused by Exterior Problems	C	
Floor Coverings	O	
Paint, Wall Coverings, Trim	O	
AC Components, Dryer Ducts	O	
Pest Control	O	
Plumbing		
Main Water Valve	C	
Water Heater	O	Licensed Plumber
Pressure Reducing Valve	O	Licensed Plumber
Sill Cocks	O	Call Property Manager
Fixtures & Tubs	O	

Showers & Faucets	O	
Pipes not in Walls or Concrete	O	
Pipes inside the Walls or Concrete	C	
Pipes in Crawl Space	C	
Pipes in Concrete	C	
Blockages Inside the Unit	O	
Dryer Vent Inspection	O	Inspection Arranged by Condo, Every 2 Yrs.
Wood Burning Chimney	C/O	Inspection by Condo, Cleaning by unit owner
Dryer Vent Cleaning	O	Cleaning Arranged by Condo, Every 2 Yrs.
Thermostats	O	
Smoke Detector	O	Replace Every 10 Yrs./Test Every 6 Months
Carbon Monoxide Monitor	O	Purchase, Installation/ Test Every 6 Months
Fire Extinguishers	O	If Outdated Replace

LANDSCAPING

Grass Cutting & Maintenance	C	
Shrubs & Trees		
Trimming	C	
Removal	C	
New/Replacement	O	Variance Required

CONDO 16 VARIANCE APPLICATION DOCUMENTATION

Prior to making any additions, renovations, alterations, replacement of windows or any type of structural changes to the exterior or to the common areas of your unit, the Board of Managers requires the following documents to accompany the Variance Form:

1. A copy of the Contractors valid license from the Westchester County Office of Consumer Protection.
2. A copy of the floor plan, sketch or architectural plan of the proposed project.
3. If the changes require a Town of Somers Building Permit, a preapproval of the variance is required by the Town. Once the Permit is issued, a copy of it must be submitted to the Board of Managers with the variance for final approval.
4. For all exterior changes, the unit owner must provide written approval from all neighbors affected.
5. A copy of the Contractors Certificate of Insurance indicating the following coverage will be in force for the period of the project:
 - a. Comprehensive General Liability with a Combined Single Limit Of \$1,000,000 per occurrence and at least \$2,000,000 in aggregate for Bodily and/or Property Damage. This Policy will also have a per Project Aggregate endorsement. The Insurance Company must be admitted and licensed by NYS
 - b. Pollution Liability Insurance, as required by the Contractor Agreement.
 - c. Automobile Liability with a \$1,000,000 limit per occurrence for all owned, hired, leased or borrowed vehicles and written by an Insurance Company admitted and licensed by NYS.
 - d. Proof of Worker's Compensation must be provided. Since you are an independent contractor, you must assume responsibility for costs of injury and/or lost wages for you, your employees or partners.
 - e. "Certificate Holder" on Certificate of Liability Insurance should read "Condo 16 c/o Heritage Management Services, 346 Route 202, Somers, NY 10589."

HERITAGE HILLS CONDO 16
VARIANCE APPLICATION FORM

Any alteration to common elements, limited common elements, and major interior alterations, requires securing an approved variance before work begins. Requests submitted to the Board of Managers will be answered no later than 60 days from the submission of a completed variance form.

WORK MUST NOT BE STARTED UNTIL THIS VARIANCE IS APPROVED BY THE BOARD OF MANAGERS

If a project is found to extend beyond the limits defined in the Variance Application and as approved by the Board of Managers, the unit owner may be asked to remove the unauthorized section at his/her expense. Failure to comply with this request by the designated date may result in monthly fines.

ALL PROJECTS MAY BE INSPECTED BY BOARD UPON COMPLETION

Owners Name: _____ Date: _____

Unit Number/Model: _____

Telephone #: _____ E Mail: _____

Description of Planned Project _____

Unit Owner's Signature: _____ Date _____

Neighbor's Signature: _____ Unit # _____

Site Visit Signature: _____ Date: _____

Board of Managers: Approve _____ Deny _____ Signature _____ Date: _____

