

SCHEDULE F

RULES AND REGULATIONS

These Rules and Regulations, together with such additional Rules and Regulations as are set forth in the Declaration and/or the By-Laws, and as may hereafter be adopted by the Board of Managers, shall govern the use of the Property and the Units comprising the 30 Whistler Court Condominium and shall apply to all Owners, Owners' family members, lessees, guests and all other invitees of Owners and/or lessees thereof. The Rules and Regulations contained in this Schedule F to the Declaration may be modified, amended or repealed at a duly called meeting of Owners in the same manner as the Declaration, as set forth in Section 13.01 of the Declaration.. A copy such action shall be sent to all Owners and will take effect ten days from the date of sending. However, so long as the Sponsor has Unsold Units, no such action will be taken without prior written consent of the Sponsor, such consent not to be unreasonably withheld.

A. THE UNITS AND LIMITED COMMON ELEMENTS

1. **Use of Units:** Pursuant to Article V of the Declaration, the thirty (30) Units located in the four (4) Buildings may be used only as private residences. While an occupant may maintain a home-office, this shall not permit commercial activities or distribution of products, nor employees, whether on payroll or under contract, working from such Unit and no signage shall be displayed identifying the "home-office" anywhere on the Building and/or the Unit or elsewhere on the Property..
2. **Patio/Deck Enclosures:** Pursuant to Article VII, Section 7.01c. of the Declaration, no patio or deck in Buildings I and II may be enclosed. Enclosures of rear patios only in Buildings III and IV will be permitted with written Board approval. However, such enclosures shall only be as shown on the originally approved plans of the Sponsor and in accordance with Article VII, Section 7.01.c.. No other type of enclosure shall be permitted.
3. **Awnings:** Awnings shall not be permitted on any windows. Awnings covering balconies and/or patios may only be installed with written approval of the Sponsor and/or the Board of Managers, if permitted by the Saratoga Springs Design Review Board. If so permitted, only the approved type, style and color may be installed and such installation will be by an approved awning installation company.

4. **Plantings on Patios and Decks:** Plantings on patios and/or decks shall be contained in wooden or simulated wooden planters with metal or other water proof liners or lightweight fiberglass planters. It shall be the responsibility of the Unit Owner and/or occupant to maintain the containers in good condition. Such Owner shall pay the cost of any repairs and/or replacement of the patio or deck, or other part of the Building damaged by plantings or water draining from such. No plant debris or soil shall be swept or thrown, or be permitted to be swept or thrown, from a patio or deck. Owners of Units with patios and/or decks shall be solely responsible for all occurrences that may result from the use of such patio or deck and shall hold the Condominium and all other Owners harmless from any and all occurrences.
5. **Snow Removal from Patios and Decks and Clearing of Drains:** The Owner and/or occupant of each Unit with a patio and/or deck shall be responsible for the removal of snow from the patio or deck appurtenant to such Unit and for keeping drains, if any, open and free of all debris and ice and snow.
6. **Mechanical Installations:** Other than those originally provided with the Unit, or similar replacements of same, no machinery, refrigeration equipment, heating devices, or any illumination other than standard electric lighting may be installed without prior written consent by the Board of Managers in each and every instance.
7. **Radio, TV or Other Communication Aerials, Antennas or Dishes:** No aerials, antennas, dishes or other communication devices for radios, stereos, televisions, computers or other receiver/send communication devices shall be permitted outside of Units, on window sills, patios, decks, railings, roof areas or elsewhere on any Building and/or Property. The installation of a DSS Dish, not to exceed fifteen inches (15") in diameter may be installed with written permission from the Board and located in such area of the patio or deck as directed by the Board. However, in no event shall the drilling of the exterior walls of a Building and/or Unit be permitted to run wires from said dish to the interior of the Unit.
8. **Drying/Airing of Personal Property:** No personal property of any kind, including clothing or bedding or any other articles shall be hung from windows, patios, decks, railings or elsewhere on the Building and/or Property.
9. **Flags/Banners:** No flags, banners or other hangings be permitted in any window, on any door, any patio or deck or elsewhere on the Property.

10. **Barbecuing:** Barbecuing will be permitted on patios and decks providing the patios and decks are maintained in sanitary condition and the barbecuing equipment, when in use, kept a reasonable distance from the walls of the Building. Any damage to the exterior walls of the Building, balconies or terraces shall be repaired at the sole expense of the Owner of the responsible Unit. Barbecuing units shall be black, gray or stainless steel with little or no rust and either propane or natural gas. Charcoal grills are prohibited.
11. **Storage on Balconies and Terraces:** Pursuant to Section 11.07 of the By-Laws, balconies and/or terraces may not be used for storage of any kind or dimension. Only typical patio/porch furniture and barbecue grills may be placed on decks and/or patios and shall be removed in the winter to allow for the complete clearance of snow such patio and/or deck. Tarps of any color shall not be permitted to be used to cover any items on a patio and/or deck.
12. **Maintenance of Units:**
 - a. **Utility Service:** Regardless of whether the Unit is occupied, the Owner and/or occupant shall be obligated to maintain sufficient utility service (heat) to prevent damage to other Units and/or Common and Limited Common Elements. If such service is not maintained by the Owner and/or occupant, the Board of Managers shall have the right to immediately arrange for such service, upon notice to the Owner by such method as is practical under the circumstances, and without notice in emergency situations. If such service must be arranged by the Board of Managers, any costs incurred shall be collectible in the same manner as Common Charges and shall constitute a lien on the Unit and a personal obligation of the Owner.
 - b. **Preservation and Cleanliness:** Each Unit shall be kept in a good state of preservation and cleanliness and no Owner and/or occupant shall sweep or throw, or permit to be swept or thrown, from the doors, windows, patios, decks or roof areas, any dust, dirt or other substances.
13. **Smoke Detectors:** It is the obligation of each Unit Owner to maintain smoke detectors installed in such Owner's Unit as required by the Building Code and to make certain that such smoke detectors are in working order at all times.
14. **Floor Coverings:** Hardwood floors of each of the residential Units in Buildings I and II must be covered with rugs and/or carpeting and padding, or equally effective noise-reducing material, to the extent of at least eighty percent (80%) of the floor area of each room, excepting kitchens, pantries, bathrooms, utility (mechanical) room, and closets, if there is a possibility of sound transmission disturbing to the Unit below.

B. SIGNS AND OCCUPANT IDENTIFICATION

1. **Signs:** No signs for any purpose, including political signs, shall be displayed in any windows, on any doors, Buildings and/or patios or decks or elsewhere within the Property. Notwithstanding the foregoing, signs advertising a Unit for sale may be no greater in size than 2-feet x 3-feet, may be displayed on weekends (Saturdays and Sundays) only, in front of the Building in which the Unit is located, during the hours of 11:00 A.M. to 5 P.M. Such signs must be removed at the end of each day. No "sold" signs shall be permitted to remain on the premises or in the area between the sidewalk and the curb.
2. **Occupant Identification:** Except for such areas originally so designated and designed, no Unit numbers, occupant identification signs, plaques or other occupancy identification displays shall be permitted.

C. COMMON ELEMENTS

1. **Storage:** No storage of personal property shall be permitted in any of the Common Areas, including, but not necessarily limited to, the common stairways, common hallways and lobby. Each Unit in Buildings I and II will be assigned a storage locker area in the garage area for storage of personal property.
2. **Garage Areas:** Each Unit will be assigned one parking space within the garage area. Only vehicles, such as cars and vans used for ordinary daily transportation may be parked and/or stored in the garage area. No recreational vehicles, such as boats and/or boat trailers, snow mobiles and campers, may be parked and/or stored in the garage area or elsewhere on the Property.
3. **Bicycles:** Bicycles in Buildings I and II are not allowed to be transported through the Common Elements, including by way of the elevator, parked on patios and/or decks, and are to be stored in the Owner's assigned parking area within the garage area or such other area as may be designated by the Board, such as the bicycle racks in the garage area.
4. **Elevators:** The elevators are to be protected with pads at all times during the transporting of furniture and/or construction materials and the repair of any damage to the elevator shall be the sole responsibility of the Unit Owner receiving such furniture and/or construction materials. In the event the damage is caused by a Unit Owner, Owner's tenant, guest or other invitee, such Owner shall be solely responsible for the cost to repair any damage.

5. **Damage to the Common Elements:** The cost to repair and/or replace damage to any and all Common Elements, including the elevator, resulting from the moving and/or carrying materials or objects in or out of the Building and to or from any Unit, shall be a charge against the Owner of Unit and shall be collectible in the same manner as Common Charges and shall constitute a lien on the Unit and a personal obligation of the Owner.

D. REFUSE DISPOSAL

1. **Refuse:** Refuse will be stored within the Units and regularly placed in containers in the refuse room in the garage area. The removal from the Property of furniture, bedding, appliances, floor coverings and other household items must be arranged by the Owner of such and not placed in the refuse room or elsewhere in the Property. An Owner and/or occupant placing such items in the refuse room, will be charged for the additional pickup costs charged by the refuse contractor. All boxes and other packing materials must be broken down to fit in the refuse containers in the refuse room.
2. **Recycling:** Owners and/or occupants shall be responsible for complying with all applicable recycling laws pertaining thereto.

E. PETS

1. **Approvals:** No pet, regardless of the nature of such pet, shall be kept or harbored in any Unit or elsewhere within the Building without prior written consent of the Board of Managers. The Board shall have the right to set limitations on the size of a pet to be approved. Non-Owner occupants shall be prohibited from harboring pets of any kind. Failure of an Owner to make such condition a part of the lease shall be grounds for the Board to seek action for eviction. The bringing of a pet onto the premises or into the Building or a Unit by a guest is strictly prohibited.

An Owner, having received the consent of the Board of Managers to harbor a pet or pets, shall keep such pet or pets leashed, shall not allow the pet or pets to roam or run freely over the Property or the Common Areas of the Building and shall not leash such pet on any balcony, patio or courtyard or allow the pet, if a dog, to bark and otherwise disturb other occupants. The pet Owner shall obey the City of Saratoga Springs leash/clean-up law. If the harboring of a pet or pets is approved by the Board, only two (2) pets per Unit shall be allowed. If a pet is a cat, it must be strictly a "house cat". Pit bulls, chow chows and other "trained attack" dogs shall be prohibited.

3. **Hold Harmless:** An Owner, having received the consent of the Board of Managers to harbor a pet or pets, shall indemnify the Board of Managers and all other Owners and shall hold all harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Owner having a pet of any kind. A "Pet Agreement", set forth as "Exhibit A" to these Rules and Regulations, will be required to be signed by an Owner requesting and being granted the right to harbor a pet or pets.

F. PARKING

1. There will be forty eight (48) parking spaces within the garage area, two (2) of which, spaces numbered "33" and "34" are designated as handicap parking. There will be nineteen (19) uncovered parking spaces, twelve (12) located on Gibson Court and seven (7) located on Whistler Court. Parking space numbered "3" Gibson Court will be designated as handicap parking. Each Unit will be assigned one (1) parking space except for Unit 231 which will be assigned two (2) parking spaces within the garage area. Each Owner shall be responsible for maintaining such space free of debris. No parking space may be used for storage of personal property Use of the parking spaces shall be in accordance with Section 7.01 of the Declaration.
2. No repairs, other than emergencies such as the changing of a flat tire, charging a battery or receiving a jump start or adding washer fluid, are permitted. Changing of oil is prohibited.
3. No recreational vehicles, including, but not limited to, all terrain vehicles, motor bikes, motorcycles, minibikes, snowmobiles, boats, boat trailers, campers or other such vehicles shall be permitted on the premises or within the garage areas at any time for any reason, nor parked in the uncovered parking areas. Commercial vehicles, other than as may be used in construction, maintenance or delivery, are not permitted within the property.

G GENERAL

1. **Noxious, Offensive or Unlawful Activities:** No Owner and/or occupant shall make or permit to be made, or carried on in any Unit or appurtenant Limited Common Element, or elsewhere within or upon the Condominium Property, any noise or other activities that will interfere with the rights, comfort, convenience and/or peaceful enjoyment of other Owners and/or occupants.

No immoral, improper, offensive or unlawful use shall be made of any Unit, or any other part of the Condominium Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit or other portion of the Condominium Property, shall be eliminated, by and at the sole expense of the Unit Owner responsible for the violation, regardless of whether it is a member of the Unit Owner's family, lessee, guest or other invitee.
2. **Flammable Substances:** No flammable substances or articles deemed hazardous to life, limb or property shall be stored or permitted to be stored in any Unit or appurtenant Limited Common Element, including balconies, terraces and parking areas or elsewhere in or on the Condominium Property.
3. **Water Closets and Other Water Apparatus:** Water closets and other water apparatus or fixture in the Building shall not be used for any purposes other than those for which they were intended. No sweepings, rubbish, rags, paper, ashes or any other foreign article shall be thrown and/or disposed of in such apparatus or fixture. The cost of repairs and/or replacements within other Units and/or the Common Areas resulting from damage from misuse of such apparatus or fixture shall be a charge against the Owner of Unit from which such misuse emanated and shall be collectible in the same manner as Common Charges and shall constitute a lien on the Unit and a personal obligation of the Owner.
4. **Other Activities:** There shall be no playing, running or lounging at the entrance to the Building, in the lobby, stairways, elevator or other Common Areas.
5. **Locks:** A key to each Unit shall be maintained by an officer of the Board of Managers, in a secured location, to be used in the event of an emergency. Any Owner and/or occupant changing a Unit entry lock shall provide the designated officer of the Board with a key within twenty four (24) hours after the completion of the installation of the new lock. Failure to do so shall result in a penalty being assessed the Unit Owner and shall be collectible in the same manner as Common Charges and shall constitute a lien on the Unit and a personal obligation of the Owner.