

SCHEDULE A

to

BY-LAWS

RULES AND REGULATIONS FOR THE

WESTGATE PARK CONDOMINIUM

1. No part of the property shall be used for other than housing and the common recreational purposes for which the property was designed. Each Unit shall be used as a residence for a single family excepting that Units may be used for professional purposes permitted by the applicable governmental regulations.

2. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Managers except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.

3. Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use (or permitted professional purposes), without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the 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. No waste shall be committed in the common elements.

4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Managers.

5. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common elements, except that dogs, cats or other

household pets, not to exceed two per Unit, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers.

6. No noxious or offensive activity shall be carried on in any Unit, or in the 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.

7. Nothing shall be done in any Unit or in, on or to the common elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

8. No washing machine or dryer may be installed in any Unit.

9. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

10. Unit Owners must at all times keep the floors of their Units reasonably covered with rugs, carpets, matting or similar materials to prevent unnecessary noise.

11. Except in recreational or storage areas designated as such by the Board of Managers there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common elements except that terraces and patios may be used for their intended purposes.

12. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any

Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Sponsor and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Notwithstanding this provision or any other provision to the contrary, Units may be used for professional purposes permitted by the applicable governmental regulations. However, no illuminated or other sign may be used in connection with said use excepting only a professional shingle, non-illuminated, not larger than nine (9) by twenty-four (24) inches in size.

13. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Managers.

14. No public hall of any building shall be decorated or furnished by any Unit owner in any manner.

15. Each Unit owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces, or patios thereof, any dirt or other substances.

16. All radio, television 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, and the Unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

17. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

18. 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.

19. The laundry and drying apparatus laundry rooms in the buildings shall be used in such manner and at such times as the Board of Managers may direct.

20. No garbage cans shall be placed in the halls or on the staircase lands, nor shall anything be hung from the windows, terraces or patios or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, patios or terraces.

21. The Board of Managers may assign individual parking spaces to Unit owners or occupants.

22. The Board of Managers may charge guests for the use of the swimming pool.

23. Unit owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

24. No terrace or patio shall be decorated, enclosed, furnished, or covered by any awning or otherwise without the consent in writing of the Board of Managers.

25. No Unit owner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance.

26. If any key or keys are entrusted by a Unit owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

ADDITIONAL RULES AND REGULATIONS OF
WESTGATE PARK CONDOMINIUM

Supplementing the rules and regulations contained in Schedule "A" to the By-Laws, the following have been duly promulgated by the Board of Managers:

27. No person shall interfere with the superintendent, porters, managing agent, or any other employee, agent or contractor of the Condominium in the performance of their duties.

28. Radio, electronic or other equipment that interferes with TV or radio reception in other Units shall not be operated.

29. Except on designated bulletin boards, no signs or notices are to be placed on halls, walls, doorways and elevators without the prior consent of the Board of Managers.

30. There shall be no congregating or loitering in the halls, lobbies or other common areas except as otherwise expressly provided for in these rules and regulations or by the Board of Managers.

31. Children may not play in the halls, lobbies, common rooms, stairways, or other common areas not specifically designated for that purpose.

32. There is to be no bicycle riding within the buildings or on the lawns. Bicycles are to be walked to and from their storage areas.

33. No Condominium keys are to be distributed to non-residents.

34. There shall be no litter or garbage deposited in the common areas other than in the proper receptacles provided for in the designated refuse rooms.

35. Litter, spillage or animal waste shall be immediately cleaned up by the Unit Owner or resident.

36. No unit owner or resident shall deface, damage, or abuse any common property, or violate any By-Law, rule or regulation of the Condominium. Unit owners and/or residents shall be liable for all damages caused to the common property and any charges arising out of breach of the By-Laws, or rules and regulations, by the Unit Owner, his family,

guests, agents, servants and employees. Such damages and/or charges, when ascertained; shall be deemed common charges and added to the monthly bill of the Unit Owner.

37. All storage is to be kept within the assigned storage closets. Objects found outside of said closets may be removed by the Condominium without prior notice and all removal costs incurred shall be paid by the Unit Owner who wrongfully placed them there.

38. No highly flammable, combustible or explosive fluid, chemical or substance is to be kept in the storage rooms.

39. No owner may maintain more than one storage closet without the permission of the Board of Managers. Violation of this regulation may result in confiscation, upon reasonable notice, of the contents of the unassigned closet.

40. Bicycles must be stored in accordance with local law and as directed by the Board of Managers.

41. All Unit Owners and residents may be held responsible, financially or otherwise, for the conduct and actions of their guests or invitees while on Condominium property and for compliance by said guests or invitees with all By-Laws and rules and regulations of the Condominium.

42. No person may park anywhere on Condominium property, except in his assigned spot and no more than one car may be parked in any one spot.

43. There shall be no parking of unregistered vehicles on the property without the prior permission of the Board of Managers.

44. No Unit is to maintain more than one parking spot without the prior permission of the Board of Managers.

45. Speed limit on the property shall not exceed 5 mph.

46. No parking spot may be rented to a person other than a unit owner.

47. Unlicensed motor vehicles (e.g. mini-bikes and snowmobiles) are prohibited from operation on Condominium property.

48. There shall be no vending or soliciting on the property without prior permission of the Board of Managers.

49. No person shall engage in any activity (e.g. ball playing, games, bicycle riding, etc.) which might cause damage to the lawns, trees, bushes, hedges or newly planted or seeded areas.

50. There shall be no landscaping, planting or outdoor decorations without prior permission of the Board of Managers or their designee.

51. No person may fence off or designate any common property for any owner's exclusive use.

52. Pets shall be curbed on city streets.

53. Pets must be kept on a leash at all times while in common areas.

54. Pets are prohibited from the lawns, pool, playground and sand box areas and owners will be responsible for all damages their pets create.

55. Use by Unit Owners of the outdoor water spigots is expressly forbidden.

56. Equipment within the playground area is limited to use by children under ten years of age. Such equipment is to be used for the intended purpose only and not to be abused.

57. At no time shall a person enter the pool area when the lifeguard is not on duty.

58. No rocks or other objects are to be thrown into the pool or pool areas.

59. Additional pool rules shall be published separately each year.

60. The Board of Managers reserves the right to rescind or change any of the aforesaid rules and regulations and to promulgate such other rules and regulations from time to time as may be deemed necessary. Non-adherence to any of these rules and regulations or to

any of the By-Laws shall constitute a violation by the Unit Owner of a substantial obligation of his occupancy and ownership and said Unit Owner shall thereupon be liable for payment of any damages incurred or other charges assessed. The minimum administrative charge for any such violation shall be five (\$5.00) Dollars. Should attorneys' fees or other legal or administrative expenses be incurred in the enforcement of the rules or regulations or By-Laws, said expenses shall be payable by the offending or responsible Unit Owner.

61. There shall be an administrative charge of five (\$5.00) Dollars for late payment of common charges, fees, assessments or payments of any kind whatsoever owed by a Unit Owner to the Condominium. Obligations to the Condominium are due no later than the first day of the month following the date they are incurred.

62. All officers, members of the Board of Managers, employees and other designated agents of the Condominium are empowered to enforce its rules and regulations.

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