



200 Delaware Residential Condominium
200 Delaware Avenue
Buffalo, NY 14202

CONDOMINIUM RULES AND REGULATIONS

Section 1. Power to Adopt and Amend. In addition to the other provisions of these Bylaws, the Rules and Regulations set forth herein together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents occupants thereof.

Section 2. Rules and Regulations.

(a) All Units shall be used for single family residence..

(b) 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 become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owners shall make or permit any disturbing noises in his individual Unit by himself, his family, servants, employees, agents, visitors, guests and lessees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

Nothing shall be done or kept in any Unit or in the Common Elements that will in the opinion of the Board increase the rate of insurance on that portion of the Condominium Property insured by the Association 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 in the opinion of the Board may result in cancellation of any such insurance or which would be in violation of any law. No waste shall be permitted in the Common Elements except where provision is made.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner. Nothing shall be altered or constructed in or removed from the Common Elements except upon written consent of the Board of Managers.

(d) Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

(e) Every Unit Owner must perform promptly all maintenance and repair work to his own Unit which, if omitted, would affect the Condominium in its entirety or in a part thereof belonging to other Unit Owners or the Building, he being expressly responsible for the damages and liabilities that his failure to do so may cause. All the repairs to internal installations of the Unit located in and servicing only that Unit, shall be at that Unit Owner's expense.

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 there from or from the doors, windows, or balconies thereof, any dirt or other substance.

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 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 or serving such Unit.

(f) A Unit Owner shall not make structural modifications to the Unit or other alterations which would impair the structural soundness of the Unit and/or the building in which it is located without the written consent of the Master Condominium Board of Managers. Consent may be requested through the management agent, if any, or through the President of the Board of Managers if not management agent is employed.

(g) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Unit Owner on any part of the outside of the Building, hung from windows or placed on window sills or otherwise displayed, without the prior written consent of the Board of Managers.

(h) The hanging of garments, rugs, lights, or any other objects from the windows, balconies, or from any of the buildings or to string clothes lines on or over the Common Elements is prohibited.

(i) No fence or gate shall be erected in the Condominium without the prior written consent of the Board of Managers.

(j) No television radio antenna satellite, or other type of receiver shall be erected on the exterior of Units or the Common Elements without the prior written consent of the Board of Managers.

(k) No Unit Owner shall move, remove, add or otherwise change the landscaping in the Condominium.

(l) No Unit Owner shall paint the exterior surfaces of the windows, walls, or doors opening out of his Unit. No Unit Owner shall apply any material to the glass curtain wall of the Building.

(m) No person shall park a vehicle or otherwise obstruct any roadway or sidewalk of the Condominium nor shall baby carriages, strollers, velocipedes or bicycles be allowed to stand on sidewalks, entrance ways, driveways or other Common Elements of the Condominium.

(n) No repair of motor vehicles shall be made in the Garage or on the surface parking, driveways or open areas of the Condominium, nor shall such areas be used for storage or long term parking of any automobile, boat, trailer of any kind, camper, snowmobiles, bus, truck or commercial vehicle. In addition, any such parking shall be subject to any restriction due to zoning or local ordinance requirements.

(o) Pet Policy

Unit Owner must complete a Pet Application Form before occupying the Unit. If the pet is a dog or a cat, a current photograph should be attached. The Board of Managers will present a copy of the House Policies to the Unit Owner for review and signature.

Except with the permission of the Board of Managers, no Unit Owner may keep more than two (2) domestic animals within the Unit. For the purpose hereof, the term domestic animal shall refer exclusively to dogs, cats, and birds. Maximum weight allowance per animal is 40 lbs.

Restrictions

Pets shall not be kept, bred, or used for any commercial purpose. All pets must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.

Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Resident dog caregivers in transit may take their pet out of the building only by way of the lobby. Pets shall be exercised in pet exercise areas specifically designated for their use.

Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in designated areas only. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged.

Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.

No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:

- a. Pets whose unruly behavior causes personal injury or property damage.
- b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one (1) hour or more to the disturbance of any person at any time of day or night.
- c. Pets in common areas that are not under the complete physical control of a responsible human companion and on a handheld leash of no more than six feet in length or in a pet carrier.
- d. Pets who relieve themselves on walls or floors of common areas.
- e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- f. Pets who are conspicuously unclean or parasite infested.

Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their Units. Furthermore, nothing herein shall hinder full access to the Units and the common areas by individuals with disabilities.

Feeding or otherwise caring for stray animals is prohibited. Stray or injured animals shall be reported to the local animal control authority to be picked up.

Residents are responsible for the pets of guests who visit their Unit; such pets are subject to the same restrictions as resident pets. Not pet(s) of guests can stay in the Unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the resident manager.

Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).

Enforcement

Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Board of Managers. If the Board is in agreement with such complaint, the pet caregiver will receive written notice of the violation.

If upon the second violation the problem is still unresolved, arrangements will be made for a hearing. (At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof). The Board of Managers may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the housing community and its residents.

If so determined, the pet caregiver will have 15 days to remove the pet from the premises. The Board of Managers also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

(p) Complaints regarding the management of the Common Elements or regarding actions of other Unit Owners shall be made in writing to the Board of Managers.

(q) The Board of Managers, its Facility Manager, its workmen, contractors, or agents shall have the right of access to any Unit at any reasonable hour of the day for the purposes of making inspections, repairs, replacement or improvement or to remedy and condition which would result in damage to other portions of the building or for any purpose permitted under the terms of the Declaration or the Bylaws or the Declarations, Bylaws, Rules and Regulations of the Master Condominium. Except in case of emergency, entry will be made by prearrangement with the Unit Owner. In the event the Board of Managers finds that there are vermin, insects or other pests, it may take such measures, as it deems necessary to control or exterminate same.

(r) No Unit Owner shall use or permit to be brought into a Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board of Managers.

(s) All rubbish, trash, and garbage must be bagged and tied securely before depositing into the Trash Chute.

(t) (Residential Only) Contractors will be allowed on the property Monday through Friday, 8:15 a.m. to 4:45 p.m. Saturday work requires written approval, from Board President. Contractors are explicitly denied access on Sunday. Unit Owners and Lessees must abide by the Contractors Rules. Contractor Rules are to be obtained by the Unit Owners or Lessees from the Facility Manager prior to hiring contractors for their individual Unit jobs. . Contractors must register with the Facility Manager upon arrival and departure each day. Housekeepers and other service providers who are given a key to Owner/Lessee's Units or who have Owners present during their stay will not be required to check-in.

(u) (Residential Only) Move-in/Move-out shall be accomplished Monday through Friday 8:15 a.m. to 4:45 p.m. after written Notice to Vacate is submitted to the Facility manager at least seven days in advance of the move.