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TO ALL UNIT OWNERS

The Board has been asked on numerous occasions to provide unit owners with guidance on the issue of the division of responsibility between the individual unit owners and the Condominium Association for various types of repairs, refurbishments and replacements. To provide such assistance, the Board met with Edgemont's attorneys, Keane & Beane, P.C. in late July 2004. This circular is the result of our attorneys' recommendations and has been approved by them.

The determination of the division of responsibility between individual unit owners and the Condominium Association is set forth in the Offering Plan for Edgemont at Tarrytown Condominium. This document includes the Offering Plan itself and a number of Exhibits, including Exhibit "1" (Purchase Agreement), Exhibit "3" (By Laws), Exhibit "4" (Unit Deed), Exhibit "5" (Power of Attorney), Exhibit "6" (Description of the Units, Common Elements and Facilities) and the First Amendment to the Offering Plan, dated November 3, 1974. The relevant Exhibits, the Offering Plan itself, By Laws and the Description of the Common Elements are numbered consecutively as part of the Offering Plan and will be referred to in this letter by these page numbers.

In general terms, the Condominium Association (the "Association") is responsible for the "Common Elements," generally defined as those serving more than one (1) unit. These are defined at various places in the Offering Plan. On page 10 of the Offering Plan, Common Elements are defined as follows:

Generally speaking the Common Elements consist of all parts of the Property except for the interior portions of the Units.

Common Elements are defined more specifically on pages 84 and 85 of the Offering Plan (the "Purchase Agreement"). In addition to obvious things such as the land, recreation facilities, foundations and outer walls, they are defined to include the following:

All central and appurtenant installations for services such as heat, power, light, television, telephone, hot and cold water, including all pipes, ducts, wires, cables and conduits used in connection therewith (whether located in the Common Areas or in Units);

All sewage and drainage pipes and facilities;

The terms "central and appurtenant installations" refer to wires, pipes, etc. that serve more than one unit and are not exclusively for the use of the unit in which they are located. Thus, heat/airconditioning or dryer ducts would not be considered Common Elements nor would plumbing fixtures located in the individual units.

Article VII of the By Laws, Section 9, defines generally the responsibility of Unit Owners for maintenance and repairs. Section 9 specifically states (pages 135-36 of the Offering Plan):

Section 9. *Maintenance and Repairs.* All maintenance, repairs and replacements in or to any Unit (other than any Common Elements contained therein, unless caused by the negligence, misuse or neglect of the Owner of such Unit) whether structural or non-structural, ordinary or extraordinary, including, without limitation, maintenance, repair, replacement of the interior side of the entrance doors and all other doors within a Unit and the electrical plumbing, heating and air conditioning fixtures (other than those located in or behind the walls), if any, within the Unit, or belong to the Unit Owner, shall be performed by the Unit Owner at his sole cost and expense, except as otherwise expressly provided to the contrary herein. A Unit Owner shall be responsible for washing the windows of his Unit and the maintenance and repair of the interior side of the windows (except broken windows shall be replaced by the Board of Managers, unless caused by the negligence, misuse or neglect of a Unit Owner, in which case the cost and expense of replacing same shall be borne entirely by such Unit Owner).

All maintenance, repairs and replacements in or to the Common Elements (except as otherwise provided in Section 10 of Article VI, with respect to those Common Elements exclusively enjoyed by a Unit), whether located inside or outside of the Units, and the painting and decorating of the exterior of entrance doors and exterior window sashes, and the replacement of broken windows, shall be performed by the Board of Managers except to the extent that same are necessitated by the negligence, misuse and neglect of a Unit Owner, in which case such cost and expense shall be charged to such Unit Owner..

Section 10. *Balconies, Patios and Parking and Garage Spaces.* The balcony or patio (including the enclosed storage area thereon) to which there is sole access from the interior of a Unit, and the out-door parking space or garage space attributable to such Unit, shall be the exclusive use of the owner of such Unit. Such balcony or patio (including the enclosed storage area thereon) and garage space shall be kept free and clear of snow, ice and any other undue accumulation of water or debris by the Unit Owner of such Unit at his expense, who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs in, to or with respect to such balcony or patio (including the enclosed storage area thereon) and outdoor parking space or garage space shall be made by the Board of Managers and charged to all the Unit Owners as a common expense.

Under these definitions, a blocked pipe in a Unit that has to be cleared because of dental floss buildup will be charged to the unit owner concerned. Equally, unit owners are responsible for cleaning their patios/decks.

Finally, Part I, Repairs, Alterations and Improvements to Units (page 35 of the Offering Plan) reads in part:

All **painting, decorating**, maintenance, repairs and **replacements** in or to any Unit, whether structural or non-structural, ordinary or extraordinary, other than to the Common elements contained therein, including the interior side of entrance doors and all other doors within a Unit, and the electrical, plumbing, heating and air-conditioning **fixtures** (other than those located in or behind walls), if any, within the Unit or belonging to the Unit Owner, shall be made by the owner of such Unit, at such Unit Owner's expense, except as otherwise provided herein...". (emphasis added).

Decoration is the responsibility of the Unit Owner, which means that following a leak, the condo will repair the wall and prime the stain but painting is a unit owner's expense and should be covered by homeowner's insurance. Equally, the condo is not responsible for **fixtures**. This might seem obvious but, for example, the shower body

(the part inside the wall but attached to the showerhead) is considered a fixture, as are wall sockets and switches. And once items such as carpets and windows have been **replaced**, the condo is no longer responsible for damage to them.

The By Laws authorize the Board of Managers of the Association to interpret the Offering Plan and establish policy in determining whether a particular repair is the responsibility of the Unit Owner or the Association.

We trust the above will clarify to some extent the division of responsibility between condo and unit owner as viewed by this Board. Obviously, it is impossible to cover every eventuality and therefore each case will continue to be decided on its merits.

Board of Managers
September 20, 2004

XV. Common Elements

The following is an excerpt from a letter from our attorneys:

"Concerning your question with regard to the definition of common elements, the Condominium declaration specifies that a unit is generally that area bounded by the unexposed faces of sheetrock on the walls and ceiling and the unexposed face of sub-flooring on the floor.

"Doors and windows opening from a unit are specified as part of a unit. Installation for services including pipes, ducts, wires, cables and conduits that service more than one unit are considered common elements, even if they are located within a unit.

"Outside walls and all partitions located outside unit boundaries are common elements.

"Although the declaration defines doors and windows opening from a unit to be part of a unit, Article VI, Section 9 of the Bylaws states that replacement of broken windows are a common expense unless the fault of a unit owner, and painting and decorating the exterior entrance doors are a common expense. As we see no conflict with the declaration, this provision applies."

In his review of the Prospectus regarding common elements our attorney also determined the following:

Doors and door hardware including locks, are the responsibility of the unit owner, not the Condominium. The Board can require that doors continue to be equipped with the Sargent Keso locks, so that entry for needed repairs and maintenance can be effected. However, maintenance of the locks and replacement of broken locks will hereafter be the obligation of each unit owner.

Any alteration, modification or addition to or affecting the common elements, is subject to the approval of the Board of Managers. Requests should be in writing submitted to the Condo office. Remember that attics and garages are common elements. Therefore, electrical fixtures with wire running through the attic space, attic fans, garage partitions or closets, and similar alterations, are considered alterations of common areas just as planting or putting anything outside your unit. Even though many additions of this nature are routine, it is important, for your own protection, that you seek official approval on any alteration no matter how many units have already done it or how trivial it may seem.