

House Rules and Regulations for Patio Villas Condominium

The following **rules and regulations** shall govern the use of the homes, all common areas and the conduct of all homeowners and their guests, tenants, employees and pets:

1. RESIDENTIAL USE ONLY

All homes shall be used for residential purposes only. No business may be operated on the premise, or from the homes, including real estate brokerage, sales or development.

2. NO NUISANCES

a. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which would be illegal, disturbing or a source of annoyance to other residents, or which interferes with the peaceful possession and proper use of the property by its residents, or in such a way as to be injurious to the reputation of the Condominium.

b. The rear yard and side yard for end Units are for the restricted and exclusive use of each Unit's residents. Therefore, courtesy to your neighbor's privacy is expected. Guests, children, or pets should not be allowed to traverse, bike or run around these grounds.

3. NO OBSTRUCTIONS

The common elements shall not be obstructed, littered, defaced or misused.

4. LIABILITY FOR DAMAGE

Every Homeowner shall be liable for all damage to the common elements and the property of the Condominium, which shall be caused by said homeowner or such other person for whose conduct he/she is legally responsible.

5. MAINTENANCE OF RESTRICTED AREAS/DECKS

The homes and area restricted to the homeowner's use shall be maintained in good repair and overall appearance. REAR DECKING is a restricted area, therefore the responsibility of the Homeowner to maintain, and/or replace.

6. MAINTENANCE AND REPAIR OF UNITS

Every Homeowner must perform promptly all maintenance and repair work to his/her own home which, if omitted, would affect the community in its entirety or in a part belonging to other homeowners, or the building of which his/her home forms a part, he/she being expressly responsible for the damages and liabilities that his/her failure to do so may endanger.

7. HOMEOWNER'S EXPENSE FOR UNIT INTERIORS

All repairs and maintenance to internal installations of the home located in and servicing only that home, such as telephone, cable/internet, electric and plumbing shall be at the homeowner's expense.

8. NO PAINTING OF UNIT EXTERIORS

No Homeowner shall paint the exterior of the building or surfaces of the windows, walls or doors opening out of his/her home. Windows and doors cannot be replaced without written Board approval.

9. NO EXTERIOR ALTERATIONS

A Homeowner may not make any alterations to the exterior of the home or any part of the common elements, nor may any structure be built on any portion of the common elements or restricted common elements. No alterations to the inside of the home that would impair the structural soundness of the building may be made without the written consent of the Board. Satellite dishes are prohibited.

10. NO SIGNAGE

No resident of the community shall post nor permit to be posted any advertisement, poster or sign of any kind in or on the community whether on the unit, on restricted use property, or on common elements.

11. NO HANGING OF GARMENTS/TOWELS

a. It is prohibited to hang garments, rugs, etc. from the windows or from any of the buildings or to string clothes lines on or over the common elements, i.e. fences (including the restricted areas) or to use any of the elements for storage purposes.

b. No window air conditioners, fans or the like are to be placed in windows or other openings in the front or side of Units.

12. NO CAMPERS, BOATS & PODS

No tents, motor coaches, PODS, campers, boats, or personal water crafts are permitted on any portion of the common areas or restricted use property (such as driveways). The temporary placement of dumpsters must be requested in writing.

13. NO ALTERATION OF WALLS, FENCES OR PATIOS

No existing wall, fencing or patio may be altered, nor fence, gate, patio or awning erected in the community without the prior written consent of the Board.

14. NO COMMERCIAL VEHICLES OR GOLF CARTS

Commercial license plate vehicles may not be parked on any portion of the properties (including the parking spots allocated to each home) for a period more than six (6) hours. Commercial Vehicles are prohibited Memorial Day through Labor Day apart from Emergency Repairs. Golf carts are expressly prohibited from use on the property.

15. NO REPAIR OR STORAGE OF MOTOR VEHICLES OR WATERCRAFT

No repair of motor vehicles shall be made on any of the roadways, parking areas or other common areas of the Condominium. No parking or storage of any boat, motor coach, trailer, camper, bus, truck, motorcycle, motor scooter or commercial vehicle. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirements. **(Storage & parking means any overnight period of one day or more)**

16. LIMITED USE OF CERTAIN EQUIPMENT/CONTRACTING

a. No mechanical or electrical equipment of any type shall be operated on the property without the prior consent of the Board.

b. Units having contracting, or service work done are restricted from working on Sundays year-round and weekends or any Holidays from Memorial Day through Labor Day.

c. Renovation and construction work is discouraged from June 21 (start of summer) through Labor Day – to provide quiet and peaceful enjoyment by neighbors.

d. Any off-season weekend work shall commence no earlier than 8 am and end by 4 pm.

17. SPEED LIMIT:

THE SPEED LIMIT WITHIN THE COMMUNITY IS 10 M.P.H.

18. NO USE OF MOTORIZED VEHICLES FOR RECREATIONAL USE

Vehicles shall be operated on the property only for entering or leaving. Recreational use of motorized vehicles, such as motor scooters, motorcycles or the like, is strictly prohibited anywhere within the Condominium grounds.

19. NO VEHICLES ON GRASS AND BERM AREAS

Use of any vehicles on any part of common grounds other than roads is strictly prohibited.

20. BOARD PERMISSION FOR OTHER VEHICLE PARKING

Passenger vehicles only shall be parked on the common elements, except where permission of the Board has been obtained.

21. PARKING

Homeowners, their guests, and tenants must use only the assigned parking spots of each unit, which is the respective driveway belonging to the Unit, or the designated "guest parking" areas. Additional vehicles whether belonging to homeowner or guests, or tenants must be parked outside of the Condominium complex. If you are planning a party or other social event, it is your obligation to assure that your guests park properly. **SUGGESTION:** Ask your neighbors for permission to use their parking spots, if they will not be using them, or park on Depot Road.

IMPROPERLY - ILLEGALLY PARKED VEHICLES: IMMEDIATE TOWING

Any improperly/illegally parked vehicle blocking (wholly or partially) any route of ingress or egress shall be immediately towed. Any towing/or storage charges and fees shall be the responsibility of the vehicle owner.

TOWING UPON NOTICE

Other improperly/illegally parked vehicles shall be towed after written notification has been given to the vehicle owner of the intent to tow. Any towing and/or storage charges and fees shall be the responsibility of the vehicle owner. Notification for the purpose of this paragraph shall be defined as notice in writing to be placed on the vehicle in violation. If the vehicle in violation has not been moved within 24 hours from the time of notification it will be towed under this Rule.

22. STORAGE OF DECK FURNITURE/EQUIPMENT

Personal property of owners must be stored within the unit or on rear deck. Lawn furniture is allowed only in back of each unit on decks. All leisure equipment, such as bicycles, toys, kiddie pools, sporting equipment, etc., not in use, must be stored within the units or on rear deck **(NOT ON COMMON GROUNDS)**; any such equipment is not permitted to remain on common grounds overnight, or when not in use. At the end of the season, lawn furniture should be stored inside, or whatever is left on deck, properly secured for non-use months.

23. NO BALL PLAYING

Apart from the swimming pool, sports activities of any type, such as hitting of golf balls, playing baseball/football/soccer or the like, are strictly prohibited on common grounds. Further, ball playing is not permitted on the walkways, driveways, parking areas, front of units, side, or rear, of units nor in any space of such limited area that resident's building or person might be disturbed, or that such activity might be considered a nuisance or hindrance. Hitting objects, such as tennis balls against garage doors or any other part of the building is prohibited, as it causes damage to the structure.

24. PLANTINGS

a. Any permanent planting on common grounds (around perimeter of unit or rear yard area) must be approved by the Board. Any form of vegetation is not allowed to be grown on the grounds or kept on the decks or porch areas.

b. The rear yard area is a "limited restricted" use area for each Unit and therefore the cost responsibility of that Unit should planting be desired (inclusive of cleanup, weeding, planting and upkeep)

c. Any homeowner, who has planted in the rear yard area or within the perimeter of their unit, is responsible for the maintenance, clean-up and tidy appearance of said planting. **This includes responsibility for the planting of any prior owner.** The trimming, clearing and/or removal of plant dieback or overgrown vegetation must be completed and discarded at the end of fall, latest November, and again in spring, by mid-April.

Non-compliance on the part of the unit owner of such maintenance will cause certain additional landscaper costs to be charged directly to unit owner if done by Homeowners Association's landscaping crew.

d. Siding/exterior walls must be kept clear of overgrowth and vines/ivy. These plant material may not grow on the buildings themselves.

25. PETS

No animals of any kind shall be raised, bred or kept in any Unit or in common elements, except household pets (a dog or cat), provided that it is not maintained for any commercial purposes.

All dogs must be on a leash when outside the owner's Unit and may not be left unattended; such as tied to a tree, fence or left on front porch, or left to roam on lawn areas. Dogs must be walked in areas off the common grounds, keeping them off the lawn. Owners and guests must clean up after their pets in all areas. Repair to common elements resulting from the damage incurred by a pet's feces or urine, will be charged to the Unit owner, including damage to restricted yard and front porch areas. Renters/Tenants are not permitted to have pets of any kind on premises.

As indicated in House Rule #29 herein, violators will be subject to a \$50.00 fine for each violation.

26. GARBAGE

The common areas shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be altered, obstructed, defaced, marred or misused. Trash must be placed inside sealed containers, or heavy duty, 3 mil thick plastic trash bags and placed in the driveway the morning of pick up by the carting company. No trash in paper or flimsy plastic bags are to be left out for pick up. Empty containers are to be placed inside the Unit, not to be left in porch area or in front of garage doors. This is an individual Homeowner's, or his/her tenant's responsibility.

27. SWIMMING POOL

a. The pool will be open for use by homeowners and their guests, and tenants from Memorial Day through Labor Day, weather permitting with exceptions subject to Board approval.

b. A Homeowner must accompany any and all guests at all times.

c. No person is permitted to enter the pool area when gates are locked.

d. Patio Villas Condominium is exempt from "Bather Supervision" by the Suffolk County Health Department. Swimming is at your own risk. Pool rules are posted and must be obeyed. Violators will be banned from pool usage.

e. Children, under twelve (12) years of age must be accompanied by an adult and be under their supervision while at the pool area at ALL TIMES. Infants must wear leak proof diapers/swimwear and are required to wear certified life preservers.

f. No person having an open sore, cut or communicable disease may enter the pool.

g. Bathers are requested to shower before entering the pool.

h. The following shall be strictly **prohibited** in the pool area.

i. Pets or animals of any kind

ii. Glassware

iii. Food

iv. Radios or other music components which can be overheard by other bathers

v. Live electrical wires of any kind

vi. Rafts, floatation devices, frisbees, footballs, tennis balls or other sporting equipment

vii. Removal of chairs, lounges or other equipment which is the property of the Condominium

viii. Littering

ix. DIVING or jumping into the pool

x. Running, horseplay and loud noises

i. ALL persons using the pool facilities are required to obey ALL pool rules designed for their safety. Swimming is at an individual's own risk.

j. The certified pool operator i.e. the managing agent or other party designated by the Board, has complete and final authority to revoke pool use for violation of pool rules in accordance with the Rules stated herein.

WARNING:

THE VIOLATION OF HOUSE RULE #26 WITH RESPECT TO POOL USAGE BY A UNIT OWNER, TENANT, OR GUEST WILL RESULT IN A FORMAL WARNING BEING ISSUED TO THE OWNER OF THE UNIT IN QUESTION. SECOND AND SUBSEQUENT VIOLATIONS OF THESE RULES BY PERSONS USING THE POOL FROM A UNIT THAT HAD PREVIOUSLY RECEIVED A FORMAL WARNING WILL RESULT IN:

(1) A \$100.00 FINE ASSESSED AGAINST COMMON CHARGE ACCOUNT

(2) TWO (2) WEEKS SUSPENSION FROM USE OF POOL FACILITIES BY THE INDIVIDUAL(S) RESPONSIBLE FOR THE VIOLATION.

Notwithstanding House Rule #29, the serious nature of the consequences of violating any part of House Rule #26 (i.e. injury or death) has merited a larger fine and suspension of pool use.

28. LEASING

a. A Unit may be leased by its owner provided he/she is not in arrears on the common charges or other assessment against his/her Unit. However, no Unit may be leased unless said lease complies with the By-Laws. Any lease in violation of these House Rules shall be voided.

b. Leasing Units shall be for residential purposes only. No form of business can be operated on the premises or in the unit.

c. Leases and occupancies shall conform to all zoning and other local laws, ordinances and regulations.

d. Homeowners are prohibited from leasing Units for a period of less than (30) thirty days.

e. Units may be leased for year-round or summer season (winter season rentals are not allowed). **A UNIT OWNER MAY NOT RENT THEIR UNIT MORE THAN ONCE IN ANY TWELVE CONSECUTIVE MONTH PERIOD.**

f. No Group Rentals

g. **Sub-Lets are Strictly Prohibited**

h. Lessees are not permitted to maintain dogs or other pets in the leased Unit or in the common areas.

i. These House Rules and Regulations shall govern a lessee. The Homeowner shall be responsible for informing the lessee of such Rules and Regulations, and a copy of same shall be given by Homeowner to the lessee. In addition, thereto, lessee will be required to acknowledge in writing that they have read these Rules and Regulations and agree to abide by them.

j. The Homeowner shall be responsible for the acts of its lessees; any fines or penalties resulting from a violation of the House Rules shall be assessed against the Unit and shall be paid by the unit owner.

k. Owners must notify the Board of their intent to rent, through Management Agent. To ensure tenants are fully knowledgeable of the condominium rules, prospective tenants are to be met and interviewed by Management and/or a select committee of the Board prior to lease commencement.

l. Any owner leasing a Unit must file with Management, both a rental application for Board approval and a copy of the proposed lease with the application fee in the amount of \$500.

m. Tenants/Renters are not permitted to have pets of any kind.

Rental applications are to include the following information:

1. A listing of prospective residents

2. A copy of the driver's license of the prospective lessee and all prospective residents seventeen (17) years of age and older

3. A copy of the unit owner's homeowner's insurance policy evidencing that sufficient coverage of building, contents liability exists or a copy of the tenant/renter's policy with comparable coverage

4. A copy of the approved Summer Rental Application from the Village of Westhampton Beach

29. PENALTY/FINES FOR MOST HOUSE RULE VIOLATIONS

Violation of any of the House Rules and Regulations specified herein are subject to the following penalties/fines:

a. First notice of violation will be in the form of a warning and will be sent to the unit owner in writing.

b. Second and subsequent violations of the same House Rules are subject to \$50.00 (Fifty) dollars fine, per occurrence.

c. All complaints concerning violations of the Rules by Unit owners must be submitted in writing by the complaining Unit owner to Management. Telephone complaints require written confirmation prior to the review of the complaint.

d. Fines imposed for House Rule violations become a part of the next due common charge statement and are payable in full with the common charge due with that statement.

e. Failure by a unit owner to pay fines assessed against his/her Unit will result in legal action to collect. All costs of the Board in pursuing collection of any outstanding sums and interest on the delinquent amount are to be paid by the Unit owner.

f. Monthly Common Charges and Assessment Payments are due by the 15th of each month. Payments not received by the 15th are subject to a \$50.00/mo late fee for each month an unpaid balance remains on the Unit account.

30. RESALES

The Board reserves the right to meet prospective buyers prior to a resale. The Board will use this opportunity to familiarize prospective new owners with the Condominium Rules and Regulations, the Board, and the Management Agent and the day-today workings of the community. A capitalization fee in the amount of \$500.00 is due upon closing on the sale of a unit, payable by the purchaser to Patio Villas Condominium.

31. PROPANE FUELED BARBECUES:

On the advice of the Condominium's insurance carrier of our blanket casualty insurance policy the following is to be complied with by all Units: "to ensure reducing any hazards and/or exposure which can lead to a potential claim, it is necessary to maintain all propane fueled barbecue units at least 10 feet away from any structure." (It is suggested that the barbecue grill be placed at the far edge of your rear decks) This Rule is considered necessary for the Board to maintain continued coverage of the Condominium insurance policy. Non-compliance may result in cancellation or non-renewal of the policy.

32. NO FIRE PITS

Fire pits or similar devices are prohibited in Patio Villas and are not to be used on lawn or decks or any other area, as sparks can cause a potential fire.

33. NO FEEDING WILD ANIMALS/FERAL CATS

No resident of the community shall feed any wild animals such as deer, squirrels, feral cats as such action increases the attraction of other unwanted nuisance wildlife such as raccoons, opossums, or woodchucks. Birdfeeders are discouraged and must be squirrel proof.

34. FIREPLACES

Fireplaces and chimneys are for restricted use of the Unit owner. As such, a Unit owner's responsibility to maintain, service, repair and/or replace.

35. SKYLIGHTS, WINDOWS, DOORS, SCREENS

Skylights, windows, doors, window screens, and screen doors are the responsibility of Unit owners to maintain, repair or replace. Replacement must be kept in line with the integrity of existing or similar style.

36. AWNINGS/CANOPIES

Before adding or changing a stationary or roll-up awning/canopy, specifications as to type, size, and color must be submitted to the Board for approval.

37. GUEST PARKING AREAS

The guest parking areas throughout the community are to be reserved for "guest" use. Too often, Unit owners have claimed these parking spots as their own, out of convenience for leaving their designated driveway clear. This is an unfair practice, especially during the busy summer months, when there is full capacity in the community and parking is limited. The guest parking spaces are to be available for guests and visitors, not used as a permanent parking spot for Unit owners.