

House Rules and Polices
Revised 2017
Rights and Responsibilities for a Better Community

THE BLUFFS AT BAITING HOLLOW CONDOMINIUM I, INC.

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This special issue of the Bluffs Rules and Regulations is being published with the intent to give present and future homeowners a quick reference to the most common rules and regulations governing the Bluffs Condominium Units (see Bluffs at Baiting Hollow Condominium I offering plan for complete Bylaws and additional House rules). For questions or comments please contact Alan Lebowitz, Bluffs Management Services, at 631-403-4256.

General Responsibilities

Every Homeowner must have Homeowners' Insurance covering interior contents, improvements and liability. *Insuring the contents of all units, (sheetrock in), is a must and is the responsibility of each homeowner. The Bluffs' condominium insurance does not cover any personal property that is damaged in any way under any circumstances. Bluffs' insurance covers only the outside of the building.* All home owners must provide the management company with annual evidence of insurance coverage indicating the Bluff Condo Association as an interested party.

Units shall only be used as residences. Only one family may occupy a unit at any given time.

All Homeowners are liable for the payment of Common Charges and Special Assessments issued by the Board of Managers. Payment of Common Charges is due on the first of each month and must be received by the Management Company not later than the tenth of the month. Any homeowner whose payment is received after the tenth of the month will be charged a late fee of \$50. This charge will be applied to the homeowner's account.

The Management Company must be provided with keys to the units of all Homeowners in case of emergencies.

Homeowners may be subject to fines of \$50 per day for any violation of By-Laws or other House Rules and Policies.

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Peaceful Occupancy

Unit Owners shall not use or permit the use of the premises in any manner that would be disturbing to, or a nuisance to, other Owners. No Unit Owner shall make, cause, or permit any unusual, disturbing or objectionable noises and/or odors.

Eighty percent (80%) of the floor area of each second and third floor unit (excluding kitchen, pantry, bathrooms, closets and foyer) must be covered with rugs, carpet or equally effective noise reducing material. **As of 2014, installation of hard surface flooring in second and third floor units(excluding kitchen, pantry, bathrooms, closets and foyer) is not permitted.**

Garbage must be packed in plastic bags and placed in the dumpster nearest the residents' buildings. Homeowners renovating units must arrange with their contractors for the disposal of discarded and unwanted items.

Any residents discarding large items in the dumpster areas will be charged a removal fee.

Recycling Program

Our recycling bins are now comingled. All homeowners are encouraged to place cardboard, as well as paper, bottles, plastics & can in same bin.

Exteriors and Common Elements

Common areas, including decks, shall not be obstructed, littered, defaced or misused in any manner. Unit owners are liable for any damage to the common areas.

Rear fire exits and staircases must be kept clear and not obstructed in any manner.

Meter rooms must be kept clear for access by the power authority, Cablevision, etc. Gas meters in the rear of all buildings must also be kept clear at all times.

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Common sidewalks and entrances shall not be obstructed or used for any purpose other than ingress and egress from the units. Vehicles shall not be parked in such a manner as to impede ready access to or exit from any building.

Only electric grills are allowed in the general common areas or on decks, patios, etc. of residential units. Gas or charcoal grills will be confiscated and the owner fined. A fire extinguisher should be readily available when the electric grill is in use.

The Condominium is responsible for the maintenance of fire extinguishers on the front entrance balconies and back deck staircases. (Any interior or deck extinguishers are the responsibility of the Unit Owner).

Nothing shall be hung, shaken, or thrown from any window, door, deck, or balcony into the common area. This includes but is not limited to laundry, clothes and towels.

Potted plants and planter boxes on decks (particularly on middle and upper levels) must have controlled drainage to avoid spillage onto the units below. Planter pots, boxes and containers should not be placed on top of any front or rear deck railings. Special brackets to accommodate planters for front and rear deck railings can be installed as long as they are facing inward and over deck areas. Such brackets can be made available and installed by the maintenance staff. Potted planters or wind chimes should not be hung from front or rear deck rafters.

Deck furniture and all other objects on decks must be secured so that in the event of high winds, they will not blow over or off the decks creating a hazard to residents and property beneath

Written requests for any plantings in the common areas must be submitted to the Management Company in advance of any planting, and the requests are subject to the approval of the Board of Managers. **Periodically, the Board of Managers will have to transplant planting materials to avoid overcrowding.**

Bird feeders and bird baths are not permitted.

To prevent backups in kitchen drains and bathroom toilets, **which will cause serious damage to units** below and to the plumbing system, all food from dishes, pots and pans must be removed before being placed in sinks and dishwashers. Toilets must be used for human waste only. **In-sink garbage disposals are not permitted.**

Damage to any common area caused by a Unit Owner, a tenant, occupant or guest, shall be the responsibility of that Unit Owner. Any damage to the common area will be repaired by The Bluffs maintenance staff, and the Unit Owner will be charged for such repair.

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It is the Homeowner's responsibility to notify the Management Company of any known defects or needed repairs in the Common Areas.

In order to respect the privacy of neighbors, residents and guests may not walk behind the buildings.

The Bluffs private beach is for FOX HILL residents only and is accessed through the locked door located at the walkway between Buildings 3 and 4. Climbing over, through or under the fence is strictly prohibited.

Walking near the edges of the bluffs or on the bluff face is strictly prohibited.

Local Department of Environment Conservation regulations protect this part of the property.

Vehicles and Parking

Every unit is assigned one parking spot. Any unnumbered parking spots may be used for a second vehicle or for guest parking. A homeowner shall not occupy more than two parking spaces for his or her own vehicles, and vehicles must display Fox Hill Condominiums sticker on the windshield.

No bicycles, scooters, boats or similar vehicles or toys may be kept in the common areas. Golf carts may be parked briefly in the unit's parking spaces.

Motor homes and trailers are not permitted in the parking areas. Motorcycles, Mobile homes, boats, all-terrain vehicles, buses, plows, tow trucks and vehicles with commercial license plates or company logos may not be parked overnight on the property.

Maintenance and repair work on vehicles are not permitted in the parking lots.

Any uninsured, unregistered and unlicensed vehicles left on the property will be towed at the Homeowner's expense.

Pets

The By-Laws state that dogs, cats, birds or reptiles are not permitted unless expressly approved in writing by the Board of Managers, and highly recommends no more than one pet per household, but they are not, at present, being enforced for Unit Owners. The Board reserves the right to enforce the rules against any pets if they become a nuisance to other Unit Owners or if the provisions or regulations concerning animals are not observed. No animal shall be kept in any unit if it becomes a nuisance to other Unit Owners or if the provisions or regulations concerning animals are not observed.

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All pets in the common areas must be carried or leashed and under the complete control of the owner at all times. The pet's owner is responsible for immediate clean-up of all droppings deposited by the pet, including the sidewalks, parking areas, roadways and any unpaved areas throughout the common areas. "Pet Mitts" are available from dispensers on site for use by pet owners. Pets may not be walked in the grassy areas near the building or on the lawns behind Buildings 3, 4, 5 and 6. When walking pets, any resident who does not immediately remove fecal matters from the premises will be subject to a \$50 violation fine.

Under no circumstances should any pet be allowed on the golf course property.

All pet owners must prevent their pets from making noise that is objectionable to other Homeowners and Tenants. All pet owners must prevent their pets from damaging or destroying property belonging to others or to the Condominium common areas.

Under no circumstances may pets be tied up or left out on decks alone as they are likely to relieve themselves or disturb neighbors.

Repairs, Remodeling, Renovations and Deliveries

Unit owners must contact the Management office and all contractors must submit copies of their contractor's license and proof of liability and workmen's compensation insurance before ANY work can be started- A \$50.00 per day violation may be imposed to the unit owner for non compliance- This includes carpet installations and appliance repairs.

No owner shall make any structural alterations, or additions to his or her unit including exterior color changes. Decks or patios shall not be enclosed, decorated or covered by ceramic tile or by an awning or otherwise altered without the prior written consent of the Board of Managers. Deck enclosures may only be constructed with written approval from the Board of Managers, the execution of a Hold Harmless Agreement, strict adherence to renovation stipulations, proper permits from the Town of Riverhead and filing a copy of the Certificate of Occupancy (CO) with the Management Company for insurance purposes.

Any and all alterations are to be insured under the individual homeowner's insurance policy as extensions of the dwelling coverage, and the maintenance of such will be the responsibility of the Homeowner.

Unit Owners wishing to convert any appliance to natural gas, including fireplaces, water heaters or ranges, must have the prior approval of the Board of Managers and the necessary permits and certificates. Unit Owners are obligated to notify gas authority of the change.

All new clothes dryers (gas or electric) must be installed according to current Town of Riverhead Code.

Unit Owners must inform contractors of the regulation that no construction, repair work or other installation shall be conducted in any Unit except on weekdays (not including national holidays) and

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only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair is necessitated by an emergency. Deliveries of large items, such as, furniture, appliances, etc., must also be delivered between these hours.

Suppliers and contractors must remove all materials being replaced or discarded from the property and dispose of them properly. A contractor doing a major renovation **MUST** utilize a small private dumpster for a period not to exceed ten days, which must be placed in the assigned parking space for that unit.

All repairs to internal electric, water, gas, telephone, cable, and sanitary facilities shall be the responsibility of the Unit Owner.

NO INTERNAL OR EXTERNAL ALTERATIONS (PLUMBING, HEATING, AIR CONDITIONING, FIRE PLACE ALTERATIONS, HOT WATER HEATERS OR TELEVISION EQUIPMENT) ARE PERMITTED TO DISTURB OR IMPACT ANY/ALL ROOFING SURFACES. UNIT OWNERS MUST SUBMIT IN WRITING A REQUEST FOR APPROVAL OF ANY ALTERATIONS, TO THE BOARD OF MANAGERS PRIOR TO ANY ALTERATIONS WHICH MAY IMPACT THE ROOFING SYSTEMS. THE BOARD OF MANAGERS WILL REQUIRE THE HOMEOWNER TO OBTAIN AN APPROVED CONTRACTOR TO COMPLY WITH OUR ROOFING SYSTEM WARRANTIES.

Doors:

All exterior front doors must be white, and Unit Owners shall not replace any exterior door without the prior written consent of the Board of Managers. More specifically:

Front Doors: Must be white and are the responsibility of the Unit Owner.

Rear Utility Doors: Must be natural and are the responsibility of the Unit Owner.

Rear Fire Exit Doors: Must be natural and are the responsibility of the Condominium Association.

Corner Units with Master Bedroom Doors: Must be white and are the responsibilities of the Unit Owner.

Neither exterior glass surfaces nor any windows may be colored or painted.

SATELLITE DISHES ARE NOT PERMITTED.

Homeowners may contract with the Condominium maintenance staff to carry out household repairs, alterations, etc. but work must be on the employee's time (not during regular working hours).

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Homeowners must be aware that such repairs and alterations and any other work are not under any warranty by the Condominium.

Seasonal Responsibilities

Winter thermostats must be set at a minimum of 55 degrees to avoid any freeze-ups.

It is strongly recommended that all Unit Owners have their heating units serviced prior to the onset of the cold winter months to insure that they are in proper working order. **All condensation pipes must have heat tape with a thermostat to avoid a freeze-up.**

Gas and electric service must never be discontinued due to the inherent, potential danger to neighboring units.

Firewood can only be stored on the back deck of the unit (not on rocks adjacent to lower level units or any common areas). It must be elevated at least four inches to prevent nesting by small animals. Delivery trucks may not drive behind the buildings to make deliveries.

When there is a snowstorm warning, residents should move their vehicles to the south side of the parking lot to enable more efficient snow removal from assigned spaces.

Do not leave vehicles in the parking area for an extended period during the winter months. If a vehicle is left on site during the winter months, it should be parked on the south side of the lot to enable snow removal from assigned space

Winterizing recommendations for Homeowners not in Residence

1. Drain Hot water heater and shut off electrical supply
2. Turn off Main Water Supply Valve adjacent to the hot water heater in most units
3. Open cold/Hot water handles on all faucets
4. Change batteries in Thermostat (recommended for all homeowners) at set at a minimum of 55 degrees
5. Change Air filter in heating Unit (recommended for all homeowners)
6. . Install a telephone interactive temperature monitoring system (available on Amazon). This system will place a call to your cell phone in the event the temperature in your unit falls below or rises above pre set levels so that you are advised if there is a failure of the heating system while you are not in residence. You can contact the management office for advice on preferred equipment.

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Renting and Selling

Prior to a Homeowner's renting his/her Unit, Homeowners must contact the Management Company for Homeowner Rental Agreement and Prospective Tenant's Rental Application Package or visit our website at www.thebluffsatfoxhill.com.

- 1.) NOTICE OF OCCUPANCY - The Management company must be notified of the occupancy of anyone other than the unit owner, if they are residing in the unit (without the unit owner present) for a period of longer than 30 days. (This includes family members.)
- 2.) BOTH TENANT AND UNIT OWNER MUST SUBMIT APPLICATION (Available on our Bluffs website)
- 3.) RIGHT OF FIRST REFUSAL - If a unit is to be rented, our By-Laws stipulate that the Board has Right of First Refusal for any tenant. Therefore all applications must be approved first by the Board of Directors.
- 4.) RIVERHEAD TOWN PERMIT REQUIRED - Our House Rules state that the permit must be applied for the unit to be rented, and the certificate must be on file in the Management office
- 5.) LEASING TIME PERIODS- Unit owners are permitted one rental per calendar year. As per the Bluffs By-laws no lease shall be for a term of not less than six months, and no longer than 1 year. A new lease must be approved if the tenant is to stay more than 1 year. Leases may not be amended, modified or extended without the prior written consent of the Board of Directors in each instance. All lease agreements must be on file in the Management office
- 6.) TERMINATION OF LEASE- The Board of Directors shall have the power to terminate such lease and/or bring summary proceedings to evict the tenant in the name of the landlord in the event that the tenant is in violation of the By- laws and/or house rules which includes inspections and the required paperwork be on file in the Management office.
- 7.) OWNERS ARE REQUIRED- To take corrective action against a tenant, up to and including evictions, in case of a violation, and to provide their tenants the homeowners association governing documents and rules as condition of renting. They also must submit a copy of notice that the "Tenant has received copies of, read and understood, and will comply with the HOA's rules and regulations". The required paper work must be filed with the Management office.

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8.) PETS- Under no circumstances are any tenants allowed to harbor any pets or visiting pets.

9.) \$500.00 SECURITY DEPOSIT - This refundable deposit, paid to the Management Company will insure that fines for any violations of the House Rules or By-Laws by the Tenant or the Unit Owner, during the tenant's occupancy, will be covered up to \$500. The unit owner is responsible for all actions of the tenants

10.) SUBLEASING - Subleasing is not permitted

11.) UNIT USAGE - Use of unit is **restricted to single family residential purposes** only

12.) UNIT OWNERS MUST BE IN GOOD STANDING --No unit owner shall be permitted to convey or lease unit unless he/she shall have paid in full to the Management Co. all unpaid Common Charges and Special Assessments heretofore assessed against such unit and shall have satisfied all unpaid liens levied against such unit.

13.) PARKING- Parking spaces for all rentals are limited to two (2) parking spaces only, one numbered space belonging to the unit, and one unmarked space. Secondary cars, those not used as often, should be parked in the numbered spot of the unit. No motorcycles or commercial vehicles are permitted to be parked on the Bluffs premises overnight.

All unit owners that rent their unit temporarily transfer their amenity rights to the renter

ANY PERSISTENT VIOLATION OF THE HOUSE RULES OR DAMAGE TO COMMON AREAS BY A TENANT WILL RESULT IN FINES LEVIED AGAINST THE UNIT OWNER.

“OPEN HOUSE,” “FOR SALE” OR “FOR RENT” signs or balloons must not be displayed in the window of any unit or any vehicle, on the exterior of any building or on the common areas.

In accordance with ARTICLE 7, sections 7.1 and 7.2 of the by-laws for this Community **before any unit can be sold or leased** the “Sale or Lease Agreement” shall contain the following language:

“THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE

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TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 AND 7.3 OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED”

Upon the unit owner’s intension to sell, the Management Company must be contacted and will supply the necessary forms transfer packet as per the By-laws and House rules.

NOTE: IN THE EVENT OF A SALE, THE REQUIRED COMMON CHARGE RELEASE LETTER PROVIDED BY THE MANAGEMENT COMPANY IMMEDIATELY PRIOR TO THE CLOSING DATE WILL NOT BE FORWARDED UNLESS THE ABOVE REQUIREMENTS ARE COMPLIED WITH.

A PHYSICAL INSPECTION OF THE UNIT IMMEDIATELY PRIOR TO CLOSING OF TITLE WILL BE CONDUCTED BY A REPRESENTATIVE OF THE BOARD OF MANAGERS AND/OR THE MANAGEMENT AGENT AT A FEE OF \$75 TO INSURE THAT VIOLATIONS, IF ANY, HAVE BEEN REMEDIED.

Resale/Transfer Fee

Purchasers at The Bluffs will be required to pay a Transfer Fee in an amount equal to two months’ Common Charges payable at closing.

Prior to closing of title, a representative of the Management Company will conduct a physical inspection of the unit to insure that violations, if any, are remedied before title is conveyed. The inspection will include the exterior common areas.

At the time of closing the Seller must transfer to the Purchaser (1) the Prospectus; (2) the Handbook; and (2) the keys to the pool/tennis courts and beach access.

Unit Maintenance

Unit Owners are responsible for maintenance of heat/air conditioners, kitchen appliances, whirlpool baths, smoke alarms, and carbon monoxide detectors as described below. It is the responsibility of homeowners to arrange for periodic cleaning of ducts from clothes dryers. It is also recommended that arrangements be made for periodic cleaning of heating and air conditioning duct work.

Repairs to doors, windows, (**EXCLUDING SKYLIGHTS**), and interior plumbing including furnace condensate pipes are the responsibility of Unit Owners with the exception of main water pipes and drain pipes throughout the buildings.

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When replacing appliances, Unit Owners should retain all installation instructions and operating manuals to eventually pass on to future Owners and Tenants. All new clothes dryers (gas or electric) must be installed according to current Town of Riverhead Code.

The Condominium is responsible for exterior cleaning and chimney service at frequencies to be determined by the Board of Managers. Residents may power wash their decks but must first inform their neighbors to avoid any damage to units below. If a sealant is used, it must be clear.

Heat/Air Conditioning (Gas conversion or original heat pump)

Replace the air filter at least twice a year. Suggested suppliers:

- (1) S&W Anderson Sales, 39 Barrettes Avenue, Holtsville (631-654-1717)
- (2) East Coast Filters, 80 Modular Avenue, Commack (800-544-6390)

These filters must be purchased by the case, due to their unusual size (17 – 1/8 x 17-1/8 x1). For a thorough cleaning of all ducts, contact Cunningham Duct Cleaning Co., Inc, 6 Redington Street, Bay Shore (631-665-6400).

If a Homeowner leaves the unit unoccupied during the winter months, the thermostat must be set at a minimum of 55 degrees. This will prevent water pipes from freezing.

Water Heater and Main Valve

If a Homeowner experiences tank leakage, rust in water or lack of hot water, it may be time to replace the water heater. Many units still have the original builder-installed water heaters, which date form the mid-1980's.

The main water valve is located near the floor in the water heater closet. This valve should be turned off if you leave your unit overnight or for extended periods of time, especially during winter months. In addition, open the sink faucets in the kitchen and bathrooms. You do not need to turn off the valve at the top of your water heater during an extended absence.

Circuit Breakers

The circuit breaker box is located behind the door in the smaller bedroom.

Never turn off the main circuit breakers when away for an extended period of time; however, individual circuit breakers, such as the one for the water heater, may, at the discretion of the Homeowner, be shut off.

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Whirlpool Bath

The water level must be above the jets before turning on. Serious damage to the motor and pump will occur if the tub is run with insufficient water.

To protect against bacterial growth in residual water, pour in 1 ounce of chlorine bleach just before draining. Circulate the water for 2 – 3 minutes, then drain.

Any electrical problems with the whirlpool should be repaired by a licensed electrician.

It is recommended that caulking and the drain gasket on the underside of the tube be replaced periodically to avoid leaking on the units below..

Carbon Monoxide Detector and Smoke Alarm

As a safety precaution each unit should have a carbon monoxide detector and a smoke alarm in working order.

Fireplace Doors

Replacements may be ordered from Marco Manufacturing at 1-800-331-9234. The Serial number is M860050, Model #2084-DWF36F-2. Request door kit 793404. The screen is not included. (Note: Since openings are non-standard, units such as those sold at Home Depot will not fit.)

Andersen Sliding Doors and Windows

Two sources for repair, weather-stripping and replacement:

(1) Riverhead Building Supply Corp., 1093 Pulaski Street, Riverhead, New York.
Phone: 727-3650

(2) Contact the Management Company for in-house assistance

Beach and Beach Access

Homeowners of The Bluffs may access the beach via the locked gate between Buildings 3 and 4. Use of the beach is at the Homeowners' risk.

It is prohibited to secure, kayaks, beach chairs and any recreational equipment onto the Bluffs' beach steps.

The Town of Riverhead strictly prohibits open beach fires.

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No one is permitted to climb or walk on the dunes that slope to the beach. This protected area is governed by the Department of Environmental Conservation and the Town of Riverhead. All residents and guests **must stay off the dunes** and bluffs areas that overlook or adjoin the beach.

ANY UNIT OWNER WHO INSTITUTES ANY ACTION, LEGAL OR OTHERWISE, AGAINST THE CONDOMINIUM, THE BOARD AND OR ANY OF ITS AGENTS, WITHOUT FIRST EXHAUSTING ALL REMEDIES AS PROVIDED IN THE BY-LAWS, INCLUDING BUT NOT LIMITED TO ARTICLE 4, ARTICLE 9, AND ARTICLE 10, SHALL BE RESPONSIBLE FOR ALL FEES AND COSTS INCURRED BY THE CONDOMINIUM, BOARD, OR AGENTS IN DEFENSE OF SUCH ACTION, INCLUSIVE OF ALL LEGAL FEES.

Recreational Areas (Pool Area and Tennis Courts)

Note: Responsibility for maintaining the pool and tennis courts and for establishing the rules for their use lies with The Fox Hill HOA, not with the Board of Managers of the Bluffs at Baiting Hollow, Condominium I. For further information please contact the Joint HOA Homeowners Association

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