

For Informational Purposes only- Contact Management for Official forms

The Bluffs at Baiting Hollow

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This special issue of the Bluffs Rules and Regulations Renter's Edition is being published with the intent to give present and future renter's 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 tenant must have Renter's 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.

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

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 by renter of By-Laws or other House Rules and Policies.

\$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

SUBLEASING - Subleasing is not permitted

Peaceful Occupancy

Renters 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.

Garbage must be packed in plastic bags and placed in the dumpster nearest the residents' buildings. .

Any renters discarding large items that do not fit into the dumpsters –the Unit owner 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, plastic & cans in the 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 LIPA, Cablevision, etc. Natural Grid meters in the rear of all buildings must also be kept clear at all times.

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.

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, including visitors and guests. Additional vehicles must be parked in the common lot by the tennis courts. All tenant's 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

Renters are not permitted to have pets of any kind, including visiting pets

Repairs, Remodeling, Renovations and Deliveries

No change or alteration to the exterior of any unit or any of the common areas, including color changes, may be made

No decks or patios shall be enclosed, decorated or covered by ceramic tile or by an awning or otherwise altered

Any deliveries and installations shall be conducted in any Unit except on weekdays (not including national holidays) and 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. .

Access to the roof is strictly prohibited. Contact the management office for further details

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). 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

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 are the responsibility of Unit Owners with the exception of main water pipes and drain pipes throughout the buildings.

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 from 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 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.

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 be replaced periodically to avoid leaking on the unit 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.

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/TENANT 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.