

**Fairharbor on the Water / Fairharbor Owners, Inc.
House Rules**

May 2024

The House Rules form part of your Proprietary Lease. Shareholders and sublessees are bound by these House Rules. In the House Rules, "Lessor" refers to the co-op corporation as represented by the Board of Directors; "Lessee" refers to the Shareholder. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time. These House Rules may be amended or repealed at any time by resolution of the Board of Directors of the Lessor. The House Rules have been categorized for easier reference. Please be aware, however, that some circumstances may be governed by more than one House Rule.

1. FINES

1.1 Failure to follow the House Rules constitutes a violation of the Proprietary Lease and is punishable by a fine. **NOTE: THE PROVISION OF THIS COPY OF THE HOUSE RULES CONSTITUTES A WRITTEN WARNING OF ANY/ALL VIOLATIONS.**

1.2 The Fine Structure is as follows unless otherwise provided herein:

First Offense:	\$100
Second Offense:	\$200
Third Offense:	\$300
Any Additional Offenses or any violations not capable of being cured fines may be levied without warning other than the provision of the House Rules.	\$500, fine per additional offense, plus possible termination of Proprietary Lease.

1.3 There shall be a \$50.00 late charge for maintenance payments received after the 10th of each month. There shall be a minimum \$50.00 monthly late charge imposed on all accounts in arrears. Said late fees shall constitute additional maintenance.

2. PROVISION OF INFORMATION

2.1 The Lessee shall provide the Lessor and its Managing Agent with a telephone number where the Lessee may be reached during daytime and nighttime hours. The Lessee shall also provide the Lessor with an emergency contact name and telephone number.

2.2 The Lessee shall provide the Lessor and its Managing Agent with the names of each person residing within the Shareholder's apartment by completing a Co-Occupant Form and submitting it to the Managing Agent.

2.3 The Lessee shall provide the Lessor and its Managing Agent with the License Plate number as well as the Year, Make, Model and Color of the vehicle the Shareholder wishes to park on the premises, along with a photograph of same. (See 10.0 Parking/Parking Lots)

2.4 The Lessee shall provide the Managing Agent with temporary vehicle information- Name of Shareholder and Year, Make, Model and License Plate information (ie: rental vehicles).

3. EMERGENCY ACCESS

3.1 The Lessee shall provide the Superintendent keys to the Lessee's apartment for the purpose of emergency access. Residents who fail to provide keys to the Superintendent will be liable for any expenses incurred in the course of gaining entry to their apartments.

4. COMMUNICATION

4.1 Shareholders should make every effort to resolve disputes between other Shareholders prior to communication to the Board of Directors or Managing Agent.

4.2 Lessee's service requests, questions, or other issues including after-hour emergencies, shall FIRST be made to the Managing Agent of the Lessor. Complaints regarding another Shareholder or sub lessee shall be made in writing to the Managing Agent. Complaints/suggestions regarding maintenance of the buildings and grounds shall be made in writing to the Managing Agent of the Lessor.

4.3 Complaints/suggestions regarding the Managing Agent shall be made in writing to the Board of Directors. Anonymous letters will not be addressed.

4.4 Emergency, fire or ambulance calls shall be made by dialing "911."

5. QUIET ENJOYMENT

5.1 No Lessee shall make or permit any disturbing noises in or outside the building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Lessees. No excessively amplified sound (ie: radio, surround sound, television) should be used after 10:00 pm.

5.2 No construction, repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. and 4:30 p.m. All work inside the unit is considered construction. All construction work must be approved by the Board prior to work starting.
VIOLATION OF 5.2 WILL INCUR A FINE OF \$500

5.3 In the interest of minimizing inconveniences to other Shareholders, Move-in and Move-out times are limited to hours of 9:00 a.m. and 4:30 p.m., Monday through Friday and 9:00 a.m. and 6:00 p.m. on Saturday, unless otherwise permitted by previous written consent of the Board of Directors.
VIOLATION OF 5.3 WILL INCUR A FINE OF \$500

5.4 Lessee shall lower his/her car radio when entering or leaving the community and not allow his/her vehicle to idle in the parking lot when retrieving mail. Lessee shall schedule furniture or other bulk deliveries Monday through Friday, between the hours of 9:00 a.m. and 5:00 p.m. and Saturday between 9:00 a.m. and 3:00 p.m.

6. THE APARTMENT -

6.1 The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least eighty (80%) percent of the floor area of each room is covered to include all hallways and traffic areas, except kitchens, bathrooms, and closets and foyers.

6.2 Every apartment must have at least one electric or battery-operated ionization or photoelectric smoke detector properly installed and functioning, as well as at least one carbon monoxide detector. The detectors must carry the seal of approval of Underwriters' Laboratories, Inc. Compliance shall be the sole responsibility of the Lessee.

6.3 No awnings, window air-conditioning units or ventilators shall be used in or about the building except as approved in writing by the Lessor, nor shall anything be projected out of any window of the building without similar approval. No alterations to the appearance and/or basic functionality of any window or screen shall be made without approval in writing by the Lessor.

6.4 Balconies and patios may not be used for storage of household items, trash or recreational apparatus, including but not limited to, bicycles. No items, e.g., planters, laundry, rugs may be adhered to or placed upon the balcony railings at any time. At no time shall more than two people be permitted to use any balcony.

6.5 Washing machines, clothes dryers and garbage disposal in apartments are prohibited, as they impose

significant burdens on the property's plumbing, sewage, and electrical systems. There shall be no proof of actual usage of said equipment necessary for the Board to leverage significant fines against the Shareholder of any apartment where such apparatus may be present.

VIOLATION OF 6.5 WILL INCUR A FINE OF \$500

6.6 Toilets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, wipes (**REGARDLESS OF PACKAGE INSTRUCTIONS**), or any other article be thrown into the toilets. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

6.7 The Lessee shall keep the windows and screens of the apartment clean. In case of refusal or neglect by the Lessee within ten (10) days after notice in writing from the Lessor or the Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose of such cleaning and to charge the cost of such cleaning to the Lessee. Window screens are the responsibility of the Lessee and must be maintained in good repair at all times.

6.8 No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the prior written consent of the Lessor.

6.9 No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building, or anywhere on the grounds, except as previously approved in writing by the Lessor.

6.10 All work including construction must be completed inside the shareholders unit and not in common areas or outdoors unless written permission is first requested and received by the Board of Directors through the Managing Agent. Any approved outdoor work and construction must be completed on a tarp and cleaned up completely.

6.11 Prior to any construction inside the apartment (as set forth in section 5.2), the appropriate Written Notice of Compliance should be obtained from the Managing Agent. **NO WORK IS TO COMMENCE UNTIL APPROVAL IS RECEIVED FROM THE Managing Agent. VIOLATION OF 6.10 WILL INCUR A FINE OF \$500**

7. PETS

7.1 Dogs, cats and other pets are permitted in the co-op only if the pets do not create a nuisance. Shareholders shall ensure that their pet does not interfere with the right of other residents to the "quiet enjoyment" of their apartments. Shareholders must ensure that their pet does not pose a threat to the safety of any person or other pet. Shareholders shall eliminate any odor or other byproducts of their pet.

7.2 In accordance with State law, dogs must be licensed and must have received all customary immunizations. Cats must be spayed or neutered and must have received all customary immunizations. Pet owners are required to provide the co-op with documentation of compliance with these requirements upon request.

7.3 All pets must always be carried or accompanied on a leash in the public areas of the co-op. **FOR THE PURPOSES OF ELIMINATING WASTE, DOGS MUST BE WALKED IN THE DESIGNATED "DOG WALK" AREA ON THE SOUTHERN END OF THE PROPERTY. DOGS SHALL NOT BE PERMITTED TO ELIMINATE IN ANY OTHER AREA OF THE PROPERTY.** Solid dog waste shall be collected in plastic bags and deposited **ONLY** in the designated waste containers.

DUE TO INCREASED VIOLATIONS OF 7.3 FINES WILL START AT \$200.

7.4 As stray animals can be a source of infectious disease, waterfowl, cats, and other stray animals shall not be fed, housed, or otherwise accommodated anywhere in or around the co-op.

7.5 At no time shall more than two (2) dogs / cats or any combination thereof be permitted to reside in the apartment.

8. COMMON AREAS

8.1 SMOKING IS PROHIBITED BY LAW IN THE COMMON AREAS INSIDE AND OUTSIDE OF BUILDINGS. THESE AREAS INCLUDE HALLWAYS, STAIRWAYS, LAUNDRY ROOM, PARKING LOTS, COURTYARDS, BALCONIES AND DOCK AREA. SMOKING OF ANY KIND INCLUDING VAPING IS ALSO PROHIBITED IN ANY AREA WHERE DOING SO WILL ALLOW OR CAUSE SECOND HAND SMOKE TO ENTER THE COMMON OR PRIVATE AREAS OF THE BUILDING.

The Suffolk County Legislature has approved an amendment to Chapter 754 of the Suffolk County Code on December 7, 2015 which PROHIBITS SMOKING IN COMMON AREAS of multiple dwelling buildings. The new law became effective on APRIL 9, 2016. Section 754-3 provides that smoking is prohibited in common areas of multiple dwelling buildings and within a fifty (50) foot radius of all entrances, exits, and ventilation intakes to a building. Common areas are defined as every enclosed or unenclosed area of a multiple dwelling building that residents of more than one unit are entitled to enter or use, including but not limited to, halls, pathways, lobbies, courtyards, stairs, community rooms, playgrounds, gym facilities, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas and meeting rooms.

8.2 The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building. No article shall be placed in the common halls or on the staircase landings, nor shall anything be hung or shaken from the doors, windows or balconies or placed upon the windowsills, balcony railings and/or air conditioner sleeves. Residents are responsible for contacting delivery merchants and making the appropriate arrangements so that deliveries do not block the ingress and egress of buildings.

8.3 No patio or hallway shall be decorated or furnished by any Lessee in any manner without the unanimous consent of all the Lessees whose apartments such patio or hallway serves as a means of ingress and egress. *Please note the entire entryway to each building is considered common areas.*

8.4 No skateboards, tricycles, bicycles, scooters, strollers, baby carriages or similar vehicles shall be allowed to be stored in the public halls, passageways, courtyards, or other public areas of the property. Bicycles shall be stored within apartments or in the bicycle storage room. Speak to Management for access

8.5 No radio or television aerial or satellite dish shall be attached to or hung from the exterior of the building, nor shall any similar device be visible in any window.

8.6 Fishing and/or crabbing is prohibited at Fairharbor's waterfront.

8.7 Docking is prohibited at Fairharbor by any craft other than that which is owned by a Shareholder, insured, registered, and has an account paid in full which authorizes said vehicle to dock at Fairharbor. At no time may "a Jet Ski" or other types of similar "personal watercraft" be permitted to dock at Fairharbor.

8.8 The waterfront lawn area is to be used by residents and their escorted guests for passive recreation only. Shareholders are required to clean up the area and remove all refuse after using the picnic/ patio area and/or the waterfront lawn.

8.9 Outdoor cooking (grilling, etc.) is prohibited in all areas of the property, including but not limited to balconies, decks and patios, with the sole exception of the picnic/patio area located at the southwest corner of the property. Outdoor grills of any type may not be stored anywhere on the grounds, including but not limited to, balconies, decks and patios.

8.10 Dumping of any kind (any liquid or otherwise) into the creek, wetlands or drainage areas shall be strictly prohibited. A fine in the sum of \$500 shall be levied per offense.

8.11 Destruction or damage to any of the Cooperative's property will not be tolerated. If any shareholder, sublessee or resident is found to have damaged any of the Cooperative's property, a fine in the sum of \$500 shall be levied together with any and all repair/restoration cost. Cooperative property shall be defined as anything outside of the four walls of your unit.

8.12 Spray painting of any kind on common areas is strictly prohibited. Any painting done outside of the unit must be done by brush only, on a tarp or similar covering and cleaned up appropriately and completely.

8.13 No Ring doorbells (with a camera) are permitted.

9. SANITATION

9.1 Each sanitation collection bin will have one lid open at all times. No refuse is to be placed outside the bins.

9.2 Residents are responsible for the removal of their oversized refuse (furniture, appliances, etc.). No oversized refuse is to be placed outside the bins. Residents shall abide by any further direction from the Lessor regarding proper disposal of refuse. **Failure to properly dispose of oversized refuse will result in a fine of \$500.**

9.3 Littering of any kind is not permitted, including but not limited to, cigarettes, chewing gum or pet waste.

10. PARKING / PARKING LOTS

10.1 Parking on the property shall be limited to one vehicle per licensed driver, who is also an approved resident. Gate passes may be issued for one vehicle per licensed driver/ approved resident, with a maximum of four (4) gate passes per apartment. In order for a co-occupant to obtain a gate pass they must provide a copy of their license and registration with a Fairharbor address to the Managing Agent.

10.2 The following Vehicles are prohibited from parking on the property and will be fined and/or towed at the owner's expense:

- a) Vehicles bearing any signage and/or commercial-style apparatus (ladders, piping, etc.)
- b) Vehicles not registered, inspected and/or properly insured to date
- c) Vehicles exceeding 8,000 lb. Gross Vehicle Weight
- d) Vehicles not parked "Head-In".
- e) Vehicles parked in hatched areas and/or Fire Zones
- f) Vehicles parked anywhere on the property other than in legitimate parking stalls and/or as otherwise outlined within these House Rules.

10.3 Residents must display their gate pass - affixed to the windshield above the registration sticker as directed by the Lessor.

10.4 Reserved/ Piggyback spaces are a revocable privilege. Piggyback parking can only be assigned to shareholders who are full time residents. If interested in piggyback spaces please notify the property manager to have your name placed on a waiting list. Should a spot become available only those names on the list will be considered for a spot.

10.5 No vehicle repair work shall be permitted on the grounds other than changing a flat tire. Any vehicle found to be leaking fluid other than pure water shall be prohibited from parking on the property and the owner of such vehicle shall be held responsible for the expenses related to clean-up of such effluent as well as any necessary repair to the affected surface.

10.6 Washing of automobiles allowed in designated car wash area only. Hours – 9:00am – 8:00pm except for Tuesdays & Fridays when its 3:00pm – 8:00pm.

10.7 Vehicles may not be parked anywhere on the property for more than two weeks without prior written consent from the Lessor. Even with said authorization, any such long-term parking shall be restricted to the southern

parking lot. No vehicle shall be covered in such a way so as to impede the vehicle's identification by license plate, vehicle registration sticker, inspection sticker, gate pass, make, model and color.

10.8 Residents are responsible for directing guests to park in the Visitor Parking Area on the south side of the property.

10.9 A fee in the sum of \$25.00 per gate pass shall be charged to reissue.

11. SUBLETS

11.1 No one shall be permitted to Sublet their apartment prior to the Shareholder having personally occupied it for a minimum period of one year.

11.2 No more than ten percent (10%) of the total apartments may be Sublet at any given time. Shareholders who wish to sublet must contact the Lessor's attorney. Sub-leases shall only be approved for a duration of one year.

11.3 The Shareholder must inspect the sublet apartment on a yearly basis in the company of a Board member or the Managing Agent. Any damages or remodeling that wasn't Board approved shall be charged to shareholder. This includes hallway damage.

11.4 Apartments found to be illegally sublet shall be fined no less than \$500 monthly, plus the amount equal to one month's maintenance per month for every month the apartment has been illegally sublet. If the number of legal sublets currently does not exceed ten percent (10%) of all apartments, such Shareholder may present an application to legalize the sublet.