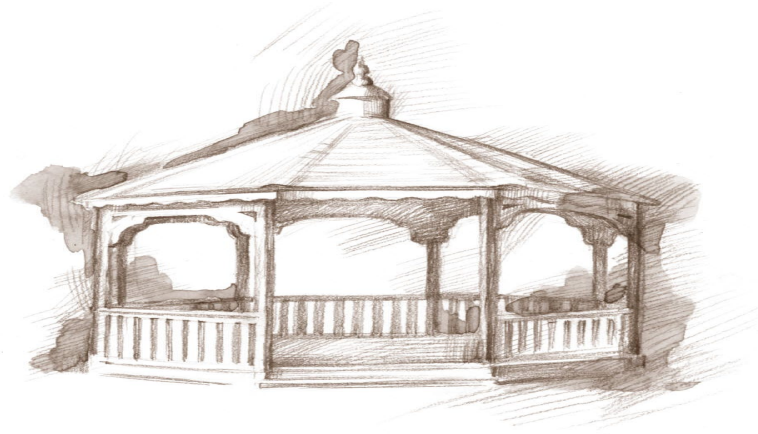




Waverly Estate Condominium Assoc., Inc.

House Rules, Regulations & Procedures

Rev 11/01/25

Table of Contents

SECTION	DESCRIPTION	PAGE
1	Unit ownership	3
2	Nuisances and Disturbances	3
3	Use of Common Elements	3
4	Damage to Common Elements	3
5	Interior Maintenance	4
6	Exterior Alterations & Front light fixtures	4
7	Signs	4 - 5
8	Hanging items and restricted common areas	5
9	Exterior Painting	5
10	Decks, patios and privacy fences (Townhome models only)	5
11	Window, sliding door and storm door replacement	5
12	Parking rules	6
13	Satellite dishes and antennas	7
14	Payment of common charges and assessments	7
15	Selling your home	7
16	Use of tennis court	8
17	Refinancing your mortgage	8
18	Flowerbed alterations	8
19	Hot tubs and children's swimming pools	8
20	Barbecue, open flame & heat generating devices	9
21	Information updates	9
22	Insurance	9
23	Pet rules and regulations	9 - 10
24	Parties on common grounds and party tent installations	10
25	Garbage disposal and use of dumpsters	11
26	Repairs by the Association vs. repairs/renovations by owner	11 - 12

SECTION	DESCRIPTION	PAGE
27	Fines and fees	13
28	Smoking law for condominiums	14 - 16
29	Estate Sales	16
30	Holiday decorations	17
31	Snowstorm instructions & procedures	18 - 19
32	Procedures for reporting a leak inside your home	19 - 21
33	Personal Security Cameras	21
34	Dryer vent cleaning	22
35	Fireplaces	22
36	Annual Fire Alarm Inspection	22
37	Heat sensors vs. smoke detectors	22
38	Awnings (Townhome models only)	23
39	Neighbor disputes	24
40	Fireworks	24
41	Generators	24
42	Safeguarding your home against leaks and water damage when vacant	24 - 25
43	Information requested by the Association	25

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Tom Lowe (Oct 27, 2025 23:47:11 EDT)

Tom Lowe, President


Enrico Fiannaca (Oct 27, 2025 17:43:32 EDT)

Enrico Fiannaca, Vice President


Christine Evans (Oct 27, 2025 17:27:09 EDT)

Christine Evans, Treasurer


Val Schuman (Oct 28, 2025 09:53:49 EDT)

Val Schuman, Secretary


Diane Galioto (Oct 28, 2025 05:36:51 EDT)

Diane Galioto, Manager

Diane Galioto

HOUSE RULES
WAVERLY ESTATE CONDOMINIUM ASSOCIATION, INC.
Rev. 11/01/25

WEBSITE ADDRESS: **www.waverlyestates.com**

<u>BOARD OF MANAGERS:</u>	Tom Lowe Enrico Fiannaca Christine Evans Val Schuman Diane Galioto	President Vice President Treasurer Secretary Manager
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<u>MANAGEMENT OFFICE:</u>	Telephone & text: Email: Hours of operation: Closed:	(843) 772-0043 waverlyestates@sbmsi.com Mon. Wed & Thurs – 9:00 am – 5:00 pm Tuesday, Friday, Saturday & Sunday
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Article VIII - House Rules (originals can also be found on page 126 of your Offering Plan) - In addition to the other provisions of the By-Laws, the following House Rules and Regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all unit owners thereof.

Section 1 - UNIT OWNERSHIP

- All Units shall be used for **residential purposes only**.
- **Renting or leasing** the unit is **prohibited**. Units must be owner-occupied.

Section 2 - NUISANCES & DISTURBANCES

- Owners of a Unit, members of their families, their employees, hired contractors, guests and pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.
- In accordance with Suffolk County law, all loud noises including, but not limited to, music, televisions and/or interior construction or maintenance must cease by 11:00 pm.

Section 3 - USE OF COMMON ELEMENTS

- The common elements shall not be obstructed, littered, defaced, or misused in any manner.

Section 4 - DAMAGE TO COMMON ELEMENTS

- Every Unit Owner shall be liable for all damage to the common elements and the property of the Condominium, which is caused by said Unit Owner or such other person for whose conduct he is legally responsible.
- Any unit owner who directly or indirectly destroys or defaces the property belonging to Waverly Estate Condominium Association through the negligence of a pet, vehicle, child, hired contractor, guest or by their own negligence, will be assessed to the extent of all repairs and replacement of that property.

Section 5 - INTERIOR MAINTENANCE

- Every Unit Owner must promptly perform all maintenance and repairs to the Unit which, if omitted, would affect the Community in its entirety or in a part belonging to other Unit Owners, or the building of which the Unit forms a part, being expressly responsible for the damages and liabilities that the Unit Owner's failure to do so may engender.
- No alterations to the inside of a Unit which would impair the structural soundness of the building may be made without the written consent of the Board of Managers.
- All repairs to internal installations of the Unit located in and servicing only that Unit, such as telephone and sanitary installations, shall be at the Unit Owner's expense. ***This includes interior plumbing and electrical alterations which require written approval from the Board of Managers.***

Section 6 - EXTERIOR ALTERATIONS & FRONT LIGHT FIXTURES

- A Unit Owner may not make any alterations to the exterior of the Unit or any part of the common elements, nor may any structure be built on any portion of the common elements or restricted common elements without the written consent of the Board of Managers. Consent to make minor alterations may be requested by completing an Alteration Agreement Application. This application can be ascertained on our website or by calling or emailing the management office. Submission of an application does not indicate approval.
- The replacement of the **exterior light fixture next to the front door** is the responsibility of the Association, unless the reason for the replacement is due to unit owner negligence. The electricity that controls the light fixture itself and the replacement of bulbs are the responsibility of the unit owner.
- In addition to approval by the Board of Managers, all exterior alterations or improvements must be within the rules and regulations of the Town of Brookhaven, if applicable.

Section 7- SIGNS

- No unit owner shall post any advertisement or sign containing political or offensive language or gestures in or on the Community, including inside or outside of windows or on the Community bulletin board, except as authorized by the Board of Managers or as otherwise permitted by these rules. This rule does not apply to Open House, congratulatory, milestone or birth announcement signs.
- **Open House Signs** – Open House signs can be posted **no earlier than one hour before the start of the Open House and must be removed within one hour after the event ends.**
- **Congratulatory, Milestone, or Birth Announcement Signs** – This type of sign must meet the following conditions:
 - Signs may be displayed for up to **21 consecutive days** and must be removed **no later than the end of the month of calendar** in which the event occurs.
 - Signs must be placed within the unit owner's **personal flowerbed** or **window**.
 - Signs may **not** be placed on lawns, in **shared flowerbeds**, or in any location that **impedes ground's maintenance**, walkways, or communal access.
 - Signs must be **appropriately sized for personal use** and **not excessive in scale**, such that they dominate the view, obstruct windows, or interfere with maintenance.

- The Board reserves the right to determine whether a sign's size or placement is appropriate.
- **As a general guideline**, signs larger than **6 feet in length** may require prior Board approval.

Liability -The unit owner assumes full financial responsibility for any damage caused by the placement of a sign, including but not limited to damage to in-ground irrigation systems, underground utility lines, or injury to any person on the property.

Section 8- HANGING ITEMS & RESTRICTED COMMON AREA

- It is prohibited to hang garments, rugs, hoses, etc. from the windows, from the building or on the privacy fence or to string clothes lines on or over the common elements or to use any of the common elements, including patios and decks for storage purposes.
- It is prohibited to install a window air conditioning unit from any unit in the condominium.
- It is prohibited to alter, deface, paint, damage or hang anything from the privacy-fence (Townhome models only).

Section 9 - EXTERIOR PAINTING

- No Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of the unit.
- The exterior front door is painted by the Association as a common expense when the budget allows.

Section 10 - DECKS, PATIOS AND PRIVACY FENCES (Townhome models only)

- Townhome owners wishing to **construct, refurbish or alter** an existing deck or patio must obtain an application, which contains construction guidelines and permit information. The submission of an application does not indicate approval. Written approval must be obtained from the Board of Managers prior to installation.
- No fence or gate shall be erected in the Community without the prior written consent of the Board of Managers, nor can an existing wall or privacy fence be altered or painted.
- Written approval to install a fence at the end of your patio or deck can be ascertained by completing an Alteration Agreement which will be reviewed by the Board of Managers. The submission of an application does not indicate approval.
- Alteration Agreement applications can be found on the **website** or by calling or emailing the management office.

Section 11 - WINDOW, SLIDING DOOR AND STORM DOOR REPLACEMENT

- The replacement of windows, rear sliding door and storm door are the financial responsibility of the unit owner.
- Replacement of any window, rear sliding door and storm door requires prior written approval of the Board of Managers.
- Alteration Agreement applications to replace any window, sliding door and/or storm door can be ascertained on the website or by calling or emailing the management office.

Section 12 - PARKING RULES

- The traffic area or main thoroughfare is defined as the area from the East curb to the white line running parallel to the East curb.
- **Commercial Vehicles** - Commercial vehicles, lettered vehicles, livery vehicles or vehicles with commercial plates are not allowed to park overnight unless prior written permission is given by the Board of Managers. All requests to the Board of Managers must be in writing. The reason for necessity must be provided.
- **Registration** - All vehicles must be registered with the Board of Managers prior to parking on the property. New owners must register their vehicles prior to taking occupancy. Failure to register all vehicles will subject the vehicle to removal from the property at the owner's expense.
- **Parking permits** - All vehicles parked on Waverly property must have a parking permit sticker. Upon taking ownership, stickers will be provided to you. If you change your vehicle at any time throughout the year, you must contact management to obtain a Vehicle Change Form. Once this form is received, management will mail you a new parking sticker. Parking stickers are **not transferable** between vehicles. Failure to apply a parking sticker to vehicle(s) will result in fines and/or removal from the property at the owner's expense.
- **Parking Space assignment** - Each unit owner is assigned one lettered parking space. This information is included with your closing documents. Unmarked spaces are to be used on a first come, first serve basis. If three or more vehicles are registered, owners must show proof of ownership of all vehicles by providing copies of current NYS registrations for each vehicle.
- **Curbside parking** - Curbside parking is strictly for loading or unloading your vehicle. The amount of time the vehicle is parked at the curb cannot exceed 15 minutes. Fines will be imposed for failure to abide by this rule. **See Section 27 - Schedule of Fines and fees.**
- **Guests, contractors and parties** - It is the sole responsibility of the owner to instruct guests and contractors to park in unmarked spaces only. Vehicles, other than those owned by residents of Waverly Estates, who park in a lettered space, behind other residents, or at the curb in the main thoroughfare are subject to removal from the property at the owner's expense. Parking fines will also be levied against the unit owner to which this vehicle is associated.
- **Excess parking for large parties** - The Board of Managers must be informed at least 10 days prior to the event when parking will be needed for a large party.
- **Overnight guests** - Residents with guests staying for 3 days or more must contact the Board and provide vehicle information in addition to the dates the vehicle will be parked in the parking area. A parking sticker is not necessary unless the guest is staying longer than 7 days at which time it will be at the discretion of the Board of Managers to issue a parking permit.
- **Piggyback parking & traffic line** - Piggyback parking is necessary when a resident owns more than two (2) vehicles. Two vehicles should be parked in your assigned space and additional vehicles in an unlettered space. Piggyback parking is permitted in areas when doing so will not interfere with oncoming traffic or interfere with the use of the parking area by others. An automatic fine of no less than \$ 50.00 for the first infraction and \$ 100.00 for all subsequent infractions will be levied against owners of vehicles protruding into the traffic area over the white line. **See Section 27 - Schedule of Fines and Fees.**
- **Bus stop parking - North and South entrances** - Owners can wait at the East curb only at the North entrance and the West curb only at the South entrance, facing the correct direction, a minimum of 25 ft. from the corner. The time must be limited to 15 minutes in accordance with the 15-minute, curbside parking rule.
- **Snow events** - Vehicles must remain in their parking spaces until the road has been cleared and until an automated telephone message is received from management. Failure to relocate your vehicle when instructed will result in a fine. **See Section 27 -Schedule of Fines and Fees.**

Section 13 - SATELLITE DISHES & ANTENNAS

- No television antennae shall be erected on the exterior of any unit or the common elements without prior written consent of the Board of Managers.
- The installation of a satellite dish requires written approval by the Board of Managers. Written approval can be ascertained by completing an Alteration Agreement which will be reviewed by the Board of Managers. Satellite dish applications can be found on the website or by calling the management office.
- Removal of satellite dishes – If the unit owner discontinues service or sells the home, the satellite must be removed by the Association at the unit owner's expense which is determined by the contractor hired by the Association at the time of removal.

Section 14 - PAYMENT OF COMMON CHARGES AND ASSESSMENTS

- It is understood that the responsibility of all common, and / or maintenance charges along with any additional or special assessments are the sole responsibility of the condominium unit owner.
- As such, the payment must be drawn from the personal checking account of the individual unit owner, not a business account.
- Since it is further understood that some unit owners may not have a personal checking account, a bank check or money order is an acceptable form of payment. Cash is not accepted.
- Common charges and/or assessments are due on the 1st of each month, payable without penalty if postmarked on or before the 15th of the month in which it is due. Payments received or postmarked after the 15th of the month are subject to a late fee of \$ 20.00 in addition to interest at a rate of 1.5%.
- Unit owners who are more than 60 days in arrears are automatically turned over to the Association's attorney for collection.

Section 15 - SELLING YOUR HOME

Any unit owner, upon the signing of a Contract of Sale of their unit, must provide the management company with the following information a minimum of 30 days prior to the sale of the unit:

- Seller's attorney - Name, address, telephone number, fax number, email address and contact person.
- Buyer's name(s)
- Buyer's attorney - Name, address, telephone number, fax number, email address and contact person.
- Estimated date of closing, if known.
- The seller must transfer the original Offering Plan to the buyer or buyer's attorney. If the original prospectus cannot be ascertained, the seller must purchase a new one. *See Section 27, Schedule of Fines & fees*
- The seller must remit to the Association a Seller's administrative fee of \$ 150.00, all common charges through the end of the month in which the closing will take place, all outstanding assessments and all outstanding fines, fees or penalties.

Section 16 – USE OF TENNIS COURT AREA

- Hardball playing of any kind is prohibited. Ball playing is limited to a tennis ball, whiffle ball or soft rubber ball.
- All children 10 years of age and younger should be accompanied by an adult.
- Dogs are not permitted within the tennis court area.
- All lights must be turned off after use in the evening hours.
- No hanging on the tennis court net.
- The tennis court gate near the gazebo must be locked after each use.
- All debris such as cans, bottles, wrappers etc. must be removed and disposed of in a trash receptacle.
- Damage to the tennis court area, fence or equipment, due to the negligence of a unit owner, family member or other guests, will be the monetary responsibility of the unit owner.
- Unit owners agree to hold the Board harmless for injuries sustained while performing any activity on or near the tennis court.

Section 17 - REFNANCING A MORTGAGE

- Requests for information, certificates of insurance, bank questionnaires, common charge letters or other applicable forms, from lending institutions, law firms, unit owners or other organizations regarding **MORTGAGE REFINANCES** will require a \$ 50.00 administrative fee payable by the unit owner to the Association **prior** to the release of any information requested.
- This fee is for **each** lending institution requesting information and is **non-refundable**.

Section 18 – FLOWERBED ALTERATIONS

- Any unit owner wishing to modify their front flowerbed in any way, except for the addition of flowers, must complete an Alteration Agreement **application**. This application can be obtained on the website or by calling or emailing management.
- The application must be approved in writing by the Board of Managers prior to the removal or installation of any plant material.

Section 19 – HOT TUBS AND CHILDREN'S SWIMMING POOLS

- Hot tubs are not allowed.
- Children's swimming pools cannot exceed 18" in height.
- Swimming pools must always be attended by an adult when containing water.
- Swimming pools must be emptied daily and removed from the grassy area.

Section 20 – BARBEQUE, OPEN FLAME & HEAT GENERATING DEVICES

- Barbeques, open flame and heat generating devices can only be used within Restricted Common Area which is defined as on a deck or patio.
- All barbeques, fire rings, hibachis, portable grills or any other open-flame or heat generating device must be placed a minimum of 6 feet away from any part of any building or privacy fence (Townhome models) when in use.
- After use, the unit must cool down for several hours before storing it near the building or privacy-fence.
- Wood burning fires must be controlled to a maximum flame height of 2'.
- Ashes should be disposed of in a fire-proof container. Ashes **are not to be disposed** of in the dumpster until 24 hours later.

Section 21 – INFORMATION UPDATES

- The Board of Managers updates their records every two years or as needed.
- All unit owners will receive a copy of the information on file regarding vehicles, pets and contact information. All unit owners must update and return this information within 30 days. Failure to provide information in a timely manner will result in **a monetary fine of \$ 10.00 per day until the information is received.**

Section 22 – INSURANCE

- Condominiums consist of two entities: The Association and the owners.
- The Association insures the buildings and communal areas.
- The owners must maintain contents and furnishing insurance, personal Liability and interior parts of the home as outlined on page 34 of your prospectus. This type of insurance is commonly known as H06 insurance or contents insurance.
- Owners must provide proof of contents insurance to the Association upon renewal of the policy each year. Failure to provide the required insurance information within 30 days from the renewal date of your policy will result in a daily **fine of \$ 10.00 for each day thereafter** until proof is submitted to the Board of Managers.

Section 23 – PET RULES AND REGULATIONS

Definition: An outdoor pet is defined as any animal that can be walked outside.

- All outdoor pet information must be registered with the Board of Managers regardless of when the pet is obtained.
- All outdoor pets **must** always be on a leash.
- Pets can be walked on the **East side of the main thoroughfare only.** Owners **may not allow** their pets to urinate or defecate on any part of the West side of the property or behind the buildings.
- Pet waste must be removed immediately and disposed of properly in a trash receptacle.

- At no time can pets be walked or allowed to run freely on common grounds. This includes, but is not limited to, all grassy areas in front of and in the rear of the buildings and the North and South entrances to the property.
- Pets are not permitted inside the tennis court area.
- Town homeowners are permitted to have their leashed pet on their deck or patio. However, the lead cannot extend beyond the deck or patio. Owners must be home when the pet is on the deck or patio and monitor the animal to ensure that its presence does not cause a nuisance to their neighbor.
- At present, there is no fee for owning a pet. However, should the need arise, the Board reserves the right to charge pet owners an Annual Pet Assessment, with advance notice, at any time it deems necessary to defray costs resulting from damage to common grounds by animal waste.
- It is prohibited to leave food containers of any kind on common ground for feral animals.
- Although it is not recommended to walk dogs on Timber Ridge property, owners are reminded to follow the same pet waste and leash laws as at Waverly Estates.
- Fines will be levied to any owner who violates any of the rules and regulations outlined in this House Rule.

Section 24 - PARTIES ON COMMON GROUNDS & PARTY TENT INSTALLATION

- If a tent is needed, the Unit owner must complete and submit a Tent Application a minimum of 30 days before the event. This application can be downloaded from the website or by calling or emailing management.
- The installer must submit proof of liability insurance indicating a minimum coverage amount of \$1,000,000.00.
- The tent must be removed within 24 hours of the event.
- The tent should be placed directly behind the unit so as not to infringe on your neighbor's rights to use the common grounds. The installer should be mindful of the location of the sprinkler heads so as not to cause any damage to the sprinkler system.
- Curbside parking is prohibited in the complex during the event. Fines will be levied to the owner having the party.
- Piggyback parking is allowed provided vehicles do not cross over the white parking line adjacent to East curb.
- Parking by guests of the unit owner is allowed in unmarked spaces only.
- Unit owners must instruct guests to use the unmarked spaces by the tennis court first.
- Noise and / or playing of music must cease by 11:00 pm in accordance with the Suffolk County Noise ordinance and for the courtesy of your friends and neighbors.
- All debris must be cleaned up. Fines will be imposed if any garbage is left on the property.
- All costs incurred due to damage to the common grounds caused by the unit owner, guests or the installation of the tent, will be billed to the unit owner.

Section 25 – GARBAGE DISPOSAL & USE OF DUMPSTERS

There are five (5) household garbage dumpsters and (2) corrugated cardboard dumpsters on the property.

HOUSEHOLD GARBAGE is defined as cans, bottles, food, and food containers, used clothing, etc., and carpeting, if cut up into small pieces that fit into the dumpster with the lid closed, and Christmas trees, if cut up into small pieces that fit into the dumpster with the lid closed.

CORRUGATED CARDBOARD includes corrugated cardboard boxes which must be flattened or cut into pieces no larger than 2' x 2' and Styrofoam, bubble wrap, metal wraps or any other packaging materials.

OTHER ITEMS – Disposal of items such as large appliances of any kind, hot water heaters, HVAC units, barbeques, furniture, bathroom and kitchen cabinetry and fixtures such as tubs, toilets and sinks, couches, recliners, tables, chairs, patio furniture, mattresses, box springs, etc. must be by SPECIAL PICK UP.

Residents must contact management to obtain the current sanitation company's contact information to schedule a pickup. Any expense incurred with the special pickup will be the responsibility of the unit owner and paid directly to the sanitation company. After a pickup is scheduled, owners must provide the management company with the date, time, item to be picked up and the location of the item to be left for the sanitation company. Items cannot be left within the fenced area, nor can they be left outside the dumpster enclosure without a SPECIAL PICKUP appointment.

CONSTRUCTION MATERIALS - It is prohibited to dispose of any construction materials in the dumpster. All construction materials must be disposed of by the contractor off the premises. Construction materials include but are but not limited to lumber, bricks, pavers, sheetrock, wood, doors, windows, concrete, hot water heaters etc.

Section 26- REPAIRS BY THE ASSOCIATION VS. REPAIRS/RENOVATIONS BY OWNER

ASSOCIATION'S RESPONSIBILITY

- When a problem arises inside a unit and the Unit owner believes that it is due to the failure of a common element such as a ruptured or leaking pipe inside the wall that cannot be seen, the matter will be handled as follows:
- Upon contact between the Unit owner and the Property Manager/Board of Managers, a duly designated contractor of the Association will perform an evaluation. A written report of the findings is submitted to the Association and to the Unit owner upon completion.
- If the report finds that the repair is the responsibility of the Association in accordance with the By-Laws regarding Repairs and Maintenance found on pages 34 and 40 of the Prospectus, the cost of the initial service call along with the cost to make the necessary repairs, will be the sole responsibility of the Association. All repairs will be performed in a timely manner at no cost to the Unit owner.
- If the report finds that the repair is the responsibility of the Unit owner in accordance with the By-Laws, the cost of the initial service call and the cost to make the necessary repairs will be the sole responsibility of the Unit owner. The Unit owner may choose their own contractor, who must be licensed, insured and approved by the Board of Managers, to make the necessary repairs or use a contractor known to the Board of Managers. The cost of the repairs will be a contract between the Unit owner and the contractor directly. The Association will bill the Unit owner for reimbursement of the fee paid for the initial service call.
- ***In case of an emergency***, the Unit owner should try to contact the Association before contacting their own contractor. If they are unable to reach the Association, they are asked to use good judgment before contacting their own contractor. A detailed description of the emergency, the repairs that were made, proof of insurance and a copy of the paid bill must accompany all requests for reimbursement consideration.

UNIT OWNER'S RESPONSIBILITY

ALL plumbing or electrical renovations or repairs require the use and approval of a licensed, insured contractor. These services include, but are not limited to:

- Kitchen renovations include the repair or replacement of a sink, faucet, dishwasher, refrigerator water lines and water lines to all kitchen appliances etc.
- Bathroom renovations include the repair or replacement of a sink, tub, shower, faucet, toilet and all water lines to all bathroom appliances etc.
- Utility room repairs including hot water heater replacement, washing machine hoses and water valve repairs or replacements and all water lines to utility room appliances etc.

In case of emergency, a licensed and insured contractor will have to provide proof of same after the fact or the unit owner will be solely responsible for any damage resulting from the use of an uninsured or unlicensed contractor.

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PLEASE CONTINUE TO THE NEXT PAGE**

Section 27-FINES & FEES

Any unit owner, child or guest of a unit owner, who is observed by a Board member committing any of the following infractions will be fined in accordance with the "Powers and Duties of the Board of Managers, item 6, in "Compliance with Terms of Declaration, By-Laws and Rules and Regulations" of the Waverly Estate Condominium Association By-Laws. Please refer to individual House Rule for rules and regulations.

DESCRIPTION OF VIOLATION OR FEE	FIRST OFFENSE	SUBSEQUENT OFFENSES
VEHICLES & PARKING		
15-minute curbside parking	\$ 50.00	\$ 50.00
Handicapped parking without permit	\$ 100.00	\$ 125.00
Commercial or livery plates	\$ 50.00/day	
Blocking another vehicle, fire hydrant or parking in another's assigned space	\$ 100.00	\$ 200.00
Parking infraction during a snow event	\$ 50.00	
All other parking infractions	\$ 50.00	\$ 100.00
PETS		
Unleashed dog or dog walking in authorized areas - all infractions	\$ 50.00	\$ 100.00
Failure to pick up pet waste - all infractions	\$ 50.00	\$ 100.00
Walking dog in unauthorized areas - all infractions	\$ 50.00	\$ 100.00
GARBAGE AND DEBRIS REMOVAL		
All infractions - household or corrugated	\$ 50.00+ disposal fee	
Unauthorized use of the dumpster for construction debris	\$ 200.00+disposal fee	
LATE FEES, PENALTIES & BANK FEES		
Late fee - applicable after 15th of month or net terms	\$ 20.00/ 30-day period	
Returned check fee	\$ 30.00	
FIRE ALARM INSPECTIONS		
Daily rate for non-compliance on date of inspection	\$ 25.00 per day	
Return inspection fee by Fire Alarm Inspector (subject to change annually)	\$ determined by inspector	
OTHER FINES AND FEES		
Unit occupancy - Any owner who rents or leases unit	\$ 2,500.00/mth / part thereof	
Homeowner's insurance - failure to provide proof within 30 days of expiration	\$ 10.00/day	
Seller's Administrative fee - upon transfer of ownership	\$ 150.00	
Refinance Administrative Fee	\$ 50.00	
Offering plan	\$ 85.00 + shipping	
Swimming pools - inflatable or plastic	\$ 50.00/day	
Patio Deck Application deposit - refundable	\$ 500.00	
Window replacement application deposit - refundable	\$ 500.00	
Satellite Dish removal fee	\$ to be determined	
Fireplace inspection -failure to provide proof of inspection	\$ 25.00/day after 30-day period	
Awning inspection - failure to provide proof of inspection	\$ 25.00/day after 30-day period	

Section 28 – SMOKING LAW FOR CONDOMINIUMS

The Suffolk County Legislature recently approved an amendment to Chapter 754 of the Suffolk County Code on December 7, 2015, which prohibits smoking in common areas of the building. The new law became effective April 9, 2016. A copy of the Local Law appears below. Section 754-3 provides that smoking is prohibited in common areas of multiple dwelling buildings and within a fifty-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, common yards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, Grassy or landscaped areas, restrooms, laundry rooms, cooking area, eating areas and meeting rooms.

Intro. Res. No. 1713-2015 Introduced by Legislators Martinez, Spencer and Calarco
Laid on Table 9/9/2015

RESOLUTION NO. 931 -2015, ADOPTING LOCAL LAW NO. -2015, A LOCAL LAW TO REGULATE SMOKING AT MULTIPLE DWELLING BUILDINGS

WHEREAS there was duly presented and introduced to this County Legislature at a meeting held on September 9, 2015 a proposed local law entitled, "A LOCAL LAW TO REGULATE SMOKING AT MULTIPLE DWELLING BUILDINGS;" now, therefore be it

RESOLVED, that said local law be enacted in form as follows: **LOCAL LAW NO.-**

2015, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW TO REGULATE SMOKING AT MULTIPLE DWELLING BUILDINGS
BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK**, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the County of Suffolk was one of the first municipalities in the nation to- adopt a law restricting smoking in certain indoor areas, including health care facilities, places of public assembly and movie theaters.

This Legislature also finds that pursuant to a 2006 report, the United States Surgeon General has determined that there is no risk-free level of exposure to second-hand smoke.

This Legislature further finds that public awareness of the dangerous effects of smoking and secondhand smoke, and the enormous costs associated with treating diseases caused by smoking, continues to grow.

This Legislature also finds that the risks of second-hand smoke are greatly enhanced for persons living in close proximity to smokers in and around multiple dwelling buildings as secondhand smoke is often: involuntarily inhaled by nonsmokers.

Therefore, the purpose of this local law is to regulate smoking in common areas of multiple dwelling buildings and in proximity of entrances and ventilation-intake units serving multiple dwelling buildings,

Section 2. Amendment.

Chapter 754 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 754: Smoking

* * * * *

§ 754-2. Definitions.

BAR or TAVERN

Any indoor area open to the public devoted to the sale and service of alcoholic beverages for on-premises consumption regardless of the quantity of food served to patrons for on-premises consumption.

COMMON AREAS

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, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking area, eating areas and meeting rooms.

* * * * *

MOTION-PICTURE THEATRE

Any theater engaged in the business of exhibiting motion pictures.

MULTIPLE DWELLING BUILDING

Any property containing ten (10) or more dwelling units, including but not limited to: apartment buildings, condominium complexes, senior and assisted living facilities and long-term health care facilities.

* * * * *

§ 754-3. Limitations and restrictions.

* * * * *

Smoking is prohibited in common areas of multiple dwelling buildings and within a fifty- foot radius of all entrances and exits of such buildings and within fifty feet (50) of any ventilation intake that serves an enclosed area of a multiple dwelling building.

* * * * *

Section 3. Applicability.

This law shall apply to actions occurring on or after the effective date of this law.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person; individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEORA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c){20 }, (21), and/or (27) of Title .6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and

legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 6. Effective Date.

This law will take effect within one hundred and twenty (120) days after its filing in the Office of the Secretary of State.

____ Underlining denotes addition of new language.

DATED: November 17, 2015

APPROVED BY:

/s/ Steven Bellone

County Executive of Suffolk County Date: December 7, 2015

Section 29 - ESTATE SALES

- The definition of an Estate Sale at Waverly Estates is a "sale or auction to dispose of a substantial portion of the materials owned by a person who is recently deceased or who must dispose of their private property to facilitate a move. It is not to be confused with a personal garage sale which is not permissible at Waverly Estates. A unit owner must obtain written permission from the Board of Managers to have an Estate Sale. .
- The Estate Sale must be by "appointment only" which means an appointment must be made with each person who will be attending. The appointments should be for no more than (4) vehicles per 15 to 30- minute intervals.
- The management company must be notified of the date, start and end times and approximate number of appointments made at least 72 hours prior to the sale.
- The person having the sale must instruct all attendees that they must park in "unlettered" spaces only. This means any unlettered space on the property, not just in front of the building where the sale is held.
- Sale attendees cannot park at the curb or in a lettered (assigned) space, other than the assigned space belonging to the decedent.
- Attendees cannot block other vehicles from entering or exiting their assigned parking space nor can they park in front of the dumpsters or fire hydrants.
- The person who is having the sale is responsible for monitoring the parking of the attendee's vehicles. If management or a member of the Board receives an emergency call that someone has parked in an assigned space belonging to another unit owner, there will be a charge of \$45.00/hour while the situation is addressed and corrected.
- The Board reserves the right to close the Estate Sale if any of these rules are not followed.

Section 30 - HOLIDAY DECORATIONS (EXTERIOR)

- Holiday decorations **cannot** be secured to the building or siding by screws, nails or hooks that penetrate the surface material.
- It is prohibitive to use a ladder past the first-floor gutter.
- Decorations on your front door can be attached by **temporary** hooks or magnets such as Command hooks. The use of nails or screws is **prohibitive**.
- Decorations should be placed within your own flowerbed first. In instances where the flowerbed is shared by two, unit owners, permission must be ascertained from your neighbor to exceed one half of the flowerbed.
- A limit of 4 – 5 small decorations can be placed on the common lawn just beyond your flowerbed. Decorations cannot exceed 5 feet in height, nor can they block the walkway or entranceway of your unit or your neighbors.
- When securing decorations to the ground, thought must be given to the electrical power lines, cable lines and sprinkler lines under the ground. The cost to repair the damage to any of the underground utilities and water lines will be billed to the unit owner.
- Hanging anything other than holiday lights from the gutters, which are not designed to bear weight, is **prohibited**.
 - Secure lights to the gutters by using **temporary hooks** designed for use on gutters.
 - Lights cannot extend past your own home or overlap onto another unit owner's property.
 - Only UL listed, outdoor extension cords can be used when decorating outside.
 - Check all electrical wiring and extension cords for wear and tear. Replace it when necessary.
 - **It is prohibited to run extension cords** across the walkways or lawn area in front of the homes.
 - Christmas trees must be cut into small pieces and placed into the dumpster. The lid cannot be obstructed. If the dumpster is full, wait to dispose of your tree until it fits in the dumpster.
 - Do not leave the Christmas tree next to or outside the dumpster.
 - There are wires in the attic which are connected to the fire alarm system. When removing or placing items in the attic, please take note of the location of these wires.
 - If a wire becomes pinched or broken, it will set off the fire alarm system. If this occurs when you are not home, the Fire Department, having full jurisdiction to enter a home to investigate the reason for the fire alarm, can forcibly enter your home to make sure it is not on fire. This could cause damage to the front door or windows for which the unit owner would be responsible for repairing if it is a false alarm. The Association can also be billed by the Fire Department for setting off a false alarm. These costs would also be charged to the unit owner.
 - Decorations must be removed **within 14 days of the conclusion of the holiday**.

Section 31 – SNOWSTORM INSTRUCTIONS & PROCEDURES

Efficient snow plowing depends on several factors. Not only does it depend on the snow-plowing contractor, but it also depends on the complete cooperation of all unit owners at Waverly Estates. Please review the following instructions and keep them for future reference.

- **MOST IMPORTANT – Vacation during the winter months** - Residents whose vehicles are parked on the property during the winter months while the resident is away should leave a key to the vehicle with a neighbor so they can relocate your vehicle when requested. Vehicles left in their spaces cause significant parking problems for others in the building during snowstorms. If you are leaving a key with another resident and that resident does not live in your building, our office must be informed of who will have the key so the automated call for your building will be received by the person who will be responsible for moving your vehicle.
- **PARKING WHEN SNOW IS EXPECTED** - When parking in your assigned space, pull the vehicle all the way up to the curb by the walkways. Do not leave any space between your vehicle and the curb.
- **PIGGYBACK PARKING** - When a snowstorm is expected, avoid piggyback parking whenever possible. For second, third and fourth vehicles, utilize all the unlettered spaces in front of your building first, including those by the tennis court. This will ensure that the snow-plow drivers can get as close to the parking area as possible by avoiding vehicles jutting out unevenly into the traffic lane.
- **ACCUMULATIONS** - Contractual snow plowing is automatically authorized sometime after 2" of snow has fallen or at the cessation of a storm with more than two inches of accumulated snow. However, for storms of less than 2", it is at the Board's discretion to decide if snow removal is necessary. When accumulations do not guarantee snow removal, additional charges apply, so thought must be given to necessity.
- **DISTANCE** - Snow is plowed to within approximately 4 – 6 feet of the back of your vehicle. The contractor cannot get any closer than this for liability reasons. Therefore, we recommend always having a snow shovel on hand to be able to get your vehicle out of its parking space. We also recommend having your own ice melt for melting and re-freezing of your walkway. At the discretion of the contractor, ice melt will be applied to the walkways after the snow is removed but not after melting and refreezing. There is an additional charge for applications by written authorization only as needed, by the Board of Managers. It is for this reason that we suggest that residents purchase ice melt and apply it to any area in front of your door that re-freezes.
- **CLEANING SNOW FROM VEHICLES** - Vehicles should be cleaned off while still in your parking space. Do not clear them off in the road after it has been cleared of snow. For storms under 2", we also suggest clearing the snow by the vehicle door so it does not refreeze and cause uneven pavement where you step from the vehicle.
- **MOVING VEHICLES FOR CLEANUP** - Sometime after the road is opened or at the cessation of the storm when it is safe to do so, you will receive an automated call with further instructions. Please do not move your vehicles to the opposite curb until you receive the automated call. Moving your vehicles too early will impede the efficiency of the snow removal process.

All residents are obligated to move their vehicles out of the parking spaces when prompted. Equally, residents are expected to move it back upon receiving instructions to do so. This is to give the residents in the other buildings a place to move their cars when prompted. Occasionally, you may have to move your vehicle more than once. Residents should be cooperative when this is requested. Failure to cooperate during snow events which causes the contractor to have to wait an unreasonable amount of time or return to the property resulting in additional costs to the community will result in a **\$ 50.00 fine per occurrence**.

- Be prepared to move your vehicle when you receive the automated call. Residents who do not move their vehicle in a timely manner are subject to a monetary fine and the possibility of removal of the vehicle from the property at the owner's expense.
- When the automated call asks you to temporarily park across from your building, do not block the dumpster gates or the fire hydrants.

Lastly, the cooperation and courteous behavior of everyone during this long and sometimes arduous process is necessary to make the parking area safe and functional after a snowstorm. The longer it takes and the more complicated it is, the more it costs to remove snow. Working together will help keep costs down, which benefits all members of the community.

Section 32 – PROCEDURES FOR REPORTING A LEAK INSIDE YOUR HOME

In recent years, there has been an influx of water damage claims at Waverly Estates. There are several ways in which water can damage the inside of your home. A leak may come from the roof or vinyl siding, a window or door, an interior, water-producing appliance such as a hot water heater, dishwasher, washing machine, toilet, shower, bathtub etc., or a pipe inside or outside of the sheetrock walls.

The reporting, responsibility and repair of damage caused by these instances of water intrusion are different. Therefore, to attempt to simplify the procedures and answer many questions, we are providing a general list of procedures if something happens to cause water damage inside your home. It is important that residents follow these procedures. It is also important that residents speak with their insurance agents regarding coverage for water damage that is outside the scope of the responsibility of the condominium Association.

1. Reporting a roof or siding leak

- **Townhome owners and upper Simplex model owners** – If you notice a water stain on your ceiling or walls, you must contact the Property Manager by calling or emailing the office as soon as the stain is noticed. The Association will send a Board member to take pictures and a contractor to determine what is causing the water intrusion.
- **Ground floor Simplex-model owners** - If you are a ground floor Simplex owner and notice a stain on your ceiling, it is likely coming from the unit above you and not from the roof.

Therefore, in addition to contacting the Property Manager as soon as it is noticed, you must alert the owner above you immediately to attempt to stop them from continuing to do what is causing the leak at the time it is first noticed. If they are showering or using a water-producing appliance, they must be asked to stop using it immediately.

Please note: Not all siding leaks are from a failure of the siding itself. Some are from a failure of the window or the sliding doors, especially in cases where the windows or doors have not been replaced since Waverly was built. Since windows and sliding doors are the responsibility of the homeowner, the monetary responsibility of making the repairs resulting from their failure may not be the Associations. This will be determined upon evaluation of the water damage.

2. Reporting the claim to the Association– ALL model types - The incident must be reported to the Property Manager within 24 hours via telephone and email.

All correspondence after an initial incident report must be in writing. If you do not use email, please provide the email address of a friend, relative or other representative who can receive written correspondence on your behalf which will be checked daily.

The report must include the following five items:

- a. **Date & approximate time of the incident.**

- b. **Cause of the water damage such as the location of the pipe or appliance that failed. This information must be specific.**
- c. **List all areas of your property that were damaged by the water intrusion.**
- d. **If known, list all areas of an adjoining unit owner's property such as that of the unit owner beneath yours for upper simplex model owners or next to you for townhome model owners.**
- e. **Indicate what steps were immediately taken to stop the water from causing additional damage. These steps must include hiring a licensed, insured plumber.**
- f. **Provide all contact information, including email address for any contractor you immediately called to stop the water. They will be asked to provide our office with all necessary insurance and license information.**

3. **Reporting the claim to your insurance agent** - Contact your insurance agent to report the claim within the same 24-hour period. Your agent may automatically assume that water damage is covered under the HOA's policy and may request to see the By-Laws. However, since the causes of water damage can be quite different, all claims resulting from this damage are handled differently and subject to complete review by both your carrier and that of the Association's carrier. All claims will require an inspection by one or more insurance adjusters.

Provide the email address of the Property Manager to your insurance agent. All correspondence between your insurance agent and the Property Manager **must** be in writing. Telephone conversations will not be acceptable unless otherwise agreed to by the Property Manager. This is to ensure there is a record of all correspondence regarding an insurance claim.

4. **Hiring contractors to repair damage** – Once responsibility is established, which can take anywhere from **two to four weeks** depending on the insurance carriers, contractors must be hired to repair the damage.

Responsibility is defined as the party who is **financially responsible** for repairing the damage. This is not about blame or negligence. It has to do with insurance coverage. If it has been determined that the water damage was the result of a failed appliance or interior plumbing (anything outside of the sheetrock) that you are required to repair and maintain, the financial responsibility may be yours, even if your insurance company does not provide coverage under your policy. It is best to discuss this with your carrier and add coverage in case of accidental water damage that is not covered under the Association's responsibility.

Unit owner's responsibility - If the responsibility lies with the unit owner, along with the submission of a written application to use the contractor of your choosing, the following requirements must be met to hire contractors, **all of which must be approved by the Board of Managers, prior to the commencement of the work.**

- a. **Licenses** - The contractor must hold and provide proof of a valid **Suffolk County Home Improvement license** specific to their trade to work in your home. For **plumbing and electrical contractors**, the license must be a Master Electrician or Master Plumber's license. For general home improvements, excluding plumbing and electrical, the license must be the standard home improvement license. **Please note:** General home improvement contractors are not necessarily licensed to perform plumbing or electrical work. These are specific skills that require different insurance and a specific home improvement license.
- b. **Contractors' insurance** – The contractor must have a liability policy with the minimum coverage of \$ 1,000,000.00 and worker's compensation insurance. Documentation is required before any work can begin.

If the contractor is a Sole Proprietor, which means he has no employees, and is not legally required to carry worker's compensation insurance, proof of same must be provided.

All insurance certificates must list Waverly Estates and the homeowner as additional insured. Information will be provided as to the required wording upon receiving the claim.

Association's responsibility – If it is determined that the responsibility is covered under the Association's policy, the Association will provide all contractors necessary to repair the damage.

Section 33 – PERSONAL SECURITY CAMERAS

The installation of a camera doorbell or small personal security camera requires **written approval** by the Board of Managers, provided it meets the following requirements:

QUANTITY & LOCATION

- The installation of personal security cameras is limited to a maximum of (4) cameras per unit. A camera doorbell such a RING or other brand is considered a camera.
- This application must include the desired location of each camera for review by the Board. This should include a picture of the desired location.
- Cameras can be installed on the exterior of the building on the **window capping only**. At no time can the camera be installed on the vinyl siding, brick front or door to a home.
- The camera must be stationary, facing the parking area only. If installed in the restricted area of a Townhome owner, it must face the deck or patio area only.
- Cameras may only be placed within the unit owner's property boundaries. The placement of a camera in shared areas is restricted.
- The camera must be installed in a location that does not infringe on the privacy of other residents. If, at any time, the camera is considered a nuisance; the Board reserves the right to remove the camera.

SIZE & MODEL -The size of the camera cannot exceed 4" in height by 3" in width by 3" in depth. Recommended outdoor models include those made by RING, ARLO or EUFY.

UNIT OWNER RESPONSIBILITIES

- Once the camera is installed, the unit owner will be responsible for any water damage directly caused by the camera installation.
- The unit owner is responsible for any maintenance and/or repair of all personal cameras.
- The unit owner must notify the HOA of any changes or removal of any camera.
- The unit owner must ensure that the installation of the security camera complies with all HOA rules and regulations.
- To assist in the maintenance and security of the property, if requested, the unit owner agrees to allow the HOA to see footage if an incident of vandalism or injury occurs on the premises.
- If it becomes necessary to remove the camera to facilitate the maintenance or repair of the building, it will be the responsibility of the unit owner to remove the camera prior to maintenance, with notice.
- **Hold Harmless Agreement Requirement** - The unit owner must sign a Hold Harmless Agreement accepting full responsibility for any damage to personal property belonging to other unit owners or contractors hired by the Homeowners Association (HOA), as well as any injury resulting from the use, installation, maintenance, removal, or replacement of the personal security camera or by any unforeseen event that causes such damage or injury. By signing the agreement, the unit owner agrees to indemnify and hold harmless the HOA, its officers, managers, and fellow unit owners from any claims, damages, injuries, or liabilities arising out of or related to the use, installation, maintenance, removal, or replacement of the personal security camera.

Section 34 – DRYER VENT CLEANING

- Unit owners are responsible for maintaining their own dryer vent.
- A professional company should be contacted who specializes in dryer vent cleaning. This should be done twice a year or more, depending on usage.

Section 35 – FIREPLACES

- Effective in 2025, owners who have a wood burning fireplace are required to show proof that the fireplace has been serviced annually by a professional chimney company. Failure to comply with this request within the time allowed will result in a **monetary fine of \$ 25.00 per day until the information has been received.**
- Owners who have but do not use the fireplace can sign a bi-annual agreement that the fireplace is not being used.

Section 36 - ANNUAL FIRE ALARM INSPECTION

- Waverly Estate Condominiums performs a mandatory Fire Alarm Inspection annually, between September and October.
- ALL units must be tested. This requires that all owners be home on the day the fire alarm inspection is scheduled.
- Written notice will be mailed and/or emailed to all owners 30 – 45 days in advance of the fire alarm inspection date.
- Failure to be home to allow access to the Fire Alarm Inspector will result in a **daily fine of \$ 25.00 per day until the inspection has been completed and a return inspection fee, to be determined by the inspector.**
- WIRES IN THE ATTIC - There are wires in the attic which are connected to the fire alarm system. When removing or placing items in the attic, please take note of the location of these wires. If a wire becomes pinched or broken, it will set off the fire alarm system. If this occurs when you are not home, the Fire Department, having full jurisdiction to enter a home to investigate the reason for the fire alarm, can forcibly enter your home to make sure it is not on fire. This could cause damage to the front door or windows for which the unit owner would be responsible for repairing if it is a false alarm. The Association can also be billed by the Fire Department for setting off a false alarm. These costs would also be charged to the unit owner.

Section 37 - HEAT SENSORS VS. SMOKE DETECTORS

- The disc-shaped devices which are tested annually during the fire alarm inspection are **heat detectors**. They do not detect smoke.
- In addition to the hardwired smoke detectors in your home, all unit owners should install battery operated smoke/carbon monoxide detectors in their home to detect smoke quickly.

Section 38 – AWNINGS (Townhome models only)

- **MODEL** – The only approved model/type is the **Sunsetter Pro XL Electric awning with wind sensor**. This model is equipped with a manual crank handle in case of power interruption. The unit owner may choose any of the available colors.
- **VENDOR** - Presently, the **only approved vendor** is **Long Island Awnings Corp** at 888-957-4233 or 516-844-0001. **A copy of the contract between Long Island Awnings Corp and the unit owner must be attached to your application. The Alteration application can be found on our website or by contacting management.**
- **SIZE** – The size of the awning **cannot exceed** 12 ft. long x 17 ft. wide.
- **INSTALLATION** –
 - The installation of an awning is limited to the deck or patio area of the **Town Home model only**.
 - For safety reasons, the awning **cannot** be installed over a barbecue or other flame-generating device, nor can it be installed over the exterior, air conditioner/heating unit. When using a barbecue and during the cool-down period, the awning must be retracted. Failing to follow these instructions could cause a vapor lock and ruin the equipment or cause a fire.
 - Prior to installation of the awning, an inspection of the siding on the back of your unit must be performed by a contractor designated by the Board of Managers. If ice and water shield is not present, it must be installed, and the siding reinstalled with a J channel to prevent leaks. This will be provided by the Association as a common expense, at no charge to the unit owner.
 - The screws that are inserted into the building must be **stainless steel** and sealed with silicone to prevent water intrusion.
 - Awnings **cannot** be anchored to the roof or gutters.
- **REPAIRS AND MAINTENANCE** – The awning must be maintained in good condition. The Board reserves the right to remove the awning to make repairs to the building or if the unit owner fails to maintain the awning in good condition.
- **ANNUAL INSPECTION** – Written proof of an annual inspection by Long Island Awnings or a representative of Sunsetter is required. Once requested, a failure to provide written proof in the 30-day request period will result in a monetary fine of \$ 25.00/day for each day thereafter, until written proof is received.
- **LIABILITY** - The Board nor any of its agents are responsible for damage to the awning from any weather-related event.
- **DEPOSIT** – When applying for permission to install an awning, a **\$ 500.00** refundable security deposit must accompany this application. Upon completion of the installation, the applicant must notify the Board to perform an inspection. Upon passing inspection, the deposit will be refunded. If the installation does not pass inspection, the unit owner has 10 days in which to correct the deficiency or forfeit all or part of their security deposit.
- **TRANSFER OF OWNERSHIP** – Upon sale of your home, the new owners must sign a Hold Harmless Agreement accepting responsibility for the awning. If the buyer does not wish to retain and maintain the awning, the seller must remove the awning and return the siding/building back to its original condition at their own expense.

Section 39 – NEIGHBOR DISPUTES

From time to time, neighbors will not get along. The Board of Managers and the management company are not responsible for breaking up arguments between unit owners. It is best for neighbors to try to resolve their differences in an amicable and civilized way. If this cannot be accomplished, or if you feel the matter may escalate, the police should be called immediately.

Section 40 – FIREWORKS

The discharge of fireworks is prohibited everywhere on Waverly Estates property.

Section 41 – GENERATORS

- The use of **gas-powered generators is prohibited** anywhere on Waverly Estates property.
- **Solar powered generators are approved** for use on Waverly Estates property.

Section 42 - SAFEGUARDING AND/OR WINTERIZING YOUR UNIT

The following information was received from our insurance company regarding safeguarding your home when leaving for an extended period.

Units should be properly winterized to limit exposure to a pipe freeze or jeopardize insurance coverage for the unit owner and the Association as many policies have certain restrictions regarding this concern. In addition, many policies have exclusions for failure to maintain heat in a “vacant” unit and/or safeguarding against broken or leaking pipes.

The following is a “general checklist” that should be used as a guide to prevent frozen pipes and/or water damage from a broken pipe or water-producing appliance.

1. ***The pipes should be properly drained, and water main turned off. It is mandatory that this be performed by a licensed, insured master plumber.***
2. ***Turn off the water supply to individual appliances. Drain any appliance, such as a water heater and toilet tanks that may have residual water in it.***
3. ***Drain all water lines by opening faucets and flushing toilets.***
4. ***Set water heater temperature to the “vacation” setting.***
6. ***Add bio-friendly antifreeze solution to drain traps and toilets, if recommended by a plumber.***
7. ***The thermostat should be set to 60°F or higher.***
8. ***Open kitchen and bathroom cabinets to allow warm air to circulate.***

The insurance company added that, although the above is not 100% guaranteed, it dramatically reduces exposure to this type of loss and will reflect to the insurance carrier that all preventative steps were taken to reduce the potential for this type of claim.

HOT WATER HEATER, WATER SHUT OFF VALVE AND WASHING MACHINE HOSE MAINTENANCE — The valve on your hot water heater should be checked annually by a qualified plumber. If it fails when you’re not home, you could come back to a house filled with water, which could also leak through the walls and damage the home next to yours. This can also happen with the breakdown of any main water shut off in your home and hoses on the back of your washing machine and toilets.

These items should be checked by a qualified technician, who can make repairs, if necessary, to ensure your own safety and that of your friends and neighbors.

DRYER VENT MAINTENANCE—In articles written by the US Department of Homeland Security and the US Consumer Product Safety Commission, **it is estimated that dryer fires are responsible for approximately 15,600 structural fires annually resulting resulted in 20 deaths, 400 injuries and approximately \$ 90,000.000.00 in property loss. The accumulation of lint both in the dryer and the dryer vent reduces the airflow and creates a highly flammable fuel source.**

It is for this reason that we strongly recommend having your dryer vent cleaned every two years or more if your dryer is used excessively.

**January 2007 issue —Topical Fire Research Series, US Department of Homeland Security, National Fire Data Center*

UNIT CHECKUP – Most importantly, it is very important to appoint a friend or relative to check on your home while you are away for things like roof leaks and other water-related issues. We also suggest you furnish that person with the telephone number of the Management Company and/or members of the Board of Managers in the event they find an issue that requires immediate attention in your absence. Failure to advise the Association in a timely manner could potentially cause you to be fully responsible for all interior damage.

EMERGENCY CONTACT INFORMATION – It is important that we have a valid emergency contact on file in your absence. Please email the management company with this information.

Section 43 – INFORMATION REQUESTED BY THE ASSOCIATION

The Property Manager is the liaison between unit owners and the Board of Managers. Information requested by the Property Manager by mail, email or automated is information requested by the Board of Managers, the governing body of the Association. All requested or distributed information by the management office has been reviewed and approved by the Board of Managers. Therefore, we must emphasize the importance of responding promptly to communications from the Board of Managers.

Timely responses are essential to ensure the smooth operation of our community and to avoid potential fines. When the Board of managers requests information or requires a response, it is crucial to address these matters promptly. Delays in communication can lead to misunderstandings and complications that may result in financial penalties for the entire community.

Your cooperation is vital in maintaining our property and ensuring compliance with regulations. If you have any questions or need assistance in responding to the property manager, please don't hesitate to reach out.

Allhouserules-REV -11-01-25

Final Audit Report

2025-10-28

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