



Sterling Woods Condominium, Ltd

House Rules

Updated February 2024

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HOUSE RULES

These House Rules supersede and replace prior versions of the House Rules. Any provisions contained in the Declarations, By-Laws, or Covenants and Restrictions which may be in conflict with these House Rules will supersede the House Rules. Between the annual printing of the House Rules booklet, any new or revised house rule, will be in effect as soon as the Board has approved it in writing (pages 142-143 of the Governing Documents), and it is published in a information bulletin or otherwise disseminated to the owners by the management company.

Compliance with Terms of Declaration, By-Laws and Rules and Regulations

"Ownership of a Home in the Condominium subjects the Home Owner to compliance with the provisions of the Declaration and By-Laws as well as any rules and regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The rules and regulations set forth in the By-Laws and Declaration can be found in Part II of the Plan Schedule G, Article seventeenth and Schedule H, Article VIII. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the rules and regulations established therewith." (Governing Documents, page 45).

Section 1. Governance: In addition to the other provisions of these 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 homes and common property.

Section 2. ENFORCEMENT OF RULES PROCEDURES

- a) Verbal and/or written warnings are provided with a time frame necessary to rectify the problem or correct the situation. Notification and warnings will have the date, time, location, owners' information, and the rule violation observed.
- b) It is not the intent of the BOARD to be a police state enforcing rules and fining owners. However, history has shown that consistent rule enforcement is necessary for the harmony of our community. Notification and warnings are used to educate owners, guests, renters, and contractors and solve problems.
- c) If the violation or warnings are not able to rectify the situation the BOARD can and will fine owners for rule violations according to the fine schedules established.
- d) Owners are responsible for the actions and damage caused by minor children, guests, renters, and contractors. Fines assessed are to be paid by the owner in a timely fashion. Unpaid fines will be treated as all other financial obligations regarding interest, penalties, loss of privileges, etc.

Section 3. Definitions: (from the Declaration, pages 1-3)

Home: A "Home" as hereinafter referred to shall be defined as follows: Each Home is measured horizontally from the exterior surface of the sheetrock of all opposite walls to the exterior surface of the sheetrock of all opposite walls and vertically from

the lower surface of the concrete slab or sub-floor forming the floor of the Home up to the exterior surface of the sheetrock or other material forming the ceiling of the Home. All homes are **single-family units** and shall be used for residential purposes only, in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Community.

Common Elements: The common elements of the Community will consist of all of the Community, except the Homes, including, but without limitation, outside walls and roofs of the buildings, the land, buildings, and improvements (other than the Homes) comprising the Community (including the land under the Homes and under the improvements), all utility or other pipes and material located outside of the Homes.

Irrevocably Restricted Areas: Certain portions of the common elements are irrevocably restricted in use to specified Home Owners, subject to the right of the Board of Managers, Management Company, or assigned vendors to enter upon any restricted area for maintenance, repair, or improvement of a Home or common element and subject to the rules of the Condominium. Any portion of the common elements which is not restricted in use may be used by any Home Owner. The common elements are not subject to partition nor are they severable from the Homes except in accordance with the Real Property Law. Following are the irrevocably restricted common elements:

- a) Any patio area that is located adjacent to each Home is restricted in use to the owner of such Home.
- b) Any heating and/or cooling unit, if located in the common elements adjacent to each Home and serving such Home, is restricted in use to the Owner of such Home and shall be maintained and repaired by such Owner at their sole cost and expense.
- c) The driveway located in front of the garage forming part of the Homes is restricted in use to such Home.

The common elements shall remain undivided, and no Home Owner shall bring any action for partition or division unless otherwise provided by law.

Section 4. Responsibilities: Owners of a home shall be responsible for themselves, their family members, employees, tenants, guests, and pets.

- a) **Improper Use:** Home Owners shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other owners, or in such a way as to be injurious to the reputation of the Condominium.
- a) **Disturbing Noise:** No person shall make or permit any disturbing noises including loud music or loud vehicles, etc., or do or permit anything to be done which will interfere with the rights, comforts, or conveniences of other Home Owners.
- b) **Care of Common Elements:** The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. **No items should be placed in the**

common area where they will interfere with the work that our contractors and their staff have to do. Neither the Condominium nor any contractor in the employ of the Condominium will assume any responsibility for damage to these items by any of its contractors or staff.

- c) **Damage to Common Elements:** All Home Owners shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Home Owner or such other person for whose conduct they are responsible. (See **Section 7 Assessments, fines, and fees** for the fine schedule.)
- d) **Dogs, cats, and other pets:** see **Section 8. General Rules: (n) Pets.**
- e) **Elections:** Sterling Woods Condominium Ltd. is governed by a three-member Board of Managers where each member is a Home Owner and serves a three-year staggered term. Elections are held at the Annual Meeting every February.
- f) **Home Owner Profile:** Every owner is responsible for making sure the most current Sterling Woods Condominium Annual Home Owner Information and Security Profile is on file with the property management company. This form will have space for the pet census, car census, and updated mortgage information.
- g) **Leasing your Unit:** **Home Owners wishing to lease their home must consult the Board of Managers BEFORE signing a lease** and must abide by the terms contained in the By-Laws, Article XI, Sections 1 through 4 and the Community's leasing policy. Leases must contain the following statement: *"By becoming a tenant, each tenant agrees to be bound by the Declaration, By-Laws and the other rules and regulations of the Condominium and recognizes and accepts the right and the power of the Condominium to evict the tenant for any violation of the above. "*

In the event the Board determines that a tenant is continuously violating the rules and regulations of the Condominium, the Board may require the owner to evict the tenant. The Home Owner shall be liable for all fines, damages and/or legal fees that may be incurred as a result of the activities of the tenant. The cost to rent your unit for each new renter is \$1,000 payable to Sterling Woods Condominium, Ltd., The landlord must provide the tenant with the necessary number of fire extinguishers as required by law.

- h) **Sale or Conveyance of a Home:** Thirty days before the sale or conveyance of a unit, the owner must notify the property manager and the Board about the impending change of ownership and provide the name and address of the potential new owner. In addition, the following will be done before a clearance letter will be issued:
 - i. The property manager will perform a visual inspection to check for modifications and possible damage or anything else that needs to be corrected including any violations of the house rules.
 - ii. All architectural request forms and Hold Harmless forms must be up to date and on file for any modifications that were made to the unit's exterior and/ or the limited use common area assigned to the unit. These modifications include but are not limited to an owner installed

- patio, owner installed rear steps, railings front and back, and an egress window.
- iii. All items listed above in i and ii must be corrected and common charges, fees and fines must be paid.
 - iv. **The Clearance Letter Policy** requirements must be satisfied. This policy is in the back of the manual for reference.
- i) **Transfer to a Trust or Life Estate:** In the event of the transfer of a unit to a trust or a life estate, the original owner must notify the property manager and provide the name of the trust or life estate and in the case of a trust, the names and addresses of the trustees.
 - j) **Vacancy of a Unit:** If a unit will be vacant and unoccupied for a time (e.g.: "snowbirds"), the absentee owner is responsible for the following:
 - i. The owner is to provide a friend, a family member, or a neighbor with keys to the unit should an emergency arise (e.g.: flood, theft, fire) and there is a need to enter the unit.
 - ii. The owner must contact management and provide them with the dates the unit will be unoccupied as well as the name, phone number and relationship to the owner of the nearby contact person, and the owner's cell phone number in case of an emergency while the owner is not occupying the unit or is on vacation.
 - iii. In case the annual fire alarm inspection is scheduled during the vacancy, the owner needs to make sure that there will be access to the unit for the annual fire alarm inspection. It is required by law that owners provide this access to their home by the alarm company. If owners cannot be there on the days of inspection, the owner will be charged the vendor's fee to reschedule the inspection.
 - iv. Out of consideration for other residents, owners who are going to be absent from Sterling Woods for extended periods of time must not store their car(s) in our visitor parking spaces as these spaces are limited. Cars must be stored in the garage and driveway. Stored vehicles must be insured, registered, and inspected with current license plates. Uninsured, unlicensed vehicles are subject to towing at the owner's expense.

Section 5. Maintenance and repair work to individual homes:

- a) All owners must perform promptly all maintenance and repair work to their home which, if omitted, would affect the Community in its entirety or in a part belonging to other Home Owners, or the building of which their home forms a part, the owner being expressly responsible for the damages and liabilities that their failure to do so may engender.
- b) All the repairs to internal installations of the home located in and servicing only that home, such as telephones, sanitary installations, heating/cooling system including the exterior air conditioning, pipes, wires, and conduits located within or without the same home unit shall be at the home-owner's expense. Painting and decorating of the inside of the homes, repairs and replacements to the homes including windows (including all glass breakage),

doors, windows and doors which open from a home and repairs to the HVAC (heating/air conditioning system), shall be made by the respective Home Owners at their own expense. Please note that installing new Doors, Windows and a new air conditioning system require approval from the Board.

- c) All maintenance, repairs, and replacements to the common elements of the property including but not limited to exterior walls, roof, and roof members as well as all maintenance, repairs and replacements to any public utility lines as are located in the common elements and serve one or more homes, and exterior maintenance shall be a common expense.

Section 6. Alterations and modifications:

- a) **Compliance:** All work done pursuant to this Section must be done in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof. This is solely the responsibility of the Home Owner, and the Board of Managers assumes none of that responsibility by approving a Request to Modify.
- b) **Board approval:** No work done pursuant to this Section may be commenced without the prior written approval of the Board of Managers. A architectural modification form* and Hold Harmless form• along with a damage deposit of \$250.00 must be submitted to the Board before approval can be considered. In the case of a request for a Basement Egress Window, an application for architectural modification (Egress) form* must also be submitted along with a damage deposit of \$1,500.00. The Board shall have the obligation to answer within thirty days from the receipt of properly submitted requests and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. Upon satisfactory completion and inspection of the work, the damage deposit will be refunded.
- c) **Governmental approval:** All necessary governmental approvals/permits must be obtained by the Home Owner and must be submitted to the Board for review upon request.
- d) **Contractors:** Contractors hired by Home Owners must be fully licensed and insured, must have worker's compensation coverage, and must indemnify Sterling Woods. Home Owners must submit proof of this coverage, and a copy of the contractor's license before a contractor starts any major work (e.g., windows, doors, garage door, kitchen/bath/basement/etc. remodels. Egress windows, etc.)
- e) **Alteration to Common Elements:** A Home Owner may not make any alterations to the exterior of the home or any part of the Common Elements nor may any structure be built on any portion of the Common Elements or Restricted Common Elements without the written consent of the Board of Managers.
- f) **Interior Alterations:** No alterations to the inside of a home which would impair the structural soundness of the building may be made.
- g) **Exterior alterations:** No building, deck, patio, fence, sign, statuary, wall, gate or other structure, or change or alteration to the exterior of the homes

or color of the homes or in the landscaping shall be commenced, erected, replaced or maintained, nor shall any exterior addition to, or change or alteration thereto, be made without written approval from the Board of Managers.

- h) **Air conditioning:** No Home Owner shall install or permit to be installed any window mounted or through-the-wall mounted air conditioning unit in the home. An in-room air conditioner with a small removable window vent is permitted.
- i) **Door replacement:** Any replacement of a Home Owner's front door or garage door must be approved by the Board of Managers. The Board shall require the Home Owner to replace any door which is deemed to be non-conforming to the rest of the Community.
- j) **Storm doors:** Storm doors must be a full view clear glass storm door. If a new storm door is desired, the owner must submit the Architectural Modification form with a photo of the desired door. It must be approved by the Board before installation proceeds.
- k) **Patio:** Any alterations to the patio areas require written approval of the Board of Managers and compliance with the following conditions before work begins. The architectural modification form and Hold Harmless forms (see end of manual) must be submitted along with the \$250 damage deposit. It is also required that Sterling Woods' s irrigation vendor, at the owner's expense, moves any part of the irrigation system that might be under the new patio before the patio is installed. Proof that this has been done must be submitted to the Board or property manager before work begins. The unit's water main shutoff valve must be located prior to the start of the construction to ascertain that it will not be covered by the patio as required by Suffolk County Water Authority. Work must begin within 30 days of approval by the Board.
- l) **Antennas:** No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of the home without the prior written consent of the Board of Managers.
- m) **Satellite Dishes:** satellite dishes are permitted with prior written consent of the Board of Managers. The architectural modification form and Hold Harmless forms (see end of manual) must be submitted before consent is given. Damage caused by the installation of said dish or other appurtenances shall be the responsibility of the Homeowner to maintain. Roof penetrations will be the responsibility of Home Owner in perpetuity.
 - i. The dish's diameter cannot exceed eighteen inches, must not extend beyond the highest point of the roof and must not be visible from the street.
 - ii. There will be no warning for violation of this rule as prior approval is needed. Violation of this rule will make the Home Owner subject to a fine of \$250.00 and relocation of the dish to an authorized location at the Home Owner's expense.

- n) **Handrails:** All requests to install handrails require architectural modification form and Hold Harmless forms, a \$250 damage deposit, and approval by the Board.
- o) **Gutter Guards:** Gutter guards are **not** permitted.
- p) **Dumpster or mobile storage container (i.e., POD):** Dumpsters, PODs and similar units are only permitted with prior approval of the Board of Managers and must comply with the policies established by the board. A hold harmless form and a architectural modification form POD/Dumpster (see end of manual) form must be submitted and a \$250 damage deposit, which will be returned upon completion and inspection by the property manager. A discussion with the Property Manager and/or the Board to determine the location of the dumpster and the length of time of time that it will be permitted on property is required. Placement on a driveway must be mutually agreeable with the owner who shares the driveway. There will be no warning for violation of this rule as prior approval is needed. Violation of this rule will make the Home Owner subject to a fine of \$100.00 per day for failure to comply with this rule.

Section 7. Vehicles, Parking:

- a) **Speed limit:** The speed limit within Sterling Woods Condominium is fifteen (15) mph. All stop signs must be observed.
- b) **Garages:** Garages may only be used for the storage of automobiles and personal property of the Home Owner.
- c) **Commercial vehicles:** There shall be no overnight storage of commercial vehicles showing a commercial name, logo, or commercial license plate, nor any vehicle bearing equipment such as ladders on the roof.
- d) **Unregistered / uninspected / non-drivable vehicles:** There shall be no storage of unregistered, uninspected, or non-drivable vehicles on the common roadways, driveways, or parking areas.
- e) **Overnight parking:** There shall be no overnight parking of automobiles on the common roadways without the prior consent of the Board of Managers.
- f) **Recreational vehicles:** Boats, recreational vehicles, snowmobiles, jet skis or trailers of any type may not be stored on the common roadways, driveways, or parking areas. Such vehicles may be stored only in the Home Owner's garage.
- g) **Repairing vehicles:** No repairing of any vehicles mentioned in this Section is permitted in any common area or driveway. This also includes changing of oil as it deteriorates the asphalt. Minor repairs, within one day, are permitted in the garage only.
- h) **Access:** No person shall park an automobile or vehicle of any type in any manner which would obstruct any Home Owner's access to any driveway, roadway, or parking space.
- i) **Towing:** Any vehicle that is in violation of parking regulations is subject to being towed at the vehicle owner's expense.
- j) **Guest vehicles:** Home Owners are responsible for their guest's vehicles.
- k) **Parking spaces:** Each unit has two reserved parking locations - the garage and the driveway in front of the garage. The remaining parking spaces are available on a first come first-served basis. They are not storage spaces but are to be used for vehicles that are moved

frequently and for guests. Cars may not be left in a space for more than **three consecutive days**.

- l) **Car Census:** It is the Home Owner's responsibility to make sure the most current security profile is on file with the property management company. The following information about each vehicle including motorcycles that they or any member of their household or tenants own and regularly park on site: make, model, style, year, plate#. This is to include all vehicles owned by all residents of each unit. **This information is to be updated as it changes when vehicles are bought or disposed of.**
- m) **Electric Vehicle Charging Station:** Electric Vehicles are to be charged inside an owner's garage. If a charging station is needed, it may be installed, at the owner's expense, in their garage and not on common property. No charging cords will be permitted on the driveway or on any common area.
- n) **Motorized Vehicles:** Except for medically proven, required vehicles such as motorized wheelchairs and/or so-called senior mobility scooters, no motorized vehicle, including, but not limited to, minibikes, mopeds, go-peds, scooters, pocket scooters, motor-assisted bicycles, and go-carts, shall be operated in Sterling Woods in compliance with Town of Brookhaven Code § 37-2 *Operation on private property*. As the owner of the property, Sterling Woods does not give anyone permission to operate an all-terrain vehicle or motorized vehicle, as defined by the Town of Brookhaven Code, anywhere on the property.
- o) **Vehicles Parked at Owner's Risk:** Vehicles parked on Sterling Woods' property are parked at the owner's risk. Sterling Woods and vendors assume no responsibility for damage to any vehicle. (Added Feb. 25, 2021)

Section 8. Assessments, fines, and fees:

- a) **Assessments:** Monthly maintenance fees and other assessments shall be paid promptly. These charges are due on the first of the month and any payments received after the 15th shall be charged a \$25.00 late fee. Any returned checks shall be subject to a \$30.00 returned check fee plus any bank fees incurred. All fines (see below) are to be considered as an additional common charge to the account of the violator.
- b) **Violations:** Violations of the General Rules and Regulations are subject to a fine or other penalty to be determined by the Board of Managers. Fines may be levied in accordance with the following schedule but may be increased at the board's discretion up to \$250.
 - 1st offense – warning
 - 2nd offense - \$100 fine
 - 3rd offense - \$125 fine
 - Subsequent- \$25 additional charge for each subsequent occurrence up to \$250.

Note that there are different fines for more serious violations of the house rules. These different fines are stated in the description of the respective rule. For example, violating the Dumpster/Pod house rule results in an immediate \$250 fine with no warning.

- c) **Damage:** Willful damage to the exterior of the condominium or to any common areas will result in the following:

- 1st offense warning will be issued with the opportunity for the Home Owner to repair the damage within three days of receipt of the warning. If the damage is not repaired in a timely manner, repairs will be made by the Board at the Home Owner's expense.
 - 2nd offense \$ 100.00 fine plus repair at Home Owner's expense.
 - 3rd offense \$ 125.00 fine plus repair at Home Owner's expense.
 - Subsequent \$ 150.00 fine for each plus repair at Home Owner's expense.
- d) **Landscaping:** Removal of shrubs and/or trees without the prior written approval of the Board of Managers will make the Home Owner subject to a \$100.00 fine per shrub and/or tree. No warning will be given. In addition, the Home Owner will be billed for the replacement and installation of new shrubbery and/or trees.
- e) **Unpaid fines:** Unpaid fines are subject to the levy of an additional \$25 fine per month. Chronic non-payment of fines will force the Board to take legal action at the cost of the Home Owner.
- f) **Legal Fees:** Since Sterling Woods is damaged financially when it has to retain an attorney to have a resident pay a fine or accept a board decision, the Board will seek damages from the Home Owner for these costs.

Section 9. General Rules:

- a) **Alarms-** Each building is equipped with a smoke/heat/fire/CO detection system. Each residential unit is served by heat sensors which operate from a master control panel in each building. These systems are checked for proper operation annually as required by the Town of Brookhaven. A certification of operation is filed with the Fire Marshal for the Town of Brookhaven for each **completely** checked building. If the heat sensors are tampered with, removed, or painted, the cost of replacement will be charged to the Home Owner. Home Owners are responsible for replacing defective smoke and CO detectors. Any updated fire code mandates are the responsibility of the unit owner. **Fire Alarm Inspection** -A charge of \$100.00 will be made when a resident or owner fails to be home to admit the Fire Alarm Inspector on the scheduled inspection day. When a make-up inspection appointment is needed, the cost of the make-up inspection will be charged to the Home Owner. If the resident or owner is absent for the make-up inspection, a fine of \$250.00 will be charged in addition to the cost of the missed appointment. This will apply to subsequent missed appointments. Legal action, at the cost of the owner, will be initiated upon the third missed appointment.
- b) **Barbeque grill:** The use of a barbeque grill is restricted to the area at the rear of the condominium and must comply with all local laws. (Local laws state that all grills, when in use, must be ten feet or more from the building/privacy fence, and, when not in use, propane gas grills must be shut off and stored at least three feet from the building.)
- c) **Bird feeders:** There will be no bird feeders anywhere on the common elements.
- d) **Decorative items:** Home Owners must limit the number of decorative items placed on the landscape including flowerpots, small statuary, and other landscape items.
- e) **Exterior Light Fixtures:** Front Door and Rear Sliding Door Light Fixture may be replaced at the owner's expense. The owner must first **submit architectural modification form and Hold Harmless forms** with a photo of the new fixture and wait for Board approval. If the replacement is to be installed by an electrician, the

license, and insurance information must be included with the Request to Modify form. The fixture is to be placed in the same location as the original fixture. The garage door light fixture is the responsibility of Sterling Woods and cannot be changed.

- f) **Flags:** An owner may display the American flag or a seasonal flag. The flag must be displayed on a flagpole. The bracket that holds the ¹flagpole must be attached to the garage door frame on the side closest to the walkway assigned to the unit, anywhere between one inch below the top of the garage door frame and even with the house number (as shown in the photo) and may not be attached to the gray vinyl siding. The maximum pole length is six (6ft.) feet. The largest flag that may be displayed is 3 feet by 5 feet. When displaying the American flag, the Home Owner must also follow federal guidelines. (Federal guidelines state, for example, that the American flag must be illuminated if displayed after dusk.)
- g) **Garage Sales:** Garage Sales are **not permitted**. Tag Sales are permitted and must be limited to the interior of the home. The Home Owner may make up a sign to be displayed on the bulletin board one week in advance, and one sign will be permitted on the front lawn of the home on the day of the tag sale.
- h) **Garbage:** Garbage containers may be placed at the curb on the evening prior to pick up. They must be returned to the inside of the garage on the same day as the pickup and may not remain outside. The same rules apply to large special pickup items. No bulk items will be accepted on the first collection day of the week. Owners must call our vendor, Maggio Environmental Services, to let them know about bulk items, to find out how the item should be left at the curb, and to make sure that they will pick up the item. It is the Home Owner's responsibility to arrange for compliance with these rules and to check the carting companies' website for schedules and policies.
- i) **Hanging garments:** It is prohibited to hang garments, rugs, etc., from windows or from the building or to string clothes lines on or over the common elements or to use any of the common elements for storage purposes.
- j) **Holiday decorations:** Holiday decorations and lights must be removed within thirty days of the holiday.
- k) **Hoses:** When not in use, hoses must be rolled up on a portable hose wheel or properly mounted holder. Hoses may never be left on the common area.
- l) **Impeding maintenance:** No objects should be left in a location that would hinder the maintenance workers from doing their job or that would impede the proper function of the sprinkler system. Neither the Condominium nor any contractor in the employ of the Condominium will assume any responsibility for damage to these items by any of its contractors or staff.
- m) **Interrupting Workers:** Owners and residents are asked NOT to interrupt any worker or vendor to talk to them while they are working.
- n) **Landscaping:** Additional installation of landscaping must be approved by the Board of Managers and the Home Owner must comply with all requirements specified by the Board. While the Board will make every effort to maintain all landscaping and flower beds, it cannot necessarily assume that responsibility for any additional plantings installed by Home Owners around their home. If an owner requests to have Sterling Woods replace shrubs or trees with new shrubs or trees, Sterling Woods will not replace them if they are alive. An owner may submit a request to

replace them at his or her cost for the entire job - removal of the shrubs/tree(s), purchase of new shrubs/tree(s), installation of same by Sterling Woods's landscaper, and cleanup. Approval of the owner's request is at the discretion of the board. Once a Home Owner has completed this, then the bush and/or tree will be considered a donation to Sterling Woods, becomes the property of Sterling Woods, and will be cared for by Sterling Woods.

- o) **Mortgage information:** All Home Owners who mortgage their home shall immediately notify the Board of Managers, providing the name and address of the mortgager.
- p) **Painting:** No Home Owner shall paint the front door any color other than white or a shade of gray that closest matches the color of the shutters.
- q) **Pets:**
 - i. All dogs and other legal pets must be leashed and shall not be permitted to run loose. Cats are to be kept indoors only.
 - ii. All dogs must be licensed. Owners are to provide the following information about each dog that they or any member of their household or tenants own: breed, weight, color, name, license number and effective date. This information is to be entered on the Home Owner information form. The property manager is to be notified if the information changes.
 - iii. Home Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas.
 - iv. Dogs must be curbed and may not urinate on the shrubs or grass. Carry water in case of an accident to wash it.
 - v. No cages or "runs" shall be constructed on the Common Areas.
 - vi. Residents not following proper "pet etiquette" will be subjected to a fine of \$100. This fine will increase incrementally by \$25 up to \$250 for each additional offense. Allowing your pet to urinate or defecate on common property is disrespectful towards others. Remember to clean **up** after your pet should he/she have an accident on our common ground.
- r) **Privacy Fences:** No Home Owner shall attach or affix anything to the privacy fences.
- s) **Signs:** No resident of the Community shall post any advertisement or poster of any kind in or on the Community including "For Sale" signs except as authorized by the Board of Managers.
- t) **Tents:** No tents, gazebos or similar types of structures are permitted on any portion of the common areas without the consent of the Board of Managers.
- u) **Unattended items:** Bicycles, carriages, toys, etc. may not be left out overnight in the common areas. During the day, such items may not be left unattended for prolonged periods of time.
- v) **Walkway lights:** Walkway lights may be installed. If they are wired, then the wiring must be situated so that it is not visible and does not endanger anyone using the walkway. Any sprinkler or electrical line damage will be repaired at the Home Owner's expense. Neither the Condominium nor any contractor in the employ of the Condominium will assume any responsibility for damage to these lights by any of its contractors or staff.
- w) **Window treatments:** Appropriate window treatments are required for the windows of all homes.

Section 10. Forms

a) Architectural Modification Form

STERLING WOODS CONDOMINIUM, LTD.
Architectural Modification Request

NOTE THAT THE OWNER MUST BE CURRENT WITH COMMON CHARGES BEFORE ANY APPROVAL WILL BE GIVEN

Date _____ Homeowner's Name _____

Address _____ Phone: _____

Description of work to be done: _____

Description and color of material to be used: _____

Is work being performed by homeowner: Yes* _____ No _____

*** (Egress Window – see Addendum included with application packet)**

If no, enter the name, license number, address and phone number of contractor:

Contractor's contract MUST state that all work will meet or exceed local and state code requirements, including permit filing(s), that all debris will be removed from Sterling Woods premises, and that the contractor will provide Sterling Woods Condominium, Ltd. with a Certificate of Insurance for liability coverage. In addition, if the homeowner is performing the work (**which is not acceptable for the installation of a Basement Egress Window**), the homeowner must also meet or exceed local and state code requirements, remove all debris from Sterling Woods premises and show proof of liability coverage.

No sprinkler lines may remain under any patio construction. Removal/relocation of sprinkler lines must be done by Sterling Woods' contractor at homeowner's expense.

Attach to this form a drawing or sketch of your property showing the modifications, including measurements, and a copy of the contractor's proposal. Also, attach any information such as brochures, pictures or literature that will assist the Board in their approval process and a check for \$250 (**\$1500 in the case of a Basement Egress Window**) as a damage deposit. The check will be returned to you within 14 days upon an inspection that shows that all terms of this agreement have been satisfied.

Signature of owner

Date

Signature of joint owner

Date

Updated 1/28/2024

b) Architectural Modification Form for Basement Egress Window

**Addendum To Architectural Modification Request Form
For Basement Egress Windows**

Please read carefully, sign and return with your application, Hold Harmless Form and your check for the Damage Deposit.

In addition to the terms and conditions contained in the Request to Modify and Hold Harmless forms, the following terms and conditions specific to basement egress windows must be agreed to:

- An egress window can only be installed as a modification to the existing basement window at the rear of the unit and all work must be completed by a licensed insured contractor and permits obtained as per State or Local building code. Sterling Woods Condominium, Ltd. and Alexander Wolf & Company, Inc. must be listed on all contractor(s) insurance certificate(s).
- Homeowner is responsible for any utility lines that have to be moved such as PSEG, National Grid, Verizon and Cable, as well as any Irrigation lines.
- Homeowner is responsible for all common ground infringed upon during the installation process. The homeowner must use the appropriate Sterling Woods Vendor (landscape, irrigation, etc.) for any work necessary to restore common grounds to acceptable condition at the sole discretion of Board of Managers and be billed directly by the contractor.
- A **damage deposit of one thousand five hundred dollars (\$1,500.00)** must be paid by the homeowner prior to approval of request and will be returned within 14 days of completion of the installation, submission of proof of the issuance of a Certificate of Occupancy by the Town of Brookhaven, and inspection of common grounds by the Board of Managers.

It is understood that the installation of an egress window in no way alters the fact that the Premises shall be used and occupied exclusively as a private single family two-bedroom residence and that neither the Premises nor any part thereof shall be used at any time for any purpose other than as a private single family two-bedroom residence in accordance with our governing documents.

Signature of owner

Date

Signature of joint owner

Date

Updated 1/28/2024

c) Hold Harmless Agreement

**Sterling Woods Condominium
HOLD HARMLESS AGREEMENT**

Date _____

We, (I) _____, residing at _____
in Sterling Woods Condominium, Port Jefferson Station, NY 11776, in order to persuade the Board of Managers of Sterling Woods Condominium, Ltd. to approve the following architectural change(s):

_____, hereby agree to hold the Board of Managers and Sterling Woods Condominium, Ltd. and Alexander Wolf & Company, Inc. harmless from any and all damages, claims and/or expenses resulting to the common elements including, but not limited to, the front/rear/side of the unit, adjacent units, and the ground itself by virtue of said architectural change(s) or modification(s) and will pay for any repair thereto.

We (I) further agree to hold the Board of Managers and Sterling Woods Condominium, Ltd. and Alexander Wolf & Company, Inc. harmless for all removal, reinstallation, or maintenance expenses to said architectural change(s) or modification(s) arising out of the Board's need to maintain the common elements at the unit, including but not limited to the front/rear/side of the unit, adjacent units, and the ground itself and to maintain the adjoining common elements and including but not limited to any fires due to the architectural change(s).

In the event the Condominium must, in its discretion, take action to protect its rights in connection with any alterations or additions performed by the Homeowner, the Homeowner, agrees to reimburse the Condominium for all costs and fees associated therewith, including, but not limited to, attorney's fees and court costs.

The Homeowner, will obtain and provide the Condominium with a certificate of insurance and workers compensation from his/her contractors, naming the Condominium and Managing Agent as an additional insured.

We (I) further acknowledge that it is solely our (my) responsibility to comply with any and all requirements mandated by state and local governmental authorities and that the Board of Managers does not, in any way, assume any of that responsibility by approving this Architectural Modification Request.

Signature of owner

Date

Signature of joint owner

Date

Updated 1/28/2024

d) Request for the Use of a Dumpster/Pod 1 of 2

REQUEST FOR THE USE OF A DUMPSTER/POD (a moving/storage container)

STERLING WOODS CONDOMINIUM, LTD.

***NOTE THAT THE OWNER MUST BE CURRENT WITH COMMON CHARGES BEFORE ANY APPROVAL WILL BE GIVEN. ***

Date _____ Homeowner(s) Name(s) _____

Address _____ Phone: (H) _____ (C) _____

(I am) (We are) requesting the placement of a _____ on the common area of Sterling Woods Condominium. Enter POD or moving container or dumpster in the space.

Start date: _____ End date: _____

Note that neither a POD nor a dumpster may be on site for more than five (5) days

Reason for the POD or dumpster: _____

Size of the POD or dumpster: Length: _____ feet, Width: _____ feet, Height: _____

Note: Maximum size permitted for a dumpster is 10 cubic yards and for a POD is 12' x 8' x 8'

Location of the POD or dumpster will be determined by the Property Manager and/or the Board either on the owner's driveway or in a guest parking space: _____

***Property Manager to enter driveway or guest parking space in the above blank space. ***

Brookhaven Town Code §45-7.5 prohibits placing a dumpster or moving container on the street. Note that Sterling Woods prefers that it be placed on the driveway if possible. In some cases, the moving/storage container or dumpster may have to be located in a guest parking space.

In the case of a dumpster, Sterling Woods Condominium prefers that, if possible, you are to encourage the contractor to remove debris daily instead of using a dumpster. In this case, under no circumstances should debris be left outside overnight. Note that it will be the homeowner's responsibility to make sure that excess debris is properly prepared and stored in the garage or in the contractor's truck and that it is not stored on any part of the common area. There is to be no overflow from the container.

Name of vendor supplying the dumpster or moving container: _____

Address: _____

Phone number: _____ License number: _____

***Note that proof of insurance indemnifying Sterling Woods and worker's compensation certificate must be supplied to the management company with this application. ***

e) Request for the Use of a Dumpster/Pod 2 of 2

REQUEST FOR THE USE OF A DUMPSTER/POD (a moving/storage container)

The following requirements must be satisfied. Homeowner is to initial each requirement.

- _____ The proper paperwork must be supplied, along with this form, and a \$250 damage deposit, which will be returned upon completion and inspection of the common area by the property manager and/or the board.
- _____ If the dumpster or moving container is to be placed on your driveway, the neighboring homeowner who shares your driveway must be notified.
- _____ The vendor supplying the POD, or the dumpster must provide proof of workman's compensation and liability insurance to Sterling Woods. In addition, the vendor must also indemnify Sterling Woods on the insurance policy.
- _____ The POD or dumpster vendor must be licensed.
- _____ The dumpster or POD must have dumpster pads or thick plywood underneath to prevent damage to the driveway, street, or parking space.
- _____ The dumpster must be covered with a tarp.

Attach to this form any information such as brochures, pictures or literature that will assist the Board in making a decision and a check for \$250 as a damage deposit. The check will be returned to you within 14 days upon an inspection that shows that all terms of this agreement have been satisfied.

Signature of owner

Date

Signature of joint owner

Date

Neighboring Homeowner's signature indicating that he/she has been notified that a moving container or dumpster will be placed on the adjoining driveway:

Board of Managers approval

Date

f) Clearance Letter Policy

Sterling Woods Condominium

Clearance Letter Policy

Before a clearance letter will be issued to an owner upon the sale of their unit the following must be completed.

The seller must notify the property manager, the management company, and the Board at least **THIRTY DAYS** (30) days prior to the sale of the unit.

1. Inspection of exterior of unit by the property manager for modifications and/or violations.
2. Violations, if any, have to be cured.
3. A check of the file that is maintained by the management company for the unit to make sure that all paperwork is in order. If the paperwork is incomplete, the owner must meet with the property manager to complete the paperwork.
4. A check that all fees, fines, common charges, etc. have been paid.
5. A check that the fire alarm inspection is up to date.
6. It is the seller's responsibility to provide the buyer with a copy of the Offering Plan, Declaration, Covenants and Restrictions, and the By-Laws along with a current copy of the House Rules. To comply with this, the seller must show the property manager that they have a copy of the governing documents to give to the buyer. If not, the seller must obtain a copy from the management company or from Suffolk County Clerk's office or from the Secretary of State, Department of State, Division of Corporations, in Albany to give to the buyer. The House Rules are available on our website.
7. The seller will have a fee of \$150.00 to cover administrative expenses. The buyer will be required to pay two (2) months of common Charges before they move in.
8. A checklist of the above items is signed by the property manager, a board member, and the owner, assuring that all items have been completed.

Updated February 19, 2024

g) Clearance Letter Checklist



Sterling Woods Condominium Ltd.

Policy Memorandum

CLEARANCE LETTER CHECKLIST:

Name of selling owner(s): _____

Unit # _____

The closing will be on or about _____

The Property Manager ascertains that the following have been completed:

The exterior of the unit has been inspected by the property manager of modifications and/or violations.

All violations, if any, have been cured.

The file for Unit # _____ has been checked. Check one of the following:

All paperwork has been completed.

The following paperwork is missing:

_____ | _____
Missing paperwork must be completed before a clearance letter will be issued.

All fees, fines, common charges, etc. have been paid.

The fire alarm inspection is up to date.

The property manager will check one of the following.

The selling owner has possession of a copy of the Offering Plan, Declaration, Covenants and Restrictions, and the By-Laws along with a current copy of the House Rules and is prepared to give it to the buyer.

OR

The selling owner **DOES NOT HAVE** possession of a copy of the Offering Plan, Declaration, Covenants and Restrictions, and the By-Laws along with a current copy of the House Rules and is prepared to give it to the buyer. In this case: the seller must obtain a copy from the management company or from Suffolk County Clerk's office or from the Secretary of State, Department of State, Division of Corporations, in Albany to give to the buyer. The House Rules are available on our website. **A clearance letter will not be issued until the seller has acquired a copy of the Governing Documents to give to the buyer.**

Print and sign your name and date:

Property Manager: _____ Date _____

Seller: _____ Date _____

Board Member: _____ Date _____

Updated 2/5/2024

h) Annual Homeowner Information and Security Profile

RETURN TO: Sterling Woods Condominium, Ltd
 c/o Alexander Wolf & Co. One Dupont St., Suite 200 Plainview, NY 11803 or
 email:kdepasquale@alexanderwolf.com & tbenincase@alexanderwolf.com

Date: _____

2023 ANNUAL HOMEOWNER INFORMATION AND SECURITY PROFILE - UPDATES ONLY

PLEASE PRINT CLEARLY – If needed, put additional information on the reverse side.

| UNIT #: | OWNER(S): | | | | |
|--|------------------|---------------------------|--------|-------|----------------|
| TYPE OF OWNERSHIP Check one: <input type="checkbox"/> Individual <input type="checkbox"/> Joint <input type="checkbox"/> Trust <input type="checkbox"/> Life Estate <input type="checkbox"/> Corporation <input type="checkbox"/> Other: (If a trust, list the trustees. If a corporation, list the officers. Include the mailing addresses for each person.) TRUST NAME _____ TRUSTEE _____ ADDRESS _____ _____ | | | | | |
| MORTGAGE OR REVERSE MORTGAGE INFORMATION (Check one. If the first one is checked, complete the information.) | | | | | |
| <input type="checkbox"/> Mortgage Lender: _____ Address: _____ <input type="checkbox"/> There is no mortgage or other lien on this unit. | | | | | |
| RESIDENTS AND CONTACT INFORMATION | | | | | |
| 1. NAME _____ | | | | | |
| HOME PHONE # _____ CELL # _____ E-MAIL _____ | | | | | |
| 2. NAME _____ | | | | | |
| HOME PHONE # _____ CELL # _____ E-MAIL _____ | | | | | |
| 3. NAME _____ | | | | | |
| HOME PHONE # _____ CELL # _____ E-MAIL _____ | | | | | |
| 4. NAME _____ | | | | | |
| HOME PHONE # _____ CELL # _____ E-MAIL _____ | | | | | |
| EMERGENCY CONTACT INFORMATION (List a person who does not live in Sterling Woods.) | | | | | |
| NAME | RELATIONSHIP | PHONE (include area code) | | | |
| | | | | | |
| | | | | | |
| OUT OF TOWN - VACATION - "SNOWBIRD" CONTACT INFORMATION | | | | | |
| ADDRESS: _____ | PHONE # _____ | | | | |
| RESIDENT VEHICLES – List ALL cars that you or a resident of your unit park at Sterling Woods Condominium | | | | | |
| Registered to resident # | License Plate # | Make | Model | Year | Color |
| 1 2 3 4 | | | | | |
| 1 2 3 4 | | | | | |
| 1 2 3 4 | | | | | |
| 1 2 3 4 | | | | | |
| DOG and CAT INFORMATION (For each dog, attach a copy of the license receipt or other proof of licensure.) | | | | | |
| Dog or Cat | Name | Dog License #, Date | Weight | Breed | Color/Markings |
| | | | | | |
| | | | | | |
| HOMEOWNERS DIRECTORY LISTING Please clearly print the information that you would like to be included in the directory. If this is left blank, only your name and unit number will appear in the directory. | | | | | |
| NAME | PHONE | E-MAIL ADDRESS | | | |
| | | | | | |
| | | | | | |

i) Affidavit for Access to Books and Records

STERLING WOODS CONDOMINIUM

AFFIDAVIT FOR ACCESS TO BOOKS AND RECORDS

I, _____, being duly sworn, deposes and says:

1. I am a lawful Homeowner and resident of a Unit within and a part of Sterling Woods Condominium. I am a Member in good standing and reside within the Condominium.

2. I hereby respectfully request the list of documents expressly referenced and included on the attached Schedule "A".

3. I am exercising this right to examine in person (or by my agent or attorney), during usual business hours, and to make extracts therefrom, and agree to pay any reasonable administrative or other fees actually incurred by the Condominium, if any, in collecting, preparing, assembling and making available said documents for inspection and review.

4. I hereby swear that such inspection is for my own purpose and is not desired and will not be used for a purpose which is in the interest of a business or object other than the business of the Condominium and/or my interest therein.

5. The purpose of my inspection of the records listed in Schedule "A" is:

6. I have not within five years given, sold or offered for sale any list or record of members, or aided or abetted, or attempted or offered to aid or abet, any person in procuring any such list or record of members for any such commercial or improper purpose.

Date: _____

(Signature)

Sworn to before me this
_____ day of _____ 2023

Notary Public

j) Responsibility Chart for Owners

| <i>Sterling Woods Condominium, Ltd.</i> | <i>House Rules-February 2024</i> |
|---|----------------------------------|
| Responsibility Chart for Owners | |
| ITEM | Owner Sterling Woods* |
| 1. Owners' equipment/appliances | X |
| 2. Interior unit maintenance, painting etc. | X |
| 3. Interior alterations/repairs to unit | X |
| 4. Exterior alterations/repairs to unit | X |
| 6. Exterior pest control | X |
| 7. Interior pest control | X |
| 8. Plumbing | X |
| 9. Air conditioner | X |
| 10. Window/Window glass replacement - (including all glass breakage) | X |
| 11. Exterior repair/maintenance/painting | X |
| 12. Patio -Owners are to keep the patios in good repair and free from weeds including along the building and under the privacy fences. | X |
| 13. Roof repairs | X |
| 14. Insurance-fire or damage to structure | X |
| 15. Insurance-owner's contents and updates | X |
| 16. Common area landscape problems including weeding | X |
| 17. Permanent plants and trees adjacent to walkways and each condo | X |
| 18. Shoveling driveways and walkways | X |
| 19. Front steps/walkway/driveway | X |
| 20. Rear steps - Builder's original wood steps with handrail | X |
| 21. Rear steps - Owner installed steps | X |
| 22. Handrails - Front and rear | X |
| 23. Landscape - Note: Owners/Residents may plant annuals without permission from the Board. Do not remove any shrubs or trees nor plant any shrubs or trees without submitting the proper paperwork AND RECEIVING PERMISSION FROM THE BOARD before making any changes. See the House Rules booklet and By-laws for details. | X |
| 24. Vent covers at rear of building | X |
| 25. Garage doors | X |
| 26. Light above garage door | X |
| 27. Front and rear door lights | X |
| 28. Owner's responsibility: Smoke and CO detectors must comply with Brookhaven Town Code. | X |

The above list is not all inclusive.
 * Contact Thomas Benincase, our property manager at Wolf (516) 349-0540 (ext. 248) f: (516) 349-7751. tbenincase@alexanderwolf.com
 direct: (516) 939-1878 for any of these items. All e-mail requests should include a photo or two.

Updated Feb 2024

Section 11. Property Manager Information

Thomas Benincase is our property manager at Wolf management (516) 349-0540 (ext. 248) 631-476-2100 ext. 206).

All Forms can be found on the Sterling Woods Website www.Sterling Woods Condo.org

Sterling Woods Condominium, Ltd
62 Gettysburg Drive, Port Jefferson Station, NY 11776