

Georgica Estates – Section II - House Rules  
REVISED August 26, 2020

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 THE CONDUCT OF THE RESIDENTS THEREOF.

1. ALL HOMES SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY.
2. NO GARAGE SALES OR YARD SALES OR OTHER COMMERCIAL ENTERPRISES MAY BE CONDUCTED IN OR UPON THE AREA OF THE HOMES OR WITHIN THE PERIMETERS OF GEORGICA ESTATES.
3. NO NUISANCES AS DEFINED BY THE LAW SHALL BE ALLOWED ON THE PROPERTY NOR SHALL ANY USE OR PRACTICE ALLOWED WHICH IS THE SOURCE OF ANNOYANCE TO RESIDENTS OR WHICH INTERFERES WITH THE PEACEFUL POSSESSION AND PROPER USE OF THE PROPERTY BY ITS RESIDENTS. THIS INCLUDES BUT IS NOT LIMITED TO RADIOS, TELEVISIONS, STEREO SETS, MUSICAL INSTRUMENTS AND ANY OTHER SOUND PRODUCING EQUIPMENT.
4. OWNERS OF A HOME, MEMBERS OF THEIR FAMILY, GUESTS, TENANTS AND THEIR 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 TO BE INJURIOUS TO THE REPUTATION OF THE CONDOMINIUM.
5. THE COMMON ELEMENTS SHALL NOT BE OBSTRUCTED, MISUSED OR DEFACED IN ANY MANNER.

6. EVERY HOMEOWNER SHALL BE LIABLE FOR ANY AND ALL DAMAGE TO THE COMMON ELEMENTS AND THE PROPERTY OF THE CONDOMINIUM WHICH SHALL BE CAUSED BY SAID OWNER, TENANTS OR SUCH OTHER PERSON FOR WHOSE CONDUCT HE IS LEGALLY RESPONSIBLE.
  
7. EXCEPT AS OTHERWISE PROVIDED IN THE APPLICABLE BY-LAWS, EVERY HOMEOWNER MUST PERFORM PROMPTLY ALL MAINTENANCE AND REPAIR WORK TO HIS OWN HOME WHICH, IF OMITTED, WOULD AFFECT THE COMMUNITY IN ITS ENTIRETY OR IN A PART BELONGING TO THE OTHER OWNERS, OR THE BUILDING OF WHICH HIS HOME FORMS A PART, HE BEING EXPRESSLY RESPONSIBLE FOR THE DAMAGES AND LIABILITIES THAT HIS FAILURE TO DO SO MAY ENGENDER.
  
8. THE HOME AND THE AREA RESTRICTED TO THE HOMEOWNER'S USE SHALL BE MAINTAINED IN GOOD REPAIR AND OVERALL APPEARANCE, INCLUDING MAINTENANCE OF TREES AND SHRUBS NOT PROVIDED BY THE CONDOMINIUM ASSOCIATION.
  
9. SCREEN DOORS MAY NOT BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF MANAGERS.
  
10. A HOMEOWNER MAY NOT MAKE ANY ALTERATIONS TO THE EXTERIOR OF THE HOME OR ANY PART OF THE COMMON ELEMENTS OR RESTRICTED COMMON ELEMENTS WITHOUT WRITTEN CONSENT OF THE BOARD OF MANAGERS. THE PROCEDURE FOR REQUESTING BOARD APPROVAL IS CONTAINED IN THE ALTERATIONS POLICY ANNEXED TO THESE HOUSE RULES.
  
11. ALTERATIONS: THE TYPES OF ALTERATIONS TO THE COMMON ELEMENTS REQUIRING THE PRIOR WRITTEN CONSENT OF THE BOARD OF MANAGERS INCLUDE: ALTERATIONS TO THE STRUCTURE OF A UNIT, PATIO OR DECK, STRUCTURES BUILT OR PLACED ON THE LAWNS, SIGNS (OTHER THAN NOTED), INDIVIDUAL MAIL OR NEWSPAPER BOXES, ADDITIONAL LANDSCAPING AND PLANTING (OTHER THAN ANNUAL OR PERENNIAL FLOWERS IN THE PRESENT OR SIMILAR FLOWER BEDS). – SEE ATTACHED ALTERATION POLICIES FORM.

12. THE HOUSES IN THE CONDOMINIUM HAVE BEEN NUMBERED BY THE TOWN OF EAST HAMPTON. ONLY THE NUMBERS AS AFFIXED TO EACH RESIDENCE AND TO EACH DRIVEWAY ARE TO BE RECOGNIZED AS DESIGNATING THE INDIVIDUAL HOUSES. ANY OTHER SIGNS OR IDENTIFICATION ARE TO BE REMOVED. NAMES OF INDIVIDUAL HOMEOWNERS MAY BE PLACED AT OR NEAR THE HOUSE.
13. NO RESIDENT OF THE COMMUNITY OR ANY TENANT SHALL POST ANY ADVERTISEMENT OR POSTER OF ANY KIND IN OR ON THE COMMUNITY EXCEPT AS AUTHORIZED BY THE PRIOR WRITTEN APPROVAL OF THE BOARD OF MANAGERS.
14. IT IS PROHIBITED TO HANG GARMENTS, RUGS, ETC., FROM THE WINDOWS OR FROM THE BUILDING OR TO STRING CLOTHES LINES ON OR OVER COMMON ELEMENTS OR TO USE COMMON ELEMENTS FOR STORAGE PURPOSES.
15. NO HOMEOWNER SHALL PAINT THE EXTERIOR SURFACES OF THE WINDOWS, WALLS OR DOOR OPENINGS OUT OF HIS HOME, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF MANAGERS.
16. NO FENCE OR GATE SHALL BE ERECTED IN THE COMMUNITY WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF MANAGERS NOR MAY ANY EXISTING WALL OR FENCING BE ALTERED WITHOUT THE WRITTEN CONSENT OF THE BOARD OF MANAGERS.
17. NO REPAIR OF MOTOR VEHICLES IS PERMITTED IN ANY OF THE COMMON AREAS.
18. STORAGE AND PARKING OF BOATS, TRAILERS, CAMPERS, BUSES, TRUCKS, COMMERCIAL VEHICLES OR UNLICENSED VEHICLES IS STRICTLY PROHIBITED. STORAGE AND PARKING MEANS ANY OVERNIGHT PERIOD OF ONE DAY OR MORE.
19. NO TYPE OF FARM ANIMALS ARE PERMITTED ON THE PROPERTY AND NO PETS OF ANY KIND SHALL BE PERMITTED TO ROAM FREELY ON THE COMMON AREAS OR BE OUTSIDE THE CONTROL OF THE OWNER. ANIMALS MAY NOT BE TIED OUTSIDE

OF THE UNIT. HOMEOWNERS AND TENANTS ARE RESPONSIBLE FOR CLEANING THEIR PET'S FECES FROM OUTSIDE AREAS.

20. NO FLAMMABLE, COMBUSTIBLE OR EXPLOSIVE FLUID, CHEMICAL OR SUBSTANCE SHALL BE KEPT IN THE UNIT IN VIOLATION OF ANY FIRE CODE.

21. PRIOR TO THE LEASING OF ANY HOME AND BEFORE ANY LEASE IN SECTIONS I, II OR III, IN GEORGICA ESTATES CONDOMINIUM CAN BECOME EFFECTIVE: (1) HOMEOWNERS SHALL SUBMIT TO THE MANAGING AGENT A COPY OF EACH LEASE OF THE UNIT ALONG WITH THE PAYMENT OF A LEASING FEE OF **\$600.00** FOR EACH SUCH LEASE; (2) NO HOME SHALL BE LEASED FOR A PERIOD OF LESS THAN ONE MONTH IN ANY CALENDAR YEAR; (3) NO LEASE OF A HOME SHALL BE FOR MORE THAN ONE YEAR; (4) NO HOMEOWNER SHALL LEASE A HOME MORE THAN TWICE IN ANY ONE YEAR; AND (5) THE HOMEOWNER SHALL DELIVER TO THE MANAGING AGENT, ALONG WITH THE PROPOSED LEASE, A CERTIFICATE OF THE LESSEE CERTIFYING THAT HE OR SHE HAS RECEIVED A COPY OF THE HOUSE RULES OF GEORGICA ESTATES AND AGREES TO COMPLY THEREWITH AND TO BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM ANY VIOLATION THEREOF. NO UNIT THAT IS LEASED MAY BE SUBLEASED. FOR ANY VIOLATION OF THESE LEASING RULES, THE CONDOMINIUM SHALL IMPOSE AN ADDITIONAL FEE OF **\$250.00** FOR EACH MONTH OF NON-COMPLIANCE, WHICH AMOUNT(S) SHALL APPEAR ON THE UNIT OWNER'S MONTHLY BILL. HOMEOWNERS SHALL ALSO BE RESPONSIBLE FOR ALL DAMAGES TO THE COMMON AREAS CAUSED BY THEIR RENTER(S) AND FOR PROVIDING ANY RENTER OF HIS/HER HOME WITH A COPY OF THE HOUSE RULES OF GEORGICA ESTATES.

22. LEASES IN VIOLATION OF THESE LEASING RULES (1) WILL BE SUBJECT TO THE MONTHLY PENALTY REFERRED TO ABOVE, AND (2) WILL NOT BE RECOGNIZED BY THE CONDOMINIUM. RENTER(S) UNDER SUCH LEASES WILL BE EXCLUDED FROM THE USE OF THE FACILITIES AT THE CLUBHOUSE, I.E., SWIMMING POOL AND TENNIS COURTS.

23. PARKING OF AUTOMOBILES OR OTHER VEHICLES ON ANY LAWN OR OTHER GREEN AREA WITHIN GEORGICA ESTATES OR ON THE NON-PAVED SHOULDER OF HUCKLEBERRY LANE IS PROHIBITED.

24. EXCEPT FOR 20-POUND PROPANE TANKS (USED FOR BARBEQUE GRILLS), IT IS PROHIBITED TO HAVE A PROPANE TANK ABOVE GROUND ON THE COMMON AREAS OF THE PROPERTY (INCLUDING LIMITED COMMON AREAS); ALL SUCH PROPANE TANKS MUST BE BURIED BELOW GROUND.
25. WITH RESPECT TO HOMEOWNERS WHO PURCHASE A UNIT FROM AND AFTER SEPTEMBER 1, 2020, NO SUCH UNIT MAY BE OCCUPIED BY ANYONE OTHER THAN THE RECORD OWNER AND MEMBERS OF THE RECORD OWNER'S FAMILY UNTIL THE EXPIRATION OF THREE (3) YEARS AFTER THE RECORD OWNER'S DATE OF ACQUISITION OF TITLE. FOR PURPOSES OF THIS RULE, "MEMBERS OF THE FAMILY" SHALL MEAN SPOUSE OR DOMESTIC PARTNER, PARENTS, PARENTS-IN-LAW, BROTHERS, SISTERS, CHILDREN, GRANDCHILDREN AND NEICES AND NEPHEWS. IF THE UNIT OWNER IS A PARTNERSHIP, A LIMITED LIABILITY COMPANY, A CORPORATION OR A TRUST, THAT TERM SHALL MEAN MEMBERS OF THE FAMILY OF A PARTNER, MEMBER, SHAREHOLDER, BENEFICIARY OR OTHER BENEFICIAL OWNER, AS THE CASE MAY BE. WITH RESPECT TO ALL UNITS (REGARDLESS OF WHEN ACQUIRED), UNDER NO CIRCUMSTANCES MAY MORE THAN ONE FAMILY OCCUPY A UNIT AT ONE TIME. NOTHING CONTAINED IN THIS RULE SHALL PROHIBIT TEMPORARY OCCUPANCY OF A UNIT BY ONE OR MORE GUESTS OCCUPYING THE UNIT TOGETHER WITH THE RECORD OWNER OR MEMBERS OF THE RECORD OWNER'S FAMILY.