

SILVER VILLAGE CONDOMINIUMS  
AQUEBOGUE, NEW YORK

# Amended House Rules and Regulations

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Effective December 8, 2004

First Amendment – April 20, 2005  
Second Amendment - January 15, 2008

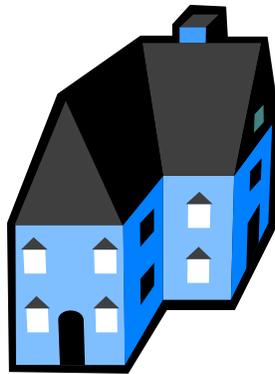


# Silver Village Condominium Association

Silver Village Condominium Association  
100 Summerfield Lane  
Riverhead, NY 11901

Condominium living differs from the residential neighborhood that is familiar to most of us. Due to the close proximity of our homes, residents should be aware of how their actions could easily affect their neighbors. In order to ensure harmonious living it is necessary that certain rules be enacted. It is the intent of Silver Village Condominium to ensure that all owners and leaseholders have complete use and enjoyment of their sites and the common elements. However, in doing so, it is the responsibility of Silver Village Condominium to enact guidelines to ensure that the actions of one resident do not unnecessarily or unreasonably disturb or conflict with the rights of other residents.

These Rules and Regulations, enacted by the Board of Managers, are not meant to be overly restrictive. Rules are not all inclusive and it is common sense, fairness and decency that dictate how they are meant to benefit all our residents. As with all Rules and Regulations any rule, order, statute, law or directive of any governmental agency of authority may supersede them.



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## HOUSE RULES

**Section 1.** 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 conduct of all residents thereof.

**Section 2.** All Homes shall be used for residential purposes only. All rentals, other than rentals by the Sponsor, must have prior consent in writing of the Board of Managers, must be subject to local zoning ordinances and must comply with the requirements contained in this By-Laws XI, Section 2. Tenants shall comply with all Rules and Regulations.

**Section 3.** Home Owners of a home, members of their families, their employees, guests 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 Home Owners, or in such a way as to be injurious to the reputation of the Condominium.

**Section 4.** The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

**Section 5.** Every Home Owner 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 he is legally responsible.

**Section 6.**

(a) Every Home Owner must perform promptly all maintenance and repair work to the Home Owner's own Home and Limited Common Element, if not a Condominium obligation, which, if omitted, would affect the Community in its entirety or in a part belonging to the other Home Owners, or the Building of which the Home forms a part, the Home Owner being expressly responsible for the damages and liabilities that the Home Owner's 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 and sanitary installations shall be at the Home Owner's expense.

(c) All screen/storm doors must conform to models installed by the builder. All screen doors must be white, 1/2, and ¾ or full view storm/screen door and may not be installed without approval of the Board of Managers.

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**Section 7.** No Home Owner may make any alterations to any part of the Common Elements nor may any structure or other improvement (including landscaping) be built or placed on any portion of the Common Elements or Limited Common Elements nor may any Home Owner make any structural addition, alteration or improvement in or to their Home without the written consent of the Board of Managers as detailed in Article Eighteenth (b) and (c) of the Declaration of Condominium.

(a) Flowers may be planted in the Limited Common area. Height not to exceed the height of the windowsill.

(b) No flagpole shall be attached to any Home Owner's structure" but flagpoles will be allowed in the Limited Common Elements by the walkway in the planting area. The flagpole shall be properly secured in the ground not exceed 2 feet in height above the roof eave. Only the American flag and military flags will be allowed provided they are properly displayed. If flown at night they shall be properly lighted. Homeowners shall be held responsible for damages caused by such flagpoles.

## **Section 8.**

(a) No resident of the Condominium shall post any signs, advertisements, or posters of any kind in or on the Condominium or their Homes including "For Sale" and "For Rent" signs except as authorized and approved by the Board of Managers.

(b) No cloths, sheets, blankets, laundry of any kind or other articles shall be hung out of a Home or on a patio, terrace or balcony or exposed on any of the Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be hung from or on any of the windows or doors, nor shall a Homeowner sweep or throw or permit to be swept or thrown there from any dirt or other substance. Garbage cans are not allowed to be stored in the front of the Home.

(c) No Home Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Home.

(d) Commercial vehicles may not be parked in the Community for a period in excess of twenty-four (24) hours.

(e) No person shall park an automobile, boat, trailer, off track vehicle, camper, bus, truck, snowmobile or other commercial or recreational vehicle (collectively "Vehicles") or otherwise obstruct any Home Owner's use of ingress or egress to any driveway, garage, or parking space, nor may any vehicle on the Common Areas except in designated parking areas. The driveway in front of each garage is restricted in use to the

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Owner of the Home in which such garage is located. Any person parking a vehicle illegally shall be subject to their vehicle being towed and/or a fine by the condominium. In the event a vehicle is towed, all cost associated with the removal of the vehicle shall be the responsibility of the owner of the vehicle and the Condominium shall not be held responsible for any damage to the vehicle.

(f) No repair of a Vehicle as referred in (e) above shall be made in any of the roadways, driveways or parking areas of the Condominium, nor shall such areas be used for storage or overnight parking of any Vehicle as referred in (e) above, except for Home Owners automobile, residents are not allowed to park in the guest area beyond 48 hrs. limit unless written permission is given by the Board of Managers. Automobiles shall include SUV's station wagons, or other similar types of vehicles.

(g) No tents or canopies are permitted on any portion of the Common Elements unless written approval is given by the Board of Managers. Residents are responsible for any damages caused to the Common Elements, which will be corrected at their expense. They shall not be erected for more than 2 (two) days.

(h) No vehicle of any kind is permitted to be ridden, driven or parked on any portion of the common grounds, which is outside the border of the road and/or driveways.

(i) Home Owners will be limited to two (2) pets per Home.

(j) No animals or reptiles of any kind shall be raised, bred, or kept in any Home or in the Common Elements or Limited Common Elements, except that dogs, cats or other common household pets, may be kept in Homes, subject to the Rules and Regulations adopted by the Board of Managers, including those prohibiting any animals being kept or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Board of Managers. All dogs, cats and other pets must be leashed and shall not be permitted to run loose. 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. Pets may only be walked in the streets of the Condominium. In addition to permanently removing a pet from the Condominium, a fine may be charged to any Home Owner not adhering to the Rules and Regulations pertaining to pets. No cages or "runs" shall be constructed on the Common Areas.

(k) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the General Common Elements without the prior written consent of the Board of Managers. The Board of Managers may adopt such Rules and Regulations pertaining to antenna so as to comply with the Federal Communications Commission rules adopted on October 14, 1996.

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(l) No Home Owner shall do anything to the Home Owner's Home or the Common Area to alter the drainage.

(m) No building, brick, patio, fence, gate, sign, statuary, wall 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, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made unless the Home Owner is permitted, complies with requirements of Article Eighteenth (c) of the Declaration of Condominium.

**a. Patio blocks/bricks/poured cement may be installed with a maximum width of the patio not to exceed 12 feet. They shall be installed below the cut grass height. Also, allow for a patio block walkway from the side entrance door to the patio, not to extend past the 12 foot width limit. The width of the walkway shall not exceed 32". Any damages or relocation to the sprinkler system shall be at the homeowner's expense to repair.**

**b. Any damages caused by the installation of a portable retractable awning installed above the patio area will be the responsibility of the unit owner to repair/replace such damage to their unit/common area/ or other units in the development. In addition, if the awning is removed from the unit it will be the unit owner's responsibility to restore the installation area to the unit to its original condition.**

## **Section 8, (M) a. and b. Revised and added 04/20/05**

(n) Any Home Owner who mortgages or sells his Home shall immediately notify the Board of Managers, providing the name and address of his mortgagee or new Home Owner.

(o) The Board of Managers shall, at the request of the mortgagee of the Home, report any delinquent assessments due from the Owner of such Home.

(p) No Home Owner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in his Home.

(q) Every Home Owner shall be liable for any and all damage to the Common Elements, which shall be caused by said Home Owner, the Home Owner's permitted lessees and occupants of Homes, their respective family members and guests and such other person for whose conduct the Home Owner is legally responsible.

(r) No Home Owner shall make or permit and disturbing noises in any home or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Home Owners.

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(s) Each Home Owner shall keep their Home in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from doors, or windows thereof, any dirt or other substance.

(t) No Home Owner nor any of the Home Owner's agents, servants, employees, licensees, or visitors shall at any time bring into or keep in their Home any flammable, combustible, or explosive fluid, material, chemical or substance, except for normal household use.

(u) The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any Home at any reasonable hour of the day for the purpose of inspecting such Home for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insect or other pest, provided that such right will be exercised in such a manner as will not unreasonably interfere with the residential use of the Homes. In the event an inspection reveals any infestation the cost of any necessary extermination shall be the Home Owners if such infestation is limited to the Home or Limited Common Element and a Common Expense if such infestation affects the General Common Elements.

(v) If any key or keys are entrusted by a Home Owner or occupant or by his agent, servant, employees, licensee or visitor to any employee of the Board of Managers, whether for such Home or an automobile or other type of personal property, the acceptance of the key shall be at the sole risk of such Home Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith.

(w) No barbecuing shall be permitted on the General Common Elements except in areas, which might be specifically designated for barbecuing. Barbecuing shall be permitted on patios appurtenant to each Home unless prohibited by local zoning. Home Owners shall be solely liable for any damage caused in any part of the Condominium as a result of barbecuing from a Limited Common Element of a Home Owner.

(x) Planting of fruits or vegetables is absolutely prohibited in or on any Common Element.

(y) No resident or guest of the Condominium shall be permitted to enter the area of the Condominium referred to as the pond or recharge basin unless specifically required to enter said area for maintenance or repair of said area.

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(bb) Home Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and the management of the Building.

(cc) Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

(dd) Upon receipt, by the President of the Board of Managers or by the Managing Agent, of a signed written complaint alleging violation of any of the House Rules or other provision of the By-Laws as herein established or hereafter established or adopted by the Board of Managers, the President of the Board, or in his absence, the Vice President together with a minimum of two (2) other Members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. If in their determination the complaint is valid and justified, the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to \$50.00 upon the violator; such fine is to be considered as an additional common charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Condominium, By-Laws or Offering Plan. If after imposition of the fine the violation is not corrected or eliminated, the Board of Managers may assess additional fines of up to \$50.00 each after serving written notice upon the violators provided above. If the violation results in loss or damage to a Common Element, the Board of Managers shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

Any cost incurred by the Board of Managers to remedy or cure any violation of these By-Laws, the Rules and Regulations as herein or hereafter established, shall be an additional common charge charged to the violator in addition to the Fifty Dollar (\$50) fine(s) levied upon the violator. Fines may be levied against a Home Owner's tenant, and the Home Owner shall be jointly and severally liable with his tenant for the payment of the same. Progressive increase in fines, e.g. \$50, \$100, etc, if not corrected in 30 days up to a maximum of \$750.00.

In the event the Condominium institutes legal action for the collection of any fines or the enforcement of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium, then the defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

The above provisions shall not apply to the Sponsor unless: (a) to comply with applicable laws and regulations, or (b) to remedy any notice of violation.

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## **Second Amendment to the Silver Village House Rules and Regulations, approved and adopted by the Silver Village Board of Managers 01/15/2008.**

1. Signs and statuary in side gardens: decorative signs and statuary will be allowed in the side garden or on the rear patio not to exceed 24" high by 24" wide which are non-offensive as to be determined by the Board of Managers. Small security signs will be allowed in the side gardens. Statuary includes any and all structures.
2. Planters with trellis will be allowed on patios provided they are not secured to the patio or home, and are white in color and cannot exceed the height of the privacy fence.
3. Hanging items including plants, will be allowed in the side gardens and patio areas provided they are not physically secured or affixed into the unit, privacy fence, or railing. Hanging plants can be displayed on removable hooks only or plant hangers staked in the side gardens.
4. Flowerpots are not allowed in the common area. However, flowerpots are allowed in the limited common area (side garden & patio).
5. Residents at their own cost and expense can mulch their side gardens provided the mulch is black in color. No other color mulch is allowed.
6. Flowerpots hanging on the railings will be allowed provided they are not physically secured or affixed to the railing.
7. Birdbaths, bird feeders and birdhouses are not allowed anywhere on the property. In addition to that, there will be no feeding any wildlife in any way shape or form on the property here as Silver Village.
8. Garden edging is allowed on the side gardens only.
9. Extended side gardens will be allowed provided the plans are approved by the Board of Managers.
10. Benches will be allowed on the walkway or in side gardens or rear patios only, provided the location of the bench is noted on a plan, submitted to and approved by the Board of Managers. Benches are Not allowed in the common areas.
11. Side walkways will be allowed with submitted plans to the Board and Board approval as originally outlined in the current Rules and Regulations.

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12. Planting at base of common area trees: Residents at their own cost and expense can plant annuals around the existing base of common area trees, however, in no event can the resident extend the original size of the mulched area.

13. Residents are not allowed to plant anything in the irrigated common areas unless they get prior Board approval. Residents will be allowed to plant bushes or trees in the non-irrigated common areas provided they are not fruit bearing or Weeping Willow trees. In no event can residents plant flowers or any other item in these non-irrigated areas. Residents are prohibited from placing signs, statuary, bird houses and structures of any kind in the common areas.

14. Residents at their own cost and expense can plant additional plants, bushes and annual flowers and non-fruit bearing trees in the "Limited Common Areas" (side gardens and rear patio between the privacy fences) without Board approval and provided the height of the landscape does not exceed the height of the windowsills. Any additional plantings installed by a resident are the property of the resident and the Condominium will not be responsible for the maintenance and replacement of the plant.

Dogs are only allowed to be walked in the street including areas on West Lane, which are Silver Village property and all animals must be picked up after.

The Board will not "grandfather" any resident's prior actions and the Board expects all residents to abide by the By-Laws and House Rules of the Condominium. The Board will enforce the violations of the Rules unless the resident can show proof of prior written approval from the Board of Managers.

It is at the discretion of the Board of Managers to determine whether or not any resident is in compliance with the By-Laws and House Rules of the Condominium and the Board will take into consideration the overall impact of the issue as it impacts the Association.