



# Leisure Village

## Association, Inc.

402 BRIDGEWATER DRIVE  
RIDGE, NEW YORK 11961-1431

BOARD OF DIRECTORS  
VILLAGE ADMINISTRATOR  
(631) 744-0473  
FAX (631) 744-2937

TREASURER'S OFFICE  
(631) 744-1660  
RECREATION OFFICE  
(631) 744-0334  
FAX (631) 744-0333

To All Residents,

As of January 1, 2011 the Board of Directors has revised and reformatted the Blue Book containing the Amended By-Laws and the Policies, Association Rules and Regulations and Condominium Rules and Regulations of Leisure Village.

Please replace the entire contents of your Blue Book with this new revised packet.

**In the event your unit is sold, the Blue Book must be returned to the Treasurer's Office before closing papers will be issued.**

*An Active Independent Adult Community!*

## TABLE OF CONTENTS

Association By-Laws	Section 1
Association Rules and Regulations	Section 2
Condominium Rules and Regulations	Section 3

**BY-LAWS, OF LEISURE VILLAGE ASSOCIATION, INC.**  
**a New York Membership Corporation**  
**as amended April 2010**

**ARTICLE I**

**APPLICABILITY, MEMBERS, MEMBERSHIP  
AND DEFINITIONS**

*Section 1.* These By-laws shall be applicable to Leisure Village Association, Inc., a membership corporation of the State of New York (hereinafter referred to as the "Association"), to all of the members thereof, as hereinafter defined and to the community and recreational facilities owned by the Association.

*Section 2.* All present and future owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Association shall be subject to these By-laws and the rules and regulations issued by the Association to govern the conduct of its members.

*Section 3.* Except as otherwise provided, membership in the Association shall be limited to the owners or co-owners of family units in the Leisure Village at Shoreham, Inc. Condominium and each and every other Condominium which is now or may hereafter be created connected with the "Association" (hereinafter referred to as the "Condominiums"), provided, that whenever title to a family unit is vested in two or more persons, such co-owners shall be entitled jointly to only one vote for their particular unit.

In the event that a member shall lease or permit another to occupy his family unit, the tenant or occupant shall be permitted to enjoy the recreational and community facilities of the Association but shall not vote in the affairs of the Association except as the member shall permit the tenant or occupant to exercise the proxy vote of the member. The community and recreational facilities of the Association shall be limited to occupants of family units and their guests.

In the event that a member shall mortgage his family unit, the lien of the mortgage shall be deemed to attach to the member's rights, privileges and obligations in the Association, including the right to vote in the affairs of the Association so that if the member should be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the member's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its assigns.

Every lawful transfer of title to the member's family unit shall include membership in the Association and upon making such transfer, the previous owner's membership shall automatically terminate.

Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

*Section 4.* Evidence of membership and ownership in the Association shall be a membership card issued to each member of the Association. In the event there is more than one owner of a particular family unit, any one of such co-owners may exercise only the one vote to which the unit is entitled. Membership cards shall be surrendered to the Manager of the Association whenever ownership of a family unit designated thereon shall terminate.

## ARTICLE II

### PRINCIPAL OFFICE

*Section 1.* The principal office of the Association shall be located at Whiskey Road, West of Randall Road, Town of Brookhaven, Suffolk County, New York.

## ARTICLE III

### MEETINGS OF MEMBERS VOTING

*Section 1.* All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the **Directors** and designated in the notices of such meetings.

*Section 2.* The annual meeting of the members of the Association shall be held on the fourth Monday in July, or on such other date as may be fixed by the **Board of Directors**, which date shall not be more than 15 days in advance of or subsequent to the fourth Monday in July. Prior to each annual meeting, on a date fixed by the **Board of Directors**, but in no event earlier than 45 days in advance of the date of the annual meeting, and upon written notice thereof being given to all members not later than 10 days in advance of said date, an election shall be held by the membership for Directors of the Association in accordance with Article V, Section 3 of these By-laws. The **Directors** so elected at said election shall take office at the conclusion of the annual meeting of the members and the members may transact such other business as may properly come before said annual meeting.

*Section 3.* The **Secretary** shall mail notices of annual meetings to each member of the Association, directed to his last known post office address as shown on the records of the Association, by regular mail, postage prepaid. Such notice shall be mailed not less than 10 days nor more than 15 days before the date of such meeting and shall state the date, time and place of the meeting and the purpose thereof. In lieu of mailing, said notice may be left at the usual place of residence or business of the member.

*Section 4.* It shall be the duty of the **President** to call a special meeting of the members of the Association whenever he is directed to do so by a resolution of the **Directors** or upon the presentation to the **Secretary** of a petition signed by not less than 10% of the total number of members entitled to vote at each meeting.

- Section 5.* The **Secretary** shall cause notice of such special meeting to be given to each member of the Association in the manner provided in Section 3. of this Article, except that notice of such special meeting shall be given not less than 5 nor more than 10 days before the date fixed for such meetings. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds of the members present either in person or by proxy.
- Section 6.* The **Secretary** shall compile and keep up-to-date at the principal office of the Association, a complete list of the members and their last known post office addresses. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days. The **Secretary** shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Directors.
- Section 7.* Each family unit shall be entitled to one vote by a member in good standing and entitled to vote, provided that where a family unit is owned jointly by two or more persons, only one such owner shall be entitled to cast the vote assigned to the particular family unit, the splitting of such vote being prohibited.
- Section 8.* At all elections of **Directors**, each family unit shall be entitled to cast one vote for one nominee for each **Director** position being voted upon. There shall be no cumulative voting permitted.
- Section 9.* A member shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association, if and only if, he shall have fully paid all assessments made or levied against him and his family unit by the **Directors** as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses if any, properly chargeable to him and against his family unit, at least 3 days prior to the date fixed for such annual or special meeting. No member may stand as a candidate for election to the Board unless that member is "in good standing" in accordance with this Section at the time that he files notice of his candidacy.
- Section 10.* Except as otherwise provided in these By-laws, the presence in person or by proxy of a majority of the members of the Association shall constitute a quorum at any annual or special meeting of members. If any meeting of members cannot be organized because a quorum has not attended, the members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the members.
- Section 11.* Votes may be cast either in person or by proxy. Proxies must be in writing and filed with the **Secretary** at least 2 days before the time appointed for each meeting in the notice thereof.

*Section 12.* All decisions of the members involving capital expenditures, shall require for passage, the affirmative vote of the members representing at least 80% of the total votes of the Association. All other decisions shall require for passage, the affirmative vote of at least a majority of the members in good standing and entitled to vote. The **Directors** shall be governed in the making of capital expenditures and in other actions by decisions made by the members as provided in this section.

*Section 13.* The order of business at the annual meeting of the members of the Association shall be as follows:

- (a) Meeting called to order by the **President** of the Association.
- (b) Pledge of Allegiance to the Flag and a moment of silence.
- (c) Welcome and opening remarks.
- (d) Report of proof of notice of the annual meeting by the **Secretary**.
- (e) Motion to dispense with the reading of the minutes of the previous annual meeting.
- (f) **Treasurer's** report.
- (g) Reports from individual directors.
- (h) Questions from the floor concerning pertinent matters in connection with the management of the Association.
- (i) Recognition and presentation of citations of merit to retiring **Directors**.
- (j) Confirmation of the results of the election meeting.
- (k) Introduction and induction of newly elected **Directors**.
- (l) Adjournment.

#### ARTICLE IV

##### OBLIGATIONS OF MEMBERS

*Section 1.* Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the common elements damaged solely by his negligence or by the negligence of his tenants, agents, guests or licensees, promptly upon the receipt of the Association's statement therefor.

*Section 2.* Each member is bound to contribute toward the expenses of administering and maintaining the Association and all of its real and personal property in such amounts as shall from time to time be fixed by the **Directors**, and to any other expense that may be lawfully agreed upon. No member may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the community or recreational facilities of the Association or by abandonment of the family unit owned by him.

*Section 3.* Payment by the member of his share of the expenses aforesaid, shall be made monthly on the first day of each month, in the amount from time to time fixed by the **Directors**, to the **Treasurer** of the Association at the principal office of the Association or such other place as shall be designated by the **Directors**.

*Section 4.* All such charges and expenses chargeable to a member and his family unit shall constitute a lien against the said family unit in favor of the Association for the use and benefit of the members of the Association prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the family unit, and (2) payments due under mortgage instruments of encumbrance, if any, duly recorded. The said lien may be foreclosed in the manner provided for the foreclosure and sale of real estate mortgages and in the event of foreclosure, the Association shall, in addition to the amount due, be entitled to recover reasonable expenses of the action including costs and attorney's fees. The right of the Association to foreclose the lien aforesaid shall be in addition to any other remedy which may be available to it at law for the collection of the monthly charges and expenses including the right to proceed personally against any delinquent member for the recovery of personal judgement against him.

*Section 5.* In the event a member shall fail to pay any assessment levied against him and the family unit owned by him for the expenses of administering, maintaining and operating the community and recreational facilities of the Association or any other expense lawfully agreed upon, within 10 days after the same shall become due and payable, the Association shall be entitled to proceed to foreclose the lien referred to in the preceding Section.

*Section 6.* Upon the sale, conveyance or other lawful transfer of title to a family unit, all unpaid assessments against a member for his pro rata share in the expenses of administration, maintenance and repair of the community and recreational facilities of the Association and other expenses agreed upon, shall first be paid out of the sales price or by the acquirer in preference over any other assessments or charges of whatever nature except the following:

- (a) Assessments, liens, and charges for taxes past due and unpaid on the family unit, and;
- (b) payments due under mortgage instruments of encumbrance, if any, duly recorded.

*Section 7.* The acquirer of a family unit shall be jointly and severally liable with the seller for the amounts owing by the latter to the Association up to the time of the conveyance or transfer, without prejudice to the acquirer's right to recover from the seller the amount paid by him as such joint debtor. The Association shall provide for the issuance and issue to every acquirer, upon his request, a statement of such amounts due by the seller and the acquirer's liability under this section shall be limited to the amount as set forth in said statement.

*Section 8.* Each member shall comply strictly with these By-laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for a civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved member.

## ARTICLE V

### BOARD OF DIRECTORS

*Section 1.* The affairs of the Association shall be governed by a **Board of Directors** consisting of not less than seven nor more than nine persons, each of whom shall be a family unit owner and member of the Association, and one of whom shall be both a citizen of the United States and a resident of the State of New York.

Notwithstanding the surrender by Leisure Village at Shoreham, Inc. of the right to control the Association through election of a majority of the **Board of Directors** until Leisure Village at Shoreham, Inc. has constructed and sold 1,500 units, the **Board of Directors** is prohibited from taking any action as a Board on behalf of the unit owners that would have the effect of infringing upon Leisure Village at Shoreham, Inc.'s right to construct and sell 1,500 units or to exclude from the enjoyment of the facilities and services of the Association any number of units less than 1,500.

*Section 2.* No member of the **Board of Directors** may hold office in any club sanctioned by the Association.

*Section 3.* In the even number years the majority of the **Directors** shall be elected to serve on the **Board of Directors**. In the odd numbered years the balance of the **Directors** shall be elected to serve for a term of two years. **Directors** shall continue to hold office until their successors are elected and qualified. **Directors** may succeed themselves in office. **Directors** shall serve without compensation.

*Section 4.* If the office of any **Director** shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, before the expiration of his term of office, the **President** with the approval of the **Board of Directors** shall appoint a **Director** to serve until the next Annual Election of the Association as provided in these By-laws. At said annual election of the Association a **Director** shall be elected to fill the unexpired term of office.

*Section 5.* The first Organizational Meeting of the **Board of Directors** shall be held immediately upon adjournment of the Annual Meeting of the Association and be held in the **Directors'** office, provided a quorum is present. If a quorum of the Board is not present, such first Organizational Meeting shall be held as soon thereafter as may be practicable provided notice is given to each **Director** as set forth in Section 6 of this Article unless waived as provided in Section 8. of this Article.

*Section 6.* Regular meetings of the **Board of Directors** may be held at such time and place permitted by law as from time to time may be determined by the **Directors**, but at least four such meetings shall be held in each fiscal year. Notice of regular meetings of the Board shall be given to each **Director** in person, by telegram or United States mail at his last known address as the same appears on the records of the Association, at least five days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and purpose thereof.

*Section 7.* Special meetings of the **Board of Directors** may be called by the **President** of the Association upon 48 hours notice given in person or by telegram to each **Director**. Special meetings of the Board shall be called by the **President** or the **Secretary** in like manner upon the written request of any two **Directors**.

*Section 8.* Before any meeting of the **Board of Directors**, whether regular or special, any **Director** may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a **Director** at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all **Directors** are present at any meeting of the Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law or these By-laws.

*Section 9.* At all duly convened meetings of the **Board of Directors**, a majority of the **Directors** shall constitute a quorum for the transaction of business except, as otherwise expressly provided in these By-laws or by law, and the acts of the majority of the **Directors** present at such meeting at which a quorum is present shall be the acts of the **Board of Directors**. If at any meeting of the **Board of Directors** there shall be less than a quorum present, the **Director** or **Directors** present may adjourn the meeting from time to time, with notice of the time and date of the adjourned meeting being given to the absent **Directors**, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called, may be transacted without further notice to any **Director**.

*Section 10.* The **Board of Directors** shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the maintenance, administration and operation of the recreational facilities of the Association including but not limited to the expenditure of money by the Association and may do or cause to be done all such other lawful acts and things as are not by law, by these By-laws or otherwise, directed or required to be done or exercised by members of the Association. The **Board of Directors** shall make, promulgate and enforce such rules and regulations relative to the use and operation of the recreational facilities, which rules and regulations shall be binding on all members, their successors and assigns.

*Section 11.* The **Board of Directors** shall obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring community and recreational facilities, and buildings containing units, but not including furniture, furnishings or other personal property belonging to unit owners. The amount of the insurance covering the property in this paragraph will be for full replacement value.

The **Board of Directors** shall also maintain public liability insurance in a single limit of one million dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of any occurrence in the common elements. Said policy will not cover the liability of a unit owner arising from occurrence within his own unit.

The **Board of Directors** shall also obtain and maintain, to the extent obtainable, such other insurance as will protect the interest of the Association.

Section 12. Any **Director** may be recalled from office by one of two methods hereinafter specified:

- (a) The **Directors** at a regular or special meeting must first adopt a resolution by majority vote indicating the intention to recall a specific **Director** listing the grounds upon which the proposal to recall is based. Further, the resolution must specify the date upon which the resolution of recall will be moved and voted upon, which shall not be less than 15 days nor more than 30 days from the date of the meeting when the first resolution was adopted. At this time the affirmative vote of not less than five members of the **Board of Directors** is required to recall a **Director**.
- (b) Upon the filing of a petition signed by not less than 51% of the membership of the Association calling for the recall of a **Director**, the **President** of the Association, or in his absence or disability, the **Vice President**, shall call a special meeting of the membership of the Association to be held not later than 30 days following the filing of the petition for the purpose of conducting a vote for the recall of the **Director**. It shall be the duty of the **Board of Directors** to ascertain the sufficiency of the signatures upon the petition and the authenticity thereof, and for the purpose of determining a sufficiency of signatures upon said petition shall be counted and no dwelling unit shall be counted more than once regardless of the number of signatures appearing thereon of the owners and/or occupants of said dwelling unit. At the special meeting of the membership of the Association called for the purpose, the sole question to be presented to the membership to be voted upon shall be: "Shall be recalled from office as a **Director** of Leisure Village Association, Inc. and his office declared vacant?"

The vote shall be taken on written ballots and conducted in the same manner as other elections called for in the By-laws. In the event that a majority of the members of the Association present and voting at meeting shall answer the question in the affirmative, then upon official tabulations of the results of the said election and the announcement thereof to the membership, the **Director** shall be deemed to have been recalled from office and his office declared vacant; whereupon the membership may proceed to fill the vacancy in accordance with ARTICLE V, Section 4 of these By-laws.

## ARTICLE VI

### DAMAGE TO BUILDINGS: RECONSTRUCTION: SALE: OBSOLESCENCE

Section 1. Following the sale of 1500 units by Leisure Village at Shoreham, Inc., in the event that the **Board of Directors** shall determine that any of the community and recreational facilities and any other real or personal property of the Association are obsolete, damaged or otherwise rendered unfit for use, the Board, at any regular or special meeting of the counsel of members, may call for a vote by members to determine whether or not the said property should be demolished and replaced.

In the event two-thirds of the members shall determine that the said property should be demolished and replaced or repaired, the costs thereof shall be assessed against all of the members of the Association in accordance with their proportionate share of ownership in the Association. In the event that said determination is made prior to the sale of 1500 units by Leisure Village at Shoreham, Inc., the unreimbursed costs thereof shall be apportioned between the members of the Association and Leisure Village at Shoreham, Inc. on a pro-rotta basis of unsold units as explained in the Condominium Offering Plans for Leisure Village.

## ARTICLE VII

### OFFICERS

*Section 1.* The officers of the Association shall be a **President**, a **Vice President**, **Secretary** and a **Treasurer**. The **Secretary** may be eligible to the office of **Treasurer**. The **President** and **Vice President** must be members of the Board of Directors.

*Section 2.* The officers of the Association shall be elected annually by the **Board of Directors** at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the **Board of Directors** and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the members of the Board. The **Board of Directors** may, from time to time, appoint such other officers as in their judgement are necessary.

*Section 3.* The **President** shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the **Board of Directors**. He shall have the general powers and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall be an ex-officio member of each committee with the exception of the Nominating Committee. He shall execute such deeds, contracts and other instruments, in the name of and on behalf of the Association and under its corporate seal when a seal is required except when the signing and execution thereof shall be delegated by the **Board of Directors** to another officer or agent of the Association.

The **Vice-President** shall assist the **President** and in his absence or disability of the **President** shall have his powers and perform his duties. In the event the **Vice President** is absent or incapacitated the Board shall appoint one of its members, as a temporary chairman, to preside at such meetings.

All committees are advisory in nature and shall work with the **Board of Directors** with the exception of the Nominating Committee.

*Section 4.* The **Secretary** shall attend all meetings of the **Board of Directors** and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform like duties for any committees when required. He shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of the **Secretary**, including the sending

of notices of meetings to the members, the Board of Directors and committees and such other duties as may be prescribed by the By-laws or by the **Board of Directors or the President**. He shall also have custody of the corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate. He shall have custody of the original copy of these By-Laws and all authority thereto and any rules and regulations promulgated by the Association.

*Section 5.* The **Treasurer** shall maintain a complete list of members of the Association with their addresses. He shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in such depositories as may from time to time be designated by the **Board of Directors**. He shall disburse the funds of the Association as may from time to time be ordered by the Board or by the **President**, making proper vouchers for such disbursements and shall render to the **President** and **Directors**, at the regular meetings of the Board or whenever they or either of them shall require, an account of his transactions as **Treasurer** and of the financial condition of the Association.

*Section 6.* The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

## ARTICLE VIII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

*Section 1.* The Association shall indemnify every **Director** and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a **Director** or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceedings to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified had not been guilty of gross negligence or willful misconduct in the performance of his duty as such **Director** or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such **Director** or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member or owner of a family unit, who is or has been a **Director** or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association.

## ARTICLE IX

### FISCAL YEAR

*Section 1.* The fiscal year of the Association shall begin on the first day of April in each year.

## ARTICLE X

### CORPORATE SEAL

*Section 1.* The corporate seal of the Association shall consist of two concentric circles between the circumference of which shall be inscribed the name "Leisure Village Association, Inc." and within the circumference of the inner circle the words "Incorporated, New York" and the year of incorporation.

## ARTICLE XI

### CONTRACTS

*Section 1.* No contract relating to the operations conducted by the Association or for furnishing supplies to the Association shall be invalidated by reason of the fact that any **Director** or officer of the Association is interested therein either as party to the contract or as member of any firm, partnership or stockholder in a corporation which is a party to such contract.

## ARTICLE XII

### CHECKS

*Section 1.* All checks or demands for money and notes of the Association shall be signed by such officer or officers as the **Board of Directors** from time to time designate.

## ARTICLE XIII

### DISSOLUTION

*Section 1.* In the event it shall be deemed advisable and for the benefit of the members of the Association that the "Association" should be dissolved, the procedures concerning dissolution set forth in the Membership Corporation Law of the State of New York, shall be followed.

## ARTICLE XIV

### AMENDMENTS TO BY-LAWS

*Section 1.* These By-laws may be amended from time to time by the affirmative vote of the members within limitations prescribed by law. No such modification shall be operative until it is embodied in a written instrument which shall be disseminated to all members and provided notice of intention to amend the By-laws shall have been contained in the notice of the meeting.

**AMENDMENT TO BY LAWS OF  
LEISURE VILLAGE ASSOCIATION**

The following section shall be added to the By Laws of Leisure Village Condominiums and shall amend the Declaration of Restrictive and Protective Covenants; Easements,

Grants to read as follows:

SECTION 12. CONTRACTS AND/OR CONTRACT RENEWALS FOR WORK, LABOR AND/OR SERVICES PROVIDED TO LEISURE VILLAGE ASSOCIATION, INC., BY ANY VENDOR OR CONTRACTOR SHALL NOT EXCEED A TERM OF TWO (2) YEARS WITH AN OPTIONAL ONE (1) YEAR EXTENSION THEREOF, AT THE DISCRETION OF THE BOARD OF DIRECTORS. ALL PUBLIC UTILITY, BUS SERVICE, AND CABLE/INTERNET PROVIDER CONTRACTS ARE HEREBY EXEMPT FROM THE AFORESTATED TERM LIMITATIONS.

This Amendment to the Declaration of Restrictive and Protective Covenants; Easements,

Grants of the By Laws of Leisure Village Condominiums shall become effective on the

22<sup>nd</sup> day of April, 2010 of this provision by the membership of Leisure Village

Condominiums and shall apply to all condominiums with Leisure Village Association,

Inc.

# ASSOCIATION RULES AND REGULATIONS

## Table of Contents

	Page
Badges .....	1
Board of Directors.....	1
Bus.....	2
Committees.....	2
Community Relations.....	2
Election Procedures.....	3
Guests.....	5
Recreation Center.....	5
General.....	5
Alcoholic Beverages.....	6
Auditorium and Kitchen.....	6
Sales of Tickets and Placement of Easels.....	7
Social Activities.....	7
Club Activities.....	7
Social Affairs.....	7
Billiard Room.....	8
Classes/Classrooms.....	8
Clubs.....	9
Resident's Lounge.....	9
Outdoor Recreation Activities.....	9
Bicycles, Etc.....	9
Bocce.....	9
Fishing.....	9
Golf Course Regulations.....	9
Golf Etiquette.....	11
Pool Hours.....	12
Swimming Pool Regulations.....	12
Horseshoes.....	14
Shuffleboard.....	14
Ping Pong.....	14

# ASSOCIATION RULES AND REGULATIONS INTRODUCTION

## EXCERPTED FROM ASSOCIATION BY LAWS

The Board of Directors are the elected governing body of the Leisure Village Association.

The Board shall make and promulgate such Rules and Regulations relative to the use and operation of the Recreational Facilities, which Rules and Regulations shall be binding on all members, their successors and assigns.

Your Board believes that observance of these Rules will permit each of us individually and collectively to enjoy life in this active adult community.

### BADGES

The wearing of badges by residents and guests is mandatory when participating in recreational programs or utilizing the facilities of the Leisure Village Clubhouse. Guests must always be accompanied by a resident. If a badge is lost, there is a charge for replacement.

### BOARD OF DIRECTORS

1. The Board of Directors shall retain the services of legal counsel and a Certified Public Accountant on a yearly basis.

Each Board member shall disclose any "interest" in Association business decisions in order to prevent a conflict of interest situation. If in the opinion of the Association's attorney a conflict does exist, that Board member shall abstain from voting on those matters.

2. The limits to sign purchase vouchers are as follows:

- The President up to \$2,500.00.
- The Community Manager up to \$1,500.00.
- The Board of Directors each up to \$100.00.

\* Board will be advised of major purchases.

When an expense exceeds these amounts, approval of the Board is required.

3. The Board of Directors shall not give consideration to anonymous letters.
4. A communication from the Board of Directors and a quarterly report from the Community Manager shall be included in "Leisure Topics."

**BUS**  
(Leisure Village)

Bus schedules are available at the Leisure Village Clubhouse office.

**COMMITTEES**

1. The President of the Association shall appoint Committee Chairpersons. The Coordinator of Recreation, however, shall be the Chairperson of the Social Committee. Chairpersons may be re-appointed at the discretion of the President.
2. Appointment shall be for (1) one year. Chairpersons may select their own committee members.
3. Social Committee and Bingo Committee are "Standing" Committees of the Board of Directors.

**COMMUNITY RELATIONS**

1. Anyone disregarding good community relations will receive a letter to this effect from the Board of Directors, with copies sent to the Condominium Manager concerned. If this does not produce the desired cooperation, the person(s) involved will be brought before the Board of Directors and the Manager of the Condominium in which the person(s) lives.
2. Except in areas designated as such by the Board of Directors, there shall be no playing, lounging, parking vehicles or placing benches or chairs, on any part of the common elements, except that lawn furniture may be used on a temporary basis on the portion of the common areas adjacent to an individual's unit.
3. When a resident becomes a liability to the Village, due to age or infirmity, the Board of Directors will attempt to notify the next of kin or an authorized person. Information on next of kin or an authorized person must be kept current by the unit owner and filed with the Treasurer's Office.
4. No driving instruction is permitted within the Village.

5. No obnoxious or offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance to the other unit owners or occupants.
6. Any infractions of rules should be reported first to the Condominium Manager, then, if necessary, to the Community Manager.
7. Tag Sales are restricted to inside the unit. The advertising should state "household items for sale by appointment". Only the phone number of the resident, and not the address, should be listed in the ad so appointments can be set up. The resident should notify Security with the person's name and time of the appointment scheduled.
8. The agents to the Board of Directors and any contractors or workman, authorized by the Directors, may enter units at reasonable times for purpose of making inspections, correcting conditions in the unit that threaten other units, or working on the common elements located within the unit or elsewhere in the building. These entries into the unit shall be made with as much prior notice to the owner as possible. However, in cases of emergency, entry shall be immediate. Entries will include inspections to determine presence of any vermin, insects or other pests, and to take such measures as may be necessary to control or exterminate any such vermin, insects or other pests at the unit owner's expense. For further information regarding entry into units, see Section 14 of Article VI of the Condominium By-Laws found in the Offering Plan (Right of Access).
9. No garbage cans shall be placed in the common area except in receptacles provided, nor shall anything be hung from the windows, terraces, patios, porches or placed upon the exterior window sills.

### **ELECTION PROCEDURES**

Prior to the Annual Meeting, on a date fixed by the Board of Directors, but in no event earlier than forty five (45) days in advance of the date of the Annual Meeting, and upon written notice, thereof, being given to all members, not later than ten (10) days in advance of said date, an Election shall be held by the membership for Directors of the Association, in accordance with Article V, of Section 3, of the By-Laws. The Directors, so elected at said Election, shall take office at the conclusion of the Annual Meeting.

In the even number years, the majority of the Directors four (4) shall be elected to serve on the Board of Directors for a term of two (2) years. In the odd number years, the balance of the Directors three (3) shall be elected to serve a term of two (2) years. Directors shall continue to hold office until their successors are elected and qualified. Directors may succeed themselves in office. Directors shall serve without compensation.

Each family unit shall be entitled to one (1) vote by a member in good standing, provided that where a family unit is owned jointly by two or more persons, only one such owner shall be entitled to cast the vote, the splitting of such vote is prohibited. At all elections of Directors, each family unit shall be entitled to cast one (1) vote for one (1) nominee for each Director position being voted upon. There shall be no cumulative voting permitted.

A member shall be deemed to be "in good standing" and "entitled to vote" at any Annual Meeting or at any Special Meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him/her and his/her family unit by the Directors as hereinafter provided, together with all interests, costs, attorney's fees, penalties, and other expenses, if any, properly chargeable to him and against his family unit, at least three (3) days prior to the date fixed for such Annual or Special Meeting. No member may stand in as a candidate for election to the Board unless the member is "in good standing" in accordance with this section at the time that he files notice of his candidacy.

Proxy votes must be requested in writing and filed with the Corporate Secretary at least two (2) days prior to the date established for the election of the Directors of the Association.

Four (4) months prior to the Election, the President of the Board of Directors will select a Nominating Committee of at least three (3) members "in good standing" to develop a list of suitable candidates.

Nominations of candidates should be closed not later than two (2) months prior to the Election.

A "Meet the Candidates" meeting should be held in the Auditorium seven (7) to ten (10) days prior to the date of the Election at 10 a.m. in the morning and 7 p.m. in the evening to acquaint the residents with the candidates. The Annual Election is conducted under the supervision of the Corporate Secretary, or a designated representative and the President of the Condominium Board of Managers. If the Corporate Secretary is a candidate for re-election to the Board of Directors, another officer shall be appointed to supervise the Annual Election.

Voting will be by use of mail ballots with all ballots being mailed and tabulated by a professional election service provider.

In the event that two candidates receive the same number of votes, the votes registered for the two candidates will be recounted. If the count confirms the vote, there will be a run off vote taken no later than one month after the date of the recount.

Results of the election the results will be posted on a blackboard which will remain in the lobby of the Clubhouse for a period of one (1) week. A notice of the Election results will also be posted on the bulletin board in the Clubhouse and remain there for one (1) week.

In addition, the Election results will also be included in the next earliest edition of the "Topics" and posted on CCTV.

It is the responsibility of the Corporate Secretary, or designated Director, to telephone each candidate to inform them about the results of the Election.

### GUESTS

Guests, including children, must wear guest badges, and must be accompanied by their resident host when using Recreational Facilities, except the Fitness Center.

A person who resides in a unit in an annual aggregate of three (3) months is no longer a guest, but an occupant who must comply with occupancy restrictions set forth in the Declaration of Condominium (see Offering Plan) and Town of Brookhaven zoning laws. An additional monthly charge of \$10.00 for that occupant is also required.

### RECREATION CENTER

#### General

1. The Coordinator of Recreation is in charge of the Clubhouse.
2. Eating and drinking is permitted in the auditorium, lapidary, crafts, woodshop and ceramics rooms only.
3. As per Suffolk Country law, smoking is prohibited in all public buildings, such as the Clubhouse and the Administration Building, including restrooms.
4. The Coordinator of Recreation will be responsible for implementing a broad-based comprehensive program geared to meet the varied social, cultural and athletic requirements of our diverse community. The Coordinator of Recreation will serve as program planner, and trip planner.
5. **Trip Sign-Up**-Please keep in mind that Leisure Village residents always have first preference when tickets are sold for a trip. After five (5) business days available space can be sold to residents of Leisure Knoll, Leisure Glen and to family and friends of Leisure Village residents only.
6. **Cancellation Policy on All Trips** – Refunds are made from a waiting list only. You may not "sell" your space on a bus. If you can't use the space, it must be filled from our waiting list. If no waiting list exists, you are free to try to fill your space, but we must be informed of the name of the individual taking it. An accurate passenger list is essential in case of an emergency.

7. Spray painting will be permitted in the ceramics room and woodworking shop where there are exhaust fans only.
8. a. The use of the Recreation Office telephone by club members or residents is prohibited.
- b. The use of Recreation Office copy machine by clubs will be limited to approximately 500 copies per year, with paper provided by the club.

### **Alcoholic Beverages**

In order to comply with the Association's Insurance Policy and its provision for coverage in the case of an accident the following Rules are published for use of the Recreation Facilities of the Village.

1. Alcoholic beverages of any kind shall not be sold by the individual drink as this would violate State Liquor Law and State Tax Law.
2. Beer and Wine only may be served at a function provided food is served. The function advertisement and ticket must clearly state that the beer and wine is served complimentary.
3. No advertising or encouraging of those attending any function to bring their own alcoholic beverages is allowed; BYOB is prohibited by State Law.

### **Auditorium and Kitchen**

1. Any group wishing to use the facilities must obtain approval from the Coordinator of Recreation. (After hours or weekends see security for necessary keys)
2. When the use of a microphone or other equipment by a resident or group of residents results in damage to equipment, the group or individual responsible for the damage will be charged for the cost of repair of the item(s) damaged or the cost of replacement.
3. The Clubhouse is not available to rent for private parties, whether it is for residents, employees or outsiders.
4. Any club committee recognized by the Board of Directors of Leisure Village Association, Inc., may use the auditorium and kitchen at a time available according to the calendar of the Coordinator of Recreation. See the Recreation Coordinator for the **Association's Rules and Regulations pertaining to conduct in the kitchen**

### **Sales of Tickets and Placement of Easels**

1. Club advertising placards placed on easels in the Lobby can be done for no more than two week's prior to the ticket sale of the scheduled event, the positioning of which to be determined at the discretion of the Recreation Coordinator.
2. Selling the tickets for any event, whether by an individual, a group of individuals, a sanctioned club and/or organization, should be coordinated by the Recreation Coordinator who will indicate which area, of a possible three (3), the auditorium, the lapidary room or the residents lounge will be available for the sale of tickets.

### **Social Activities**

1. When admission is charged for a social event the following will apply:
  - a. Leisure Village residents always have preference. After five (5) business days, tickets may be sold to residents of Leisure Knoll, Leisure Glen, and family and friends of Leisure Village residents.
  - b. Employees of Leisure Village may purchase tickets to club affairs and club activities.
  - c. To Purchase tickets for an affair, Leisure Village residents must have proper identification. When a resident is purchasing tickets for other Leisure Village residents, the absent resident's name and unit number must appear on a separate check.
2. All social functions, exclusive of those run by clubs, must be reviewed by the Social Committee and approved by the Board of Directors.

### **Club Activities**

Clubs can charge admission to an affair. Chance's may be sold only for and during an event.

### **Social Affairs**

Leisure Village residents may bring guests to our Village Arts & Crafts Show.

1. There will be no refunds on tickets for social affairs, etc. A resident will be responsible for the sale of an unused ticket. To help facilitate the re-sales of your tickets, the Clubhouse Office will be happy to furnish name(s) and telephone

numbers(s) should a waiting list exist. A waiting list is established after a sell-out or after a ticket closing date.

2. The Association will **NOT** provide extra help to set-up the Auditorium except during regular working hours.

### **Billiard Room**

1. The Billiard Room is available to all residents of the Village.
2. Guests must be accompanied by a resident and no guest under the age of 18 years may utilize this facility.
3. **There shall be no eating or drinking in this room.**

### **Classes/Classrooms**

1. The Coordinator of Recreation will arrange for any classes to be sponsored by the Association. Classes will meet for ten (10) sessions three (3) times per year.
2. If any class enrollment falls below ten (10) students, the class may be cancelled at the discretion of the Board of Directors, and/or the instructor.
3. Keys to classrooms will be kept under the control of the Coordinator of Recreation.
4. No one may use any classroom equipment without permission from the Coordinator of Recreation or instructor.
5. Anyone delinquent in the payment of assessments and/or common charges will not be registered for classes.
6. When registering for a class, preference will be given to new students over those who have been enrolled for more than two (2) years in a specific class.
7. Students in ceramics shall be limited to one (1) piece measuring 12" or three (3) small pieces a week, as defined by the instructor.
8. While using any power equipment in the Woodworking Shop, **two (2) persons** must be present at all times, one of whom must be an approved shop instructor.

## Clubs

The membership of clubs using the Recreational facilities of the Village shall be limited to residents. Residents wishing to organize a club shall apply to the Board of Directors for approval. The Coordinator of Recreation will assign time and space for approved club activities in the Clubhouse.

## Resident's Lounge

1. The Coordinator of Recreation may schedule the use of this room for regular or special activities.
2. There shall be **NO eating or drinking in the lounge.**

## Outdoor Recreation Activities

**Bicycles, etc.** –The riding of bicycles, tricycles, roller skates, or skateboards at twilight or after dark is prohibited for safety reasons. Riding bicycles, tricycles, roller skates, or skateboards on the sidewalks is prohibited at all times.

**Bocce Courts** – The Bocce committee will act in an advisory capacity. Equipment is available in the storage cabinet at the courts. The key for the cabinet is available at the East Gate. A deposit of \$10.00 is required.

## Fishing

1. All guests must be accompanied by a resident.
2. No fishing is permitted from the waterfall.
3. All fish caught should be carefully removed from the hook and promptly returned to the water. Hands should be wet before handling the fish.
4. Remove "Barbs" from hooks.

## Golf Course Regulations

1. **Course will be closed for twenty four hours (24) every Monday** for maintenance and upkeep. When a holiday falls on a Monday, the course will remain open, but will be closed on Tuesday. As the situation may require, the Community Manager will control the opening and closing of the course. Course opens up at 8:30 a.m. to allow the course to dry out before play begins. This means **no one plays before 8:30 a.m. any day.**

2. Guest's badges must be worn by all, both residents and guest golfers. **Residents must sign in guests at the first tee.**
3. No more than four (4) golfers are permitted with one group. Children under 16 years of age are not permitted on the golf course. Children 16 years of age or older must be supervised by a resident. Resident is responsible for property damages or injuries to people on the golf course.
4. All play shall start at the first tee.
5. **DO NOT STEP INTO THE LAKE** to retrieve a golf ball; please adhere to this rule. Violations may result in extensive as well as expensive repair costs.
6. Proper attire is required; no tee shirts. It is recommended to use soft spikes or nubblle sneakers on the course for traction. Rubber soled shoes or sneakers are also allowed. **No metal spiked shoes will be permitted.**
7. **Replace all divots.**
8. Ball in shrubbery is out of bounds. Replace ball two club lengths from shrub and add one (1) stroke penalty.
9. Players will let faster players play through. Golf courtesy should always prevail in the interest of speeding up play.
10. Do not tee off until all players are off the green ahead of you. All tee shots must be made from the golf tees provided.
11. Each player must have the necessary minimum equipment, one (1) club and one (1) putter.
12. In the interest of safety, please do not cut across fairways.
13. **PUTTING:** Use putter only. Player furthest from the cup will put first, with continuous putting thereafter by other players.
14. Should you slice your ball and it falls on the wrong fairway, give right of way to those playing on the proper fairway.
15. Avoid any possible damage to greens. Please do not place your club carrier or drop flagstick on the greens. **Don't walk on greens with bag or pull cart.** Use only a putter on the greens. **Repair ball marks on the greens.**

## **GOLFERS PLEASE NOTE**

The Association is not responsible if you, a member of your family or guest (s) injures someone or causes property damage. Your best protection is to take precautions and carry the right liability insurance coverage. Please consult your insurance broker and/or insurance carrier.

### **Golf Etiquette**

1. Be courteous to other players. (If you can see them, they can probably hear you).
2. Leave the golf course in better condition than you found it.
3. Play in a timely fashion. Approximately one (1) hour and fifteen (15) minutes for nine (9) holes.
4. When someone else is making a shot on the tee or elsewhere on the course, stand back, stand still, do not talk and stay out of peripheral vision.
5. No player should strike their ball until the players in front of them are out of range.

### **On the Green**

1. Do not drop golf bags or flagstick on the green.
2. Pull golf bag caddy to the next tee side of the green before putting.
3. Don't lean on the putter (it makes a dent).
4. Never step on anyone's line of putt.
5. Place your ball marker behind your ball (not to side or front).
6. Read the green while others putt. Be ready when it is your turn.
7. No "scooping" the ball out of the cup with the putter head (causes damage to cup edge).
8. Fix all ball marks and cup edges.
9. The first to finish putting should pick up the flag and be ready to place it back in the cup.

10. When a hole is finished, immediately leave the green and proceed to the next tee.  
Fill out score card after you are at the next tee.

11. Check to see that no clubs have been left behind.

### **As You Play**

1. Help your group search for lost balls.
2. Take only one (1) practice swing.
3. Play a provisional ball if you think that original one may be lost, except when ball is in water hazard or out of bounds, add one (1) stroke.
4. Plan your shot while walking to your ball or while others are playing.
5. Pick out your club while others are playing.

Conversation is great while you are walking, when it does not delay play, never when others are making a shot.

**In Conclusion:** Remember to always play by the rules of golf, play quickly, and observe good etiquette, and you will be an integral part of the greatest game of all.

### **Pool Hours**

As posted in the Clubhouse and Leisure Topics:

OPEN SEVEN (7) DAYS A WEEK

Children between the ages of three (3) and fourteen (14) years of age may utilize the pool and the lower deck as follows:

10:00 a.m. to Noon	All Week
3:30 p.m. to 5:45 p.m.	All Week

No one will be permitted in the pool if a lifeguard is not present.

### **Swimming Pool Regulations**

1. Badges are mandatory for residents and their guests, including children three (3) years of age or older. Guest must be with a resident. However, badges should not be worn in the pool. Children under three (3) years of age accompanied by an

adult are permitted in the pool area during children's hours, but are not allowed in the pool. Children must be accompanied by a resident. Anyone using diapers are not permitted in the pool (Department of Health requirement.)

2. Residents who have guests numbering more than four (4) may register and obtain a "PRIVILEGE" pass at the Coordinator's Office three (3) days prior to the date of arrival.
3. No person with signs or symptoms of communicable diseases, colds, nasal discharge, cuts, bandages, skin eruptions, or similar inflection will be admitted to the pool. (Department of Health requirement.)
4. Suntan or other lotions (contaminants) must be rinsed off before entering or re-entering the pool.
5. Before entering the pool each bather must take a shower at the outside showers. Anyone leaving the pool area must take another shower before re-entering the pool. (Department of Health requirement.) Do not shampoo hair. Do not use soap at the outside showers.
6. Smoking is banned at the pool. There is to be **NO SMOKING** around the pool area or lower deck of the pool. Smoking is permitted on the **UPPER DECK ONLY.**
7. **No food or glassware is permitted on the lower deck.** Bathers may enjoy snacks and soft drinks on the upper deck. Use trash receptacles, which have been located adjacent to this area for your convenience. All waste must be deposited in the receptacles provided.
8. Running, playing ball, tag, rough or rowdy play in the pool area, and jumping off the sides of the pool are prohibited. Sitting on the sides of the pool is permitted only in the three (3) foot section of the pool. Groups of bathers, congregated for conversation while in the pool, should do so along the other perimeter of the pool as not to interfere with the swimmers.
9. There shall be **NO** reservation of chairs, tables or lounges.
10. Lounge chairs are not to be placed at tables.
11. Children unable to swim will be allowed to use certified arm or body flotation devices. To use such devices, they must be under six (6) years of age, and also be accompanied by an adult, and must remain in the three (3) foot area. No other equipment of any kind shall be used in the swimming pool. This includes swim fins, snorkels, floats, balls, noodles, or any other floating devices. Folding chairs and folding lounges are permitted in the pool area. If radios are brought into the

area, the volume must be kept at a level that only the individual listening to the radio will hear.

12. Bathers shall not enter the Clubhouse unless properly attired. Bathing suits are not proper attire in the Clubhouse. Bare feet are prohibited. Use of the restrooms must be through the shower entrance from the outside. Towel dry to avoid slipping on wet floors.
13. The lifeguard will be responsible for the placement and storage of the cushions. Do not use more than one (1) cushion for either lounge or chair.
14. When the lifeguard makes a request with respect to your safety or in connection with cleanliness of the premises, **PLEASE COOPERATE WITH A SMILE!!**
15. Residents and their guests, including children, are permitted to use the upper deck of the pool area at all time.
16. Pets are prohibited in the pool areas and/or on the upper deck.

**Horse Shoes** – Equipment is stored in the cabinet with the shuffleboard equipment. The key for the cabinet is available at the East Gate. A deposit of \$10.00 is required.

**Shuffleboard** – Equipment is available in the storage cabinet at the courts. The key for the cabinet is available at the East Gate. A deposit of \$10.00 is required.

**Ping Pong** – Equipment is available with the exception of ping pong balls which players must provide.

# CONDOMINIUM RULES AND REGULATIONS

## Table of Contents

	Page
Advertising and Soliciting.....	1
Alarms.....	1
Antennae.....	2
Appliances.....	2
Barbecue Grills.....	2
Common Elements.....	2
Dumpsters.....	3
Electrical.....	3
Electrical Equipment.....	3
Emergencies.....	4
Other Emergencies.....	4
Exterminating.....	4
Financial.....	5
Barcodes.....	5
Bulk Items.....	5
Collection Procedures.....	6
Delinquency.....	6
Financial Reports.....	6
ID Cards.....	6
Offering Plan.....	7
Penalty Charges.....	7
Rentals.....	7
Rules & Regulations (Blue Book).....	7
Telephone Directory.....	7
Transfer Fee.....	7
Fee for Broken Arm Gate.....	7
Forms.....	7
Access to Unit.....	7
Authorization for Guest to Pass Through Security Gate.....	7
Key receipt.....	8
Move-In.....	8
Move-Out.....	8
Winter Address.....	8
Garbage Pick Up.....	8
Guests.....	9
Insurance.....	10
Kerosene Heaters.....	10
Keys.....	10
Lawn Sprinklers System.....	10
Locks.....	10
Mailboxes.....	11
Mail Delivery to Handicapped.....	11
Maintenance.....	11

Managers Association.....	12
Non-Chargeable Amenities.....	12
Office Hours.....	12
Pets.....	12
Parking Regulations.....	13
Parking Regulations Enforcement.....	14
Permits.....	14
Air Conditioning Systems.....	15
Attic Stairs.....	15
Garage Doors.....	15
Handicap Mailbox.....	16
Patio.....	16
Plumbing.....	16
Porches.....	17
Rear Door Installation.....	17
Storm Door.....	17
Skylights.....	17
Solartubes.....	18
Windows.....	18
Security.....	19
Snow Removal.....	20
Stoppages/ Sewer Backup.....	20
Television.....	20
Traffic Regulations.....	21
Trees.....	21
Trucks.....	21
Units.....	21
Utilities.....	23
Violations.....	23
Water Heaters.....	23
Work Orders.....	23
Condominium By-Law Amendment.....	24

# CONDOMINIUM RULES AND REGULATIONS

## INTRODUCTION

In addition to Schedule A of the Offering Plan the Board of Directors have formulated the following Rules and Regulations which are designed to insure the highest quality of life for the residents of the Village.

## ADVERTISING AND SOLICITING

No advertising or soliciting shall be conducted in the Village, except as in accordance with Offering Plan Schedule A, Item 9, to wit: "No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale" or "For Lease" signs or other displays of like import or advertising be maintained or permitted on any part of the property or in any unit therein nor shall any unit be used or rented for transient hotel or motel purposes.

## ALARMS

**Alarms – (FIRE/HEAT/SMOKE)** – Each building in Leisure Village is equipped with a smoke/heat detection system. Each residential unit is served by individual detectors which operate from a master control panel in each building. These systems are checked for proper operation semi-annually. Refer to the calendar in the monthly "Leisure Topics" or on the In-House T.V. channel. A certification of operation is filed with the Fire Marshal for the Town of Brookhaven for each completely checked building.

Fire alarm control boxes, heat sensors, smoke detectors and bells, parts and fixtures will be repaired or replaced provided replacement thereof is not required as a result of having been painted. If sensors are misused or painted, the cost of replacement will be charged to the homeowner.

Occupants of "A" units must not disconnect electrical power for the fire alarm control system at any time (Except the following units where the fire alarm control panel is located in 237-B, 435-C, 460-B, 461-B, and 483-D). An adjustment in the Common Charges will be made at an equitable rate for the electrical power used by this equipment.

**Fire Alarm Inspection** –A charge of \$100.00 will be made when a resident/occupant fails to be home to admit the Fire Alarm Inspector on the scheduled inspection day. Check the "Topics" and CCTV for scheduled inspection dates and units.

### ANTENNAE

Installation of an antenna(e) or satellite dish on the exterior of any unit or common area is prohibited.

### APPLIANCES

With the upgrading of appliances over time along with upgraded features it has become economically prohibitive to continue appliance service as part of our common charges. This service therefore has been discontinued as of April 1<sup>st</sup>, 2010.

### BARBECUE GRILLS

The use of barbecue grills is prohibited throughout the Village, with the exception of the Association grills located on the upper level of the swimming pool area.

### COMMON ELEMENTS

The Common Elements consist of the entire property, including all parts of the buildings and improvements thereon, other than the units, and will include, without limitation, the following:

All land, lawns, gardens, paths, walkways, roads, driveways, and other unimproved areas not within the units;

All parking spaces, garages, porches, patios, provided, however, that each unit owner whose unit had sole access to a parking space, garage, porch, or patio, shall have an easement for the exclusive use thereof;

All other property of whatsoever nature, apparatus, installations, and storage areas, existing in the buildings for the common use or necessary or convenient to the existence, maintenance, operation or safety of the buildings.

If permission is granted to a unit owner by the Board of Directors to modify, change, or improve any common or limited common element, the cost of maintenance, repair or replacement becomes the responsibility of the unit owner.

### Common Elements Exclusions

The following items listed are **NOT** part of the Common Elements, and therefore are not the responsibility of Leisure Village Association.

1. All the sheetrock on the exterior wall, partition walls, ceilings, and the walls dividing the units. (See **EXHIBIT O in the Offering Plan**)
2. All the exposed pipes and drains not installed within the walls or in or under the concrete slab in the units. Sinks, toilets, bathtubs, showers and tiles. All base cabinets, wall cabinets, interior doors, including bi-fold doors and related hardware. (See **REPAIRS in the Offering Plan**)
3. Window glass, excluding sash of the original windows installed by the sponsor. Windows, exterior doors and bow windows that were not installed by the sponsor. (See **EXHIBIT O in the Offering Plan**)
4. Electrical wiring not in the wall, outlets, switches, light fixtures in the unit, stove tops, wall ovens, stoves, clothes washers, clothes dryers, dishwashers, and refrigerators that were not installed by the sponsor, the electrical service panel, including the circuit breakers. Baseboard electric heaters and the air conditioning system, including the service ducts, diffusers, thermostats, and hot water heaters. (See **REPAIRS in the Offering Plan**)
5. Garage doors that were replaced by the unit owner, electrical garage door openers, pull down attic stairs, skylights, solar tubes and power exhaust fans.
6. Any fixture or items (wall lights, ceiling fans, etc.) added as a permanent part of the unit by the unit owner.

#### DUMPSTERS

There is a \$500.00 refundable deposit for a dumpster or POD. A dumpster or POD must be placed in the resident's driveway or parking spot and must be put on wooden skids as not to damage the pavement. Dumpsters can be no larger than a 10 yard and can be there for two or three days. Once the dumpster or POD is removed the area will be inspected and if there is no damage to the area the deposit will be refunded.

#### ELECTRICAL

Wiring in walls and ceilings, the original outside fixtures, not including bulb replacement, are non-chargeable items.

#### ELECTRICAL EQUIPMENT

All radio, television, or other electrical equipment of any kind or nature, installed or used in each unit, shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and other public authorities having jurisdiction. The unit owner alone shall be liable for any damage or injury caused by the use of such electrical equipment within the unit.

## EMERGENCIES

Ambulance, Fire or Police – dial “0” OR “911”  
Then dial Security – 744-0310 – advise the kind of emergency  
Fire Alarms/Smoke Detectors – call East Gate Security – 744-0310

## OTHER EMERGENCIES

Maintenance Emergencies – After regular business hours, weekends and holidays contact East Gate Security – 744-0310

**Any work done after hours, on weekends or holidays, which could have been scheduled for normal working hours will result in an hourly charge to the owner.**

## EXTERMINATING

1. The Association is responsible only for exterminating outside of units, except for treatment of termites and carpenter ants inside the unit for which service will be provided. The cost of this service is included in the monthly Common Charges. Structural damage caused by termites or carpenter ants will be repaired by the Association.

Treatment does not include the flower bed areas (within three (3) feet of the unit), which is the responsibility of the unit owner. With respect to stinging insects, the Association will treat only areas that interfere with egress and ingress to a unit, mailboxes, utilities, and fire alarms.

2. Should it become necessary to fumigate and/or repair a unit due to neglect by its occupants or to prevent infestation of adjoining units, the Board of Directors is authorized to have the work done and will assess the unit owner for the expense incurred, which expense may be collected and enforced in the same matter as any other charge against the unit.

**Delayed reporting by the homeowner may be considered negligence and could result in the homeowner being responsible for the cost of the repair.**

## FINANCIAL

### **Barcodes** – Requirements to obtain a barcode.

All residents who are entitled to a barcode are strongly urged to obtain one.

- a. Applicant must be a Leisure Village resident.
- b. Applicant must have a valid driver's license and current registration issued in their name.
- c. Issuance of a barcode will be limited as follows:
  - A unit without a garage will be furnished only one (1) barcode.
  - A unit with a garage will be furnished with up to two (2) barcodes provided there is enough space for parking a vehicle on the apron in front of garage.
- d. Renter must provide Leisure Village proof of tenancy, including license and registration with their Leisure Village address.
- e. Non-Resident Owners will not be eligible for a barcode.
- f. A ten dollar, \$10.00 non-refundable fee will be charged for each barcode.
- g. If you purchase a new car you will be required to pay \$10.00 for a new barcode.
- h. If your barcode is faded or doesn't work it will be replaced at no charge.

**Bulk Items** – A charge of \$25.00 per item will be made for the removal of bulk items such as, but not limited to:

- Mattress or mattress and box spring
- Rugs, with or without padding, per room
- Any cabinet, high boy, bureau, credenza, chest of drawers, china closet or any like item
- Television consoles
- Stuffed chair, couch or sofa bed (Castro type)
- Kitchen or dining room table, with or without chairs
- Air conditioner
- Water heater (fee will be waived if water heater is replaced by LVA)

- Refrigerator, washing machine, dryer, dishwasher, stove, wall and microwave oven

A check payable to Leisure Village Association, Inc. must be delivered to the Administration Office, accompanied by a list of items to be removed and the date of pick up. **Items are to be placed outside no sooner than Wednesday for Thursday pickup.** (The check must be received by the Administration Office no later than noon of the Wednesday prior to the Thursday pickup.)

Prices are subject to change without prior notification.

### **Collection Procedures**

- **Chargeable Items:** - All chargeable service work must be paid within thirty (30) days from the service date. In the event the charge is not paid within thirty (30) days, the owner will incur additional charges, late fees – interest and/or legal fees, which are allowed by law. (Chargeable List available at Maintenance.)
- **Payment of Common Charges (Maintenance Fees):** - As per the provisions of Section 339-Z of real property law of the State of New York, the Leisure Village Board of Directors, on behalf of unit owners, has the right to obtain a lien against a unit for unpaid common charges (maintenance fees), as stated in the original Offering Plan. In the event said unit defaults for more than sixty (60) days, Leisure Village Association, Inc. will proceed with foreclosure proceedings against said unit.

In the event a unit owner defaults in payment of pre-determined common charges (maintenance fees) as set forth in the Annual Budget, said unit owner will incur additional charges, late fees – interest and/or legal fees, as prescribed by law.

**Delinquency** – A unit owner, who is delinquent in common charge payments, will not be able to enjoy the many activities available to our residents; e.g., tickets to any affairs / trips; registration for any classes; membership in any club; use of Village bus for shopping trips; weekly movies at the Clubhouse; the golf course; the swimming pool, Cablevision, barcode, and finally, not be eligible to vote.

**Financial Report** – The Annual Audited Financial Report of the Association will be available to all unit owners upon request at the Administration Office.

**ID Cards** – There will be a charge of \$5.00 for a lost Photo ID, and \$1.00 for a lost guest badge.

**Offering Plan** – If a new Offering Plan is requested, a charge will be made for each copy, plus the cost of postage, if any.

**Penalty Charges** – A penalty charge of \$25.00 will be made each month when a resident fails to pay his/her Common Charges or assessment fees within ten (10) days after the due date.

A separate charge will be made for checks returned “Insufficient Funds,” “Closed Accounts,” etc.

**Rentals** – A “**Right of First Refusal**” is necessary from LVA for any proposed rental. A fee of \$1,000.00 must be paid to Leisure Village Association, Inc., by the owner each time that a unit is rented. For every additional year the lease is in effect, a re-registration fee of \$500.00 will be charged. These fees are necessary to make and maintain the record changes that are generated in the Treasurer’s Office.

**Rules and Regulations (Blue Book)** – When selling a unit, part of the check out procedure will require the resident to present to the Treasurer’s Office the Blue Book of Rules and Regulations. A charge of \$25.00 will be made if this book is not returned prior to the issuance of the clearance papers.

**Telephone Directory** – A charge of \$10.00 will be made to any resident requesting a Telephone Directory replacement.

**Transfer Fee** – A transfer of \$400.00 must be paid by the seller to Leisure Village Association, Inc., when the title of a dwelling unit is conveyed to a new owner. This fee will be due before clearance for closing is issued. This fee has been established to cover services rendered by the Treasurer’s Office in the transfer of property, including the “Right of First Refusal Form” and certification of the account.

**Fee for Broken Gate Arm** – A fee of \$200.00 will be charged to anyone who break’s a gate arm.

### **FORMS**

**Access to unit** – This form is filled out by owner in the event of death or incompetency. It is kept in their file, and it becomes activated when unit is vacant. It allows us to permit access to the unit and also applies to move outs. It should also be periodically updated. All residents must file a completed, signed, and notarized Access Form designating person (s) authorized to have access to his/her unit in the event of death or incompetency. This information must be kept current in the Treasurer’s Office.

**Authorization for Guest to Pass through Security Gate** – Any resident wishing to allow a guest to enter the East Gate without receiving a call should come to the

Treasurer's Office and fill out a form. If you would like to add or remove a person from your list, this also must be done at the Treasurer's Office.

**Key Receipt** – All residents are strongly urged to keep an extra key at the East Gate. This will permit access to the unit in the event of an emergency, and also to permit access for fire/smoke alarm inspection, which is mandated by law.

**Move-In** – A "Move-In" notification form must be obtained from the Treasurer's Office when planning to move into Leisure Village. The new owners must call the Treasurer's Office two (2) days prior to the closing date to arrange for entrance into Leisure Village. At that time, a date will be made for registration and orientation. It's important to PLAN AHEAD. The Treasurer's Office is CLOSED ON WEEKENDS AND HOLIDAYS. Telephone the Treasurer's Office between the hours of 8:00 a.m. to 4:00 p.m. (closed for lunch 12 noon to 1:00 p.m.) to obtain a "Move-In" permit and schedule a registration and orientation appointment.

**Move-Out** - A "Move-Out" form will be provided to both parties of the sale of a unit in the Village. The form will provide important information regarding the Permits issued to cover alterations that have been accomplished in the unit. Permitted alterations affect responsibility of upkeep on those items. Also provided on the form are other information regarding the unit.

**Winter Address** – A "winter address" form is filled out by "Snowbirds" prior to leaving for warmer climates to receive Leisure Village mailings.

### **GARBAGE PICK-UP**

Village-wide Monday and Thursday. Garbage, in authorized container (one 32 gallon can with cover), should be out the evening before to ensure pick-up.

**Units with Garages** – Garbage containers must be kept in garages. On garbage pick-up days your container must be placed curbside at the end of the driveway.

### **NO PAIL - NO PICK UP!**

**Units without Garages** – Garbage will be picked up when put in an in-ground garbage pail.

### **All units:**

**Trash** – Trash overflow (except bulk) properly packaged may be placed outside the pail. Removal of construction debris is the resident's responsibility; it **will not** be collected by the refuse contractor. Depositing trash in the Maintenance area or at the Clubhouse is prohibited.

**Recycling** – The blue container will be strictly for the removal of recyclables **and must be kept indoors**. This container is to be placed curbside at the foot of your driveway (units with garages) or at the foot of your front walk (units without garages) on pick up days.

**Newspapers** – Rain or shine! Packed in brown grocery bags, or bundled or tied with twine. **NO PLASTIC BAGS!!!** Newspapers must be placed curbside at the foot of your driveway (units with garages) or at the **foot** of your front walks (unit without garages) on pick up days.

**Corrugated Cardboard Cartons** – Broken down and tied with twine. No plastic string.

**Caution** – If any of the above procedures are not followed, the contractor will not pick up your refuse. **DO NOT** call Maintenance if you missed your pick-up that day. You must hold your refuse until the next pick-up day. **NO EXCEPTIONS!!!** Once the carting contractor completes the pick-up schedule, he departs Leisure Village, and will not return due to heavy workload.

#### **HOLIDAY WEEK GARBAGE SCHEDULE**

If a holiday falls on a Monday, your garbage will be picked up on Tuesday. Your recyclables/newspapers that week will be picked up on Wednesday. If a holiday falls on a Thursday, your garbage will be picked up on Friday that week. If a holiday falls on a Tuesday, your recyclables/newspapers will be picked up on Wednesday that week. **Please refer to the calendar in the “Topics” each month.**

**Garbage Receptacles** – If the in-ground sleeve and lid must be replaced, there is no charge to the resident.

#### **GUESTS**

Guests, including children, must wear guest badges, and **must be accompanied by their resident host when using the Clubhouse facilities.**

A person who resides in a unit in an annual aggregate of three (3) months is an occupant who must comply with the occupancy restrictions set forth in the Declaration of Condominium (see Offering Plan) and Town of Brookhaven zoning laws. An additional monthly \$10.00 maintenance charge for that occupant is also required.

## INSURANCE

It is strongly recommended by Leisure Village Association that unit owners purchase and maintain adequate Condominium insurance.

## KEROSENE HEATERS

According to New York State Law and Brookhaven Township Ordinance, any type of kerosene heater is prohibited in multiple dwellings.

## KEYS

1. If any key or keys are entrusted by a unit owner or occupant, or by any member of his family or by his agent, servant, employee, licensee or visitor to a representative of the Board of Directors, whether for such unit or an automobile, trunk, or other items of personal property, the delivery of the key shall be at the sole risk of such unit owner or occupant, and the Board of Directors shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly, resulting therefore or connected therewith.
2. A duplicate key should be turned over to Security, who will provide a key receipt. This will permit access to the unit in the event of an emergency, and also to **permit access for fire/smoke alarm inspection**, which is mandated by law. **Under no circumstances will a duplicate key be given to a real estate agent.**
3. If Security is not furnished with a duplicate key, and Security is required to force entry to a unit during an emergency, the cost of repair and/or replacement shall be the responsibility of the unit owner.

## LAWN SPRINKLER SYSTEM

The lawn sprinkler system is maintained by the Association. Residents and guests are forbidden to tamper with the sprinkler system and controls. Anyone causing damage to the system will be responsible for repair costs. For any malfunction of the sprinkler system, call the Maintenance Department at (631) 744-0434.

## LOCKS

All locks to units will be replaced at the owner's expense.

## MAIL BOXES

Mail boxes will be repaired or replaced, as needed, by Leisure Village Association.

## MAIL DELIVERY TO HANDICAPPED

A resident with a physical disability must apply to the Post Office for mail delivery to their door. If approved by the Post Office for home delivery, a resident will have a mail box properly mounted in the three foot area by Leisure Village Association at a cost to the owner.

## MAINTENANCE

The Association will provide the following services which are included in your Common Charges:

Maintenance of the common grounds, walks, roadways, and all other common elements, and all of the community and recreational facilities of the Association.

**EXCEPTION – THREE FOOT (3) AREA:** Maintenance by the Association does not include weeding or other care of flower beds within the three (3) foot area adjacent to units.

### **With Reference to the Three Foot (3) Area:**

- No trees or large shrubs will be permitted.
- All shrub, bushes, and ground cover are to be kept at least one (1) foot from the walls of each unit.
- All shrub and bushes shall not be higher than the soffit of the unit roof.
- Plantings must not encumber access to windows of the unit. Existing plantings that do block the window in anyway must be cut below the windowsill or completely removed.
- All shrubs and bushes are to be kept trimmed in a natural or molded look as the unit owner wishes.
- All shrubs, bushes, and ground cover shall not intrude into common area.
- The three (3) foot area must be kept weed free and is not for storage.

NOTE: The Community Manager should be notified if a unit owner needs to have their three (3) foot area planted with grass seed for future mowing.

## MANAGERS ASSOCIATION

The residents elected as Condominium Managers have organized the "Managers Association" which meets on the second Tuesday of each month. Each of the 18 Condominium Boards has appointed the Board of Directors of Leisure Village, Inc., as its "Managing Agent". The Board of Directors of the Association shall meet regularly with the Manager's Association to exchange information and ideas which affect the Village.

## NON-CHARGEABLE AMENITIES

**Painting** – Exterior – Original exterior doors, original garage doors, woodwork, storage room door in Etons and Greenbriars, outside railings, garbage can lids, fresh air intake vents and fire alarm gongs.

**Plumbing** – Repairs to piping in walls, under slab, and outside faucets are covered by the Leisure Village Association. (Repair or replacement of floor coverings, paint and wall coverings are the owner(s) expense.) Any repairs caused by negligence of owner or resident are chargeable.

**Roof** – Cleaning, repair/replacement of gutters, leader, and roof vents. Repair and/or replacement of the entire roof.

## OFFICE HOURS – MONDAY THROUGH FRIDAY

All offices open 8 a.m.-4 p.m.

Holiday closings will be announced in the monthly newsletter "Leisure Topics" and CCTV.

Maintenance Emergencies: After regular business hours, weekends and holidays contact the East Gate Security (744-0310).

## PETS

As per Schedule A to By-Laws, Rules and Regulations of Leisure Village Condominium, Section 4:

"No animals or reptiles of any kind shall be raised, bred or kept in any unit or in the common elements, except for dogs, cats, or other household pets, **not to exceed one per unit**, may be kept in units, subject to the Rules and Regulations adopted by the Board of Managers, provided that they are not kept, bred, or maintained for any commercial purposes; and provided further that any such pet causing a nuisance or unreasonable

disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers; provided further, that upon the loss of any such pet, by death or otherwise, such pet shall not be replaced.

Until further notice, the forgoing requirement that "...no pet shall be replaced", is rescinded. At the present time, the Board will allow residents to replace a pet under the following general conditions, which are applied to all pets:

- a. Adherence to Schedule A to By-Laws, Rules and Regulations of Leisure Village Condominium, Section 4 as amended above. Failure to comply will result in a \$250.00 fine. A \$100.00 monthly Administrative fee will be charged until the additional animal(s) are removed.
- b. All dogs and cats must be kept on short leashes while outside residence and on common ground.
- c. The pet must be curbed and the droppings picked up, carefully bagged and deposited in the owner's garbage can. (Do not deposit bags in toilets or catch basins.)
- d. The pet owner shall register the pet in accordance with the local laws and requirements. (License)
- e. The pet owner shall have the pet immunized in accordance with local laws and requirements.
- f. The pet owner warrants that the pet is housebroken.
- g. The pet owner warrants that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc.
- h. Barking will not be tolerated, in that it is a nuisance to other residents

In the event of a violation of any of the foregoing rules, the Community Manager shall have the right to require the pet owner to immediately remove the pet from the Village.

#### **PARKING REGULATIONS**

1. The Board of Directors shall assign one individual parking space to unit owners or occupants of units without garages. No resident shall park a vehicle in other than his/her assigned space.

2. Overnight parking is prohibited on Bridgewater and Woodbridge Drives, Recreation or Administration parking lots unless employed by Leisure Village Association.
3. "SP" (Special Parking) spaces are reserved for trades people and limited short term parking for guests of residents.
4. a. Parking in front of fire hydrants, bus stops, and mail boxes, or overnight parking in any cul-de-sac, is prohibited. **A vehicle must be parked in a position that does not impede or prevent the movement of other cars.**  
b. Do not park in handicapped parking unless you have a handicapped sticker.
5. No junk vehicle, commercial vehicle over 5,000 lbs. gross weight or with commercial lettering, trailer, truck camper, house trailer, bus or any vehicle with commercial registration shall be kept or stored on the property, nor shall any repair or maintenance be carried out on the property.
6. Vehicles will **not** be stored on the premises. Any vehicle not moved for a period of thirty (30) days is considered a stored vehicle and is prohibited.
7. All overnight parking in the North parking field of the Clubhouse area is prohibited. The only exception will be sponsored trips by the Leisure Village Association. Club sponsored trips that require overnight parking shall use the parking lot south of the Clubhouse. (Administration Building Lot-Center Rows)
8. Head in parking only in assigned spaces.

#### PARKING REGULATIONS ENFORCEMENT

1. Security has been instructed to ticket illegally parked cars. The Association will levy a \$25.00 fine for the following parking violations: parking at a fire hydrant, bus stop and mail box.
2. The Association shall have the authority to remove a vehicle. The owner shall be responsible for all towing and storage charges and shall not hold the Association responsible for any damage to the vehicle resulting from its removal.

#### PERMITS

Nothing shall be done in any unit which will impair the structural integrity of any building or which would structurally change any of the buildings without the consent of the Board. Permission will be granted only after the review of the Community Manager and Board approval.

If the resident request is denied, there is a right of appeal upon written request to the Board of Directors.

All contractors doing work in the Village must have on file in the Administration Office a copy of their license and current liability insurance including Workmen's Compensation. Any damages incurred by unlicensed contractors will be the responsibility of the homeowner.

All electrical wiring and plumbing installed within the walls or under the concrete slab of the unit are part of the common elements, any change or addition to these facilities must be conforming to code of governing authority.

#### **Air Conditioning Systems**

Servicing, repair or replacement of air conditioning systems will be at the expense of the unit owner. A permit is required if an air conditioning air handler is relocated within the condo unit. The contractor must provide a sketch portraying the exact work to be performed that will insure the structural integrity of the condo unit.

#### **Attic Stairs**

Installation of attic stairs within a condo unit requires a permit. The contractor must provide a sketch portraying the exact work to be performed that will insure structural integrity of the condo unit.

#### **Garage Doors**

Repair or replacement of the original wooden garage door and hardware, but not including service or repair of automatic door opening devices, will be a non-chargeable repair.

#### **Policy for New Vinyl Garage Doors:**

- A record permit is required for residents who are participating in the Village Garage Door Replacement Program.
- The door must be a Genie #176, all white vinyl, insulated with two (2) windows. This door has no provisions for screens.
- Residents can take advantage of the Bulk Purchase Program that the Administration Office will provide.
- Residents can purchase their own garage doors if they wish, as long as it is the same door as described above. A permit will be required.

- The price of the new garage door will include new tracks and vinyl molding. The price does not include a new garage door opener.
- The contractor will re-attach any existing electric operators back on the new doors providing they have sensors, (1993 – UL – 325 LAW) auto-reversing safety sensors.
- The Administration Office shall compile a list as requests come in and will fax them to the contractor. The residents shall make their own contract for installation for the door.
- The resident will pay for the new door when installed directly to the vendor.
- Annually (50) residents will receive a \$100.00 rebate from Leisure Village after the installation of the door.
- The vendor will remove and dispose of the old door at no additional cost.
- The new door will have a lifetime-limited warranty as provided by the vendor and Genie Corp.
- The new door once installed shall not be altered in any way and shall become the sole responsibility of the homeowner. The homeowner shall be responsible for any maintenance or repair on the new door.

#### **Handicap Mail Box**

A permit is required for installation of a mail box for handicap mail delivery.

#### **Patio**

A permit will be required for any patio installation. A sketch of the proposed patio must accompany the permit request.

#### **Plumbing**

A permit is required for the following items and is to be completed by a licensed and insured contractor.

1. New Dishwasher installation – (Not Replacement)
2. Tub to shower conversion
3. New outside faucet
4. Sink relocation in conjunction with bath or kitchen remodeling

### Porches

Porches shall be maintained and repaired, by the unit owner at his own expense, as per Article VI Section 10 of the By Laws of Leisure Village Condominiums. Front door must be white full view or one (1) panel door to match guidelines for jalousie storm door. (May replace jalousie door with original style or full view door in white only.)

### Original Porch Structure Replacement

Remove exterior aluminum porch wall(s), replace with 2" x 4" wall (s), cover with ½' exterior plywood, tyvek covering fold board insulation and white vinyl soffit (hung vertically); may construct interior wall to accommodate new windows. A permit must be filed. Porch replacement windows must be vinyl double hung white windows with grids, the same size as the jalousie windows being replaced.

They must be reinstalled at the exact height and location of previous windows. The same number of windows being removed must be replaced. No partial replacements. **All lumber must be rot and insect resistant.**

### Rear Door Installation

A permit is required for the installation of a rear door in any condo unit. The contractor must provide a sketch portraying the exact work to be performed that will insure the structural integrity of the condo unit. Any electrical outlet work associated with a rear door installation must comply with all rules, regulations, requirements or recommendations of the New York Board of Underwriters and the public authorities having jurisdiction.

If a concrete walk from the rear door to the parking area is to be installed this would require a separate permit.

### Storm Door

Residents will have the option, of replacing their jalousie door with the original style, full view storm door, or a one (1) panel storm door, not to exceed the height of the wall panel beneath the windows. All storm doors will be white, and at the expense of the unit owner.

### Skylights

No skylights will be permitted to be installed on any unit which has a new thirty (30) year architectural shingle roof. If your unit has an old twenty (20) year three (3) tap shingle roof skylights are permitted, but a permit will be required. Contractor will be

required to furnish a sketch of work to be performed that will insure structural integrity of the condo unit.

When a new roof is being installed on a unit the resident wishing to maintain the existing skylights will be responsible to bear the cost of that work.

### Solartubes

No solartubes will be permitted to be installed in any unit which has a new thirty year architectural shingle roof. If your unit has an old twenty (20) year three (3) tab shingle roof, solartubes are permitted, but a permit will be required. Contractor will be required to furnish a sketch of work that will insure structural integrity of the unit.

### Windows (Bow)

The decision to repair or replace an original bow window will be based upon the opinion of the Community Manager and approval of the Board of Directors. When the Board approves replacement of the original window, a licensed contractor may be called to install the window once the unit owner has filled out a permit. They will completely install a new vinyl clad bow window ready for painting on the inside surface. The Association will pay a portion of the cost of the total installation with the homeowner paying the balance. A record permit will be required.

Owners can upgrade the replacement bow window so long as it's the same appearance as the original window with three (3) fixed windows in the middle and two (2) open casements one at each end. A sample of the bow window can be obtained at the Administration Office. The existing deco panel under the bow window must be replaced by the contractor the same way as the lower wall of a porch window replacement with

½ inch exterior plywood, tyvek, fold-board insulation and white soffit hung vertically. **All lumber must be rot and insect resistant.** A permit will be required.

On any upgraded window the portion that the Village will pay remains the same. The number of windows that will be subsidized will be based on the fiscal year which runs April 1<sup>st</sup> to March 31<sup>st</sup>. Call the Administration Office for further information.

### Windows- (Other)

A resident wishing to replace windows in their unit will require a permit. Replacement windows will be the same number of "lights" as in the original (6 over 6, etc.) building.

## SECURITY

The entrance gates serve the Leisure Village Community. The East Gate has two (2) entrance lanes, one for residents with barcodes (right side) and the other for guests and trades people (left side). The West Gate is for residents with barcodes only. All visitors will be stopped at the East Gate and a phone call will be made to the unit resident in order to verify the visitor's status.

Admittance by the East Gate Security Guards is accomplished as follows:

- "Red Pass" issued to Non-Resident unit owners.
- "Limited Time Passes" (different colors) for residents in the process of moving in/out and for other temporary reasons.
- "Authorization Guest Forms" filled out by unit residents at the Treasurer's Office for limited number of guests coming in on a regular basis.
- The East Gate will **NOT** phone residents when certain suppliers and service personnel enter Leisure Village, for example, Federal Express, Pharmaceutical, and United Parcel Service.
- **East Gate Security maintains a secured inventory of resident keys for emergency purposes ONLY. All residents are strongly urged to keep a copy of their unit's key at Security in the event of a lockout or fire alarm inspection.** Security guards can only enter a unit in the presence of the appropriate Condo Manager or authorized personnel. During an emergency, a member of the Board and/or Community Manager has the right to enter the unit at the unit owner's expense.
- Real Estate agents must have written permission from the unit owner filed with the Treasurer's Office and then filed with Security to gain access to Leisure Village, and must be supplied with a key to the unit up for sale or rent.
- **No emergency keys maintained by Security will be given to Real Estate agents.**
- The East Gate is open twenty-four (24) hours a day, seven (7) days a week.
- The West Gate is automated and operational twenty four (24) hours a day, seven (7) days a week.
- All emergencies should be promptly reported to the East Gate Security at 744-0310 including an activated fire/smoke alarm.

## SNOW REMOVAL

1. Snow Removal operations will begin when snow depth in Leisure Village reaches one (1) inch.
2. Main arterial roads will be given primary status, followed by connector roads, then driveways, and parking areas. We will provide at least one cleared route for each unit. Units with driveway entrances will have the rear door designated as its primary entrance. Front doors of units without rear entrances will be designated as primary. Rear doors installed by owner will not be serviced.
3. See By-Laws of Leisure Village Condominiums Article VI Section 10.

**PLEASE NOTE:** A Priority Snow Removal List is maintained for residents with special health needs such as radiation, hemodialysis or chemotherapy, verified with a doctor's note.

If a need arises for an ambulance, fire apparatus, or police assistance, please notify East Gate Security (744-0310) who will alert the Snow Removal Contractor to provide immediate access to the unit. Then follow procedure as outlined under "EMERGENCIES". For ambulance, fire, or police dial "O" or "911". Then dial Security 744-0310.

## STOPPAGES / SEWER BACKUP

The homeowner is responsible for any back-up within the unit to the outside trap. Suffolk County Sewer Authority is responsible from the outside trap to the sewer line. To determine if the blockage is inside or outside the trap, call our Maintenance department at 744-0434 between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday. Call Security at 744-0310 after hours, on weekends or holidays. In either situation, there will be a charge for the services of our Maintenance employee.

If you engage the services of an outside contractor, you will be responsible for the cost, whether the back-up is inside or outside the trap.

## TELEVISION

The Association will provide basic television cable service, the cost of which will be included in the monthly Common Charges. If there is a loss of cable, the resident should call Cablevision directly and furnish them with the LVA account # 07840-9497-61039.

## TRAFFIC REGULATIONS

1. All persons operating a motor vehicle on the roads and streets in the Village shall drive the same in a careful; and prudent manner, and obey "one way" signs, entering and leaving parking fields, "full stop" signs at the various intersections, and the twenty-five (25) miles per hour maximum speed limit which is posted along the roadways throughout the Village.
2. All persons operating motor vehicles on the roads and streets in the Village shall possess a valid driver's license, which must be in full force and effect. All vehicles operated on the roads and streets in the Village must comply with the New York State requirements with respect to inspections, registration, insurance coverage, and **must** be in conformance with the New York State vehicle and traffic law.
3. These regulations will be enforced.

## TREES

1. No unit owner or occupant shall plant any trees, bushes, shrubs, or other plantings, or authorize the same to be planted on any portion of the common elements.
2. There will be no removal of live trees. Live trees are removed only on the authority of the Community Manager with Board of Directors approval.

## TRUCKS

Commercial trucks will not be admitted into Leisure Village before 8:00 a.m. All commercial trucks must use the East Gate.

## UNITS

1. There shall be no obstruction of the common elements.
2. No personal items are allowed in Common Area.
3. Each unit owner is obligated to maintain and keep in good order and repair his/her own unit in accordance with the provision of the Condominium Bylaws and in compliance with fire and safety regulations.
4. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any of the buildings, or contents thereof. The

units are designated for residential use only. No unit owner shall permit anything to be done or kept in his/her unit or in the common elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. EXAMPLE: Kerosene heaters, which according to New York State law and Brookhaven Township Ordinance may not be used in multiple dwellings.

5. Unit Owner(s) shall not cause or permit anything to be hung or displayed on the interior/exterior of doors and windows or placed on the exterior of a unit, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed at any window, without the prior consent of the Board of Directors.
6. Nothing shall be done in any unit, or in, on or to the common elements which would change or impair the structural integrity of any building, without the prior written consent of the Board of Directors.
7. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out of a unit or exposed in any part of the common elements. The common elements shall be free and clear of rubbish, debris and other unsightly materials.
8. No industry, business, trade, occupation, or profession of any kind (commercial, religious, educational or otherwise) shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs, or other displays of like import or advertising be maintained or permitted on part of the property, nor shall any unit be used or rented for transient hotel or motel purposes.
9. Each unit owner shall keep their unit 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 the doors, windows, terraces or porches thereof, any dirt or other substances.
10. All radio, television, and other electrical equipment of any kind or nature, installed or used in each unit, shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.
11. No unit owner or occupant, or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his unit any inflammable, combustible, or explosive fluids, materials, chemicals or substances.
12. Unit owners shall not cause or permit any unusual or objectionable noise or odors to emanate from their units.

### UTILITIES

Leisure Village Association is responsible for the payment of all utilities, for all the Association buildings, the walkway and street lights.

### VIOLATIONS

Each owner, tenant or occupant of a unit shall comply with the provisions in the "Offering Plan" of the Condominium together with the "Amended by Laws, Policies, Rules and Regulations" of Leisure Village Association, Inc. Failure to comply therewith shall be grounds for action to obtain lawful relief.

### WATER HEATERS

Repairs and/or replacements are at the owner's expense. The Association will not be responsible for any damage caused within the unit or property damaged within adjacent units by defective or malfunctioning heaters.

### WORK ORDERS

Please call Maintenance for routine maintenance work. Obtain a work order number. If the work is not completed within ten (10) business days, notify your Condo Manager of the outstanding work order number.

**AMENDMENT TO BY LAWS OF  
LEISURE VILLAGE CONDOMINIUMS**

**The following section shall be added to the By Laws of Leisure Village Condominiums and shall amend the Declaration of Restrictive and Protective Covenants; Easement Grants to read as follows:**

**15. (a)** Units shall not be rented by owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days or (b) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, bellboy services, etc.

**15. (b)** Owners shall only be permitted to rent the unit in which they have resided for a minimum of one year, and may not rent and/or lease any unit which they own and have not resided for a minimum of one year in within any of this condominiums at Leisure Village Association, Inc.

**15. (c)** Any unit owner(s) who rent and/or lease the unit in which they have resided for a minimum of one year shall be required to maintain premises liability insurance coverage for the term of the lease for said unit.

**15. (d)** Unit owners who rent and/or lease the unit in which they reside shall be required to provide the Board of Directors of Leisure Village Association with a copy of a fully executed Lease Agreement between the unit owners(s) and their tenant(s) and any extension or renewal thereof.

**15. (e)** In the event of a unit owner(s) shall pass away and their unit is transferred by inheritance to a non-resident survivor or survivors by Probate Proceedings or Administration Proceedings, then that non-resident survivor or survivors shall be permitted to rent said unit on an annual basis for a period not to exceed (5) years from the date of transfer to the non-resident survivor or survivors.

This Amendment to the Declaration of Restrictive and Protective Covenants; Easement Grants of the By Laws of Leisure Village Condominiums and shall apply to all condominiums within Leisure Village Association, Inc.

Effective June 1, 2009

# CHARGEABLES

## REQUESTS FOR NON VILLAGE ACCOUNTABLE MAINTENANCE

AS A REMINDER TO ALL RESIDENTS: VILLAGE INFRASTRUCTURE MAINTENANCE WILL TAKE PRIORITY OVER CHARGEABLE WORK AND WILL BE PERFORMED ONLY IF TIME ALLOWS.

LEISURE VILLAGE WILL ATTEMPT TO ACCOMMODATE RESIDENTS IN A TIMELY FASHION.

RESIDENTS CAN UTILIZE AN OUTSIDE LICENSED AND INSURED CONTRACTOR IF DESIRED.

**\*\*HANDICAP MAILBOX: \$65.00\*\***

### ELECTRICAL CHARGEABLES INCLUDES PARTS AND LABOR

#### HEATER:

2 FOOT	\$ 90.00
3 FOOT	\$ 97.00
4 FOOT	\$ 108.00
5 FOOT	\$ 122.00
6 FOOT	\$ 132.00
7 FOOT	\$ 141.00
8 FOOT	\$ 151.00
10 FOOT	\$ 160.00
DIMMER SWITCH	\$ 70.00
DOUBLE SWITCH	\$ 56.00
DUPLEX RECEPTICLE	\$ 51.00
GFI	\$ 61.00

#### WATER ELEMENTS 4500 WATT:

ONE (1) ELEMENT	\$ 113.00
BOTH ELEMENTS	\$125.00
UPPER THERMOSTAT	\$ 88.00
LOWER THERMOSTAT	\$ 68.00
HEATER THERMOSTAT	\$ 71.00
EXHAUST FAN MOTOR	\$ 70.00
COMBO SWITCH & RECEPTICLE	\$ 56.00
PORCELAIN PULL	\$ 53.00
SINGLE SWITCH	\$ 52.00
3 WAY	\$ 53.00

**\*\*\* THERE WILL BE A MINIMAL SERVICE CHARGE OF \$25.00 FOR RAISING OR LOWERING TEMPERATURES ON WATER HEATERS AND TO RESET BREAKERS\*\*\***

### PLUMBING CHARGEABLES INCLUDED PARTS AND LABOR

WINTERIZATION( INCLUDES SUMMERIZATION):	\$ 125.00	ONE MOEN CARTRIDGE	\$ 96.00
WATER HEATERS	\$ 665.00	DISHWASHER TAIL PIECE	\$ 61.00
POP-UP FOR BATHROOM SINK	\$ 95.00	PVC TRAP	\$ 52.00
AMERICAN STANDARD TOILET TANK DISC	\$ 53.00	LAUNDRY ROOM UPGRADE	\$ 229.00
DOUGLAS VALVE FOR TOILET	\$ 54.00	WASHER SHUTOFF	\$ 156.00
TOILET TANK FLAPPER	\$ 55.00	WASHER HOSES (2)	\$ 90.00
DUO SINK STRAINER	\$ 60.00	SINK INSTALLATION CALL FOR PRICE	
TOILET TANK HANDLE	\$ 55.00		
FLUIDMASTER 400	\$ 62.00		
FLUID MASTER FLAPPER KIT	\$ 58.00		
STOPPAGES (VARIES WITH LOCATION AND DEGREE OF BLOCKAGE)			

**\*\*\* ANY ADDITIONAL PLUMBING WORK WILL BE BASED ON \$50.00 PER HOUR LABOR CHARGE PLUS THE COST OF MATERIALS \*\*\***

AS OF 09/01/2010: (PRICES SUBJECT TO CHANGE)