

Vineyards at  
Center Moriches

Condominium



RULES & REGULATIONS

VINEYARDS AT MORICHES CONDOMINIUM  
RULES AND REGULATIONS  
JANUARY 2010

WELCOME TO VINEYARDS AT MORICHES CONDOMINIUM, a private residential community of single-family condominiums. The Vineyards at Moriches Condominium is dedicated to maintaining common area grounds in such a manner as to enhance and perpetuate the property values, and quality of life of the homeowners.

The Condominium Rules and Regulations set forth here represent mandatory limitations on individual owner's privileges. All residents are expected to adhere to these community regulations as part of their purchase or lease agreements.

Violation of the rules and regulations is enforceable by the Board of Managers. Fines for house rule violations are as follows:

If you are found to have violated a house rule you will receive notification from the community via US Mail, or by E-mail.

At the discretion of The Board you will receive either a warning or fine for the offense.

**First Violation: Warning**

**Second violation: \$50**

**Third Violation: \$100**

**Fourth Violation: \$200**

Further violations: Subsequent fines at the Board's discretion.

Special Fines:

Fine for not picking up after your pet is \$250.

Fine for feeding stray animals is \$500.

*Fine for modifying the common area without Board approval will be \$1,000.*

*All fines are added to your common charge account and must be paid when issued. Failure to do so will result in the issuance of late charges and the revocation of your community privileges.*

*Should you wish to contest the violation(s), you must pay the fine in full and submit the appropriate letter along with your check to The Management Company. Please note that it is inappropriate to discuss your violation with a Board person or staff member of The Management Company. You will be responded to in writing.*

You are responsible for YOU, YOUR FAMILY, and YOUR GUESTS. Consequently, YOU are responsible for any rule violation, property or material damage to any part of the community property.

Please note: If you wish to report a violation of the Rules & Regulations you may contact THE MANAGEMENT COMPANY at P.O. Box 40, Blue Point, NY 11715 or via email at [TheMgtCo@aol.com](mailto:TheMgtCo@aol.com). You must provide necessary information for processing such as who, what, when and where. All persons making the complaint will remain confidential.

### MAINTENANCE CHARGES

1. Maintenance Charges (fees) are billed monthly and are due and payable by the tenth (10th) of each month.
2. Payments received after the 15<sup>th</sup> of the month will be assessed a late charge of twenty-five dollars (\$25.00).
3. Non-payment of Common Charges may result in legal actions, such as a judgment or a lien placed on the home. All legal fees are payable by the Homeowner.
4. Delinquent Homeowners will have all privileges suspended. Delinquent homeowners will be responsible for the deactivation and activation fees associated with the access cards for the amenities.
5. Homeowners may not withhold any portion of maintenance charges for any reason.
6. ***Replacement of key fobs or security cards are \$35.00 each, these devices are not warranted.***

### COMMON SENSE AND COURTESY

1. Living in a private, multi-family community requires that common courtesies be observed at all times.
2. Loud or unusual noises should be avoided at all times.
3. Stereos, in and out of homes, should be kept at a reasonable volume so that your neighbors are not disturbed.
4. Voices should be kept at a controlled level, particularly in the evening, both inside and outside the home.
5. Privacy will be respected at all times. No one shall be permitted to trespass on a neighbor's property. The common areas shall not be used as short cuts.

### PETS

1. All pets must be walked on a leash.
2. The person walking the pet MUST pick up and remove ALL droppings immediately.
3. Pet may not at ANY time be tied up outside the home.
4. Pets may not be loose in the Common Area.
5. The owner of the pet is, at all times, responsible for any damage done by the pet.

**REFUSE**

1. **When is garbage picked up and how should it be left curbside?** Garbage is picked up on Mon & Thurs for normal pick ups. Wednesday is for cans/papers/bottles recyclables. Please be sure that all garbage and recyclables are placed curbside in solid plastic containers with lids and NOT in plastic bags. All papers left out need to be secure in bags or tied to insure they will not blow away. No garbage may be placed out for pick up before 6pm the evening prior to pick up. Consult your pickup schedule for holiday pick ups. Thursday is the day for larger bulk items to be picked up. IF YOU HAVE ANY LARGE ITEMS TO BE PICKED UP YOU MUST FIRST CONTACT THE GARBAGE CARRIER TO ALERT THEM OF 2 DAYS PRIOR TO PICK UP!

Every homeowner is REQUIRED to have at least one garbage pail with lid for regular garbage and one garbage pail with lid for RECYCLABLES. Both pails are available at HOME DEPOT or other home store.

In the event that a homeowner has more than one garbage pail worth of refuse it is acceptable to place additional HEAVY DUTY STYLE bags of garbage curbside along with your garbage pails. YOU MAY NOT USE BAGS AS A SUBSTITUTE FOR A GARBAGE PAIL.

**REASON:** The primary reason for this rule is that rodents, birds, and animals consistently eat through garbage bags leaving garbage to blow around the community. PLEASE, PLEASE follow these rules!! We appreciate you doing so!

**SALE OF HOMES**

For Sale signs are not permitted on your home or within the community.

Open House Signs are permitted for a 4 hour period during the day of the open house.

Homeowners who are selling their units must contact **THE MANAGEMENT COMPANY** upon entering into a contract at (631) 363-5500.

The Vineyards At Moriches Condominium and The Management Company requires at least thirty (30) days notice in order to obtain pertinent information in regard to the resale of your home.

### VEHICLE RULES

1. Community roadways and parking areas are provided for residents' and guests' passenger vehicles only.
2. Parking is permitted in the following areas ONLY
  - Garages
  - Driveways
  - ***Approved Parking areas***
3. Overnight street parking is not permitted for any reason.
4. Storage of unregistered or damaged vehicles is prohibited except inside the owner's garage
5. All vehicles must have proper registration and insurance. All vehicles must obey the posted speed limit within the community.
6. Repairs to vehicles are not permitted, except for emergency repairs such as fixing a flat tire. Oil changes and tune-ups are not permitted in the driveways or common parking areas.
7. Washing of vehicles is permitted in driveways only, with biodegradable soap only.
8. Commercial Vehicles of any type are prohibited from overnight parking in the community. Prohibited vehicles include:
  - Vehicles registered and used commercially
  - Vehicles of any type with writing or lettering
  - Dump trucks, six-wheel vehicles, vehicles with ladder racks or tool boxes
  - Vehicles of any type with substantially modified (non-factory) body suspensions, oversized tires ("Monster Trucks")
  - School buses
  - Taxis
  - Boats and trailers

### ALTERATIONS

1. Alterations or additions to a unit are not permitted unless the plans are submitted to and approved by the Board, in writing, prior to commencing any work.
2. The homeowner is responsible for obtaining all required Town permits.
3. Alterations to common areas must be approved, in writing, prior to commencing any work.
4. Alterations made without Board approval are subject to a \$1,000.00 fine and removal of the alteration at the owner's expense.
5. The homeowner is responsible for all cost, maintenance and damage relating to the construction.
6. Absolutely **NO** heavy equipment on the common area, all approved construction work must be done by hand.

### EXTERIOR OF HOMES

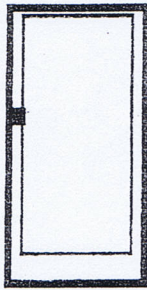
1. House numbers may not be removed or changed.
2. Doorknockers with a maximum size of 6 inches and in "good taste" are acceptable.
3. Items may not be hung from or attached to the siding on the front of the units. Items may not be hung up anywhere on the rear of the units.
4. All lawn furniture, barbeques, etc. must be stored on the patio or indoors after use.
5. The front door area may contain planters only.
6. Miscellaneous storage, garbage cans, cleaning items, etc. are not permitted.
7. No signs, advertisements, notices, clotheslines or antennae may be visible on the exterior of any unit.
8. (Backyard area patio awnings) are permitted with prior Board approval provided the awning is not able to be seen from the front of your home. Awnings may only be performed by an approved Contractor using the materials selected by the Board.

9. Items, such as decorative figures, gnomes, fountains, statues etc., may be placed in the *rear* planting beds of the homes as follows: *Only two items are permitted and shall not be greater than eighteen (18) inches in height. No religious items are permitted.*

*NO items may be placed in the front beds.*

#### FRONT STORM DOORS

1. The front storm door shown below is the ONLY approved storm door for use on your home.
2. No other types may be used.
3. Color: White Only.
4. *No "grill" work or other designs are permitted. Full view clear glass only, etched glass is not permitted.*
5. It is important to preserve the uniform appearance of the community. Your cooperation is appreciated.



#### HOLIDAY DECORATIONS

1. Decorations may be installed no more than 30 days before the holiday.
2. Decorations must be removed by two weeks after the holiday.
3. Decorations may not be nailed to the siding. Magnets, double-sided tape or masking tape is recommended.

### LANDSCAPING AND FLOWERS

1. Homeowners may not modify the landscaping around their homes or in the common area, without obtaining prior approval from the Board.
2. Flowers may be planted by homeowners to beautify their homes. Occasionally, flowers may be removed or damaged by the landscapers during weeding or pruning. Replacement will not be provided. ***The landscaper may not maintain beds that are planted with flowers in such a way as to deny clear access to the beds.***
3. ***Homeowners who modify their planting beds will be responsible to maintain the beds.***

### USE OF THE HOMES:

Any homeowner who rents out their home must file a copy of their current lease with the office of **THE MANAGEMENT COMPANY**. In addition, owners are responsible for making sure their tenants follow the RULES. All leases must be a minimum for one (1) year. Failure to do so will result in the issuance of a \$1,000 (one thousand dollar) fine.

A \$250 application fee must be paid to the Condominium for any homeowner renting their unit.

*Being a member of the Condominium brings with it some responsibilities. Unlike private homes, the Condominium strives to maintain a consistent, high quality appearance. This benefits all homeowners with high property values and peaceful quality of life. While these regulations are meant to maintain the fronts of the Homes to a uniform model, the rear area of the homes takes on the personal touches on the Homeowners. Thank you for your cooperation in adhering to these regulations.*

## VINEYARDS AT MORICHES CONDOMINIUM CLUBHOUSE & RECREATIONAL RULES

### I. Clubhouse Usage General Rule:

- A) The Clubhouse is primarily for the use by HOA Residents.
- B) Guests are permitted under the following conditions:
  - 1) All Guests must be accompanied by a resident at all times, while in the clubhouse, pool area and tennis courts.
  - 2) Guests must observe all posted Clubhouse rules.
  - 3) Homeowners will be held financially responsible for any property damage caused by the Homeowner, Resident or Guest.
  - 4) There is **NO SMOKING** in the Clubhouse.

### II. Clubhouse Party and Events Rules:

- A) **Party Rules:** Parties are defined as major parties such as New Years Eve Celebration, Valentine's Day Dance, Barbeques, etc.
- B) The Social Committee is responsible for creating, organizing and running all Clubhouse parties. The Social Committee will be guided by the governmental regulations regarding space and capacity limitations for the Clubhouse. All parties will be based on legal space and capacity limits of the areas being used.
- C) The Social Committee will announce the party using e-mail and postings in the Clubhouse, Clubhouse calendar and newsletter at least four weeks before the scheduled party.
- D) The Clubhouse is not available for Homeowner private use or rental.



### III. Pool Rules:

- A) Children under the age of 16 may use the outdoor pools when accompanied by a resident. The Resident must stay at all times, with the child.
- B) Guests under the age of 16 may use Coast Guard approved jackets or "floaties." Residents must supervise their under age 16 guests who use any Coast Guard approved item.
- C) Strollers are not permitted in the pool area.
- D) Children under the age of 16 who are not "toilet trained," must wear swim diapers or rubber pants, per the Board of Health regulations. No exceptions!
- E) The homeowner is responsible for all costs relating to any biological waste, including Board of Health fines, Homeowner Association house rule fines, cost of draining the pool and chemical treatment.
- F) Rafts, tubes, floating chairs and other recreational equipment are prohibited. "Noodles" are acceptable.
- G) Residents are responsible for clean up after each use of the outdoor pool. Please place all garbage in the disposal can. Residents and their guests are expected to observe all rules and regulations imposed by the Homeowner's Association. This includes, but is not limited to, any profanity or loud conversations.
- H) Residents and their guests must observe all posted pool rules and follow the instructions of the Clubhouse attendants at all times.
- I) Opening/Closing Dates: Generally, the outdoor pool will be open annually the Friday before Memorial Day and closed the second Monday in September.

J) The outdoor pool shall be open daily between the hours of 11:00 a.m. to 7:00 p.m. Residents and their guests may only enter the outdoor pool/spa area when the outdoor pool gate is not locked the hours are subject to change as required. *However, sitting at the poolside tables after 7:00pm is permitted. Swimming during this time is strictly prohibited.*

K) Light snacks are permitted in the pool area.

L) Only drinks in water bottles or jug type plastic containers and served in paper cups are permitted. *Absolutely no glass bottles* are permitted at any time. Proper policing and housekeeping of the beverage containers, etc. is the responsibility of the residents and their guests.

M) Radios, CD and MP3 players may be played utilizing head phones (earpiece) only.

N) *Chair reservations are not permitted.* The lounge chairs, chairs and tables may not be reserved. Once the Homeowner leaves the Pool / Clubhouse area, all furniture must be left available for other Residents to use.

#### IV. Clubhouse Pet Rule:

A) Pets are not permitted in the Clubhouse and/or the Clubhouse grounds.

#### V. Clubhouse Attire Rules:

A) Proper attire is to be worn in the Clubhouse at all times.

B) Shirts or appropriate covering must be worn at all times.

C) Wet swimsuits and/or wet clothing are not to be worn in the Clubhouse living area, except in the pool areas and locker rooms.

D) No bare feet. Shoes or appropriate foot coverings are to be worn when not in the pool area.



#### VI. Fitness Center Rules:

- A) Use of the fitness center is primarily for the use of the residents. **All Residents must sign the Condominium "Hold Harmless" form prior to usage.**
- B) Guests 16 years of age or older are permitted as long as they are accompanied by a resident in the Clubhouse.
- C) Guests under the age of 16 are not permitted to use the fitness center.
- D) There is a 30 minute limit on all cardiovascular equipment if someone is waiting to use that piece of equipment.
- E) Each piece of equipment must be wiped down after each use.
- F) Ceiling fans and TV must be turned off before leaving the room if no one else is using the fitness center.
- G) Residents and guests must observe all posted fitness center rules.

#### VII. Tennis Court Rules:

- A) The tennis courts are primarily for the use of the residents and their occasional guests.
  - B) Tennis is the only activity permitted in the enclosed tennis court area.
  - C) Court hours are from dawn until dusk.
  - D) Guests under the age of 16 are not permitted on the courts, unless they are playing tennis and accompanied with a homeowner. Guests may not play alone unless the resident signing in remains in attendance at the court.
-

- E) Court time is limited to 1.5 hours.
- F) Residents playing together may not reserve consecutive time periods.
- G) Residents may continue to use the courts for more than the permitted time if no one is waiting to use the court.
- H) The HOA reserves the right to reserve blocks of court time for Community Tennis Tournaments and other tennis functions.
- I) Toys, bicycles, skate boards, roller skates, roller blades, strollers and similar objects are prohibited from the court enclosure.
- J) Pets are not permitted within the court enclosure.
- K) The tennis courts shall be open so long as weather permits.
- L) Only tennis sneakers should be worn on the court. Black-soled shoes, leather soles, and other inappropriate footwear which may damage the court surface are prohibited.
- M) Appropriate tennis attire is required. Shirts and tennis shoes must be worn.
- N) Residents are responsible for clean up of the courts after each use. Please place all garbage in the disposal can, do not leave garbage on the court surface when playing, it is a safety hazard. Players are expected to observe all rules of tennis etiquette and the rules and regulations imposed by the Vineyards at Moriches Condominium. This includes, but is not limited to, no profanity, no loud conversation, no walking behind courts while play is in progress, no racquet throwing or any similar behavior that may be disruptive to a game in play or other residents of your community.

---

#### NOTICE

All House Rules are subject to change and/or modification. The process for revising and introducing new House Rules is that The House Rules Committee or the Board of Managers of the Vineyards at Moriches Condominium.

VINEYARDS AT MORICHES CONDOMINIUM

EXERCISE "HOLD HARMLESS" AGREEMENT

NAME: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

I wish to utilize the Gym Equipment for exercise, at the Vineyards at Moriches Condominium Clubhouse. I agree to abide by the Clubhouse Rules and Regulations of the Association. I understand that any use of the equipment is at my own risk.

I understand that there are risks inherent in the use of the Gym Equipment and Pool facilities. The risk of personal injury to myself and/or my guests, when undertaking such activities, shall be solely at my own risk. The Vineyards at Moriches Condominium, Board of Managers and THE MANAGEMENT COMPANY, urges all members and their guests to have a complete physical examination, before participating in any Pool activities, or any usage of the Gym Equipment.

The undersigned hereby assumes all risks of any personal injury, and property damage to themselves and their guests from/or in any way associated with entry upon the Vineyards at Moriches Condominium Clubhouse, use of the Gym Equipment, Pool facilities, or recreational activities provided by the Vineyards at Moriches Condominium, regardless of funding.

The undersigned hereby releases the Vineyards at Moriches Condominium, its Board of Managers and THE MANAGEMENT COMPANY, and all employees from any and all claims, liability, or demand of any kind, or on account of any personal injury, property damage, or any other damage arising out of and/or the participation in said sports activities (gym & pool use).

Lastly, the undersigned confirms that he/she has read and understands this release. It is understood that I assume any and all responsibilities on my behalf as well as my guest(s) relating to the usage of the Vineyards of Moriches Condominium, Clubhouse facilities, including the gym and/or pool and/or any of its activities.

Read, understood, and agreed:

\_\_\_\_\_  
Signature

The Management Company  
P.O. BOX 40  
BLUE POINT NY 11715

To: \_\_\_\_\_

From: John Hatgis, Managing Agent of the Vineyards at Moriches Condominium

Date: February, 2010

Re: SATELLITE DISHES

---

Dear Homeowner:

Please be advised that the below procedure must be followed and approved, prior to any satellite dish installation on your unit. Any homeowner wishing to install a satellite dish must do so in writing to this office.

1. The homeowner is expected to submit a detailed sketch, and proposal from an appropriately licensed company for installation of said satellite dish.
2. The company who going to install the satellite dish, must name the Vineyards at Moriches Condominium, c/o THE MANAGEMENT COMPANY, as additionally insured, with the following minimum coverage's:
  - A. NYS Compensation
  - B. NYS Disability coverage
  - C. \$1,000,000 in liability coverage
3. The homeowners requesting the satellite dish will be required to sign a Hold Harmless agreement (attached), assuming responsibility for any ramifications of said installation, and assuming responsibility for the area of the roof where the dish is to be installed.
4. The dish must be installed on the rear of the home. The dish must be installed below the roofline, sufficiently enough, so that the dish is not visible from the farthest curb across the street from the home. The dish may be attached to the chimney.

There shall be no exceptions to the above procedure. If you have any further questions, please feel free to contact me at (631) 363-5500, ext. 100.

JH/dr

Thank you.

VINEYARDS AT MORICHES CONDOMINIUM

HOLD HARMLESS AGREEMENT

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Description of modification and/or addition to the common area:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where as, the above Homeowner, has requested permission to modify the common area as described above.

Where as, the Board of Managers/Managing Agent wishes to be indemnified for any damages which may be caused by the homeowner.

It is now, therefore, mutually agreed that:

- 1) Permission is hereby granted for sixty (60) day period to perform the work pursuant to the application received.
- 2) The applicant (Homeowner) agrees to indemnify and Hold Harmless the Vineyard At Moriches Condominium, and its Managing Agent from any claims which may be made by reason of property damage or personal injuries resulting as a result of the installation of said modification and/or addition as approved by the Board of Managers/Managing Agent.
- 3) In the event the Condominium must institute legal action for any reason associated in the agreement, the Homeowner agrees that they will pay all cost of litigation, including court fees, etc.

In witness whereof, the parties have hereto agreed and placed their signatures.

Enclosed:

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Insurance Certificate of Contractor naming the:

The Vineyards at Moriches  
as "Additionally Insured."  
C/o THE MANAGEMENT COMPANY  
P.O. Box 40, Blue Point, NY 11715

\_\_\_\_\_  
Approved by: Managing Agent

Contractor Name: \_\_\_\_\_

FAX PAPERWORK FOR APPROVAL TO (631) 363-6605