

## COBBLERIDGE CONDOMINIUM HOUSE RULES

**Section 1.** In addition to the other provisions of the By-Laws, the following House Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the homes, all common areas and the conduct of all residents and guests of residents.

**Section 2.** All homes shall be used or occupied for residential purposes and only in accordance with municipal zoning requirements.

**(a)** Homeowners shall comply with current State, County and Town of Brookhaven laws and regulations which include but are not limited to codes governing carbon monoxide detectors, outdoor fire pits, smoking in common areas and other codes mailed to homeowners and posted on the Condominium web site.

**(b)** Suffolk County Law, Smoking Ban, effective April 9, 2016, Smoking is prohibited within a 50' radius of all entrances, exits, common areas & ventilation intakes (windows/doors) of all multiple dwelling buildings.

**(c)** As per directives from Suffolk County and the condo attorney:

*How does Cobble Ridge resolve the problem if people are found to be smoking too close to the building?* The By-Law section on House Rules (Article VIII) at sub-section 8(g) states that "The Board, upon receipt of a complaint, shall make a determination regarding the validity of the complaint and if found to be valid, notice is to be sent out to the violator. If the violation is not eliminated within 3 days, a \$100 fine may be issued. Additional fines may be assessed if non-compliance continues." Smoking could also be considered a violation of the House Rules: "Section 3. Owners of a home, members of their families, their employees, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium."

*Are there written guidelines that are followed if smoking is found? What steps are taken to remedy the smoking activity?* Please refer to the By-Law provision and House Rules cited and discussed above. Also, all complaints should be sent not only to the Board but also to the Suffolk County Department of Health Tobacco Enforcement Unit as well:

Cobbleridge Board of Managers  
Regular mail: PO Box 794, Manorville, New York 11949  
Email: [board@cobnews.com](mailto:board@cobnews.com)

Teresa Ryther  
Associate Public Health Sanitarian  
Tobacco Enforcement  
Office of Health Education  
725 Veterans Memorial Highway  
North County Complex, Bldg. C016  
P.O. Box 6100  
Hauppauge, NY 11788  
(631) 853-2967  
[Teresa.Ryther@suffolkcountyny.gov](mailto:Teresa.Ryther@suffolkcountyny.gov)

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**(d) Fire Alarm Inspections:** The Town of Brookhaven Fire Alarm inspection is required by law. This yearly inspection is mandatory and is for the safety of you, your home, your pets, and your neighbors residing in your building. An email will be sent to all homeowners with the date for the annual inspection. Inspections usually begin around 8:00 am and are usually finished around 3:30pm. You must provide access to the inspector into your home on the scheduled date so that the heat sensors in your unit can be checked. You can arrange with a friend, neighbor or relative to be present in your absence. Homeowners who rent their units must notify the tenants that they are required to allow access for the alarm inspection.

**If the fire alarm inspector cannot access your unit, a fine of \$100 will be assessed to your common charge account by the Condominium. You will then need to contact the Alarm Company to arrange for an “individual inspection”, pay the Alarm Company’s “individual inspection fee” directly to the Alarm Company AND contact the homeowners in your building with your individual inspection date since ALL the alarms will sound in their units when your unit is being checked.**

**Section 3.** Owners of a home, members of their families, their employees, guests, and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

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

**(a)** All homeowner’s pets including cats, while on any part of the common grounds, shall be leashed and under the owner’s control at all times.

**(b)** Pets should be curbed to the islands or wooded areas, **NOT** on the front, side, or back lawns. **PET CLEAN-UP IN ALL AREAS IS MANDATORY INCLUDING YOUR DECK/PATIO.**

**(c)** Pet pens, runs, leads, tie-out posts or other pet restraints are not permitted on common property.

**(d)** Storage of items such as discarded furniture, lawn furniture or ornaments and other household items on the common property will result in a warning to the homeowner and a request to clear away their property in a timely manner. Failure to respond accordingly may result in a fine.

**(e)** No tents are permitted on any portion of the common areas.

**(f) Basketball Hoops:** As of January 1, 2024, the procedure to obtain permission to set up a basketball hoop has been updated. Homeowners who received basketball hoop permission prior to January 1, 2024 are exempt from the changed procedure. To address the liability exposure that the Association incurs due to the storage and use of basketball hoops in Cobbleridge, the Board consulted with legal counsel on the matter. If you would like to set up a basketball hoop at Cobbleridge, ALL the following must be adhered to:

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1. The only Common/Limited Common Area that a basketball hoop may be kept is on your side of the shared driveway.

2. As this is a shared driveway, you must obtain a letter from your neighbor stating that they do not oppose the placement of the basketball hoop on your side of the shared driveway. A copy of the neighbor's approval letter should be sent to the Board. If at any time your current neighbor should move from the property, your new neighbor must sign a substitute letter agreeing to the placement of the basketball hoop. Additionally, if your neighbor feels at some point in the future that the placement of the basketball hoop has become a nuisance, they may withdraw their approval.

3. The hold harmless waiver must be signed by you and returned to the Board.

4. You must contact your homeowner's insurance company and have them issue a Certificate of Insurance naming Cobbleridge Condominium as additional insured. The Certificate of Insurance should be sent to the Board.

**(g)** Common Areas need to be kept clean, neat, and orderly. Please be mindful of the common area. Although the community has always maintained a "lenient" approach to this rule, we are receiving numerous complaints about excessive items on the common property.

**(h)** Feeding Wildlife: Feeding the birds can be an enjoyable and relaxing hobby. However, please be mindful that bird seed and other food sources will often attract creatures other than birds.

*MICE, RACCOONS, SQUIRRELS, DEER, CHIPMUNKS, RATS, GROUND HOGS, MOLES, AND VOLES* are some of the animals that may be attracted to your feeders, where you store your bird seed, or the other food sources you may have placed outside.

PLEASE PLACE YOUR SEED FEEDERS AWAY FROM THE BUILDING NEAR THE TREE LINE.

UNDER NO CIRCUMSTANCES SHOULD ANY FOOD PRODUCTS SUCH AS BREAD, FRUIT, PEANUTS, DOG OR CAT FOOD, ETC. BE PLACED NEAR THE BUILDING, DECKS OR PATIOS.

THIS IS AN INVITATION TO HAVING UNWANTED VISITORS CAUSING DAMAGE AND/OR ENTERING THE BUILDING.

Also, be sure you store bird seed in a tightly sealed metal container--- bags, containers and cans made of plastic are easily gnawed through!

**Remember, condominium living is community living. Be considerate of others. What you do does not just affect you----it affects all your neighbors as well!**

**Section 5.** Every homeowner shall be liable for any and all damage to the common elements and the property of the Condominium, which shall be caused by said homeowner or such other person for whose conduct he is legally responsible.

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## **Section 6.** Maintenance

**(a)** Every homeowner must perform promptly all maintenance and repair work which, if omitted, would affect the community in its entirety or in a part belonging to other homeowners, or the building of which the home forms a part, the homeowners being expressly responsible for the damages and liabilities that any failure to do so may engender.

**(b)** All repairs and maintenance to internal installations of the home located in and servicing only that home, such as telephones and sanitary installations shall be at the homeowner's expense.

## **Section 7.** Alterations

**(a)** A homeowner may not make any alterations to the exterior of the home or any part of the common elements nor may any structure be built on any portion of the common elements or restricted common elements without the written consent of the Board of Managers.

**(b)** No alterations to the inside of a home which would impair the structural soundness of the building may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested to the President of the Board of Managers. The Board of Managers shall have the obligation to answer within sixty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. This paragraph shall not apply to Sponsor.

**(c)** Homeowners shall request permission for alterations listed on the Condominium web site which include but are not limited to windows, decks, and patios. Appropriate forms and documentation must be submitted to the Board prior to the start of any work. After approval by the Board of Managers, the homeowner must follow all guidelines listed on the web site. Failure to comply with these procedures may result in a fine. Privacy Fences are permitted, please refer to the website for guidelines. You must SUBMIT the approval form.

## **Section 8.** General exterior rules

**(a)** No resident of the community shall post nor permit to be posted any advertisement, poster, or sign of any kind (including "For Sale" or "For Rent" signs) in or on the community except as authorized by the Board of Managers.

**(b)** It is prohibited to hang garments, rugs, etc., from the windows or from the building or to string clothesline on or over the common elements or to use any of the common elements for storage purposes.

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**(c)** No homeowner shall paint the exterior surfaces of the windows, walls or doors opening out of his home.

**(d)** Homeowners shall properly dispose of all refuse INTO garbage and recycling containers with secure lids to prevent litter.

**(e)** Discarded perishable food items, dead plants/flowers and their containers, as well as garden debris should all be disposed of in your garbage, not left on the ground or thrown in the wooded areas.

**(f)** When disposing of larger household items such as furniture, homeowners are required to contact the Carting Company to request a pickup. Contact information is available through the Board of Managers.

### **Section 9.** Vehicles

**(a)** No boat, trailer, camper, bus, or truck shall be parked overnight on the property without prior written approval from the Board of Managers.

**(b)** No vehicle of any type with commercial plates shall be parked anywhere within the Condominium overnight.

**(c)** Guests will utilize either the parking spaces allocated for guest parking or the residents' allocated spaces. It is the homeowner's responsibility to advise guests where to park. Please instruct your guests/visitors/contractors that they should NOT park along the road, on the grass, or in the wooded island areas as there are now sprinkler heads located along those areas.

**(d)** Under NO circumstances will any vehicle be parked on any roadway other than in designated parking areas.

**(e)** No person(s) shall park a vehicle or otherwise obstruct any resident's use of or ingress or egress to any parking space or driveway.

**(f)** Driving speed within the Condominium is limited to 15 miles per hour.

**(g)** No repair of motor vehicles shall be made on any of the roadways parking areas or other common areas of the Condominium, nor shall such areas be used for storage or parking of any boat, trailer, camper, bus, truck, or commercial vehicle except with permission of the Board of Managers. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirements.

**(h)** Under NO circumstances are ANY vehicles permitted to PARK or DRIVE on ANY nonpaved areas. No vehicles are allowed to drive around a building to access the backyard.

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**Section 10.** It is the responsibility of each resident to follow the rules and regulations of the community.

**(a)** If non-compliance is noted, a WRITTEN COMPLAINT/ DESCRIPTION of the violation MUST BE RECEIVED by the Board of Managers in order for the Board to investigate it and act on it. All complaints will be confidential and remain anonymous.

**(b)** Upon receipt by the President of the Board of Managers of a signed written complaint alleging violation of any of the House Rules as herein established or hereafter established or adopted by the Board of Managers, the President of the Board, or in his absence, the Vice President together with any two other members of the Board, without a formal meeting of the Board, shall decide as to the validity of the complaint. If in their determination the complaint is valid and justified the Board will send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a \$100.00 fine upon the violator; such fine is to be considered as an additional common charge to the account of the violator. If the violation is not corrected or eliminated, the Board of Managers may assess additional fines of \$100.00 each after serving written notice upon the violator as provided for above. If the violation results in loss or damage to property classified as common area, the Board of Managers shall have said loss or damage repaired or replaced. The actual cost of said repair or replacement shall be assessed to said violators as an additional common charge.

**(c)** All Common Charge Accounts must be CURRENT to avoid any late fees. Any outstanding balance on your common charge account due to lack of common charge payment, assessment, and/or fines will result in a \$50.00 late fee, charged each month until the balance is paid in full. In addition, interest of 1.3 % will incur on any balances after 60 days.

**(d)** Payments: For the Condominium to meet its financial obligations, payments are applied in the following order:

- Monthly assessment
- Past due assessment
- Monthly common charges
- Past due common charges
- Late fees and fines
- Remaining assessment until paid in full
- Future common charges

Homeowners may not designate where their payment is applied.

**(e)** In the event the Board or CPA needs to notify you via certified letter due to late or outstanding common charges, fines, and/or violations, you will be responsible for the cost of the mailings. Your common charge account will be billed back, upon each occurrence.

**(f)** Returned Check Fee = \$75.00. If for any reason your bank returns your personal check (insufficient funds, closed account, refer to maker, etc.) your account will be charged a \$75.00 Returned Check Fee.

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Certified Check or Money Order will only be the accepted forms of payment once we have received two returned checks from any one homeowner.

**(g)** If you use the opt-in form of payment with Rost & Co. and your payment is “reversed” or “not funded” by your bank, your opt-in privileges with Rost & Co. will be revoked. Payments must then be made with a certified check or money order and mailed to Rost & Co.

**(h)** Paperwork Processing Fees: Home Sales, to be paid by purchaser, = \$350; Refinancing = \$325; Annual Rental Fee = \$125; Rental Agreements = \$315.00.

**(i)** Non-Refundable Pet Deposit Fee of \$250.00 for rental units. RENTAL TWO PET LIMIT/HOUSEHOLD.

**(j)** Selling your home: There are numerous items the Condominium requires before you can go to closing and the Board wants to assure it goes smoothly. To reduce the number of emails the board will only give or receive information from the homeowner. Any real estate agents or lawyers need to funnel all their requests through you. The following items are needed for closing:

Cobblersidge Closing requirements/information

Common Charges will need to be paid through the month of closing.

Any special assessments must be PAID IN FULL prior to closing.

A letter of representation from the Attorney representing the Seller.

Payment Processing Fee for Home Sales - \$350.00 made payable to: Cobblersidge Condominium, either Certified Check or Money Order, paid by Purchaser, Mail to Cobblersidge Condominium, PO Box 794, Manorville, NY 11949. This fee is due from the purchaser **before** any condominium questionnaire/mortgage paperwork is filled out. Once that fee is received, paperwork requests will be processed by the condominium.

Emergency Contact Form completed by purchaser and returned to either the condo PO Box or the condo email address.

CO Detector Form completed by purchaser and returned to the condo PO Box or the condo email address after the purchaser has taken possession of the unit.

Copy of the Contract of Sale showing the Purchase Price.

Letter from the Sellers Attorney requesting the Common Charge Release Letter, which must include the following information:

- Sellers full name and address
  - Sellers forwarding address
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- Purchasers full name, phone number & email address
  - Selling Price
  - Actual Closing Date

There are currently no Reserve Contributions due from the Purchaser at the time of Closing.

**(k)** Emails sent to the Board will be monitored Monday through Friday, 9am to 5pm, and answered within two business days as responses to emails need to be discussed by the Board before they can be sent.

**(l)** Emails or letters are the best forms of communication as they document your requests or concerns in writing and create an accurate record so the Board can work on a solution.

**(m)** Deadline dates: Please be sure to read Board emails carefully. Deadline dates for a service are sometimes needed to facilitate a quick resolution of the task. Requests for a service after a deadline has passed will not be honored.

**(n)** Board members are homeowners who have volunteered to serve the community. Please be respectful of Board members and do not visit their homes or call their home/cell phones to communicate any concerns or complaints as this is an infringement on their privacy.

House Rules Revised and approved: January 31, 2024

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