

THE SEA GATE ASSOCIATION

Sea Gate, Brooklyn, New York

Rules and Regulations



1899-2021

SEA GATE RULES AND REGULATIONS 2017

Dear Homeowner, Property Owner and Landlord:

From the very beginning of the establishment of Sea Gate and the Sea Gate Association, the creation and implementation of Rules and Regulations along with By-Laws has been necessary to secure and perpetuate the private residential character of Sea Gate. These have provided a standard by which the community thrives and maintains a high quality of life for its homeowners. All rules and regulations in the By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in this document.

The right of the Sea Gate Association to enact rules and regulations has been recognized, sanctioned and upheld by the Supreme Court of the State of New York. These rules and regulations are binding upon all homeowners, property owners, landlords, tenants, residents, their families, and guests. All references in the Rules and Regulations to homeowners, property owners, landlord, residents, tenants, their families and guests are interchangeable, and each shall be jointly and severally liable and responsible for their actions or violations.

All privileges of the Sea Gate Association will be denied to those that do not adhere to these rules and regulations. Where applicable, warnings and/or a fine, followed by summonses in accordance with New York law for violating the Sea Gate Associations Rules and Regulations will be issued.

Please note that these rules and regulations were established to maintain an optimum standard of living in our community and by following them, you are an integral part of maintaining that standard. Therefore, failure to abide and comply with the Sea Gate Associations' Rules and Regulations reduces that standard and optimum quality of

life we all want here in Sea Gate. These Rules and Regulations may be revised or additional rules may be established at any time by the Sea Gate Association with notification to homeowners and residents.

ARTICLE I
USE AND CARE OF THE SEA GATE STREETS, SIDEWALKS AND BEACHES

SECTION I:

SIDEWALKS

- a) It is the sole responsibility of the homeowner and property owner to maintain, and repair broken and cracked sidewalks abutting their property. Unmaintained and unrepaired sidewalks present a hazard to pedestrians.
- b) Sea Gate Association will regularly inspect and assess the quality of sidewalks and will notify the Homeowner in writing of an unsatisfactory or hazardous condition. After receiving written notice from the Sea Gate Association of an unsafe sidewalk condition, the homeowner will have sixty (60) calendar days from the date of the notice to make the necessary repairs. If proper repairs are not made timely and adequately, the homeowner shall incur a fine. The Sea Gate Association reserves the right to repair the unsafe condition and bill the homeowner if the 60-day notice is not complied with. **Note:** Depending on the violation and what is required to correct the condition, a courtesy of up to three (3) sixty (60) day grace-periods for a maximum of one-hundred eighty (180) days may be a consideration. This is to be at the sole discretion of the Sea Gate Association. This will be defined by how hazardous the existing condition is considered to be.
- c) Homeowners wishing to plant a tree at the curbside may do so at their discretion. However, homeowners will be required to plant as per NYC DPR Standards. Please take notice that if the opening for the tree is too small, the tree will suffer and not grow to its potential. Homeowners are to take this into consideration when repairing or replacing sidewalks.

- d) If a large curbside tree is believed to be dead or has dead branches, homeowners can notify the Sea Gate Association office for assistance on having the matter rectified. No homeowner may trim or cut down a large tree without the approval of the Sea Gate Association.
- e) Property owners are responsible for keeping sidewalks, driveways, front yards, porches and 18” into street abutting property clean, unobstructed and clear of all debris, trash and unsightly conditions. A fine and/or ECB summonses, following a warning notice, will be issued for failure to comply with this regulation. Other examples of conditions which will warrant a warning, fine and/or ECB summons are as follows: overgrown shrubbery, overhanging tree branches, weeds and shrubs that infringe on the sidewalk or over your property line, fencing in disrepair, broken windows and/or doors, overgrown weeds/grass, and unmaintained lawns. *If an unsafe street condition is believed to be located within the 18” in front of your property, please notify the Sea Gate Office immediately (i.e. pothole, catch basin issue)
- f) Disease-carrying mosquitos are attracted to areas where weeds are overgrown. Standing water on your property where mosquitos can lay larvae can present a situation that raises the mosquito population. Please insure that if you have a fishpond or other type of pond that the water is flowing and regularly maintained. A warning notice, fine and/or ECB summonses will be issued for failure to comply with this regulation. For further information on the diseases that mosquitos carry and the high season for the need for vigilance and care, please contact the New York City Department of Health and Mental Hygiene or call 311.
- g) New York City and DSNY requires all homeowners, both resident and absentee, to clear their sidewalk of snow and or ice according to following guidelines:
- If snow stops between 7:00am – 5:00pm, removal must be done within four

(4) hours.

- If snow stops between 5:00pm – 9:00pm, removal must be done within fourteen (14) hours.
- If snow stops between 9:00pm – 7:00am, removal must be done by 11:00am.

h) Snowfall that ceases during the nighttime hours requires removal four (4) hours after sun-up. In the event that snow and/or ice shall be frozen to the extent that it cannot be removed without damage to the pavement, it must be properly covered with salt, sand, sawdust, cat litter or similar material to provide safe access for pedestrians. As soon as weather permits, the frozen snow/ice must be removed. It is the responsibility of an absentee homeowner to make arrangements to ensure that snow and ice is removed in accordance with this regulation. A fine and/or ECB summonses will be issued for failure to comply with this regulation.

SECTION II:

PET OWNERSHIP AND RESPONSIBILITY

- a) New York City laws require that dog owners follow the **Leash Law**. Dogs in public must be on a leash no more than 6 feet long. All pets must be kept on a leash and under the owner's control at any time they are outside the homeowner's property. Pets may not be left unattended when outside the homeowner's property at any time. A fine will be assessed to any homeowner in violation of this Regulation.
- b) All pet waste must be picked up by the pet owner and disposed of in the appropriate pet waste receptacles provided to you at various locations throughout the Sea Gate community including Sea Gate's Dog Park (located at the intersection of Surf Avenue and Mermaid Avenue) or disposed of in the dog owner's OWN trash receptacles. Pet owners shall

prevent and prohibit ANY plastic bags and containers containing pet waste from entering into Sea Gate's sewer systems and storm basins to prevent creating major problems with clogged sewers and backups into homes. Correction of said issues is costly and directly affects the budget of the Sea Gate Association, including causing very unpleasant and damaging conditions in the homes in Sea Gate. A fine and/or ECB summonses will be issued for failure to comply with this regulation. The Sea Gate Association reserves the right to bill the Homeowner the expenses it incurred to repair any damages because of the homeowner's failure to comply with this regulation.

- c) Please be respectful of the Homes adjacent to the Sea Gate Dog Park. Please follow all rules posted in the Dog Park and refrain from allowing your dog(s) to bark excessively.

SECTION III:

BUILDING CONSTRUCTION, REPAIRS AND/OR ALTERATIONS

- a) All and any alteration projects MUST have appropriate and necessary New York City permits. A copy of such permit(s) MUST be filed with the Sea Gate Association office. Failure to obtain permits will result in ECB/DOB/HPD violations, as well as SGA fines.
- b) The Sea Gate Association will accept for review only those plans that have already received approval from the NYC Department of Buildings ("DOB") or other agency having jurisdiction over the work.
- c) Homeowners are prohibited from engaging in any use or practice that is an interference with the private residential character of Sea Gate or an interference with Sea Gate's efforts to maintain, protect and preserve the safety, comfort and general welfare of the Sea Gate residents. Therefore, any construction, renovation and/or alteration work for the purposes of commercializing a residential property is prohibited. In order to preserve the private

residential community of Sea Gate, all property zoned for residential use shall be used only as a residence, and homeowners shall observe all zoning ordinances and regulations.

- d) Construction equipment for building and/or alteration projects will be permitted to be brought into the community of Sea Gate only after all the appropriate and necessary New York City permits are obtained and a copy of these permit(s) are filed at the Sea Gate Association office.
- e) Homeowners are responsible to erect construction fences in accordance with the DOB permit(s) and Building Code. Homeowners must erect a construction fence for any construction project that involves exterior work.
- f) Construction work is NOT permitted before 7am or after 6pm, Monday through Friday, or on Saturdays and Sundays without a special permit, UNLESS WITHIN 300 FEET FROM A HOUSE OF WORSHIP IN WHICH CASE NO WEEKEND CONSTRUCTION IS PERMITTED. No construction is permitted on a national holiday.
- g) It is the sole responsibility of the homeowner to obtain a permit from the Sea Gate Association **prior** to parking dumpsters in the street. Permits MUST be presented to the Officer on duty at Neptune Gate to gain access into the community.

A REFUNDABLE DEPOSIT IN THE AMOUNT OF \$300.00 MUST BE PAID FOR BY THE PROPERTY OWNER TO THE SEA GATE ASSOCIATION TO OBTAIN A DUMPSTER PERMIT. This permit must be visibly displayed on the dumpster and the front of the property. Dumpsters with graffiti are not permitted, and a fine of \$50.00 will be assessed if one is delivered to the property.

Dumpsters and major building equipment MUST be delivered and removed between the hours of 7am and 7pm ONLY.

DUMPSTERS MUST BE COVERED BY THE END OF CONSTRUCTION DAILY

AND REMOVED WITHIN TWO (2) BUSINESS DAYS AFTER BEING FILLED TO CAPACITY.

SGA Dumpster Permits expired after Twenty-one (21) days. IF A DUMPSTER MUST BE LEFT ON A CONSTRUCTION SITE LONGER THAN TWENTY-ONE (21) DAYS, A NEW PERMIT MUST BE OBTAINED IN THE SEA GATE ASSOCIATION OFFICE.

*If the permit is not renewed and/or deposit picked up within Forty-Five (45) days of the permit issue date, the deposit will be forfeited.

It is the responsibility of the homeowner and property owner to have their contractors follow the proper procedures to avoid damage to the streets. Failure to comply with any of these regulations will result in a warning followed by a fine, and/or issuance of ECB summons. In addition, the property owner will forfeit their deposit for failure to comply with the regulations.

THE SEA GATE ASSOCIATION SUPPORTS ALL EFFORTS TO IMPROVE PROPERTY AND HOMES AND WOULD IMPLORE ALL HOMEOWNERS TO BE MINDFUL OF THE PERMIT DATES TO AVOID A FINE AND SUMMONS.

- h) All construction materials must be maintained in a safe place on the owners' property where it does not interfere and/or create a hazardous or dangerous situation for pedestrians, passersby or the homeowner and/or their tenants.
- i) Upon completion of construction all materials, equipment and debris must be removed immediately. Failure to remove all materials, equipment and debris will result in a warning, fine and summons.

SECTION IV

SEA GATE STREET OPENINGS (CUTS AND HOLES

MADE IN STREET OR SIDEWALKS)

- a) If a street opening for a connection to water, gas, electrical service, cable service or repair is required, homeowners/property owners must obtain a permit from the Sea Gate Association. Again, such permits will be provided to homeowners in good standing only.
- b) A permit is required for street openings of any kind and must be done by a NYC licensed contractor ONLY. A \$500 Work Permit fee is required, with \$200 being refundable. The deposit is refundable only after the Sea Gate Association has inspected the work and deemed it acceptable and complete. The property owner shall require any contractors hired to perform the work to carry insurance and comply with the requirements. Please read Section V (5) regarding insurance, warranties and guarantees. *If the permit is not renewed and/or deposit picked up within Forty-Five (45) days of the permit issue date, the deposit will be forfeited.
- c) A copy of the proposed plan and specifications, together with the approval for such, granted by the Department of Buildings of the City of New York or other agency having jurisdiction over the work, must be attached to the Sea Gate Association permit.

SECTION V

INSURANCE, WARRANTIES AND GUARANTEES

- a) All contractors performing work in Sea Gate shall provide proof of the following insurance or such additional coverage or higher limits as may be required by applicable law with a company or companies and in a form reasonably satisfactory to the Sea Gate Association:
- i. Commercial General Liability Insurance in the amount of \$10,000,000 single limit and aggregate (provided, however, that the Sea Gate Association shall review coverage of subcontractors that cannot obtain the foregoing limits of insurance); insuring against liability for bodily and/or personal injury and death and for property damage covering the area where the work is being performed ("Project Site") and all streets, alleys and sidewalks adjoining or appurtenant to the Project Site, and which shall include: (i) operations-premises liability; (ii) Contractor's pollution liability coverage including liability for the generation of, and arranging for transportation for disposal and disposal of any contaminated waste, debris, or water from the Project Site in connection with the work being performed; (iii) Contractor's protective liability on the operation of all contractors; (iv) completed operations coverage (to be kept in force for not less than two (2) years after the completion of the work); (v) broad form contractual liability (designating as covered the "INDEMNIFICATION" provisions of their respective agreements); (vi) broad form property damage coverage; and (viii) a broad form comprehensive general liability endorsement (including explosion, collapse and underground damage, libel, slander and false arrest);
 - ii. Comprehensive Vehicle Liability Insurance in the amount of \$1,000,000, single limit, including non-owned, hired or rental vehicles as well as owned, covering

bodily and/or personal injury and death and property damage.

iii. Worker's Compensation Insurance for all employees engaged in the performance of the work being done who may come within the protection of the worker's compensation law and, where applicable, employer's general liability insurance for employees not so protected which shall include: (i) Statutory amount and coverage as required by the law of the State where the work is being performed; and (ii) Employer's Liability (where applicable) \$500,000 per each person; \$1,000,000 per each occurrence.

iv. Errors and omissions insurance for the property owner's architect, engineer or other design consultants.

b) The Sea Gate Association, its officers and directors and their respective agents, partners, servants, employees, tenants, guests, licensees and invitees, shall be named as additional insured on the above policies, except that such parties shall only be certificate holders with respect to the Worker's Compensation policy. Each such policy shall be purchased from and maintained in a company or companies lawfully authorized to do business in the State of New York. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work being performed until two (2) years following the final completion of the work ("Final Completion").

c) Except for Vehicle Liability Insurance and Worker's Compensation Insurance, which must be maintained until Final Completion of the work being performed, the Property Owner shall not, by its actions, cause any insurance policies to be canceled or permit them to lapse prior to two (2) years following Final Completion. Final Completion of the work being performed and all insurance policies shall include clauses to the effect that (a) the policy shall not be canceled (except for nonpayment), changed or non-renewed or coverage

thereunder reduced until thirty (30) days after the Sea Gate Association and all additional insureds and certificate holders have received written notice thereof, and shall not be canceled for nonpayment except on thirty (30) days' notice to the Sea Gate Association, (b) the act or omission of any additional insured will not invalidate the policy as to the other additional insureds and (c) such insurance shall be primary and non-contributory.

- d) In the event of the failure of the Property Owner or any one of its contractors or subcontractors to furnish and maintain such insurance, the Sea Gate Association shall have the right, at its option, but not the obligation, at any time, (a) to revoke permission to perform the work and to deny entry onto the property of all workers, except that if such workers are escorted by a member of the Sea Gate Association's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the name of the Sea Gate Association and other additional insureds, the Property Owner and the Property Owner's contractors and the Property Owner agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Sea Gate Association to take out and maintain such insurance for the Sea Gate Association's account, the Property Owner's account and the account of such contractor.
- e) All contractors' insurance policies shall also contain in substance the following endorsement:
- “This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.”
- f) Nothing in this SECTION 5 shall constitute a waiver of or limitation of any other rights or remedies either party may have for consequential damages or otherwise.

SECTION VI

BEACH SWIMMING AND FISHING REGULATIONS

These rules and regulations are for the protection and benefit of all Homeowners, tenants, their families, and guests. Adherence to these rules and regulations will assure the safe operation of the beach.

- a) Entrance to beach is designated by Sea Gate Association. Beach Access is required to be purchased for the Summer Season (Memorial Day weekend through Labor Day weekend). Season Access may ONLY be purchased by filling out an online request through the Sea Gate Association Website. Daily passes may be purchased at the beach entrance. Seasonal beach passes may only be purchased from the Sea Gate Association for properties in good standing. Note: Fees differ for Homeowners and Tenants. If you are a landlord, and not in good standing, your tenants will NOT be able to purchase Season Passes. *If a homeowner owns multiple properties, all need to be in good standing to be considered for Beach Access.

*Multi-passes are no longer available for purchase (*2021). Any multi-passes previously purchased (*ones with the sunset) may be used only until all have been used.

- b) All residents/guests purchasing a daily pass or utilizing the multi-pass will be required to wear a bracelet. This bracelet must be worn on the wrist and presented if requested. *If a medical condition prevents you or your guests from wearing the bracelet, you must explain said condition and get the approval of the Beach and/or Community Manager. An acceptable alternative must be met.
- c) All Season Beach Access holders MUST present their ID card to the Security Person at the

beach entrance. Only Security Staff may scan your ID. No passholder is to scan their own ID for any reason.

- d) Entering the water without a Lifeguard on duty is strictly prohibited.
- e) Swimming is strictly prohibited in all areas other than those designated with Lifeguards by the Sea Gate Association (i.e., Lindy Park and some parts of beach). The Oceanview Beach is Private property owned by the homeowners abutting it, and NYC. No swimming will be permitted at Beach 2 at any time.
- f) All persons swimming and using the beach do so at their own risk and sole responsibility. The Sea Gate Association does not assume responsibility for any accident or injury relating to swimming and use of the beach. Homeowners (and their tenants/guests) agree to make no claim against Sea Gate and the Sea Gate Association for, or on account of, any loss or damage to life or property sustained and further to indemnify and hold harmless Sea Gate and the Sea Gate Association from any claim arising out of injury or damages sustained by a guest swimming and using the beach.
- g) No fighting, disorderly conduct, vandalism, or similar conduct is permitted on the beach.
- h) Personal conduct on the beach must be such that the safety of anyone is not jeopardized and must follow Sea Gate Beach Rules and Regulations, which are posted at the beach entrance.
- i) Permanent structures such as staircases and ladders from oceanfront homes onto the Atlantic Avenue beaches of Sea Gate are strictly prohibited. Any property possessing these structures, will be assessed a fine of \$50 per day billable to the Dues & Charges of the property. Notice will be sent to any property possessing any permanent structures. Failure to remove within 7 days, will result in the Sea Gate Association's removal of the structure.

Sea Gate is not responsible for any damages resulting from these removals. Fines for these structures will still incur during this time.

- j) All residents, and their guests, must use the Beach 42nd Street Entrance ONLY (with Season Access or a guest pass). Entering the Sea Gate Association Beach without using the designated entrance at Beach 42nd Street will result in a fine of \$50 per person, per infraction assessed to the property for which any person(s) was provided access from. Any damage done to Sea Gate property (i.e., damage to fencing, seagrass etc.) will be billed to the assessed Dues & Charges for the property to which access was provided. *Any unpaid fines/assessments will place the property in default. Additional interest and legal fees may apply. *Damage to private property is unlawful and subject to prosecution.
- k) No BBQs, fires or open flames are allowed at any time on the beach.
- l) Any desired events on Communal Sea Gate Property (i.e., beach, lighthouse lawn, Lindy Park, Parking Lot, Block Parties) must be approved by the Sea Gate Association; waivers may be needed. Any resident wishing to hold a block party, must obtained written permission from all residents/homeowners on the block requested and submit to the office for approval.
- m) No dogs are allowed on the beach during the Summer Season at any time for any reason. During the Off Season, dogs must be always kept on a leash and under the owners' control and waste must be properly picked up and disposed of by their owners. Fines and/or summonses will be issued for violating this regulation.
- n) The Sea Gate Association reserves the right to establish at any time, with proper notification to owners and residents, its fishing regulations.
- o) Officers of the Sea Gate Police Department will remove violators of any Sea Gate

regulations concerning swimming and beaches from such areas. Violators will be prohibited from entering the beach until further notice from the Sea Gate Association and will be subject to a fine.

- p) These rules may be revised, or additional rules established at any time with proper notification to owners and residents using the beach.

SECTION VII

PROCEDURES FOR STORAGE AND COLLECTION OF GARBAGE AND RUBBISH

- a) All garbage pails must be covered. Due to the existence of raccoons, opossums and other animals in the area, covering garbage pails can prevent rummaging, destruction of garbage cans and pillage of trash. It is advised that homeowners attach lids to their pails so as not to lose lids during pick up.
- b) New York City Department of Sanitation collects Sea Gate trash. Please be mindful of the weight of trash placed at your curb. Ensure that all bags are tied and placed in garbage cans.
- c) All pails must be at a max of 44 gallons, as per Department of Sanitation. A summons may be issued by Sanitation for failure to comply.
- d) Garbage cans can be placed by the curb the evening before your scheduled pick-up day starting after 5:00 PM.
- e) Please be aware of changes in pick-up days due to Holidays and inclement weather. Please call 311 for updates and information if you are unable to reach the Sea Gate Office.
- f) Recycling materials such as cardboard, plastics and metal must be placed in the appropriate blue or clear plastic bags or receptacles on a homeowner's respective scheduled day. Please contact the Department of Sanitation for all rules pertaining to recycling. In the

event a recycling day falls on a National Holiday, such as Christmas Day, Thanksgiving, etc., DO NOT PUT OUT YOUR RECYCLING. IT WILL BE PICKED UP THE FOLLOWING WEEK.

- g) BULK ITEMS ARE PICKED UP ON THE SECOND PICK UP DAY OF THE WEEK.
For example, if you have pickup on Tuesdays and Fridays, your bulk day is Friday only.
NYC Department of Sanitation's "COLLECTION SCHEDULE" (including HOLIDAY SCHEDULE) is available in the Sea Gate Association Office.
- h) The NYC Department of Sanitation issues summonses and fines as they deem necessary.
It is not the Sea Gate Association's responsibility to remove summonses or pay fines issued to a homeowner by the Department of Sanitation. To obtain more information regarding the rules of the Department of Sanitation, you may call 311.
- i) In addition to any summons issued by the NYC Department of Sanitation, failure to comply with this section will result in a warning and/or fine.

SECTION VIII

PARKING

- a) No buses, commercial vehicles, vehicles with any writing or decals or vehicles with Dealer plates are permitted to park on Sea Gate streets or in the Residential Parking Lot (located between Surf and Mermaid Aves) overnight. All vehicles, including but not limited to automobiles, motor bikes and motorcycles, (hereinafter "vehicles") parked on Sea Gate streets overnight may only be parked in valid and legal parking areas and must display a Sea Gate Association resident sticker on the left side of the windshield. Vehicles without

this sticker cannot park on Sea Gate streets (or in Parking Lot) overnight and are subject to a fine and/or summons and possible towing.

- b) Guest passes for overnight visitors are available from the Sea Gate Police Department (“SGPD”). Sea Gate Residents must accompany their guests with a valid Sea Gate issued ID to obtain a Guest Parking Pass. Valid vehicle registration and driver's license must be provided. Passes must be displayed on the dashboard of the vehicle in question such that it is visible.
- c) All vehicles parked on Sea Gate streets must have appropriate and updated inspection and registration stickers on their windshield. Vehicles without these stickers or with expired stickers are subject to a fine and/or summons.
- d) Homeowners are responsible for their own and their guests' vehicles while they are on Sea Gate streets. This includes any commercial vehicles for the purpose of providing a service to any homeowner.
- e) Homeowners must comply with New York City parking rules and regulations, including and not limited to those regarding fire hydrants, driveways and crosswalks. In the event of a homeowner's non-compliance with New York City's parking regulations, summons and/or towing may result at the discretion of the Sea Gate Association with no notice to the vehicle owner or homeowner associated with that vehicle. The owner of a towed vehicle or the homeowner associated with the towed vehicle is responsible for all towing, storage, and associated costs. Call 311 for further information or contact the SGPD if you are unsure of the rules and regulations regarding parking in these areas.
- f) Parking of any unregistered or abandoned vehicles is prohibited on streets, lawns and driveways. Failure to register the vehicle or remove an abandoned vehicle will result in a

warning, fine, summons, and/or towing.

- g) Parking of any vehicle/jet ski/boat on a lawn is prohibited.

***PLEASE TAKE NOTICE THAT THE RULES AND REGULATIONS REGARDING
OVERNIGHT PARKING ARE SUBJECT TO CHANGE.***

ARTICLE III

POLICY CONCERNING DUES AND ASSESSMENTS

- a) Dues & Charges must either be made in full no later than January 31st, or in eight (8) monthly installments on the 15th of every month, beginning January 15th. The timely payment of annual dues and charges, including special assessments and any fines assessed (hereinafter “dues and charges”), by all property owners are essential for the orderly and proper management of the Sea Gate Association.
- b) In addition to the rules and procedures provided in the By-Laws, the Board has established the following rules and procedures to handle the collection of annual dues and charges.
- c) Payments received after the due date are deemed late and a late fee will automatically be assessed to the account of the property owner.
- d) Any payment of less than the full amount due shall be deemed late and a late fee will be automatically assessed.
- e) Payments paid with a check that is returned by the financial institution of the person paying the dues and charges as “uncollectable due to nonsufficient funds” or other reason shall incur an additional fine to be added to any financial institution charge and the late fee.
- f) Homeowners that are delinquent in dues and charges shall be subject to the legal action in accordance with the provision of the By-Laws. Once collection action has commenced, the homeowner shall be liable for all costs involved in the collection process, including

legal fees. The homeowner shall remain in default of his or her obligations until the dues and charge, the late fees and the costs of collection and any other charges are paid in full.

- g) Legal action to be undertaken on behalf of the Sea Gate Association may include, but is not limited to, obtaining a judgment for the monies due and/or instituting a foreclosure action on the lien against the property.
- h) Any homeowner who enters a payment plan for past due dues and charges and who violates any term of that payment plan shall be liable for immediate payment of all outstanding obligations and other charges. Also, that homeowner shall be ineligible for participation in any future payment plan without the express authorization of the Board. *Note: payment plans for prior years will not include current dues. Current dues MUST be paid on time according to the terms listed in Section VIII – A.
- i) Any legal or other charges incurred in the collection process will be borne by the homeowner.
- j) No homeowner may waive or otherwise escape liability for dues and charges by non-use of Sea Gate property or abandonment of his or her property.
- k) Upon a homeowner's sale, transfer of ownership or refinancing of his/her property, the homeowner must pay any and all outstanding dues and charges, including any late fees and interest charges assessed and/or satisfy any liens on the property as a result of any unpaid dues and charges.
- l) All privileges of the Sea Gate Association will be denied to those deemed to not be in good standing.

ARTICLE IV

ENFORCEMENT POLICY FOR THE RULES AND REGULATIONS

SECTION I

WARNINGS

- a) The homeowner is ultimately liable for any violation of the By-Laws or Rules and Regulations committed by a resident, guest, tenant, service person, or other person or animal associated with the homeowner.
- b) Where a warning is issued, the warning will advise the homeowner or resident of the violation by letter.
- c) The warning will provide specific details of the violation including the date, time, and location where the alleged violation occurred. Other pertinent information may be included as deemed appropriate.
- d) The warning will include information on the fine that may be charged and the date by which the fine must be paid.

SECTION II

FINES

- a) In addition to any fines provided in these rules, any violations that impose a safety concern provide for the institution of an immediate fine.
- b) Blatant disregard of the Rules and Regulations or the By-Laws, or direct order of the Board or what is deemed to be common sense or courtesy will result in an immediate fine.
- c) Violations with the Rules and Regulations or the By-Laws will accumulate on a calendar year basis. Once a violation of any rule has occurred, any subsequent violation of any rule will initiate an additional fine.
- d) In addition to any fine assessed, the homeowner will be responsible for the costs associated with the violation, including but not limited to repair of damaged property and any attorneys' fees or other fee incurred by the Sea Gate Association which may be associated with the violation.
- e) Fines and charges for damage must be assessed to the annual dues and charges statement and must be paid along with the annual dues and charges. Failure to pay the fine or annual dues and charges will result in late fee charges and the account not being in good standing.

F) A fine of \$50 per infraction will be assessed to the Homeowner's Dues and Charges for any violation of the Rules and Regulations. Homeowners will be assessed fines for their tenant(s') infractions.

ARTICLE V

MISCELLANEOUS REGULATIONS

SECTION I

SIGNS

- . a) A numbered address sign must be displayed on the front of each house. This number must be visible from the street. In the event it is a property without a structure built on it, an address must be affixed to the fence in the front of the property.
- b) Undeveloped property must have a fence. The fence shall be maintained and any damages to the fence must be repaired in a timely manner.
- c) Display of business or commercial signs, including advertising signs, is prohibited.
- d) Homeowners and residents posting a sign are responsible for any injuries and damages to the property caused by its installation. *ONLY For Sale signs are permitted.
- e) No signs/flyers of any kind may be posted to trees, lamp posts or left on vehicles or properties (i.e. mailboxes, doors, stoops). Fines and/or summonses will be issued for violations.
- f) Failure to abide by the above will result in a fine.

SECTION II

LAUNDRY

- a) The hanging or exposure of laundry, clothing, blankets, bedding or similar objects in the front of homes is prohibited. A backyard clothesline is acceptable.

SECTION III

GENERAL NOISE

- a) Please be courteous of your neighbor's and the community, noise should be kept down after 10pm as per NYC Guidelines.
- b) If you intend on having a large party, please notify the Sea Gate office so that we may notify SGPD.
- c) Block parties will require a signed list from all residents living on the block acknowledging the event and must be dropped off to the Sea Gate Association office prior to the event.

RESOLUTION BY THE BOARD OF DIRECTORS FOR THE SEA GATE
ASSOCIATION

IT IS RESOLVED by Board of Directors of The Sea Gate Association ("Association")

that the following provision shall be added to Section VIII of The Sea Gate Association Rules and

Regulations:

- e) *Use of Unmanned Aircraft Systems.* Commercial and/or Recreational Use of Unmanned Aircraft Systems ("UAS") a/k/a Drones on or above another's property within the Sea Gate Association is prohibited. Use of surveillance equipment on or with UAS is strictly prohibited. Anyone using UAS on their own property or with the permission of the property owner must comply with all applicable Federal, State and Local Laws. All homeowners and tenants are asked to report any unauthorized UAS use to the SGPD. Unauthorized use of UAS within the Sea Gate Community may subject the user or responsible property owner to summons, fines and other liability.

Dated: June 19, 2019

RESOLUTION BY THE BOARD OF DIRECTORS FOR THE SEA GATE
ASSOCIATION

IT IS RESOLVED that the Board of Directors of The Sea Gate Association
("Association") hereby require that any homeowner of The Sea Gate Association, who
holds title of the real estate in the name of a Limited Liability Company (hereinafter
referred to as "LLC") shall provide to the Sea Gate Association the following
documentation:

- A copy of the Articles of Incorporation of the LLC, and
- A copy of the executed Operating Agreement of the LLC, which shall

include the percentage ownership of the members/managers of said LLC.

Dated: 10/10/2016