

# THE SEA GATE ASSOCIATION

— Sea Gate, Brooklyn, New York

## Rules and Regulations



1899 - 2022

## **SEA GATE RULES AND REGULATIONS 2022**

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 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 your community and by following them, you are an integral part of maintaining that standard. Conversely, if you are not abiding and complying with the Sea Gate Associations' Rules and Regulations, you are an integral part of reducing 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 TREES, 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. Unmaintained and unrepaired sidewalks present a hazard to pedestrians.
- b) Curbside trees are the property of the Sea Gate Association and may not be removed or pruned without authorization. In the event the homeowner believes an unsafe condition or a curbside tree requires attention, they are to notify the Sea Gate Association by telephone and in writing so that prompt attention can be provided.
- c) 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, the homeowner shall incur a fine and/or an ECB (Environmental Control Board – Appendix 1) summons will be issued. 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 unless it is a hazardous and/or dangerous condition.
- d) Homeowners wishing to plant a tree at the curbside may do so at their discretion. However, the tree **MUST** come from the NYC Tree Plantings list and be maintained by the homeowner. 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.
- e) Property owners are responsible for keeping sidewalks, driveways, front yards and porches 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.

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 requires all homeowners, both resident and absentee, to clear their sidewalk of snow and or ice according to following guidelines:

– If snow stops between 7a – 5p, removal must be done within four (4) hours.

– If snow stops between 5p – 9p, removal must be done within fourteen (14) hours.

– If snow stops between 9p – 7a, removal must be done by 11a.

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 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) All pets must be kept on a leash and under the owner's control at all time when outside the homeowner's property. Pets may not be left unattended when outside the homeowner's property at any time. A violation of this regulation, following a warning, will result in charging a fine against the homeowner.

b) All pet waste, including dog waste, must be picked up by the pet owner and disposed of in the appropriate pet

waste receptacles in Sea Gate's Dog Park located at the intersection of Surf Avenue and Mermaid Avenue or disposed of in the homeowner's trash receptacles. All pet waste in a plastic bag MUST BE THROWN IN A GARBAGE CAN BELONGING TO THE OWNER OF THE PET. Pet owners shall not and shall prohibit any plastic bags and containers containing pet waste from entering Sea Gate's sewer systems and storm basins in order to prevent creating major problems with clogged sewers and backups into homes. Homeowner's must understand that the correction of these sewer problems 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.

### **SECTION III**

#### **BUILDING CONSTRUCTION, REPAIRS AND/OR ALTERATIONS**

- a) 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.
- b) Construction work is permitted during the following times: Monday through Friday, 7am - 6pm, Saturday and Sunday, and public holidays 10am through 5pm, unless they are within 300 feet from a house of worship. Any construction work being done before or after the times noted above are subject to warnings, fines and/or summonses.
- c) 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.
- d) Homeowners ONLY must obtain a permit from the Sea Gate Association for parking dumpsters in the street. A REFUNDABLE DEPOSIT IN THE AMOUNT OF \$300.00 MUST BE PROVIDED 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 AND MAJOR BUILDING EQUIPMENT MUST BE DELIVERED AND REMOVED BETWEEN THE HOURS OF 7:00AM AND 7:00PM ONLY. DUMPSTERS MUST BE COVERED BY 5pm DAILY AND REMOVED WITHIN TWO (2) BUSINESS DAYS AFTER BEING FILLED TO CAPACITY.

PERMITS OBTAINED FOR DUMPSTERS EXPIRE 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. 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 this regulation will result in a warning, fine, and/or issuance of ECB summons. In addition, the deposit will not be refunded in the event the homeowner fails to comply with this regulation. 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. If the permit is not renewed and/or deposit picked up by 45 days of permit issue date, the deposit will be forfeited.

e) Upon the filing of NYC approved DOB or other agency plans with the Sea Gate Association and the granting of a permit, all construction materials must be maintained in a safe place on the owners' property where it does not create a hazardous or dangerous situation for pedestrians, passersby or the homeowner and/or their tenants.

e) 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 Work Permit from the Sea Gate Association. Again, such permits will be provided to homeowners in good standing only.
- b) 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.
- c) A permit is required for street openings of any kind and must be done by a NYC licensed contractor ONLY. A Work Permit fee is invoiced based on the size of the street cut. The deposit, based on the schedule of fees 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.

## **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**

- a) 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.
- b) Entrance to beach is designated by Sea Gate Association. A Beach Pass must be purchased for access to the beach during the Summer Season (Memorial Day weekend through Labor Day weekend). Passes may be purchased at the Sea Gate Office or at the beach entrance when the Sea Gate office is closed. Seasonal beach passes may only be purchased at the Sea Gate Office. Daily passes may be purchased at both locations. Note: Fees differ for Homeowners and Tenants.
- c) Multi-passes can be purchased by homeowners for their visiting guests. All guests must maintain this multi-pass and provide it upon request by beach security.
- d) All 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.
- e) Entering the water without a Lifeguard on duty is strictly prohibited.
- f) Swimming is strictly prohibited in the area of Lindy Park. The Oceanview Beach is Private property owned by the homeowners abutting it.
- g) 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 in connection with swimming and use of the beach. Homeowners 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.

- h) No fighting, disorderly conduct, vandalism, or similar conduct is permitted on the beach.
- i) Personal conduct on the beach must be such that the safety of anyone is not jeopardized and be in compliance with Sea Gate Beach rules, which are posted at the beach entrance.
- j) 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.
- k) Permanent structures such as staircases and ladders from oceanfront homes onto the Atlantic Avenue beaches of Sea Gate are strictly prohibited.
- l) These rules may be revised or additional rules established at any time with proper notification to owners and residents using the beach.
- m) No fires or open flames allowed at any time on the beach.
- n) 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\*
- o) No dogs are allowed on the beach during the Summer Season at any time for any reason. During the Off Season, dogs MUST be on a lease and picked up after by their owners. Fines and/or summonses will be issued for violating this.

## **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 you attach your lid to your pail so as not to lose it 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. 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 (\*please contact Dept. of Sanitation for all rules pertaining to recycling) or receptacles on your scheduled day. In the event your 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 summons and fines as they deem necessary. It is not the Sea Gate Association's responsibility to remove summons 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 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 overnight. All vehicles, including but not limited to automobiles, motorbikes 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 overnight and are subject to a fine and/or summons. PLEASE TAKE NOTICE THAT *THE RULES AND REGULATIONS REGARDING OVERNIGHT PARKING ARE SUBJECT*

*TO CHANGE.*

- b) Guest passes for overnight visitors are available from the Sea Gate Police Department (“SGPD”). Sea Gate Residents must accompany their guests, with 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. Guest Passes are good for one night.
- 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 that will be 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. \*Parking of any vehicle/jet ski/boat on a lawn is prohibited.

**ARTICLE III - POLICY CONCERNING DUES AND ASSESSMENTS**

- a) Dues & Charges must either be made in full no later than January 31<sup>st</sup>, or in eight (8) monthly installments on the 15<sup>th</sup> of every month, beginning January 15<sup>th</sup>. 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 wishes to enter into a payment plan for past due dues and charges, will be required to sign a Promissory Note. Any Homeowner 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 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 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. The entering into a Payment Plan, if maintained, will provide the ability for any homeowner to apply for Vehicle and Beach Access

passes, for them and their tenants. The entering into a Payment Plan does not deem the Homeowner to be in good standing, however, and until such time as the Dues & Charges are brought up to date, no Homeowner will be allowed to vote at the Annual Meeting.

## **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.



## **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.

### **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**

#### **SHORT TERM RENTALS**

- a) *Short Term Rentals Prohibited:* The use of any residence or dwelling unit thereof within Sea Gate as a Short Term Rental is strictly prohibited.
- b) The term "Short Term Rental" means the renting, or offer to make available (by way of a rental agreement, lease, license or any other means, whether oral or written) for compensation or consideration, of residential property, a

dwelling unit, or a portion thereof, for a period of 30 consecutive days or less to a transient. Same shall include, but is not limited to, the rental or make available for transient use, residential property, a dwelling unit, or a portion thereof for a period of 30 consecutive days via platforms such as Airbnb, Vrbo, Booking.com, Tripadvisor, Agoda, Expedia, TUI Villas, TravelStaytion, HomeToGo, Plum Guide, and Google.

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APPENDIX 1: ENVIRONMENTAL CONTROL BOARD VIOLATIONS

*Attached please find a list of the most common NYCECB Violations*

*that are most often issued here in Sea Gate (see highlighted sections on the addendum ). Please note that they pertain predominantly to quality of life, safety and legal matters.*

*If you should require a more comprehensive list of ECB Violation, please visit the NYCDOS.GOV Website or call 311.*

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