

THE SEA GATE ASSOCIATION

Sea Gate, Brooklyn, New York

Rules and Regulations



SEA GATE RULES AND REGULATIONS 2024

Dear Homeowner, Property Owner and/or 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 and the By-Laws are incorporated and subject to the enforcement policies set forth in this document. Should there be any discrepancies between these Rules and Regulations and the By-Laws, the By-Laws shall take precedence.

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. Exception would be voting privileges which are contingent on a Home/Property owner as a documented member of the Association AND is current on his/her dues and/or current on any payment plans established. 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. Summons are issued for violations of NYS Penal or VTL codes ONLY and by the Seagate

Police or New York City Police Department.

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 to live 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. Amendments be it temporary or permanent to these Rules and Regulations must be approved by a majority vote of the sitting Board of Directors (By-Laws Article IV Government Sec. 1 d) page 2.

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/or property owner to maintain, and/or repair broken and/or cracked sidewalks abutting their property. Unmaintained and unrepaired sidewalks present a hazard to pedestrians, and are subject to fines imposed by the Board of Directors

- b) Sea Gate Association maintenance staff 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 within ten (10) days thereafter. Fine will be in the amount of \$250. 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 Board of Directors. This will be governed by how hazardous the existing condition is considered and the safety risk it places on the community.

- 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, homeowner rear yards notwithstanding Homeowners will be financially responsible for the removal of dead or dangerously leaning trees/branches of trees in front or in the rear of their property, or on either side of a property on corner lot.
- 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 ensure 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 can 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 six (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 maybe 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 maybe 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 may 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 \$500.00 MUST BE PAID FOR BY THE PROPERTY OWNER TO THE SEA GATE ASSOCIATION TO OBTAIN A DUMPSTER PERMIT,

\$300 of which will be refundable once SGA maintenance assesses that no damage has occurred to the payment from the loading/unloading/weight of the dumpster. Two separate payments/checks shall be made, one for the deposit and the other for the refundable portion. If a permit was not obtained a \$500 fine will be assessed to the property. This permit must be visibly displayed on the dumpster and the front of the property. Dumpsters with graffiti may not be permitted, and a fine of \$50.00 may 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 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.

*If the permit is not renewed and/or deposit is not 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, property owners 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 may 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.
- b) A permit is required for street openings of any kind and must be done by a NYC licensed contractor ONLY. A \$1,000.00 Work Permit fee is required for a partial block or single property service cut and a \$1,500.00 permit fee for a full block service cut, and a \$2,000.00 fee for an intersection service cut with \$500 being refundable once SGA assesses the condition of the completed work. The deposit is refundable only after the Sea Gate Association has inspected the work and deemed it acceptable and complete. Two separate payments/checks will be required from the person seeking the permit, one for the permit

and the second for the refundable portion. The property owner shall require any contractors hired to perform the work to carry insurance and comply with the requirements herein. Also, the permit location must create a 'Safe Pedestrian walkway' during the full period of work. Please read Section V (5) regarding insurance, warranties and guarantees. *If the permit is not renewed and/or deposit is not 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. A Beach Pass must be purchased for access to the beach during the Summer Season (Memorial Day weekend through Labor Day weekend). Season Passes may ONLY be purchased at the Sea Gate Office. Daily passes may be purchased at the beach entrance. Seasonal beach passes may only be purchased at the Sea Gate Office by homeowners 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. For the purposes of the prior sentence, any landlord that has any outstanding dues/fines or lapses in any payment plans will constitute a member that is not in good standing.
- b) Multi-passes can be purchased by homeowners for their visiting guests at the Office ONLY. All guests must maintain this multi-pass and provide it upon request by beach patrol.
- c) 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. *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.

- 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.
- 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 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 be in compliance with Sea Gate Beach rules, which are posted at the beach entrance.
- i) REVOKED (11/14/2023)
- j) Any person(s) entering from a beachfront home MUST have a Season Pass or daily pass bracelet. If the person(s) cannot present this to Beach Patrol, they must enter at the designated Beach Entrance to obtain.
- k) No fires or open flames are NOT 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 Board of Directors; waivers may be needed.
- m) No dogs are allowed on the beach during the Summer Season at any time for any reason.

Owners will incur a \$100 fine and/or ECB Summons, and a revocation of all beach access for the season for a second offense. During the Off Season, dogs must be kept on a leash and under the owner's control at all times and waste must be properly picked up and disposed of by their owners. \$100 fine and/or ECB summons will be issued for violating this regulation.

- n) Service Dogs will be allowed on the beach during the Summer Season provided that proper documentation is presented to Beach Security at the Beach Entrance, or paperwork is on file in the office with notification made to beach security. All Service Dogs MUST remain leashed and at owner's side at all times.
- o) The Sea Gate Association reserves the right to establish at any time with proper notification to owners and residents regarding its fishing regulations.
- p) Officers of the Sea Gate Police Department Shall remove violators of NYS Laws only, (Refer to By-Laws Page 5 Top) Violators will be prohibited from entering the beach until further notice from the Sea Gate Association and will be subject to a fine.
- q) These rules may be revised or additional rules established at any time with proper notification to owners and residents using the beach, and only after a majority vote of the sitting Board of Directors (By-Laws Article IV Government Sec. 1 d) page 2

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 that lids are not lost 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 pails.
- c) All pails must be at a max of 44 gallons, as per Department of Sanitation. A summons may be issued by the Department of Sanitation for failure to comply.
- d) Garbage pails 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) 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 may result in a warning and/or fine.

SECTION VIII

***PARKING**

- a) No buses, commercial vehicles, vehicles with Commercial (Personal Bumper Stickers notwithstanding) writing or decals or vehicles with Dealer plates are NOT permitted to park on Sea Gate streets or in the Seagate Parking Lot (located between Surf and Mermaid Avenues) 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 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 the Seagate Parking Lot) from the hours of 1am-6am unless displaying a temporary parking permit issued by the SGPD. Violators of this rule are subject to being towed at the owner’s expense, and possibly additional storage fees.
- b) Each address (house number) will be permitted two (2) livery/TLC vehicles that may obtain overnight parking stickers/permits.
- c) 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.
- d) 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 VTL expired/missing registration and/or inspection sticker summons issued by the SGPD

- e) Homeowners are responsible for their vehicles and their tenants/guests are responsible for their own personal vehicles while they are on Sea Gate streets. Homeowners will be responsible for any violations to the rules and regulations for any commercial vehicles that are authorized to perform work for the home/property owner.
- f) 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 Police Department 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. Tenants and guests of homeowners will be responsible for towed vehicles and any addition storage fees associated with the towing of said vehicle. Call 311 for further information or contact the SGPD if you are unsure of the rules and regulations regarding parking in these areas.
- g) Parking of any unregistered or abandoned vehicles is prohibited on streets or front lawns; private driveway storage ONLY permitted. Failure to register the vehicle or remove an abandoned vehicle will result in a fine, summons, and towing.
- h) Parking of any vehicle/jet ski/boat on a lawn at any time is prohibited. Storage of an boats during the off season on Seagate streets or driveways is prohibited. Storage of such in rear yards not withstanding.

ARTICLE III

POLICY CONCERNING DUES AND ASSESSMENTS

- a) Dues & Charges must either be made in full no later than January 31st, or in twelve (12) monthly installments on the 1st of every month, beginning January 1st. 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. Voting rights shall be suspended when a member is in arrears on their dues. Violations for other rules and regulations will have subsequent consequences mentioned earlier in these regulations, however, ONLY arrears on dues will cause a suspension of a member's voting privileges. Only registered Association members have privileges.
- M) Axela is the third party collection agent for the Seagate Association. Once a home/property owner falls delinquent on dues for a period exceeding 89 days, Axela becomes engaged in the collection of dues. Any penalties/late fees are assessed prior to the 90th day, however, once Axela begins the collection proceedings any and all communications will be between

the home/property owner and Axela. No correspondence will take place between the Board of Directors and/or the Community Manager or the Accounts receivable personnel once the account has been assigned to Axela.

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. Exception to this rule would be that tenants and guests are responsible for their own personal vehicle and any violations to overnight parking and towing will be the sole responsibility of the rightful owner of the vehicle.
- b) Where a warning is issued, the warning will advise the homeowner or resident of the violation by letter, or by e-mail or by message sent via the CINC portal
- c) The warning will provide specific details of the violation including the date, time, and location where the 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, and correction of the safety issue within 24 hours.

- b) Violations of 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.

- c) 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.

- d) Fines and charges for damages may 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. Once Axela receives the delinquent invoice any and all fines that are assessed to the dues and charges will fall under the purview of Axela.

- e) A fine of \$50 per infraction will be assessed to the Homeowner's Dues and Charges for any

violation of the Rules and Regulations, unless otherwise specified Fines for violation(s) of other policies (Communications Policy) may incur greater amounts as specified within the policy. Homeowners may be assessed fines for any tenant or guests infractions in/on their property, with the exception of the parking of the tenant/guest personal vehicle. That responsibility falls squarely on the vehicle owner.

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 that poses a hazard to pedestrians as deemed by the Board of Directors must have a fence. The fence shall be maintained and any damages to the fence must be repaired in a timely manner, but not greater than 72 hours
- c) Display of business or commercial signs, including advertising signs, is prohibited, with the exception of commercial vehicles parked in private driveways
- 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), except where permitted by law. Fines may be issued for violations of this regulation.
- f)

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) Unreasonable noise levels and disturbances to other homeowners and residents are prohibited. Please be courteous of your neighbors and the community. Noise levels should be kept down after 10pm as per NYC Guidelines.
- b) Any homeowner or residents intending to have a large party must notify the Sea Gate office so that the office may notify SGPD.
- c) Block parties will require a signed list from a majority of residents living on the block acknowledging the event and must be dropped off to the Sea Gate Association office at least two (2) weeks prior to the event.

SECTION IV

MODIFIED LICENSE AGREEMENT

- a) Modified license agreement(s) can be requested by home/property owners that abut Seagate Association owned property and are requesting use of such property for their own

purposes, and under specific parameters set forth by the Board of Directors and legal representatives of the Association.

b) Modified license agreements are not permanent and are NOT recorded on the NYC Department of Finance ACRIS Tax map(s). They are internal agreements between the Association and a home/property owner in very specific instances where the property requested for use does not infringe on the communal use nor effects the flow of pedestrian or vehicular traffic.

c) Modified license agreement must be supported by a survey provided by the requesting home/property owner (recorded within the prior 12 months) precisely showing the Metes and bounds of the owner's property and the Seagate Association property.

d) The fee for a Modified license agreement: Square footage of property x 5 x 13.5%.

e) No modified license agreements will be approved for any home/property owner who is in arrears on dues. At any point during the license agreement if the owner falls into arrears, the license agreement can be revoke giving 30 days notice.

f) The license agreement can be revoked at any time given 30 days notice to the owner.

g) The license agreement can be transferred ONE time to a new homeowner as long as they agree to the terms set forth in the prior agreement and supply a 'New Survey' for the Association file.

h) The modified license agreement does not have an expiration date.

APPENDIX 1: ENVIRONMENTAL CONTROL BOARD VIOLATIONS

Attached please find a list of the most common NYC ECB 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 Violations, please visit NYCDOS.gov website or call 311.

ADDENDUM A

NYC DEPARTMENT OF SANITATION
ENVIRONMENTAL CONTROL BOARD VIOLATION GUIDE

| | |
|--|-----------------------|
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| K· PublicHealthlaw CE-CommercialEs:abhmer;t | unless resp. observed |
| S-Sanf.cn Pravis n (may issuev,flendosed) | |
| S05,S2o,andS6Mmayonlyissuedb aresiden pro!!/durJ1gthe residerf.al rcu".ng hours. | |
| DS123A (locallaw IC8of2005) (o-lo-11) | Part2 |

**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, 2017

**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