

## **Fire Island Pines, Inc. House Rules Revised 03/25/2023**

These rules do not limit or supersede any municipal or governmental laws, codes, ordinances or regulations; nor do they limit the tenant/shareholder's personal common sense and judgment for health, safety and cleanliness of the premises.

Shareholders will sign a receipt for a copy of these House Rules, indicating that they have received and reviewed a copy hereof.

These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors. Complaints regarding violations of these House Rules must be made in writing to the Managing Agent.

### **Safety**

1. Fire is the number one safety concern of The Corporation (heretofore referred to as The Co-ops) and the community. Open fires and flames of any type are strictly prohibited except for attended candles inside a shareholder's unit.
2. Shareholders are responsible for keeping a charged fire extinguisher in their apartments. It is recommended a sand-filled fire bucket also be kept in the apartment.
3. Shareholders and renters must familiarize themselves with the fire detection system by carefully and periodically reviewing The Co-ops Fire Alarm System Information Guide. In the event of a fire, occupants must leave the apartment immediately and activate the alarm at the nearest pull station. If possible, 911 should be called and given complete details of the situation and its location.
4. The following items are prohibited from all areas on The Co-ops common property including decks and walkways: charcoal or wood burning barbeques, gas (e.g. propane) grills, open fires, lit candles and use of fireworks or sparklers.
5. UL approved electric grills are permitted to be used on the decks. They must not be left unattended while in use.
6. Proper caution must be observed when using electric heaters, burning candles, operating stoves, ovens and broilers all of which may not be left unattended. Electric outlets must not be overloaded. Only one portable heater may be plugged into an electrical outlet, with no other item plugged into the second outlet. No more than two light duty electrical items, i.e. lamps, radios, stereo units, etc. may be plugged into any type of extension cord. No heavy duty appliances of any kind, i.e. stove, microwave, portable air conditioner, space heaters may be plugged into any type of extension cord.
7. The boardwalks and stairways shall not be obstructed or used for any purpose other than entrance and exit to the apartments. Wagons and carriages are not to be left on the walkways.
8. Flower pots and planters may not be placed on the deck railings of any unit. Flower pots and planters may not be placed directly on the decks. Some sort of pot riser must be used to avoid direct contact between the pot/planter and the deck so as to allow air circulation under the pot/planter.
9. Only The Co-ops approved flower boxes may be attached to the deck railings according to The Co-ops guidelines.
10. No shareholder, sub-tenant or any guest shall throw, place or drop a lit or unlit cigarette, match or other flammable item anywhere on the grounds, decks and or walkways.

## **Structure**

1. Excessive weight on the structure and decks is prohibited. Overcrowding of decks is prohibited. Waterbeds are prohibited.
2. Shareholders may not attach anything to the siding of the building. No exterior alterations, gate or deck installations may be made without the written approval of the Board of Directors.
3. Any alterations, installations, or remodeling must be submitted in writing using the proper application packet.
4. The responsibility for damages which result from interior installations in an apartment, whether or not these alterations had been approved by the Board, pass on in perpetuity to each successive shareholder of that apartment.
5. Chairs, storage cabinets and other furnishings on the deck, with the exception of umbrellas, may not reach a height greater than that of the deck's railing. All such furnishings must be stored inside the Shareholder's unit during the off-season.

## **Disturbances**

1. The rights and privacy of adjoining and adjacent apartments must be respected at all times. The sounds of audio speakers, radios, televisions as well as other noise easily penetrate neighboring apartments and create a nuisance. Audio speakers are not allowed on decks. Musical instruments may be practiced only between the hours of 9:00 A.M. and 6:00 p.m. and for no more than two hours each day. Shareholders cannot give vocal or instrumental instruction at any time.
2. Construction is permitted on the following dates: Monday – Friday, September 16 to June 14, 7:00 A.M. to 6:00 P.M. No construction is permitted on Saturday and Sundays, year round. With the exception of emergency repairs, shareholders and/or contractors may not perform major renovations or alterations, as defined by the Board of Directors, between June 15 and September 15.
3. Pets may not disturb neighbors at any time and must be leashed whenever they are on corporation property.
4. Shareholders of second floor apartments must carpet, with padding, 100 % of the living room and downstairs bedroom floor spaces. Building "A" apartments and upstairs loft space of other apartments are exempt. Scatter rugs are not acceptable to fulfill this requirement.

## **Maintenance**

1. Requests for repairs must be conveyed to the Site Office by e-mail, telephone or fax using the Work Order Form.
2. The Co-ops personnel are permitted to perform personal work or work for hire for a shareholder during employee's salaried hours on a cost per hour for labor (as set by the Board of Directors) plus the cost of all materials. Performance of work is subject to employee availability as corporate jobs take precedence over side work.
3. All garbage and recyclable waste must be disposed of according to the guidelines set by the contracted garbage collection vendor in Fire Island Pines. Briefly, no loose garbage of any kind may be placed in the bins of the Corporation's garbage stations located on the perimeter of the Corporation's grounds. Regular garbage (refuse) and glass must be placed together in tied plastic bags and disposed of in the proper, designated bins. Plastic and metal must be placed together in tied, plastic bags and disposed of in the proper, designated bins. All cardboard boxes must be flattened and must be tied together with any newspaper or placed in tied plastic bags and disposed of in the proper, designated bins. NOTE: Pizza boxes and other food/grease soiled containers are to be

placed together with regular garbage and disposed of accordingly. Glass is not presently recycled in the Fire Island Pines community.

4. Plants, planting dirt, or other debris must not be thrown from decks or stored under buildings.
5. Only toilet paper may be placed in toilets. All other items, including but not limited to, grease, disposable wipes, condoms, rags, coffee grinds, sanitary napkins, paper towels, may not be put into toilets or drains.
6. Arrangements with the town cartage service must be made to remove any items that cannot easily be placed in one of the garbage containers. No large items may be placed in, on top of or adjacent to the garbage stations or in the maintenance area.
7. An agent of the Lessor may enter a shareholder's apartment in order to inspect and take measures to control infestation and nesting of vermin, insects or pests.
8. A Shareholder must provide the Lessor with a copy of the key(s) to the shareholder's apartment and to the unit's exterior shed, if present. A Shareholder who changes an existing lock must immediately deliver a copy of the new key to the Site Office. If a key has not been provided to the Lessor, any costs incurred by the Lessor in gaining entrance and securing an apartment will be charged to the shareholder.
9. A shareholder may not suspend electrical service during the off-season. End-of-season draining of the plumbing and/or any appliance by a shareholder is prohibited.

### **Grounds**

1. Any proposed requests to remove, alter or add to the natural vegetation on The Co-ops property must be submitted in advance to the Grounds Committee Chairperson for approval.
2. Exterior/outdoor fixtures and equipment may not be moved or tampered with.
3. No pets are allowed to urinate or defecate on the decks, walkways or grounds, nor are they permitted to roam freely, supervised or unsupervised, on the walkways and grounds of The Co-ops.
4. Dog owners, according to New York State law, are responsible for having their dogs leashed at all times outside their apartments.
5. According to federal, state, and local laws, the feeding of deer and other wild animals is prohibited, including on the grounds of the cooperative.
6. Shareholders are not permitted to enter under any of the buildings at any time. Shareholders are prohibited to enter the common Co-op grounds or to use the grounds as a mean of ingress/egress or as a shortcut between buildings.

### **Exterior**

1. Signs, notices, advertisements, antennae/satellite dishes are all prohibited on decks, building exteriors, or exposed from apartment windows except with Board approval.
2. Towels, clothing or other articles may not be hung over deck railings.
3. Installation and use of any permanent outdoor lighting must be approved in writing by the Board prior to installation and use. Any approved lighting may not intrude on any neighbor. Temporary lighting, limited to table lamps, solar-powered pathway lights in plants and planters, and LED rope lights is permitted, with the following limitations. No lighting of any kind may be attached in any fashion to the outdoor walls or around the windows and doors at any unit. For lower units, no lighting of any kind may be attached in any fashion to the upright posts or the underside of the upper deck. Only one table lamp per deck is permitted and must be less than 200 lumens. Solar-powered pathway lights (maximum 50 lumens each, maximum 12" height) are permitted to be used in the planters attached to the railings. A single strand of 3/8" LED rope lights may be installed using a non-penetrable adhesive, such as a 3M Command product, only to the unit side

of the porch railing. No nails/screws may be used. No other rope lights are permitted. The LED rope lights must be below the top rail, cannot be woven through and around the horizontal slats of the railing, and may not be visible from the walkways within and surrounding Corporation grounds. The LED rope light must be a single color and may not flash, twinkle, pulsate, change intensity, crawl, or present a distraction to a neighbor.

4. The decks may be occupied by deck furniture, including chairs, tables and umbrellas along with plants and planters. All items, except for the umbrella and plants, may not protrude above the height of the railing. Exception to this directive can only be made by written request to the Board of Directors. Any other furnishings or items used or stored on the deck must have approval by the Board of Directors. Umbrellas must be kept in the closed position when the shareholder is not in residence. It is the shareholder's responsibility to remove all items on the deck, except for approved affixed items, when requested by The Co-ops to allow proper maintenance of the deck.
5. Area rugs made of natural fibers such as straw and sisal may be placed on the deck floors. No more than 50% of the deck may be covered. The rug must be removed during the off season. Any damage due to rotting of the wooden deck as determined by The Co-ops will be the responsibility of the shareholder.
6. Retractable awning installation is permitted on certain decks based on the building structure according to The Co-ops specification sheet and is subject to the Engineer's approval.

### **Purchase**

1. Applications for purchase of an apartment will be supplied by the Managing Agent upon request. The Board may make and enforce other Rules or Policies intended to address applicable laws, maintenance of The Co-ops buildings and infrastructure, and otherwise to protect and preserve the health, safety and welfare of The Co-ops. The Board of Directors retains ultimate control over occupancy and will adopt such house rules and policies to protect the buildings infrastructure and shareholders use and enjoyment of the property. Applications for purchase will not be accepted nor considered if submitted by or on behalf of more than one couple, or two persons.
2. No one will be permitted to own more than one non-contiguous apartment except during a six month transitional period. Additional extensions may be granted by the Board after the transitional period.
3. The Membership Committee, made up of at least three Board members, is responsible for the review of all purchase applications. The Membership Committee reserves the right not to hold an interview if the Committee unanimously considers the application unacceptable and determines that approval of the prospective purchaser would not be in the best interest of the cooperative corporation or its shareholders. The prospective purchaser will be notified in writing by the Managing Agent, with a copy sent to the seller and/or agent.
4. The Membership Committee will vote to approve or reject a prospective purchaser following an interview. The committee's decision will prevail if the vote for approval is unanimous. A split vote results in a rejection. The chairman of the committee (or any member of the committee) may bring such matter to the full Board for discussion and vote.
5. All purchasers must produce at closing a certificate of insurance for liability, property and betterments, and flood coverage.
6. In the event that a shareholder wishes to refinance an existing loan or obtain a new loan, the shareholder must notify the Managing Agent. The Managing Agent will provide the

shareholder with a refinancing packet which must be properly completed and returned to the Managing Agent.

### **Payments**

1. Maintenance charges and special assessments are billed on the first day of each calendar quarter, and are due on the 30th day of the same month. Following the 30th day of the quarter, late fees will apply for any unpaid balances according to the guidelines set by the Board of Directors. As of January 1, 2022, the late fee shall, as permitted by law, consist of 8% of any unpaid balance per annum (consisting of simple interest of 6% per annum as provided in the Proprietary Lease and an additional late fee of 2% per annum), which late fee shall accrue in full on the first day after the expiration of any applicable grace period and then again on each anniversary of first day of the applicable calendar quarter without regard to any grace period.
2. The shareholder is responsible for the seasonal charges for turning on and draining all special fixtures and appliances installed in the apartment. The Co-ops will bill the shareholder accordingly.

### **Occupancy**

1. Overnight occupancy by the shareholder and the shareholder's guests is limited to no more than two persons in a studio, four persons in a one-bedroom apartment and six persons in a two-bedroom apartment. The Board of Directors, however, retains ultimate control over occupancy to protect the buildings and infrastructure.
2. Use of a shareholder's apartment by guests in a shareholder's absence is permitted when prior written notice is given on the appropriate form available from the Managing Agent or the Site Office. Shareholders may not receive a rental fee for the apartment's use by a guest.
3. Overnight occupancy by guests in the absence of the shareholder is limited to no more than two persons in a studio or a one-bedroom apartment, and no more than four persons in a two-bedroom apartment.
4. If there is unauthorized usage of an apartment by guests in the absence of a shareholder, the shareholder will be subject to a fee equivalent to the established short term rental registration fee. This includes consecutive mid-week or weekend occupancy in the apartment. A seasonal renter will be recorded for the unit. If the shareholder has or has had a contracted seasonal rental, it will be considered there were two (2) rentals for the season, a violation of the house rules. The shareholder will not be allowed to rent the following season.
5. If there is usage of a Co-op unit by guests in the absence of the shareholder for a cumulative total of more than 20 days, the shareholders will be subject to a fee equivalent to the established long-term rental registration. If the shareholder has or has had a contracted seasonal rental, it will be considered there were two (2) rentals for the season, a violation of the house rules. The shareholder will not be allowed to rent the following season. It is the shareholder's responsibility to maintain record of the number of occupancy days by guests in the absence of the shareholder. An occupancy day is defined as any fraction of the day between 12:00 A.M. and 11:59 P.M. Cancellation of or change to a submitted guest form must be submitted to the Managing Agent either prior to or during the revised stated time period so verification can be made. Failure to do so will negate any change to the original form and tallying of guest-occupied days for the unit.
6. No more than two pets are permitted in shareholder-occupied apartments. Guests are not permitted to bring pets to units they are visiting. All pets that are permitted on The

Co-ops's grounds must be registered with the site office and pictures of the dogs and cats in residence must be provided.

7. The Site Office or Managing Agent will secure an apartment to protect it from trespassers following the death of a shareholder if there is no surviving shareholder. Entrance to the apartment will be limited to the Executor and Corporation employees/contractors until satisfactory proof of ownership is presented to the Board of Directors.
8. Shareholders are not permitted to occupy units before the official opening in the spring and after the closing in the fall of The Co-ops without written permission from the Managing Agent.

## **Rental**

1. Shareholders are eligible to rent if they have owned for two full seasons. A full season is defined as ownership prior to Memorial Day for that year. Only one rental is permitted during a season. The length of a rental may be from a minimum of 30 days to a maximum of a full season (defined as water-on to water-off). No rental agreement may be signed by more than two persons in any apartment. Rental fees are set by the Board of Directors. Shareholders in arrears will not be permitted to rent until their accounts are made current and the maintenance paid in full up to and including the rental year's fourth quarter maintenance payment prior to the beginning of the rental.
2. Rentals are permitted for any two out of four years as set by the Board of Directors.
3. Shareholders must submit a properly completed rental application to the Managing Agent **with the appropriate rental fee included in the rental package.** The prospective renter(s) must be interviewed and approved by a duly appointed person (members of the Board and/or the Managing Agency) prior to the rental taking occupancy. The Co-ops House Rules Extract for Renters must be reviewed and must be signed by the prospective renters. Any duly appointed person who conducts a rental interview is empowered by the Board to grant or refuse approval of rental candidates.

### **Rental Fees are as follows:**

**The new rental fee schedule, which takes effect immediately, is as follows:**

	<b>Short term rental (30-45 days)</b>	<b>Long term rental (&gt;45 days)</b>
<b>Studio</b>	<b>\$450</b>	<b>\$800</b>
<b>1 Bedroom</b>	<b>\$720</b>	<b>\$1150</b>
<b>2 Bedroom</b>	<b>\$810</b>	<b>\$1425</b>
<b>Ocean Front</b>	<b>\$1080</b>	<b>\$1900</b>

4. Overnight occupancy by a renter and the renter's guests is limited to no more than two persons in a studio, two persons in a one-bedroom apartment and four persons in a two-bedroom apartment, unless the shareholders sub-lease indicates fewer. Rental units are permitted one (1) pet only. During the rental period, no guest may occupy an apartment without at least one renter present. Persons occupying an apartment in the legal renter's absence will be considered trespassers, and the police may be notified.
5. Sub-leasing by a renter, who has an approved rental agreement with an existing shareholder, is prohibited. Any subleasing by a renter, or attempts to sub-lease their occupancy, will result in automatic termination of the rental agreement by the Board of Directors and Managing Agent.
6. Violation of any of these rules will result in automatic termination of the renter's lease.
7. Shareholders are responsible for assuring their renters know the proper operation and location of the smoke detectors, sand-filled buckets, fire extinguishers, fire alarm boxes and fire hoses.

8. Shareholders are responsible for the correction of any situation resulting from their renter's failure to comply with The Co-ops House Rules. Failure to correct the situation by the shareholder may result in any or all of the following: suspension of rental privileges; termination of the renter's lease; and/or application of an administrative fee to the shareholder.
9. Shareholders are prohibited from allowing a guest(s) to occupy the apartment during the designated time period(s) listed in an approved rental agreement.

### **Double Apartments**

1. A double apartment consists of two apartments which are contiguous and have the same owner(s).
2. The two units which comprise a double apartment will be joined by a portion of the common wall or a portion of a common floor/ceiling.
3. A full renovation package must be submitted prior to any renovation associated with the joining of the units.
4. Overnight occupancy of a double apartment by the shareholder and the shareholder's guests is limited to no more than four persons in a double studio apartment and in a double one bedroom apartment and eight persons in a double two bedroom apartment. The limit for a joined one and two bedroom apartment is six persons.
5. Overnight occupancy of a double apartment in the absence of the shareholders is limited to no more than two persons in a double studio apartment and in a double one bedroom apartment, and six persons in a double two bedroom apartment. The limit for a joined one and two bedroom apartment is four persons.
6. Rental of one half of a double apartment is not permitted. The rental registration fee for a double apartment is equivalent to the total sum of current rental fees for whatever types of apartments have been joined together.
7. If, for any reason, the shareholder of a double apartment wishes to sell one of the apartments, permission to sell will be granted subject to the following: (a) basic plumbing fixtures which may have been altered must be returned to full operational status and (b) basic appliances such as stoves and refrigerators must be replaced if they had been removed.

### **House Rules Violations:**

1. An administrative fee of no less than \$250.00 per violation, as determined by a vote of the Board of Directors, may be assessed by The Co-ops against any shareholder who does not comply with any of the House Rules of The Co-ops or terms as set forth in the Proprietary Lease. This fee may be assessed if a House Rule or a term of the Proprietary Lease is violated by either the shareholder, or a sub-tenant, or a guest of the shareholder, and shall be in addition to any expenses including legal fees incurred by The Co-ops as a result of said violation of the House Rules.