

PROTOCOL

&

GUIDELINES

FOR

CONDOMINIUM LIVING

AT

MAIDSTONE LANDING

(Revised July 2021- inclusion of new Pool Rules
2nd Minor Revision July 2022- added statement about renting clubhouse & added Tennis/Pickleball Rules)

MAIDSTONE LANDING CONDOMINIUM I and II

A. Introduction

Life in a condominium community can be both wonderful and challenging. A high level of cooperation is necessary to ensure a successful well-run community. It is only when all residents are willing to cooperate and abide by the rules of the community that the full benefit can be achieved. It is therefore in everyone's best interest to abide by the House Rules and assist the Board of Directors in enforcing them as well. The House Rules that follow come from two main sources the By-Laws of Maidstone Landing Condominiums I and II and the residents of the community. The Board of Directors may from time to time adopt House Rules that govern the use of the Homes and the conduct of all residents. The House Rules found in the By-Laws may only be amended or rescinded at a duly called Home Owners meeting and need the approval of sixty-six and two-thirds percent of the Home Owners. House Rules adopted by the Board of Directors may be amended or rescinded by a vote of the Board.

If you see rules being broken, please report the violation to the Management Company. Please provide the nature of the violation, the address of the unit involved, the date and any other details you believe will be helpful. Your report should be in writing and signed otherwise it cannot be recognized. Once notified of the violation the Management Company will take appropriate action as described elsewhere in these House Rules.

Boards of Directors meetings are held every fourth Tuesday of the month. Meetings begin at 5:30 p.m. and are open to the community for the first half hour. It is during this open session that residents can volunteer to serve on a committee, ask questions about rules or register a complaint. At 5:45 p.m, the Board will begin the closed portion of the meeting and other community members will be asked to leave. In addition to the monthly meetings, special meetings of the Home Owners will be held from time to time. The purpose of these meeting is to bring the community up to date on recent events or to discuss new issues or problems facing the community. Attendance at these informational meetings is encouraged; the Board of Directors can operate much more effectively with your input.

B. Definitions

1. **Condominium-**The term "Condominium" as used herein shall include the land and the building and improvements thereon including the Condominium Homes (hereinafter referred to as "Homes"), and the common elements and the use and occupancy thereof. (Article I, Section 2.-Maidstone Landing Condominiums I and II By-Laws)
2. **Building-**The term "Building" as hereinafter used shall be defined as the exterior walls and roof of a Home or number of Homes all of which are constructed under a continuous roof or the entire interior and exterior of any building or structure which shall form a portion of the Condominium but which does not contain any of the Homes. (Article I, Section 2.-Maidstone Landing Condominiums I and II By-Laws)
3. **Common Elements-** The term "Common Elements" will consist of all of the Community, except the Homes, including, but without limitation, outside walls and roofs of the Buildings, the land, buildings and improvements (other than the Homes) comprising the Community (including the land under the Homes and under the improvements), all utility or other pipes and material located outside of the Homes. (Article Fifth-Amended Declaration Maidstone Landing Condominiums I and II)
4. **Restricted Common Elements-**The following are detailed descriptions of the irrevocably restricted common elements.
 - Any balcony or patio area that is located adjacent to each Home is restricted in use to the owner of such Home.
 - Any heating and/or cooling unit, if located in the common elements adjacent to each Home and serving such Home, is restricted in use to the Owner of such Home and shall be maintained and repaired by such Owner at their sole cost and expense.
 - The land directly beneath each Home.
 - The driveway located in front of the garage forming part of each Home is

restricted in use to such Home.

5. **Common Properties or Common Areas-**The terms "Common Properties" or "Common Areas" shall mean and refer to certain areas of land ... which will be owned by the [Home Owners] Association and which is intended to be devoted to the common use and enjoyment of the owners of the Properties and shall include, without limitation, the Recreational Facilities, [Mail Gazebo] and any subsequent land or roadways that may become part of the Common Properties (Article II (e), Home Owners Association By-Laws)
6. **Home--** The term "Home" shall mean and refer to all units of residential housing situated upon the Properties but not upon the Common Properties, whether they are houses or apartments, and whether they are condominiums, rental units or any other permissible type of residential housing. (Article II (i), Home Owners Association By-Laws)
7. **HomeOwner-** The term "Home Owner" or "Owner" shall mean and refer to the record owner of tee simple title to any Home. Every Home Owner shall be treated for all purposes as a single owner for each home held, irrespective of whether such ownership is joint, in common or tenancy by the entirety. Where such ownership is joint, in common or tenancy by the entirety such collective ownership shall constitute one (1) member. (Article II G), Home Owners Association By-Laws)
8. **Association-** The term "Association" shall mean and refer to Maidstone Landing Home Owners Association, Inc., a New York Not-for-Profit Corporation. (Article II (a), Home Owners Association By-Laws)

C. **House Rules and Regulations**

Applicability

1. The following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Directors shall govern the use of the Homes and the conduct of all

residents thereof. (Art. VIII, § I-ML Condominiums I and II By-Laws)

Maintenance and Repair

2. Every Home Owner shall be liable for any and all damage to the common elements and the property of the Condominium, which shall be caused by said Home Owner or such other person for whose conduct he is legally responsible. (Art. VIII, § 5-ML Condominiums I and II By-Laws)
3. Every Home Owner must perform promptly all maintenance and repair work to his own Home which, if omitted, would affect the Community in its entirety or in a part belonging to other Home Owners, or the building of which his home forms a part, he being expressly responsible for the damages and liabilities that his failure to do so may engender. (Art. VIII, § 6(a)-ML Condominiums I and II By-Laws)
4. All the repairs to internal installations of the Home located in and servicing only that Home, such as telephones and sanitary installations shall be at the Home Owner's expense. (Art. VIII, § 6(b)-ML Condominiums I and II By-Laws)

Use and Misuse of Condominium Property

5. The common elements shall not be obstructed, littered, defaced or misused in any manner. (Art. VIII, § 4--ML Condominiums I and II By-Laws)
6. Owners of a Home, members of their families, their employees, guests and their pets shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium. (Art. VIII, § 3-ML Condominiums I and II By-Laws)
7. Every Member shall be liable for any and all damage to the Common Area and the property of the Association, which shall be caused by said Member, its permitted lessees and occupants of Homes, their respective family members and guests and such other person for whose conduct the Member is legally responsible. (Art. VIII, § 8(n)-ML Condominiums I and II By-Laws)
8. No resident of the Condominium shall post any signs, advertisement, or

- posters of any kind in or on the Condominium including "For Sale" and "For Rent" signs except as authorized and approved by the Board of Directors. (Art. VIII, § 8(a)-ML Condominiums I and II By-Laws)
9. It is prohibited to hang garments, rugs, etc., from the windows or from the Building or to string clotheslines on or over the common elements or to use any of the common elements for storage purposes. (Art. VIII, § 8(b)-ML Condominiums I and II By-Laws)
 10. No Home Owner shall paint the exterior surfaces of the windows, walls or doors opening out of his Home. (Art. VIII, § 8(c)-ML Condominiums I and II By-Laws)
 11. No tents are permitted on any portion of the common areas without the consent of the Board of Directors. (Art. VIII, § 8(g)-ML Condominiums I and II By-Laws)
 12. No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior home without the prior written consent of the Board of Directors. (Art. VIII, § 8(i)-ML Condominiums I and II By-Laws)
 13. No Home Owner shall permanently install toys or sports equipment on or over the common elements or areas. (Adopted January 2005)
 14. Home Owners shall bring inside their Unit at the end of each day all bicycles, toys, ball playing equipment and the like. (Adopted January 2005)

Fire and Safety

15. All types of barbecue grills, when in operation, are not permitted on the lower decks and must be at least ten feet away from any combustible material. Flame-producing devices (such as barbecue grills) are not permitted on the decks. (Adopted January 2005)
16. No flammable materials or chemicals can be stored inside the Homes. The prohibition includes kerosene heaters, propane tanks, and fuel tanks for boats or other recreational vehicles. Please store these items in your garage. (Adopted January 2005)

17. Fire safety and warning devices should not be altered, disconnected, or painted over. (Adopted January 2005)

Alterations

18. A Homeowner may not make any alterations to any part of the common elements nor may any structure be built on any portion of the common elements or restricted common elements without the written consent of the Board of Directors. No alterations to the inside of a Home which would impair the structural soundness of the building may be made without the written consent of the Board of Directors. Consent may be requested by mailing a letter, certified mail, return receipt requested to the Management Agent, if any, or to the President of the Board of Directors, if no management agent is employed. The Board of Directors shall have the obligation to answer within sixty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. All work done pursuant to this Section must be done in accordance with all applicable rules regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof. All necessary approvals must be obtained and submitted to the Board of Directors upon submission of the written request for consent to do the work to the Board of Directors. Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations and zoning ordinances of any governmental agencies having jurisdiction thereof. (Art. VIII, § 7-ML Condominiums I and II By-Laws)
19. Storm doors may be installed at the Home Owner's expense. Front storm doors must be of the type that has full glass/screen panel, from top to bottom, with brass hardware and kick plate. No decorative grilles on the storm door will be permitted. Home Owners' must install one of the storm doors in the Andersen HD Full view Series (Adopted January 2005)
20. No building, deck, patio, fence, gate, sign, statuary, wall or other structure, or change or alteration to the exterior of the Homes or color of the Homes

or in the landscaping shall be commenced, erected, replaced, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made unless the Home Owner complies with requirements of the Architectural Control provisions contained in Article XVI, Section 3 of the By-Laws of Maidstone Landing Home Owners Association, Inc. (Art. VIII, § 8Q)-ML Condominiums I and II By-Laws)

21. No Home Owner shall install or permit to be installed any window mounted or through the wall mounted air conditioning unit in his Home. (Art. VIII, § 8(m)-ML Condominiums I and II By-Laws)

Vehicle Use

22. No person shall park an automobile, boat, trailer, off-track vehicle, camper, bus, truck, snowmobile or other commercial or recreational vehicle (collectively "Vehicles") or otherwise obstruct any Home Owner's use of ingress or egress to any driveway, garage or parking space, nor may any Vehicle be parked on the Common Areas except in designated parking areas. The driveway in front of each garage is restricted in use to the owner of the Home in which such garage is located. (Art. VIII, § 8(e)-ML Condominiums I and II By-Laws)
23. Commercial license plate vehicles may not be parked in the Community for a period in excess of 24 hours. (Art. VIII, § 8(d)-ML Condominiums I and II By-Laws)
24. No repair of a Vehicle as defined above shall be made in any of the roadways, driveways or parking areas of the Condominium, nor shall such areas be used for storage or overnight parking of any Vehicle, except for a Member's automobile, without the written permission of the Board. (Art. VIII, § 8(d)-ML Condominiums I and II By-Laws)
25. The speed limit for all roads in the Condominium is 15 miles per hour, except the entrance roadway (Dune Road), which shall be 30 miles per hour. (Adopted January 2005)
26. Please use the parking available at your unit (i.e., garage or driveway) first, then use parking available at the recreational facilities and finally, as

a last resort, parking is permitted on the roadway in front of your unit.
(Adopted January 2005)

Noise and Nuisances

27. No Home Owner shall make or permit any disturbing noises in any home or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Home Owners. (Art. VIII, § 8(0)-ML Condominiums I and II By-Laws)
28. No Home Owner shall operate or permit to be operated any electric or electronic device that creates noise or disturbance or causes interference of any kind outside his Home. No Home Owner shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph, tape recorder, CD player, radio, computer, television or similar device in such Home between the hours often o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other Home Owners. (Adopted January 2005)
29. No construction or repair work or other installation involving noise shall be conducted in any Home except on weekdays (not including legal holidays) and only between the hours of eight o'clock a.m. and eight o'clock p.m. (Adopted January 2005)

Trash Disposal

30. Trash is collected twice a week, usually on Mondays and Thursdays. Trash is to be placed in appropriate receptacles-raw garbage must be put in an "animal-proof" trashcan. Paper, cardboard and yard debris can be put in a plastic bag and securely fastened. Trashcans may not be put at the end of the driveway before 6:00 p.m. on the night before pick-up. Trash receptacles must be brought back up to the house within 24 hours.
Dumping of Trash on Common Elements-the dumping of anything including branches, soil, concrete, bricks or other construction material on common elements is strictly prohibited. Contractors found to be repeatedly dumping debris on common elements will be barred from doing work at Maidstone Landing. (Adopted January 2005)

Mortgages

31. Any Home Owner who mortgages or sells his Home shall immediately notify the Board of Directors, providing the name and address of his mortgagee or new Home Owner. (Art. VIII, § 8(k)-ML Condominiums I and II By-Laws)
32. The Board of Directors shall, at the request of the mortgagee of the Home, report any delinquent assessments due from the Owner of such Home. (Art. VIII, § 8(1)-ML Condominiums I and II By-Laws)

Pets

33. All dogs, cats and other pets must be leashed and shall not be permitted to run loose. Home Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Common Areas. No cages or "runs" shall be constructed on the Common Areas. (Art. VIII, § 8(f)-ML Condominiums I and II By-Laws)
34. All dogs shall be registered and licensed by the State of New York, and all cats and dogs shall be vaccinated against rabies. (Adopted January 2005)
35. Pets must not be left unattended on decks, tied-up outside, or otherwise not in the company of their owners. (Adopted January 2005)

Rentals

36. All Homes shall be used for residential purposes only. All rentals, other than rentals by the Sponsor, must have the prior consent in writing of the Board of Directors, and must be subject to local zoning ordinances and comply with the requirements contained in these By-Laws. (Art. VIII, § 2)-ML Condominiums I and II By-Laws)

Enforcement and Fines

37. Upon receipt, by the President of the Board of Directors or by the Managing Agent, of a signed written complaint alleging violation of any of the House Rules or other provisions of the By-Laws as herein established or hereafter established or adopted by the Board of Directors, the President of the Board, or in his absence, the Vice President together

with a minimum of two (2) other members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. If in their determination the complaint is valid and justified the Managing Agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to \$50.00 upon the violator; such fine is to be considered as an additional common charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Condominium, By-Laws or Offering Plan. If after imposition of a fine the violation is not corrected or eliminated, the Board of Directors may assess additional fines of up to \$50.00 each after serving written notice upon the violator as provided for above. If the violation results in the loss of or damage to property classifies as common area, the Board of Directors shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional common charge. (Art. VIII, § S(p)-ML Condominiums I and II By-Laws)

38. Any costs incurred by the Board of Directors to remedy or cure any violation of these By-Laws, the Rules or Regulations as herein or hereafter established, shall be an additional common expense charged to the violator in addition to the fifty dollar (\$50.00) fine(s) levied upon the violator. Fines may be levied against a Home Owner's tenant and the Home Owner shall be jointly and severally liable with his tenant for payment of same. In the event the Association institutes legal action for the collection of any fines, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Association plus interest and costs of suit. (Article IX (s), Home Owners Association By-Laws)
39. Any Home Owner who fails to prevail in a lawsuit or other legal proceeding instituted by such Home Owner against the Home Owners

Association or any of its directors, officers, committee members, employees or agents and is related to the business of the Home Owners Association, shall pay to the Home Owners Association all reasonable expenses, including attorneys' fees, incurred by the Home Owners Association in the defense of such proceeding. This provision shall not apply to any specific instance where the Board of Directors of the Home Owners Association has granted a waiver.

D. Provisions of the Architectural Review Committee

No building, deck, patio, fence, sign, statuary, wall or other structure, or change or alteration to the exterior of the Homes or color of the Homes or in the landscaping shall be commenced, erected, replaced, repaired or maintained upon the Properties, not shall any exterior addition to, or change or alteration thereto, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board Directors of the Association or by an architectural or landscaping committee composed of three or more representatives appointed by the Board as detailed in Article XVI, Section 3 of the [Home Owners] Association By-Laws. In the event said Board, or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Paragraph shall not apply to [the] Developer. (Article VII, Declaration of Covenants, Restrictions, Easements, Charges and Liens-Maidstone banding, LLC.)
The maximum allowed patio size is 16 X 28.

E. Clubhouse Rules

1. All guests must be accompanied by at least one adult resident.
2. An adult resident must accompany all children under the age of twenty-one.
3. The clubhouse is a smoke-free building.
4. When residents and their guests leave the clubhouse, the building should be in the same condition (or better) than when the users arrived.
 - Clean sink and counters after use.
 - Clean any spills from floor.
 - Clean any tables that have been messed.
5. When users leave the clubhouse, they are expected to take their garbage with them.
6. Do not leave anything in the refrigerator that you expect to use at a later date. Anything in the refrigerator is "free game".
7. Please report all damage (yours or existing at entry to the managing agent.
8. No pets in the clubhouse.
9. Please report all unsafe conditions to a board member immediately.
10. Children under the age of twenty-one are not permitted in the exercise room.
11. Please use care when operating the fireplace and be sure it is off if you are the last party to leave. If you experience a problem, call a board member.
12. Rental of the Clubhouse is permitted only by reading and filling out the ***Clubhouse Use Application Form_Jan2022*** (found in the Residents Only section of the Maidstone Landing website).
13. Bathing suits and bare feet are permissible on lower level only.
14. Please sign in and out of the clubhouse in the book located at the front door. Please remember to indicate time of use.
15. Please make sure to close and lock all doors when leaving the Clubhouse.

(Adopted: June 2002)

F. Tennis/Pickleball Court Rules

1. Use Tennis/Pickleball Courts at your OWN RISK.
2. Open from 8am to 8pm.
3. For Residents and their Guests ONLY.
4. No food, glass, or alcoholic beverages allowed on the courts.
5. No pets.
6. No bicycles, roller blades or skateboards.
7. Proper footwear required.

G. Pool Rules

The following two pages list the new Pool Rules (as of July 2021). Our pool FORMERLY was controlled by a Lifeguard that was on duty during the specific hours specified. BUT.. our pool NOW is “self-governed” (“Level IV Supervision under the NYCRR Title 10 Section 6.123- Supervision (10) regulations”) and therefore, different rules apply.

It is each Condo Owner’s responsibility to not only read through the new Pool Rules thoroughly, but to inform their guest(s) of these new rules.

Please turn (scroll) to the next two pages for the Pool Rules →

Maidstone Landing Swimming Pool Rules (as of July 2021)

- No person under the age of 16 will be permitted in the swimming pool area without being accompanied by their parent or guardian over 18 years of age.
- Parents or guardians are fully responsible for the safety and behavior of persons under the age of 16 using the swimming pool facilities.
- All children in diapers must wear plastic pants with snug fitting elastic waist and leg fittings before entering the swimming pool. Parents must report any “accidents” to the attendant or property manager immediately, and assist with any necessary clean up. If pool water is compromised, pool may be closed for the remainder of the day.
- All persons must shower before entering the swimming pool.
- All conduct that endangers the safety and/or comfort of others (i.e., running on deck, or any diving into the pool) is prohibited within the pool enclosure.
- Any person showing evidence of a communicable disease, sore or inflamed eyes, bodily discharges, open blisters, cuts and bandages, will be denied entry to the swimming pool enclosure.
- No person experiencing diarrhea or other gastrointestinal (stomach) symptoms will be allowed entry to the swimming pool enclosure.
- Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the pool enclosure.
- No animals will be allowed in the swimming pool enclosure including the clubhouse and bathrooms.
- No glass containers are allowed in swimming pool enclosure.
- No swimming will be allowed during inclement weather conditions.
- No alcohol will be permitted within the pool enclosure during posted hours.
- Shallow Water-No Diving

*Level IV Supervision**

Swimming Pool Regulations *This is a NO LIFEGUARD facility* *Swim at your own Risk*

NEVER SWIM ALONE. A minimum of two adults, 18 years or older, must be present whenever this swimming facility is in use, with at least one adult remaining on the pool deck.

THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION. Children under 16 years of age must be accompanied to the bathing facility by a parent or guardian, (an adult who is responsible for the children and their behavior.)

IN AN EMERGENCY, NOTIFY THE FACILITY OPERATOR AND CONTACT HELP AS SOON AS POSSIBLE. A free telephone is provided at this facility outside the door of the fitness area. Telephone numbers for the nearest emergency medical service are posted.

NO DIVING – SHALLOW WATER POOL

Only use this facility during posted hours of operation.

Don't drink alcohol and swim.

*NYCRR Title 10 Section 6.123 – Supervision. (10)