

# Beechwood Estates Homeowners Association, Inc

A synopsis of Rules and  
Responsibilities of  
Membership

*Dear Home Owner:*

*Beechwood Estates has become over the years since its construction in 1985, a lovely residential community with an interested and involved membership.*

*Eleven current and former Home Owners have served on the Board of Directors, and many others have participated when called upon to assist the Association as members of various committees.*

*The future success of Beechwood Estates is directly linked to the continued participation of its membership, and the compliance by members, guests, and tenants, with rules and regulations established for the benefit of ALL members by the Board of Directors and the Home Owners.*

*We hope that you will keep this document handy for easy reference, and make it available to any potential buyer of your Home.*

*As always, the Board of Directors is interested in any comments that you might have concerning the information on the following pages. We look forward to seeing you at the next Annual Meeting, which is normally held at a local restaurant in September or October each year.*

*Thank you for your continued support.*

*Board of Directors*

## **BEECHWOOD ESTATES HOMEOWNERS ASSOCIATION**

Dear Homeowner,

Please keep this checklist handy for reference as it should answer most maintenance and repair questions.

The **Homeowners Association** is responsible for the following maintenance:

1. Landscape maintenance as defined in the Offering Plan, (Association is responsible for common areas, and Unit Owner is responsible for Lot, except for routine maintenance, and subject to Board approval of any alterations and improvements to the Lot landscaping).
2. Snow clearing as defined in the Offering Plan,
3. Maintenance to common parking areas, and roadways,
4. Replacement of roofs at end of useful life (excluding repairs prior to replacement).
5. Maintenance to pipes, wires, and conduits not located in the individual units, or on the individual lots,
6. Maintenance to common fences, and common area lighting fixtures.
7. Clean gutters twice each year.

The **Unit Owner** is responsible for the following maintenance:

1. All exterior building repairs including roof, leaders and gutters, siding, and trim, (This is a change to the offering plan that was voted on by members at the Annual Meeting in 1997.)
2. All interior repairs,
3. All maintenance to doors, windows, and skylights,
4. All heating system repairs,
5. All repairs to pipes, wires, and conduits located within the Unit, and on the Lot.
6. All repairs to concrete and blacktop work located on the individual lot,
7. All additions, alterations, and/or replacements to the Lot landscape plan as originally installed by the sponsor/developer, or added as a common improvement by the Board of Directors.

The **Management Office** will respond to any request for maintenance by a Unit Owner. If the repair is not a matter of homeowners association responsibility, the cost of the repair will be added to the Unit Owner's next common charge statement, and is due and payable with the then current common charge payment.

However, each member unit owner is free to call in a contractor of your own selection, if you wish to accomplish any maintenance that is your responsibility, as long as it is understood that you, and not the association, must pay the contractor for the work done.

Also, a member unit owner is not permitted to retain a contractor to perform maintenance that is the responsibility of the homeowners association and expect to be reimbursed for the work done by deductions from his common charges or otherwise.

The authority to secure services for common facilities rests solely with the Board of Directors, as defined in the Declaration and By-Laws of the Association.

<u><i>Arnold Widder</i></u> Arnold Widder, President Board of Directors	<u><i>Sybil Carton</i></u> Sybil Carton, Treasurer Board of Directors	<u><i>Katherine Cuddeback</i></u> Katherine Cuddeback, Secretary Board of Directors
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Managing Agent: RLH Management

Management Office: 404 Main Street, Port Washington, NY 11050

Telephone: (516) 944-3595

Fax: (516) 944-3922

After hours: 1-800-568-8436

The Board of Directors gratefully acknowledges the contributions of Dr. Irwin Blumenthal, past President, and Martin Forma, past Secretary, Board of Directors, who composed the original of the above description of responsibilities for distribution to the membership on 10/25/90

## **Beechwood Estates Home Owners Association, Inc.**

### **House Rules**

Addended October 19, 1994  
Amended November 10, 1997  
Amended June 14, 2001

This document is in addition to the rules, regulations, restrictions, easements, and requirements, contained in the Declaration and By-laws of Beechwood Estates Homeowners Association, Inc. The Declaration and By-laws are contained in the offering plan received at the time of original purchase by the initial Home Owners. Copies are available from the management office, if needed, for a fee, or you may borrow a neighbor's copy and duplicate the document yourself. It is essential for each Home Owner to be familiar with the content of the Declaration and By-laws to avoid misunderstandings and confusion. *(Added June 14, 2001)*

The following House Rules are made in accordance with the powers granted to the Board of Directors in Article VIII, Section 5(7), of the By-laws of Beechwood Estates Homeowners Association, Inc., and have been ratified by the Board of Directors by formal resolution at a duly called meetings of the Board of Directors held on October 19, 1994, November 10, 1997, and June 14, 2001.

1. Unit owners shall be responsible for all actions of their pets, and pets belonging to renters, guests and invitees.
2. Pets are not permitted to be tied to any fixture, appurtenance, tree, or plant, on a lot or otherwise outside of a Home, or left unattended. No owner shall maintain any animal that habitually barks or cries so as to disturb others.
3. Pets must be accompanied by a responsible adult individual who is in control of the animal at all times.
4. All pets must be leashed with a leash not exceeding ten feet in length. Pets shall not be permitted to run loose, and shall not be permitted on the lawns and landscaped areas of the lots or the common areas. Owners shall be responsible for picking up and disposing of their pet's waste and for repairing damage to the lawns and landscaped areas of the lots and the common areas. No cages or "runs" shall be permitted on a lot or on the common areas of the Association. "Pooper-scoopers" must be used in accordance with the laws of the County of Nassau and the State of New York.
5. Trash must be disposed of in closed containers, not plastic bags.
6. Trash shall not be placed outside for pickup until the evening prior to scheduled pickup, and trash containers must be removed to interior storage within the garage of the Home not later than the evening of the day of scheduled pickup.
7. Each Home Owner shall pay the additional cost, if any, of removal of any excessive trash or bulky articles left for pick-up, beyond normal household refuse.

8. An owner shall not cause or permit any unusual or objectionable noise or odors to be produced or to emanate from their Home.
9. In compliance with the Communications Act of 1996, the Board of Directors must permit the installation of satellite reception dish antennas on the Homes. The Board of Directors shall, however, require that any member Home Owner who intends to install, or has installed, a satellite reception dish antenna on his/her Home, must execute a liability waiver and assumption of responsibility for any and all liability and maintenance that results from the mounting of the antenna on the Home. *(Amended June 14, 2001)*
10. It shall be prohibited to hang garments, rugs, bedclothes or other articles, or to string clothes lines, on any portion of the Home, in the windows of a Home, or on any common area of the Association.
11. It is prohibited for any Home Owner to exhibit, or permit to be exhibited any sign, or lettering, on the exterior of a Home, on the Lot, or the common areas of the Association, or to place any sign or lettering in the windows that can be seen from the outside. The only approved exception to this House Rule is for a Home Owner to display address numbers that are the same size and location as the rest of the Homes.
12. Holiday decorations are permitted to be displayed on the exterior of the Homes, provided that are reasonable and prudent, and remain displayed only for a reasonable period of time before and after the date of the holiday. The Board of Directors shall order the removal of any decorations displayed that it deems to be in violation of this house rule.
13. No exterior shades, awnings, appurtenances, or any other item that changes the appearance of the Homes shall be placed on the Homes, without the written permission of the Board of Directors. *(Amended June 14, 2001)*
14. No personal or business items shall be placed at or left outside the Homes or on the common areas of the Association. No playground equipment, such as but not limited to swings, slides, basketball hoops, and play houses, shall be placed on the Lots or on the common areas of the Association without the prior written permission of the Board of Directors.
15. No Home shall be used for any trade, professional, or other business purpose.
16. Home Owners are prohibited from changing, or permitting to be changed, the exterior colors of the Homes. Home Owners are prohibited from painting, or permitting to be painted, any portion of the Home exterior, including decks, except with the prior written permission of the Board of Directors.
17. The Home Owner is responsible for (a) notifications to his/her tenants of all house rules and the contents of the Declaration of Covenants Restrictions Charges and Liens, and the Bylaws of Beechwood Estates Home Owners Association, Inc., and (b) enforcement of all House Rules against any renter, lessee, guest, occupant, or invitee, of their Home.
18. Home Owners are prohibited from constructing any fence on their Lot, without the prior written permission of the Board of Directors.

19. Overnight parking of boats, trailers, campers, buses, trucks, commercial vehicles, motor homes, and non-passenger motor vehicles on the Lots or on the common areas of the Association is strictly prohibited. Occasional daytime parking of such vehicles is permitted with the prior written permission of the Board of Directors.
20. Home Owner shall not cause or permit the blowing of any horn of any vehicle on the Lot or on the common areas of the Association, except in the event of an emergency.
21. Home Owner shall not make, or permit any renter, guest, or invitee to make any repair to a motor vehicle on the Lot, or on the common areas of the Association.
22. Home Owners may place a limited number of ornamental items on their front lot near the House, such as potted plants, a bench, or statuary, but NOT bird baths and feeders, or any objects of religious significance (Except as holiday decorations as described in House Rule #12 above.). All such placements must be tasteful, not excessive, promote the uniform character of the complex, and must be within reasonable compliance with accepted Association standards. The Board of Directors shall advise any Homeowner who exceeds acceptable standards what corrective actions must be taken by the Homeowner to comply with acceptable Association standards. *(Amended June 14, 2001)*
23. The Board of Directors reserves the right to rescind, alter, waive, or add, any House Rule or regulation of the Association, when in the judgment of the Board of Directors, it is deemed necessary or desirable for the reputation, safety, character, security, care, appearance or interest of the property, or the preservation of good order therein, or the operation or maintenance of the common areas of the Association. Further, any such change or consent or approval, may be made conditional in nature at the discretion of the Board of Directors.
24. All present rules of the Association remain in full force and effect. Any conflict between these rules and present rules shall be interpreted and decided in the best interest of the Association by the Board of Directors.
25. Home Owners must notify the Board of Directors of any alleged violation of these House Rules by sending a written statement of the complaint, identification of the name and address of the violator, identification of the House Rule violated, date, time, and location, to the management office. A member of the Board of Directors and/or the managing agent, will verify the complaint. The Board of Directors, through the management office, will send a warning letter to the offending Home Owner demanding compliance and/or remediation within ten (10) days from receipt of said warning letter by the violator. In the event that the violator does not correct or remediate the violation within ten days of the date of receipt of the warning letter, the management office is directed by the Board of Directors to impose a fine against the violator, as follows:

\$ 50.00	for second offense, or incident,
\$100.00	for third offense, or incident,
\$200.00	for fourth offense, or incident, and referral to an attorney retained by the Association to secure compliance through litigation.

26. Fines assessed against a Home Owner for violation of House Rules are due and payable by the Home Owner together with the regular monthly Association Fee in the month in which they appear on the monthly statement of the Home Owner as an additional common charge, and is subject to late charge in the manner prescribed for the regular monthly Association Fee payment.

**ADDITIONAL GENERAL INFORMATION**

1. The Association fiscal year is December 1, through November 30, each year.
2. The Annual Meeting and election is held in September or October each year at a local restaurant. The Directors serve one year terms of office, which means that the entire Board of Directors (3) is elected each year.
3. While Beechwood Estates is a homeowners association, and not a condominium, it is insured as a condominium with a Master Insurance Policy that covers all Homes. This was done to save a considerable expense to the Home Owners in insuring their Homes. Home Owners should have an HO-6 (Condominium Unit Owners) policy to protect their personal property, improvements and betterments, and liability within the Home.