

Leisure Knoll Association, Inc.

To All Residents:

Your Board of Directors presents to you this handbook which contains the Declaration of Covenants, Restrictions, Easements, Charges and Liens, By-Laws, Rules, and Regulations as amended in 2003 along with other pertinent information for your use.

Welcome to Leisure Knoll. Our 701-home community was built in two phases by Leisure Technologies starting in 1972 and completing it in 1982. Leisure Knoll Association, Inc. is a not-for-profit, Planned Adult Community in the Town of Brookhaven, incorporated under the laws of the State of New York. The Administration/Maintenance Building, located at 710 Whiskey Road, is the principal office of the Association. It was then and continues to be among the most desirable communities on Long Island.

Our buildings include a Recreation Building and Craft Center, with outdoor facilities including a heated saltwater pool, tennis courts, shuffleboard and bocce courts. There are numerous clubs and organizations within the community for the exclusive use of Leisure Knoll residents and their guests. We encourage every resident to serve the Association in some volunteer capacity.

This Homeowner Handbook is compiled in a three-ring binder for several reasons. It allows the addition of new and updated information without reprinting the entire document and keeps your information as current as possible. Included in this Homeowner Handbook is critical need-to-know information, which is by no means exhaustive. We want this information to be useful and we encourage you to contact us if you believe something should be added or modified. Again.....WELCOME HOME!

IMPORTANT: ***In the event your home is sold, this book must be returned to the Administration Office. Handbooks that are not returned will incur a charge of \$100.00.***

Board of Directors
Leisure Knoll Association, Inc.

710 Whiskey Road • Ridge, NY 11961 • Tel. (631) 744-6000 • Fax (631) 744-9791

DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS
BY-LAWS
RULES AND REGULATIONS
As Amended in 2003

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**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS**

THIS DECLARATION, made this 20th day of October 1972 by LEISURE KNOLL ASSOCIATION, INC., a New York Corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer, is the owner of the real property referred to in Article III and described in Exhibit "A" of this declaration, and desires to develop thereon a Planned Adult Community, together with common lands and facilities for social, recreational and cultural purposes for the sole use and benefit of all unit owners and their guests and;

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities and, to this end, desires to subject the real property referred to in Article III and described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and;

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the community facilities and common areas, administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created, and;

WHEREAS, Developer has incorporated under the laws of the State of New York, as a not-for-profit corporation, Leisure Knoll Association, Inc. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer declares that the real property referred to in Article III hereof, and more particularly described in Exhibit "A", attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I
DEFINITIONS**

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

A "Association" shall mean and refer to the Leisure Knoll Association, Inc and its successors and assigns.

B "The Properties" shall mean and refer to all properties, both Lots and Common Areas, as are subject to this Declaration, and which are described in Exhibit "A".

C "Common Areas" shall mean and refer to those areas of land including the facilities to be constructed thereon shown on the recorded subdivision map of The Properties filed in the Office of the Clerk of Suffolk County on _____ as Map No. _____ and attached hereto as Exhibit "B".

Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public.

D "Lots" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the proposed subdivision maps of The Properties, but shall not include the Common Areas as herein defined.

E "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

F "Party Fence" shall mean and refer to a fence situated, or intended to be situated, on the boundary line between adjoining properties.

G "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of each adjoining property situated, or intended to be situated, on the boundary line between adjoining properties.

H "Member" shall mean and refer to all those Unit Owners who are members of the Association as provided in Article IV, Section 1 thereof.

ARTICLE II RESTRICTION ON OCCUPANCY

In order to preserve the character of Leisure Knoll Association, Inc. as a Planned Adult Community, anything to the contrary herein notwithstanding, occupancy of all units shall be restricted as follows:

- 1 To any person of the age of 55 years or over;
- 2 A husband or wife, regardless of age, residing with his or her spouse, provided the spouse of such person is of the age of 55 years or over;
- 3 The child or children, or grandchild or grandchildren residing with a permissible occupant, provided the child or children, or grandchild or grandchildren is or are of the **age of 19 years or over**;
- 4 The individual or individuals, regardless of age, residing with and providing physical or economic support to a permissible occupant.

The foregoing occupancy restrictions shall not be construed to prohibit the occupants of any of the units from entertaining guests, of any age, in their units, including temporary residency not to exceed three months. Full time occupancy, in any event, shall be limited to three occupants per unit.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. ADDITIONS TO THE PROPERTY BY DEVELOPER. Developer, its successors or assigns shall have the right, until December 31, 1987, to bring within the scheme of this Declaration additional properties for development as extensions of the planned retirement community in which Developer proposes to construct units in substantially the same price range as those to be constructed by it on the land described in Exhibit "A". However, neither Developer nor its successors and assigns shall be bound to make such additions. The additions under this section shall be made by filing of record a Supplemental Declaration with respect to the additional property, which shall extend the scheme of this Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within The Properties.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person who is a record Unit Owner, as defined in Article I (E), of any Unit which is subjected by this Declaration to assessment by the Association shall be a Member of the Association.

Section 2. The Association shall have two classes of voting membership:

- **Class A** Class A Members shall be all Unit Owners except the Developer and any other person or entity which acquires title to all or a substantial portion of The Properties for the purpose of developing thereon a residential planned adult community. Class A Members shall be entitled to one vote for each unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit all such persons shall be Members and the vote for such Unit shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any such Unit.
- **Class B** The Class B Member shall be the Developer, its successors and assigns. The Class B membership shall be entitled to five votes for each Unit whether constructed or planned (provided that no unit shall be deemed to be a "Planned Unit" for this purpose unless an Offering Statement has been filed covering said unit with the Attorney General of New York), provided the Class B membership shall cease and be converted to Class A membership on October 1, 1982.

When a purchaser of an individual Unit takes title thereto from Developer, he becomes a Class A Member and the membership of Developer with respect to such unit shall cease.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1 MEMBERS' EASEMENTS OF ENJOYMENT Subject to the provisions of Section 3 of this Article V, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2 TITLE TO COMMON AREAS. Developer hereby covenants for itself, its successors and assigns, that on October 1, 1972, it will convey to the Association, by Bargain and Sale Deed, with Covenant against Granter's Acts, fee title to the Common Areas as shown on the recorded map of _____ free and clear of all encumbrances and liens, except those created by or pursuant to this Declaration.

Section 3 EXTENT OF MEMBERS' EASEMENTS. The rights and easements created hereby shall be subject to the following:

A The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said lands, and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.

B The right of the Association to take such steps as is reasonably necessary to protect the above described lands against foreclosure.

C The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations.

D The right of the developer, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities, and the right of the Developer to grant and reserve easements and rights-of-way through, over, upon and across the Common Areas for the completion of Developers work under Section 1 of Article VI and for the operation and maintenance of the Common Areas under Section 2 of Article VI.

E The right of the general public to ingress and egress in and over those portions of the Common Area that lie within the private roadways, parking lots and/or driveways to the nearest public highway.

Section 4 PARKING RIGHT. The Developer shall provide and the Association shall maintain upon the Common Areas at least one driveway for each Lot containing a private garage, subject to reasonable rules and conditions .

**ARTICLE VI
MAINTENANCE AND OPERATION OF
COMMON AREAS AND FACILITIES AND
COVENANT FOR ASSESSMENTS THEREFORE**

**Section 1 ASSESSMENTS, LIENS AND PERSONAL OBLIGATIONS THEREFORE,
AND OPERATION AND MAINTENANCE OF COMMON AREAS SOLELY BY THE ASSOCIATION.**

A Each Unit Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agrees to pay to the Association:

1. Annual assessments or charges.
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, including outdoor lighting, private streets and roadways, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, and the cost of lawn and landscaping maintenance, snow removal and refuse collection, all as contemplated by an Offering Statement dated _____ of the Association and all of which obligations the Association hereby assumes as of the date of conveyance of title of the Common Areas by Developer.

Section 4 AMOUNT AND PAYMENT OF ANNUAL ASSESSMENT. The Association shall at all times fix the amount of the annual assessment at an amount sufficient to pay the costs of maintaining and operating, the Common Areas as contemplated by Section I (B) of this Article VI. Each annual installment shall be payable in equal monthly installments in advance on the first day of each calendar month.

Section 5 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized by Section 4 of this Article VI, the Association may levy, in any assessment year, a special assessment (which must be fixed at a uniform rate for all Lots) applicable to that year only, in an amount no higher than the maximum annual assessment then permitted to be levied hereunder for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty days or more than sixty days in advance of the meeting, setting forth the purpose of the meeting. The due date of any specified assessment shall be fixed in the Resolution authorizing such assessment.

Section 6 DUTIES OF THE BOARD OF DIRECTORS. In the event of any change in the annual assessment as set forth above, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall, upon demand at any time, furnish to any owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF UNIT OWNER; THE LIEN, REMEDIES OF ASSOCIATION. If any assessment is not paid on the date when due (being the dates specified in Section 4 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot, which shall bind such Lot in the hands of the then unit Owner, his heirs, devisees, personal representatives, successors and assigns.

If the assessment is not paid within thirty days after the delinquency date the Association may bring legal action against the then Unit Owner personally obligated to pay the same or may enforce the lien against the property and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 8 All charges and expenses chargeable to any lot shall constitute a lien against said lot in favor of LEISURE KNOLL ASSOCIATION, INC. which lien shall be prior to all other liens except:

1. Assessment, liens and charges for taxes past due and unpaid on the lot;
2. A bona fide mortgage lien, if any, to which the lot is subject;
3. Any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the public records of Suffolk County of a claim of lien stating the description of the lot, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien.

Section 9 EXEMPT PROPERTY. The following lands subject to this Declaration shall be exempted from the assessments, charges, and liens created therein:

- A** All properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use;
- B** All Common Areas as defined in Article I Section 1 (C) hereof.

Notwithstanding any provisions herein, no land or improvements, devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII PARTY WALLS OR PARTY FENCES

Section 1 GENERAL RULES OF LAW TO APPLY. To the extent not inconsistent with the provisions of this Article VII, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall or party fence which is built as part of the original construction of the Units upon The Properties and any replacements.

In the event that any portion of any structure, as originally constructed by Developer, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall be deemed to be an encroachment upon the adjoining lot or lots, and Unit Owners shall neither maintain any action for the removal of a party wall or fence or projections nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Unit owners have granted perpetual easements to the adjoining Unit Owner or Owners for continuing maintenance and use of the projection party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences, if same are constructed in conformance with the original structure, party wall or fence constructed by Developer. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

Section 2 SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Unit Owners who made use of the wall or fence in proportion to such use.

Section 3 DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Unit Owner who has used the wall or fence may restore it, and if the other Unit Owners thereafter made use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4 WEATHERPROOFING. Notwithstanding any other provisions of this Article, a Unit Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements

Section 5 RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Unit Owner to contribution from any other Unit Owner under this Article shall be appurtenant to the land and shall pass to such Unit Owner's Successors in title.

Section 6 ARBITRATION In the event of any dispute arising concerning a party wall or party fences, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and be binding upon the parties.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1 No building, fence, wall or other structure, or change in landscaping, shall be commenced, erected or maintained upon The Properties, nor 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 location 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 of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such design and location within sixty 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.

ARTICLE IX USE OF PROPERTY

Section 1 USES AND STRUCTURES. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one attached or detached, single-family unit and attached garage not exceeding one story in height. No additional accessory building may be erected. The unit or any part thereof shall not be used for any purpose except as a private unit for one family, nor shall any business of any kind be conducted therein. No motor vehicle other than private passenger type shall be garaged or stored in any garage, on any Lot, parking compound or regularly parked in residential areas. No business or trade of any kind nor noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boat, trailer, tent, shack or other such structure shall be located, erected or used on any Lot, or parking areas, roadway and/or driveway, temporarily or permanently.

Section 2 ALTERATIONS. No alteration or addition to or repainting of the exterior thereof shall be made unless it shall conform in architecture, material and color to the unit as originally constructed by Developer.

Section 3 SIGNS. No sign of any kind shall be displayed to the public view on any unit or lot, except a one-family name of not more than two hundred forty square inches. No such sign shall be illuminated except by non-flashing white light emanating from within or on the sign itself and shielded from direct view.

Section 4 DRILLING AND MINING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 5 ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than one pet may be kept in any such unit or Lot.

Section 6 GARBAGE AND RUBBISH. Garbage and rubbish shall not be dumped or allowed to remain on any Lot, except in receptacles placed outside the unit for collection in accordance with the regulations of the collecting agency and the Association.

Section 7 LAUNDRY LINES. Laundry poles and lines outside of units are prohibited.

Section 8 ANTENNAE. No radio, television or similar towers shall be erected on any Lot or attached to the exterior of any unit.

Section 9 FENCE. No fence shall be erected on any Lot or attached to the exteriors of any unit except for those ornamental dividers to be erected by Developer, in front of the buildings, for aesthetic purposes, provided, however, that this paragraph shall not prohibit the erection, repair and maintenance of the perimeter fence to be erected around the exterior boundary of the Planned Adult Community, and any fence which may be erected around the swimming pool and/or community building.

Section 10 No permanent benches, barbecues, beach umbrellas or structures of any kind shall be erected in the rear of the Lots and buildings.

Section 11 There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors.

Section 12 Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a unit and no awning or canopy shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior written consent of the Board of Directors.

Section 13 No Owner or occupant shall plant or install any trees, bushes, shrubs or other plantings, or authorize the same to be done, on any portion of his Lot designated as Common Area, without written approval of the Board of Directors.

Section 14 Owners shall not cause or permit any unusual or objectionable noise or odors to emanate from their units.

Section 15 No Owner or occupant, or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his unit any inflammable, combustible or explosive fluid, material, chemical or substance.

Section 16. EASEMENTS

A Perpetual easements for the installation and maintenance of sewer, water, gas, television transmission and drainage facilities, for the benefit of the adjoining land owners and/or the municipality and/or municipal or private utility company ultimately operating such facilities, are reserved as shown on the subdivision map of The Properties, filed with the county Clerk of Suffolk County, New York. Also, easements in general, in and over each Lot, for the installation of electric, gas, television transmission and telephone facilities. No building or structure shall be erected within the easement areas occupied by such facilities.

B Perpetual easements for the construction, paving, maintenance, repair and replacement of walkways for pedestrian use are hereby reserved in and over each Lot for the exclusive benefit of the Association, its Members, their invitees and licensees. The easements are located as shown on the subdivision maps of The Properties, filed with the County Clerk of Suffolk County, New York.

The aforesaid perpetual easement area and paving shall be maintained by the Association, and no building, fence or structure shall be erected in or over same.

C Owners shall have a right of ingress or egress to the nearest public highway over and through all Common Areas, including, but not limited to, private roads, ingress or egress to private roads, streets, walkways and driveways.

Section 17. This entire Article IX shall not be amended as provided for in Article XI, Section 1.

ARTICLE X EXTERIOR MAINTENANCE

Section 1 EXTERIOR MAINTENANCE. In addition to maintenance on the Common Areas, the Association shall provide exterior maintenance upon each Lot which is subject to assessment under Article VI hereof as follows: maintaining walks, front yards, side yards on corner Lots and rear yards, cutting grass and the clearance of snow, trash and garbage. The Association shall be responsible for cutting grass and clearance of snow, trash and garbage from the Common Areas.

Section 2 DISREPAIR OF LOTS. In the event the Owner of any Lot in The Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, upon direction of the Board of Directors, it shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 3 ACCESS AT REASONABLE HOURS. For the purpose solely of performing the exterior maintenance required by this Article, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Lot at reasonable hours on any day except Sundays and holidays.

Section 4 FAILURE OF ASSOCIATION TO MAINTAIN FACILITIES. In the event that the Association fails to maintain the streets, sidewalks, lawns, buildings, pool, outdoor lighting, fences and green areas in such a manner as, in the sole opinion of the Board of the Town of Brookhaven is reasonably necessary for the health, safety and general welfare of the Members of the Association and the general public, then the Town Board shall have the right to cause such maintenance to be performed on behalf of and at the expense of the Association and its Members. If the Town Board makes an official determination that such a defective condition exists, it shall serve written notice the Secretary of the Association. affording the Association a period of thirty days to remedy the said defective condition. If the Association does not remedy the said condition to the satisfaction of the Town Board within said thirty-day period, then and in that event the Town Board shall at any time thereafter have the right to have the defective condition remedied and to assess the cost against the Association and its members. The Town of Brookhaven, their employees and agents shall have the right to enter upon all of The Properties covered by this Declaration, whether common lands or individually owned, in order to do all work necessary to remedy the said condition. The cost of remedying said defective condition shall be assessed against the Members ratably in accordance with the percentage of common expenses which each is responsible to pay under this Declaration. The assessment shall be payable to the Town Controller of the Town of Brookhaven within thirty days after the defective condition is remedied and said assessment shall constitute a lien against every dwelling unit covered by this Declaration. In the event of non-payment of the assessment, the said lien may be foreclosed by the Town of Brookhaven in the same manner as the foreclosure of a lien for non-payment of taxes.

Section 5 This entire Article X shall not be amended as provided for in Article XI, Section 1.

**ARTICLE XI
GENERAL PROVISIONS**

Section 1 DURATION AND AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration their respective, heirs, successors and assigns, until December 31st, 2002, unless otherwise expressly limited herein, after which time the said covenants and restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions, in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken. Unless specifically prohibited herein, Article I and III through X of this Declaration may be amended by an instrument signed by Owners holding not less than ninety percent of the votes of the membership at any time until December 31st, 2002 and thereafter by an instrument signed by the Owners holding not less than two-thirds of the votes of the membership. Any amendment must be properly recorded to be effective.

Section 2 NOTICES. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 ENFORCEMENT. The Association, the Town of Brookhaven or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or recover damages and against the land to enforce any lien created by these covenants; and failure by the Association, the Town of Brookhaven or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association or the Town of Brookhaven shall be chargeable to the Owner of the Lot, violating these Covenants and restrictions and shall constitute a lien on the Lot collectible in the same manner as assessments hereunder. In the event that the Town of Brookhaven shall bring an action against the Association to enforce these covenants and restrictions, then the cost of enforcement shall be chargeable against the Association.

Section 4 SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the Developer herein, has caused its seal to be hereunto affixed in the presence of its officer hereunto duly signed and authorized, the day and year first above written.

LEISURE KNOLL, INC

By: _____
JUSTIN A.SEGAL, President

ATTEST: SEAL

Marvin A. Davis, Assistant Secretary

LEISURE KNOLL ASSOCIATION, INC.

**BY-LAWS
RULES AND REGULATIONS
AS AMENDED DECEMBER 10, 1987 AND AUGUST 15, 2003**

**ARTICLE I
APPLICABILITY, MEMBERS, MEMBERSHIP AND DEFINITIONS**

SECTION 1 These By-Laws shall be applicable to Leisure Knoll Association, Inc., a non-profit, non-stock corporation of the State of New York, hereinafter defined, to the community and recreational facilities owned by the Association, and to all other lands and improvements thereon which now or may hereafter be owned by the Association as part of the Planned Adult Community known as Leisure Knoll in the Town of Brookhaven, New York.

SECTION 2 The Association shall have one class of voting membership, which shall be all Unit Owners. Members shall be entitled to one vote per Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit, all such persons shall be members and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.

SECTION 3 All present and future Owners and tenants, and any other person or persons that shall be permitted the use of the property and facilities of the Association, shall be subject to these By-Laws and to Rules and Regulations issued by the Association to govern the conduct of its members. Ownership, by reason of re-sale or otherwise, or rental or occupancy of any of the Units in Leisure Knoll shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified these By-Laws and Rules and Regulations of the Association and will comply with them. Upon any re-sale or transfer of ownership, the seller or transferor shall deliver to the purchaser or transferee a copy of the Covenants, By-Laws and Rules and Regulations.

SECTION 4 Unless it is plainly evident from the context that a different meaning is intended, as used throughout these By-Laws:

- A** "Member" means the owner or co-owners of a dwelling unit in Leisure Knoll.
- B** "Majority of Members" means more than 50% of the membership of the Association entitled to vote at any annual or special meeting of the Association.
- C** "Manager of the Association" means one or more persons duly authorized by the Board of Directors of the Association to act as its duly authorized representative for specified purposes.
- D** "Unit" means the lot and dwelling unit located thereon owned in fee simple.
- E** "Unit Owner" means the person or persons owning a unit in fee simple.

SECTION 5 The rights of membership are subject to the payment of annual assessments (paid monthly) and special assessments levied by the Association, the obligation of which assessments is imposed against each Unit Owner and becomes a lien upon the Unit against which such assessments are made. During any period in which a Member shall be in default in the payment of any annual or special assessments levied by the Association, the voting rights and right to use the Association's facilities of such member may be suspended by the Board of Directors until such assessment has been paid including any interest and penalty imposed by the Board of Directors. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed thirty days for violation of any Rules and Regulations established by the Board of Directors governing the use of the Common Areas and facilities.

SECTION 6 Except as otherwise provided, membership in the Association shall be limited to the members or co-owners of units. In the event that a Member shall lease or permit another to occupy his Unit, the tenant or occupant shall be permitted to enjoy the recreational and community facilities of the Association, but shall not vote in the affairs of the Association except as the Member shall permit the tenant or occupant to exercise the proxy vote of the Member. Use of the community and recreational facilities of the Association shall be limited to occupants of Units and their guests.

In the event that a member shall mortgage his unit, the lien of the mortgage shall be deemed to attach to the member's rights, privileges, and obligations in the Association, including the right to vote in the affairs of the Association so that if the member should be in default of any of the terms of the mortgage and such default shall result in foreclosure thereof, the member's membership in the Association shall automatically terminate and all of the rights, privileges and obligations of membership shall inure to the mortgagee and its assigns.

Every lawful transfer of title to the member's unit shall include membership in the Association and, upon making such transfer, the previous owner's membership shall automatically terminate.

Except as provided above, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

SECTION 7 Evidence of membership and ownership in the Association shall be a membership card issued to each member of the Association. In the event there is more than one owner of a particular unit, the vote for that unit may be voted by any one of such co-owners. Membership cards shall be surrendered to the designated representative of the Association whenever ownership of the unit designated thereon shall terminate.

ARTICLE II PRINCIPAL OFFICE

SECTION 1 The principal office of the Association shall be located at 710 Whiskey Road, Ridge, New York 11961.

ARTICLE III MEETINGS OF MEMBERS VOTING

SECTION 1 All annual and special meetings of the Association shall be held at the principal office of the Association or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Directors and designated in the notices of such meetings.

SECTION 2 Annual meetings of the Members of the Association shall be held on the second Wednesday of September of each year, becoming effective in 2004. One day prior to the Annual

Meeting, there shall be elected by a ballot of a plurality of the votes cast by the Members entitled to vote, the Directors of the Association in accordance with the provisions of Article V, Section 2 of these By-Laws. The members may also transact such other business as may properly come before the meeting.

SECTION 3 The Secretary shall mail notices of annual meetings to each member of the Association, directed to his last known post office address as shown on the records of the Association, by uncertified mail, postage prepaid. Such notice shall be mailed not less than 10 days nor more than 30 days before the date of such meeting and shall state the date, time and place of the meeting and the purpose or purposes thereof. In lieu of mailing notice as herein provided, such notice may be delivered by hand to the members or left at their residence in their absence.

SECTION 4 It shall be the duty of the President to call a special meeting of the members of the Association whenever he is directed to do so by resolution of the Directors or upon presentation to the Secretary of a petition signed by 20% of the members entitled to vote at such meeting.

SECTION 5 The Secretary shall mail notice of such special meeting to each member of the Association in the manner provided in Section 3 of this Article, except that notice of such special meetings shall be mailed not less than 5 or more than 20 days before the date fixed for such meetings. In lieu of mail notice as herein provided such notice may be delivered by hand to the members or left at their residence in their absence. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds of the members present, either in person or by proxy.

SECTION 6 Not less than 30 days prior to the date of any annual or special meeting of the Association, the Secretary shall compile and maintain at the principal office of the Association, an updated list of members and their last known post office addresses. Such list shall also show opposite each member's name the number of the unit owned by him. This list shall be open to inspection by all members and other persons lawfully entitled to inspect the same at reasonable hours during regular business days up to the date of such annual or special meeting. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all resolutions of the Directors.

SECTION 7 Each member in good standing and entitled to vote shall be entitled to one vote for his particular unit provided that where a unit is owned jointly by two or more persons said vote may be split equally among the co-owners. Cumulative voting shall not be permitted.

SECTION 8 A member shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his unit by the Directors as hereinafter provided, together with all costs, attorney's fees, penalties, and other expenses, if any, properly chargeable to him and against his unit, at least 3 days prior to the date fixed for such annual or special meetings.

SECTION 9 Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members of the Association shall constitute a quorum at any annual or special meeting of members.

If any meeting of members cannot be organized because a quorum has not attended, the members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. In the event of any such adjourned meeting, no further notice of the adjourned date need be given to any of the members.

SECTION 10 Votes may be cast either in person or by proxy. Proxies must be in writing on forms prescribed by the Secretary and filed with the Secretary not later than the time prescribed for such filing in the Notice of Meeting.

SECTION 11 All decisions of the Board of Directors involving a single major capital expenditure, in excess of 5 percent of the current year's total budget, shall require for passage the affirmative vote of members representing at least 51 percent of the membership in good standing and entitled to vote. Accumulated contracts for one project must represent one expenditure.

SECTION 12 The order of business at all meetings of the members of the Association shall be as follows:

- A** Roll call
- B** Proof of notice of meeting or waiver of notice.
- C** Reading of minutes of preceding meeting.
- D** Reports of officers and committees.
- E** Election of Directors.
- F** Unfinished business.
- G** New business.
- H** Adjournment.

ARTICLE IV OBLIGATIONS OF MEMBERS

SECTION 1 Each member shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the property of the Association damaged solely by his negligence or by the negligence of his tenants, agents, guests or licensees, promptly upon receipt of the Association's statement thereof.

SECTION 2 Each member is bound to contribute to the common expenses of administration and of maintenance, replacement and repair and the expenses of administering and maintaining the Association and all of its real and personal property in such proportions and amounts as shall from time to time be fixed by the Directors, and to any other expense that may be lawfully agreed upon. No member may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the property or the community or recreational facilities of the Association or by abandonment of the unit owned by him.

SECTION 3 Payment by the member of his share of the expenses aforesaid, shall be made monthly on the first day of each month, in the amount from time to time fixed by the Directors, to the Treasurer of the Association at the principal office of the Association or such other place as shall be designated by the Directors.

SECTION 4 All charges and expenses chargeable to any unit shall constitute a lien against said unit in favor of Leisure Knoll Association, Inc. which lien shall be prior to all other liens, except:

- A** Assessments, liens and charges for taxes past due and unpaid on the unit.
- B** A bona fide mortgage lien, if any, to which the unit is subject.
- C** Any other lien recorded prior to recording the claim of lien. Such lien shall be effective from and after the time of recording in the public records of Suffolk County of a claim of lien stating the description of the unit, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien and a preparation fee of \$25.00, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

Liens for unpaid assessments may be foreclosed by a suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid on the unit at foreclosure sale and to acquire, hold, lease, mortgage and convey. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The title acquired by any purchaser following any such foreclosure sale shall be subject to all of the provisions of this instrument, the By-Laws, and Rules and Regulations of Leisure Knoll Association, Inc., and by so acquiring title to the unit, said purchaser covenants and agrees to abide and be bound thereby.

SECTION 5 Upon any voluntary conveyance of a unit, the Grantor and Grantee of such unit shall be jointly and severally liable for all unpaid assessments pertaining to such unit duly made by the Association or accrued up to the date of such conveyance, without prejudice to the right of the Grantee to recover from the Grantor any amounts paid by the Grantee but the Grantee shall be exclusively liable for those accruing while he is the unit owner. Any unit owner or any purchaser of a unit prior to completion of a voluntary sale may require from the Association a certificate showing the amount of unpaid assessments pertaining to such unit and the Association shall provide such certificate within ten days (10) after request therefore. The holder of a mortgage or other lien on any unit may request a similar certificate with respect to such unit. Any person other than the unit owner at the time of issuance of any such certificate who relies upon such certificate shall be entitled to rely thereon and his liability shall be limited to the amounts set forth in such certificate.

SECTION 6. If a mortgagee of a first mortgage of record or other purchaser of a unit acquires title to such unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of

title as a result of the foreclosure. Such unpaid share of common expenses and other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners including such acquirer, his successors and assigns.

SECTION 7. All units shall be utilized for residential purposes only, unless otherwise specifically authorized in writing by the Board of Directors. A member shall not make exterior structural modifications or alterations to his unit without consent of the Directors.

SECTION 8. Each member shall comply strictly with these By-Laws and with the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in the Declaration of Covenants, Restrictions, Easements, Charges and Liens and in the Deed to his unit. Failure to comply with any of the same shall be grounds for a civil action to recover sums due, if any, for damages or injunctive relief, or both, maintainable by the Association on behalf of the unit owners.

ARTICLE V BOARD OF DIRECTORS

SECTION 1

A The affairs of the Association shall be governed by a Board of Directors consisting of seven persons, each of whom shall be a member of the Association and a resident of the State of New York.

B A Director must be in residence in Leisure Knoll at least ten (10) months of the calendar year.

C A Director must be in good standing. Good standing shall be defined as current in all monetary obligations to the Association: i.e., regular assessments (common charges), special assessments, fines, legal fees, and any other charges.

D Any candidate running for election to the Board of Directors must be a resident and homeowner for at least one (1) year as of the date of the election.

E Directors must not hold any office, title or position that might constitute a conflict of interest or interfere with the duties as a member of the Board of Directors.

In the event any Director fails to comply with any of the requirements in A through E above, such Director may be removed by a two-thirds vote of all remaining Directors.

SECTION 2 At the expiration of a Director's term, his successor, who may be himself, shall be elected for a term of three years. There shall be no limitation as to how many times a Director may be re-elected. Any Directors added by election to the present number of seven on the Board, shall also serve for a three-year terms. Directors shall serve without compensation.

SECTION 3 If the office of any Director shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for such purpose, shall choose a successor, who shall hold office until the next Annual Meeting of the members and his re-election or the election of his Successor at such meeting. The person so elected shall serve for the unexpired term in respect to which such vacancy occurred.

SECTION 4 Except as provided for in Section 1 of this Article, members of the Association may be nominated for election to the Board of Directors in one of the following ways:

A. In the event that an Association member has previously been appointed or elected as Director in accordance with Section 3 of this Article, he shall be deemed to have been nominated for re-election to that position by his signifying his intention to seek re-election in writing addressed to the Board of Directors.

B. In the event that an Association member who has not previously held the position of Director, desires to run for election to that position, he shall be deemed to have been nominated for election as a Director upon his filing with the Board of Directors a written petition of nomination bearing the genuine signatures of not less than twenty-five (25) members of the Association.

C. In the event that any member nominated for the position of Director is unopposed for election, said nominee or nominees shall be duly elected by the Secretary of the Association casting one vote at the Annual Meeting of the members of the Association rendering unnecessary a general election.

SECTION 5. Directors may be removed with or without cause, by the affirmative vote of two-thirds of the members entitled to vote at any meeting of members duly called for such purpose.

SECTION 6. The first or organizational meeting of each newly elected Board of Directors shall be held not later than 20 days from the date of the Annual Meeting at which they were elected.

SECTION 7. Regular meetings of the Board of Directors may be held at such time and place permitted by law, as from time to time may be determined by the Directors. Notice of regular meetings of the Board shall be given to each Director personally by telegram, telephone or by United States mail, with postage prepaid, directed to him at his last know post office address as the same appears on the records of the Association, at least five days before the date appointed for such meeting. Such notice shall state the date, time and place of such meeting and the purpose thereof.

SECTION 8. Special meetings of the Board of Directors may be called by the President of the Association on three days notice to each Director, given in the same manner as provided in Section 7 of this Article. Special meetings of the Board shall be called by the President or Secretary in like manner upon the request of any two Directors.

SECTION 9. Before any meeting of the Board of Directors whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance

by a Director at any meeting of the Board shall likewise constitute a waiver by him of such notice. If all Directors are present at any meeting of the Board no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law or these By-Laws.

SECTION 10. Any action by the Board of Directors may be taken without a meeting if all of the members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

SECTION 11. At all duly convened meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business except as otherwise expressly provided in these By-Laws or by law, and the acts of the majority of the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors.

If at any meeting of the Board of Directors there shall be less than a quorum present, the Director or Directors present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any Director.

SECTION 12. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of Association property and may do or cause to be done all such other lawful acts and things as are to be done or exercised by members of the Association or owners of units, or by others. In the performance of its duties as the administering body of the Association, the Board of Directors shall have powers and duties including, but not limited to, the following:

A. The operation, maintenance, cleaning, sanitation, renewal, replacement, care, upkeep, protection and surveillance of the real and personal property of the Association and services of the community and recreational facilities and all other property, real or personal, of the Association.

B. Consistent with law, to fix the common expenses and assess the same against the units and members in such fair and equitable proportions and amounts as shall from time to time be deemed necessary to the proper functioning of the Association.

C. By majority vote of the Board, to adjust or increase the amount of any such assessments, and to levy and collect in addition thereto, special assessments in such amounts as the Board may deem proper, whenever the Board is of the opinion it is necessary to do so, in order to meet increased operating or maintenance costs or additional capital expenses, or because of emergencies, subject, however, to the limitations as to SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS in ARTICLE VI, Section 5, of the DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, and CHARGES AND LIENS.

D To use and expend any sums collected from such assessments or levies for the operation, maintenance, renewal, care, upkeep, surveillance and protection of the property, community and recreational facilities of the Association and all of its real and personal property.

E. To pay all taxes and assessments levied or assessed against any property of the Association, exclusive of any taxes or assessments levied against any unit or otherwise properly chargeable to the owners thereof.

F. To employ and dismiss such clerks, stenographers, workmen, janitors, gardeners, watchmen and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Board of Directors may from time to time be necessary for the proper operation and maintenance of the property and the community and recreational facilities of the Association. The Board of Directors may also employ a Manager for the Association, at such compensation as may be established by the Board, to perform such duties and services as the Board may lawfully delegate.

G. To collect delinquent levies or assessments made by the Association through the Board of Directors against any units and the owners thereof, together with such costs and expenses incurred in connection therewith including, but not limited to, court costs and attorney's fees, whether by suit or otherwise to abate nuisances and enforce observance of the Rules and Regulations relating to Leisure Knoll, by injunction or such other legal action or means as the Board of Directors may deem necessary or appropriate.

H. To employ or retain legal counsel, engineers and accountants and to fix their compensation whenever such professional advice or services may be deemed necessary by the Board for any proper purposes of the Association, including but not limited to those hereinbefore or hereinafter referred to in these By-Laws.

I. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Board of Directors may deem appropriate from time to time and as may be consistent with good accounting practices.

J. To cause a complete audit of the books and accounts of the Association to be made by a competent independent public accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary.

K. To maintain accounting records in accordance with generally accepted accounting principles.

L. To make and enforce compliance with such reasonable rules and regulations relative to the operation, use and occupancy of Association facilities and property and to amend the same from time to time, as when approved by appropriate resolutions, shall be binding on the owners and occupants of units, their successors in title and assigns. A copy of such rules and regulations and copies of any amendments thereof shall be delivered or mailed to each owner of a unit promptly upon the adoption thereof.

M. The Board of Directors shall keep all buildings, fixtures, equipment and personal property owned by the Association, insured for the benefit and protection of the Association in amounts equal to their maximum insurable values, excluding foundation and excavation costs, as determined annually by the insurance carrier or carriers, against the following hazards, casualties and contingencies:

(1) Loss or damage by fire and other casualties covered by a standard extended coverage endorsement.

(2) Such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other buildings, fixtures and equipment similar to construction, design, use and location to the buildings and other property hereinbefore mentioned. All such policies shall provide that in the event of loss or damages the proceeds shall be payable to the Association.

The Board of Directors shall also maintain public liability insurance insuring the Association against liability for any negligent act of commission or omission attributable to the Association and which occurs on or in any of the property of the community or recreational facilities of the Association. The Board shall also maintain workmen's compensation insurance, boiler, glass, burglary, theft and such other insurance as will protect the interest of the Association, its employees and the members. All insurance premiums shall be paid by the Association as common expenses.

ARTICLE VI
OBSOLESCENCE OF COMMUNITY A11D
RECREATIONAL FACILITIES

SECTION 1. In the event that the Board of Directors shall determine that any of the community and recreational facilities or any other real or personal property of the Association are obsolete, the Board, at any regular or special meeting of the members of Leisure Knoll Association, Inc. may call for a vote by the Association members to determine whether or not the said property should be demolished and replaced. In the event 80% of the Association membership with the consent of all mortgagees, shall determine that the said property should be demolished and replaced, the costs thereof shall be assessed against all of the members of the Association equally.

ARTICLE VII
OFFICERS

SECTION I The Officers of the Association shall be a President, one or more Vice Presidents, Secretary and a Treasurer. The Secretary may be eligible to the office of Treasurer. The President and Vice Presidents shall be members of the Board of Directors. An Assistant Secretary, who need not be a member of the Board of Directors, may be appointed by the Board of Directors.

SECTION 2 The officers of the Association shall be elected annually by the Board of Directors at the organization of each new Board and shall hold office until their successors are elected or appointed by the Board and qualify, provided that each officer shall hold office at the pleasure of the Board of Directors and may be removed either with or without cause and his successor elected at any annual or special meeting of the Board called for such purpose, upon the affirmative vote of a majority of the Members of the Board. The Board of Directors may, from time to time appoint such other officers as in its judgment are necessary.

SECTION 3 The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. He shall have the general powers and duties usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the members, from time to time as he may deem appropriate, to assist in the conduct of the affairs of the Association. He shall execute such deeds, contracts and other instruments, in the name of and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the association.

SECTION 4 The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose and shall perform the duties for any committees when required. He shall have charge of the minute book and such records and papers as the Board shall direct and perform all duties incident to the office of Secretary, including the sending of notice of meetings to

the members, the Board of Directors and committees and such other duties as may be prescribed by the By-Laws or by the Board of Directors or the President. He shall also have custody of the corporate seal and when authorized by the Board, affix the same to any instrument requiring it and attest the same when appropriate.

SECTION 5 The Treasurer shall have the responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He shall invest such funds of the Association as may from time to time be ordered by the Board or by the President, in investments similar to those permitted by law to be made by trustees or other fiduciaries and he shall disburse the funds of the Association as ordered and approved by the Board or by the President, and he shall render to the President and Directors at the regular meetings of the Board or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association.

SECTION 6 The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE VIII INDEMNIFICATION OF OFFICERS AND DIRECTORS

SECTION 1 The Association shall indemnify every Director and officer, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses. Provided however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any member or owner of a unit, who is or has been a Director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as an owner.

ARTICLE IX FISCAL YEAR

SECTION I The fiscal year of the Association shall begin on the first day of September in each year.

ARTICLE X CORPORATE SEAL

SECTION 1 The corporate seal of the Association shall consist of two concentric circles between the circumferences of which shall be inscribed the name "Leisure Knoll Association, Inc." and within the circumference of the inner circle the words Incorporated, New York and the year of incorporation.

ARTICLE XI AMENDMENTS TO BY-LAWS

SECTION 1 These By-Laws and the form of administration set forth herein may be amended from time to time, within the limitations prescribed by law, by the affirmative vote of 51% of the Association membership. **Amendments will be affirmed or denied by closed and secret ballots cast by the membership.**

ARTICLE XII DISSOLUTION

SECTION 1 In the event it shall be deemed advisable and for the benefit of the members that the Association should be dissolved, the procedures concerning dissolution set forth in the Not-For-Profit Corporation Law of the State of New York shall be followed.

SECTION 2 In the event of dissolution, the assets including common surplus, if any, of the Association, after payment of all debts including mortgages and other encumbrances, shall be distributed to the members of the Association on a pro-rata basis.

ARTICLE XIII COMMITTEES

SECTION 1. There shall be the following standing committees: Budget and Finance and Architectural (as provided in ARTICLE VIII of the Declaration of Covenants, Restrictions, Easements, Charges and Liens), all of whose powers and duties shall be prescribed by the Board of Directors. The Board may establish such additional committees as it deems necessary.

ARTICLE XIV MISCELLANEOUS

SECTION 1 The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances and, unless so authorized by the Board of Directors, no officer, agent or other person shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

SECTION 2 The Association shall keep in its principal office the original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary which shall be open to inspection by the members at all reasonable times during office hours.

SECTION 3 The membership register and minutes of proceedings of the members and Directors shall be open to inspection upon demand of any member at any reasonable time during office hours, and for a purpose reasonably related to his interest as a member.

SECTION 4 The rules contained in Robert's Rules of Order, revised, shall govern all members' meetings and Directors' meetings of the Association, except in instances of conflict between said Rules of Order and the Articles or By-Laws of the Association or provisions of law.

SECTION 5 Number and gender as used in these By-Laws shall extend to and include both singular and plural and all genders as the context and construction required.

SCHEDULE A

The monthly charges payable by members of Leisure Knoll Association Inc. shall be used by the Association to provide the following benefits and services to the members:

- A** The payment of all local and county real estate taxes and assessments imposed or levied upon any and all property, real or personal owned or used by the Association;
- B** Payment of all costs for electric power for lighting, heating, air conditioning, miscellaneous electric fixtures and appliances and for water and sewerage service for the recreational buildings and grounds owned or used by the Association.
- C** Payment of all costs of maintenance and operation of the swimming pool, including lifeguard salaries, costs of supplies, etc.
- D** Payment of all premiums for insurance as provided under the requirements of ARTICLE V, Section 12M.
- E** Maintenance, upkeep and care of the interior and exterior of all buildings owned or used by the Association and including janitorial services, supplies, etc.
- F** Providing for and payment of all costs for such security guard service as may be provided.
- G** Providing and paying the cost of necessary machinery, equipment, tools, materials, supplies and payroll necessary to the fulfillment of all the Association's maintenance and operation obligations to its members.
- H** Maintenance, care and upkeep, including seeding, re-seeding, lawn cutting of residence properties, landscaping, planting (sidewalks, walkways and roads) etc for the exterior grounds of all real property, owned, used or controlled by the Association.
- I** Maintaining the books and accounts of the Association and causing the same to be audited by a public accountant at the end of each fiscal year and thereafter to prepare and deliver to all members of the Association, an annual financial statement.

The monthly charges paid by members of the Association to cover the cost of the foregoing and any of the above mentioned services and facilities are subject to change from time to time as determined by the Board of Directors of Leisure Knoll Association, Inc.

LEISURE KNOLL ASSOCIATION, INC. COMMUNITY HANDBOOK

REVISED JANUARY 2023

Section 1

COMMUNITY RULES & REGULATIONS

Community rules regarding use of facilities, community governance, and the basic “Do’s and Don’ts” for Leisure Knoll homeowners and residents

Section 2

ARCHITECTURAL GUIDELINES AND GUIDELINES FOR EXTERIOR/INTERIOR WORK

Guidelines for having work performed on your home, including work performed by the homeowner. Includes important information about obtaining work permits. Please consult this section prior to beginning any work on your property

Section 3

GENERAL INFORMATION

General information about services and resources in the community and surrounding areas

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Leisure Knoll Association, Inc. – Violations and Associated Fines

Appendix C - Board of Directors

Appendix D - Bus Information

Appendix E - Forms

ACCESS TO HOMES

The Administration Office does not have access to any homes here in Leisure Knoll. We do encourage all homeowners to leave a key with a neighbor or family member. When registering, we ask that a next of kin form be filled out with this information.

ADVERTISING AND SOLICITING

No advertising or soliciting shall be conducted in Leisure Knoll. Occupants of units who are agents for outside commercial interests shall not solicit in person or by telephone but shall use the mail. See Article IX - Use of Property, Section 1 - Uses and Structures.

AIR CONDITIONING SYSTEMS

No portable air conditioners installed in a window or mounted through the wall will be approved or permitted. Refer to the Architectural Committee section "**Air Conditioning Units**".

ANTENNAS

No radio, television or similar towers or lines above the ground shall be erected on any lot or attached to the exterior of the unit. Satellite dish antennas require approval of the Architectural Committee with an eighteen-inch max diameter. Refer to the Architectural Guidelines section "**Antennas**".

ARCHITECTURAL GUIDELINES

Any changes, replacements, repairs a homeowner wishes to make to the outside of the home must first be submitted to the Architectural Committee for approval. The Architectural Committee meets every 2nd and 4th Tuesday of the month at 1:00 pm in the Board Room located in the Craft Center.

Prior to commencement of work, you must receive approval and a permit issued by the Committee. Applications may be obtained in the Administration Office, on our website, or you may go directly to the meetings. For complete Architectural Rules & Guidelines, see Section 2 – Architectural Guidelines and Guidelines for Exterior Work.

BARBEQUE GRILLS

Portable barbeque grills are permitted. For the enjoyment of the residents, there is a permanent barbeque grill by the pool area. Residents are encouraged to use this but must first submit an application for Use of Facility.

BLOCK CAPTAINS

Any information that is not a paid mailing will be delivered on the first of the month by your Block Captain. ie., Monthly Calendars, Board of Directors Intercoms, etc. When a new homeowner registers at the Administration Office, the Block Captain Chairperson will be informed to ensure that all deliveries will be made to that home. All information is placed in the paper tube box of your mailbox.

BOARD OF DIRECTORS

The business of Leisure Knoll is supervised by a Board of Directors, each of whom is a member of the Association, in residence in the community at least ten (10) months of the year and a resident of New York State. A Board member may not be employed full time in any capacity and may not hold any office, title or position outside the community that may constitute a conflict of interest with their duties as a member of the Board of Directors. The Board also appoints several Committees and employs Administrative and Maintenance personnel to assist in that effort. Board and Committee members serve as uncompensated volunteers for the benefit of the community. The Board of Directors serve without pay and are elected by the residents of the community. The Board of Directors consists of seven (7) members. The Officers are the President, Vice President and Secretary and the term of office is three years. A list of the current Board of Directors is located under General Information found in the back of this manual.

The Board of Directors exercises all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Association property. Board meetings are held on the second and fourth Tuesday of each month in the boardroom at the Administration Office. A resident wishing to address a matter with the Board must submit an appointment request in writing to the Secretary of the Board, via the Administration Office, stating the matter to be addressed and the reason for the request.

Upon receipt of a request the Board will confer and choose either respond to the resident in writing, designate a Board member to contact the resident to discuss and gather more information, or add the matter and the resident to the agenda for the next available Board meeting to address the matter with the full Board.

Anonymous or unsigned letters will not be reviewed. Except as provided above, and following designation by the entire Board, individual Board members cannot formally meet with residents, nor can they respond to a request for a meeting with the Board.

The President of the Board may appoint individual directors to serve as a liaison person to committees servicing the association.

See Appendix C for a complete listing of all directors and their responsibilities.

BUS SERVICE

A private bus service is provided to enable our residents to go to the bank, library, and shopping. The bus stops are located throughout the community and designated stops are posted on the bus map included in the General Information section of this manual. The days and areas of service are posted on the In-House TV - Channel 591, on a daily basis and also provided on the monthly calendar.

See Appendix D for a map of all bus stops.

CABLE SERVICE

The carrier for Leisure Knoll Cablevision is Optimum Online Cable. The Basic Value Package is included as part of your maintenance fee. It is your responsibility as a homeowner to notify Cablevision that you are a resident of Leisure Knoll. If you wish to order phone, computer, and TV service as part of the triple play offered by Cablevision, you must arrange it by emailing Cablevision at Danielle.Robles@AlticeUSA.com. When you receive your bill from Cablevision, please make sure that you are credited for the basic value package. Any problems with billing are the responsibility of the homeowner. Leisure Knoll offers all residents an in-house channel, located on channel 591. For more information regarding channel 591 refer to the General Information Section of this manual

CLUBS

The Administration Office along with the Board of Directors and a community volunteer coordinate and schedules the social and recreational activities in the community. They ensure all events follow the facilities guidelines regarding the use of recreational facilities and assist new clubs to organize and operate.

COMMITTEES

As provided in Article VIII of the Declaration of Covenants, Restrictions, Easements, Charges and Liens, there shall be the following standing committees:

Architectural Committee

This committee administers the Architectural Control established in the Offering Plan. They alert the Board regarding resident violations, monitor the buildings and grounds and process resident applications for external changes or improvements (including landscaping) relating to the homeowner's property. This committee meets twice a month at the Craft Center to assist residents with the processing form, answering questions, and issuing permits for work to be performed. Any resident wishing to perform exterior maintenance, repair or modification to their home or property must apply for an Architectural Permit. An architectural application, including detailed plans and specifications for any exterior changes is **mandatory**.

Block Captains

The Block Captains are a network of volunteers who distribute the publications, calendars, updated material and information from the Board of Directors on a monthly basis. They also provide personal observations and residents problems and questions that affect the community. Clubs and committees operate within the guidelines of the Board approved charters. Residents are urged to participate in the affairs of the community and should communicate their interest to the Chairpersons listed in the organization chart found in the General Information Section of this handbook.

Budget Committee

This committee meets quarterly to track, review and analyze actual vs. monthly expenses, review accuracy of reserve accounts, review and analyze contracts, obtain and review financial statements from clubs and income generating activities. They also draft an annual budget for the upcoming year to be approved by the Board of Directors.

Election Committee

Oversees the annual election of the Board of Directors held in the Recreation Center. See **Appendix A** for complete information for election procedures and rules.

Welcome Committee

Visits new residents to provide community information and answer any questions they might have.

COMMUNITY FACILITIES

All residents **in good standing** are encouraged to use the facilities in both the Craft Center and Recreation Building. Smoking is prohibited in the Club House and the Crafts Center. All owners and occupants and their guests shall comply with the posted hours of operation of all community buildings and facilities.

CONDUCT / HARASSMENT

When present in the Recreation Center, Craft Center, Administration/Maintenance Office, or other Common Areas, no owner, occupant, or guest shall engage in any form of conduct that annoys, harasses, disrupts or otherwise adversely affects the enjoyment of those facilities and common areas by other owners, tenants or guests. In addition, no owner, occupant, or guest shall engage in any form of conduct that annoys, harasses, disrupts or otherwise adversely interferes with Association employees, staff, and volunteers. Such impermissible conduct includes, but is not limited to, attempting to harass, stalk, abuse, yell at, or annoy any other owners, tenants, guests, and Association employees, staff, or volunteers.

In addition to other remedies that are available to the Association to enforce its rules and regulations, if an individual violates this specific rule and regulation, such individual will be notified in writing of such violation from the Board of Directors, which shall specify the penalty that will be imposed. Penalties can include fines and/or prohibition from entering or using the Recreation Center, Craft Center, and/or Administration/Maintenance Office. Increased penalties can be imposed for multiple infractions of this rule and regulation. If the person receiving the notice wishes to contest the allegation and/or penalty, that person shall, within three (3) days of receipt of the notice, submit to the Board a written request to be heard. A meeting shall then be arranged with at least two (2) members of the Board of Directors who will determine whether there has been a violation, and if so, what penalty is appropriate.

CRAFT CENTER

Card Rooms: Use of the rooms is available by filling out a Use of Facility Form. The lobby area is considered card room 1. Card rooms 2 and 3 are the large open rooms off the hall, separated by a dividing wall. Poker tables are available for your use. Please check your monthly calendar for scheduled card games.

Art Room: Located across the hall from the card rooms and is locked except for club use.

Exercise Room: Use of the exercise room is at the resident's own risk. There are sign-in sheets available. Due to the limited space and equipment, we ask that residents limit their use of the equipment to one-hour sessions. Guests **may not** use the exercise room, which is restricted to residents only.

RECREATION BUILDING

The Recreation Center is available for rent by association residents for private parties with non-resident guests. Use of the kitchen is available. The resident must fill out a Use of Facilities form and submit it for approval. These forms can be obtained at the Administration Office. The calendar must be clear for the date requested and the application must conform to the requirements. The rental fee is \$ 500.00 and a security deposit of \$500.00 is required at the time of booking. Rentals are subject to Board approval. The resident will be held accountable for any damage to community property during the rental period.

Billiard Room: Open to all residents. A key will be given to all new residents for the Billiard Room Closet. This enables residents to access the pool cue sticks and billiard balls. In this closet there is another key which will enable residents to have access to the outdoor activities as well. We ask that upon the sale of your home, you return this key to the Administration Office.

1. After use, tables are to be brushed clean. Pool balls to be put back in case and locked up in closet. Tables to be covered, lights over table to be turned off and cue sticks are to be returned to rack. Last person to leave has to turn off fans and overhead lights.
2. Damaging equipment will not be tolerated, such as slamming cue sticks against the table or other actions.
3. If an incident should occur due to uncontrolled behavior, the resident involved will not be permitted to use the facility.
4. A warning letter will be issued if the rules are not followed, with exception to rule Number 4. **THIS RULE WILL BE STRICTLY ENFORCED.**
5. If after receipt of an imposed warning letter, the abuse of rules continues, a fine will be issued and the recipient will be prohibited from using any of the facilities until the fine is paid.

Bulletin Boards (Rec Center and Craft Center): The Board or any designated volunteer must first approve any item to be posted:

- Posting of religious, school or library announcements, if they are free, may be posted as long as they may be of interest to the community. These postings cannot interfere with activities that may be scheduled within the community,
- Bulletin postings for LKA clubs are to pertain to specific activities for those clubs.
- LKA does not endorse any posted programs.
- Any item that is posted is at the sole discretion of the Board of Directors.
- All postings are to be removed after six weeks unless permission is granted for a longer period.

Kitchen: The kitchen area is for the use of the residents. We ask that you respect other people's property and clean up the area after use.

Library: The library is open to all residents. Feel free to browse through the numerous books available or maybe just sit for some quiet time and check out the reading material. There are also tapes available for your use. We ask that you remember to return borrowed items.

Suggestion Box: Located on the wall in the Recreation Center is a suggestion box. Residents are encouraged to place suggestions or concerns they may have in the box and a response will be given by the Board of Directors in a timely fashion. All correspondence must have a signature so that we know who to send a response to.

Hall Rentals: Occupants of units may have the use of the Recreation Hall and/or associated facilities for private parties or for meetings of groups that have membership requirements, by making arrangements with the administrative office. It should be understood that such use is subject to rules and regulations established by the Directors and may require approval of the Board. Hall rentals are subject to a fee. Please ask the office staff for pricing.

OUTSIDE COMMUNITY FACILITIES

Horseshoes: There is a horseshoe court and equipment available for use by the residents. The key is available in the Billiard Room Closet.

Seasonal Swimming Pool: Residents enjoy use of a heated, saltwater pool equipped with tables, chairs and umbrellas. The pool is maintained by a private pool company and registered with the Town of Brookhaven. A lifeguard is provided during the daytime swim hours. The pool is open from Memorial Day to Labor Day with extended hours during July and August. Check your Director Intercoms and calendars for hours and regulations. Upon registration, all new homeowners will receive resident passes and guest passes. These passes are for the pool only. You must show these passes to enter pool area. All residents **must** accompany guests at pool.

Shuffleboard and Bocce Courts: These courts and equipment are located behind the Craft Center and are available for resident use during the day. Please check Director Intercoms and calendars for specifics on clubs, functions and tournaments throughout the summer months. The key is available in the Billiard Room Closet.

Tennis Courts: Regulation tennis courts are located outside and to the right of the Recreation Center. The courts are open for use by residents only. Please join the Tennis Club. New residents are always welcome.

- Must wear tennis shoes or comparable sneakers
- Return tennis balls when finished
- All guests must be accompanied with a resident
- If using the automatic ball pitcher, you must have two people present. One hitting and one feeding.
- Tennis club members have first use of the court during designated hours.
- Anyone misusing the courts will receive a warning letter and a possible fine if the warning letter is not adhered to.

DRIVEWAY REPLACEMENT

The LKA budget allocates for approximately 24-26 driveway replacements per year.

1. Homeowners are to call the Administration Office to be added to the driveway list.
2. All driveway requests are filed by the date of request.
3. An inspection by the maintenance supervisor is made to determine the condition of the driveway in mid to late summer.
4. In late summer / early fall, the 24-26 homeowners on the approved list for replacement in that year will be notified of the cost of the new driveway. The Association pays for half the cost of the driveway with the homeowner.
5. Checks for payment of the driveway must be issued to Leisure Knoll Association, Inc. and submitted to our Administration Office before the work is started.

Due to increased interest by some residents, the Board of Directors has decided that any homeowner who is not on this year's list, and does not want to wait until the following year, may also have the driveway replaced under the following conditions:

1. The homeowner must use the Leisure Knoll Association contractor.
2. The homeowner must pay the full cost of the new driveway.
3. The check is made payable to Leisure Knoll Association, Inc.
4. The homeowner agrees to no reimbursement for half the cost of the driveway and signs an affidavit indicating this.

Written bids with detailed specifications will be obtained and the most reliable company will be awarded the contract. There will be on-site supervision to make certain that all written specifications are followed. The Association will pay the contractor the full amount only after satisfactory completion of the new driveway.

DRIVING WITHIN THE COMMUNITY

The Association relies on residents to observe the 20 MPH speed limit as a matter of example, courtesy and safety. Residents should remind their guests, household help and others of this speed limit. STOP SIGNS and SPEED BUMPS/HUMPS were placed throughout the community for the safety of the residents. Observing speed limits and STOP SIGNS are an important safety factor. Maintenance and contractor crews operating machinery often cannot hear approaching vehicles, nor can some residents who have impaired hearing. Drive responsibly!

ELECTIONS

Elections for open seats on the Board of Directors are held annually. **See Appendix A for complete election procedures and rules.**

EMERGENCY INFORMATION

In case of an emergency for medical, police or fire, FIRST please call 911, not the Administration Office. There is an optional medical form available for use by residents who live alone or might be alone for a certain period of time or might be unable to communicate if the need arises. This form should be affixed to your refrigerator and available to police in the event of an emergency. This form is located in the back folder of this handbook.

Please remember these are private homes and as such we are unable to enter the home and offer assistance. If possible, try to give a key to a neighbor who you trust to come into your home in an emergency. Please refer to the General Information Section for healthcare facilities in the area.

FINANCIALS

LKA Resident Handbook

All residents receive an LKA Handbook upon registration. This handbook must be returned to the Administration Office when the home is sold. The office updates the book and upon registration of new owners, it is transferred to that property. For a replacement handbook or failure to return once the home is for sale, homeowners will incur a fee of \$100.00.

Declaration of Covenants, Restrictions, Easements, Charge and Liens & By-Laws

Extra copies of the above are available for a fee of \$25.00 at the Administration Office or free on-line at leisureknoll.org.

Delinquency

Any homeowner who is delinquent in Common Charges, assessments or fines will be considered **a member not in good standing** and will be denied the use of facilities and will not be entitled to vote.

Financial Report

An Annual Audited Financial Report of the association must be distributed to all homeowners.

Penalty Fee

A penalty charge of \$25.00 will be made each month when a homeowner fails to pay his /her Common Charges or assessment fees within ten (10) days after the due date.

A charge of \$25.00 will be made for Common Charge and/or other checks returned "insufficient funds", "closed accounts" and so forth.

Pool Passes

There will be a fee of \$30.00 for a set of replacement pool passes (2 homeowner, 4 guests). A fee of \$5.00 will be collected for an individual pool pass.

Property Survey

Surveys are available for a fee of \$25.00.

Registration Fee

A fee of \$350.00 is required at the time of registration.

Repairs

Any landscaping or cosmetic repairs to a home neglected by the homeowner will be repaired by Leisure Knoll Association and the homeowner will be assessed the cost of repair.

Rental Fee

All homeowners who rent their home are required to pay a **\$1,000.00** administrative fee and a **\$300.00** administrative fee every year thereafter. Any change in tenants will result in the owner paying a new \$1,000.00 administrative fee (plus \$300.00/year thereafter).

FORMS**COPIES OF ALL FORMS CAN BE FOUND IN APPENDIX E****Automatic Withdrawal for Monthly Maintenance Payments**

Forms to have the monthly maintenance payments taken out automatically are available at the Administration Office.

Birthday & Anniversary Dates

This is optional. Residents can post their birthdays and anniversaries in our bi-monthly Gazebo Newsletter. Forms are available in the Administration Office.

Emergency Information Form

For residents who live alone and wish to leave medical information available on their refrigerator door for first responders in the event of an emergency.

Medical Priority Snow Removal

Prior to the snow season, residents are encouraged to fill out a medical form to ensure that their driveways are cleared for medical reasons such as **scheduled chemotherapy, radiation, and dialysis treatments**. This form is **NOT** to be used for routine doctor appointments.

Next of Kin Cards

All residents are asked to fill out a "Next of Kin" card that is stored in the office in the event of an emergency. A second copy of this card is retained by a volunteer resident in the community, in the event of an emergency when the office is closed. We urge all residents to update this information on a regular basis.

Registration Form

All new homeowners are asked to contact the Administration Office to set up an appointment to register their residency. At that time, a registration form will be completed and kept on file at the Administration Office.

Resident Information Form

All new residents are asked to fill out an information form when registering. If you do not have one on file at the Administration Office, please come down and fill one out.

Winter Address

This is filled out by "Snowbirds" prior to leaving for warmer climates to receive the Gazebo Newsletter and to keep on file at the Administration Office.

GARBAGE REMOVAL

As a private community, LKA contracts a private carting company for trash removal, and accordingly the Town of Brookhaven trash schedule does not apply. The contractor's name and phone number are provided on the monthly calendar. The Leisure Knoll pick-up schedule is published both on the in-house channel and on the monthly calendar.

Trash cans must be placed curbside the night before a scheduled pick-up. All cans must have fully closed lids. Any garbage that does not fit in a trash can with sufficient room to secure the lid, or which the resident wishes to place curbside without a can must be placed in heavy duty contractor or commercial bags (minimum 3 MIL). At no time may any refuse be placed curbside in a kitchen/paper/shopping bag, unless such bag is in a fully closed trash can.

All cans must be removed from the curbside by the end of the trash collection day. No trash cans may be stored outside at any time.

Bulk pickup is available from our contractor on Fridays only. A bulk pickup request should be scheduled with the contractor in advance. Bulk items should not be put at the curb until the day before the scheduled pickup. In the event a bulk item is not picked up by the contractor, for some reason, it must be removed from the curb and stored elsewhere until the next available bulk pick up day.

Violations of these rules will be subject to fines.

One day a week we also have a scheduled recycle day, which is also published in the above reference calendar. We alternate each week between recyclable items and newspapers. All recyclable items, i.e., empty aluminum, tin, steel cans, empty plastic bottles and jugs, (#1, #2 & #5) must be placed in a suitable container with a lid. Recyclable stickers that go onto containers can be obtained at the Administration Office. Clean recyclable newspapers, magazines, catalogs, cardboard, etc. must be securely tied or packaged in paper bags to prevent them from coming apart and being blown away. Newspapers and/or plastic recyclable placed in plastic bags will not be picked up. All containers, and any recyclable items the carrier refuses or fails to pick up, must be removed from the curb by the end of the scheduled pickup day. Please note, glass is no longer accepted with roadside recyclables. You may either dispose of glass with your regular household garbage, or you can drop glass off, free of charge, at one of the Town's satellite locations.

GUESTS

Guests, including children, must be accompanied by their resident host when using recreational facilities. Children are not permitted in the Billiard Room. Guests may stay with residents for up to three months. When guests are using the swimming pool they must also be accompanied by their host and must have pool passes.

HOMEOWNER INQUIRES

Homeowner inquiries or complaints must be reported to the Administration Office located at 710 Whiskey Road. Office hours are Monday through Friday (excluding posted holidays) from 8:30 am to 4:30 pm. Telephone 744-6000 - Fax 744-9791

Verbal requests or complaints to the field maintenance staff will not be honored.

HOMEOWNER RESPONSIBILITIES

In order to preserve the character of Leisure Knoll, as a Planned Adult Community, and Article II of the Declaration of Covenants, occupancy of all units shall be restricted to persons 55 years or older. A child or grandchild residing with a permissible occupant must be the age of 19 years or older. Full-time occupancy shall be limited to three occupants per unit.

Homeowners agree to be bound by the Declaration of Covenants, Restrictions, Easements, Charges and Liens, By-Laws, and Rules and Regulations as outlined in this handbook, including Schedule B - House Rules and Regulations, which shall be strictly enforced.

Owners are responsible for their tenants. In the event a unit is rented, the homeowner must supply Leisure Knoll board of Directors with a copy of the Town of Brookhaven's Rental Permit and a copy of a fully executed Lease Agreement between the homeowner and their tenant. An annual administration fee is required upon registration as well as homeowner/tenant agreement forms.

Owners shall not use their unit or any common area in a manner which would be duly disturbing or a nuisance to others or occupants or in such a manner as would be injurious to the health, safety, and comfort of the Leisure Knoll Community.

No garments, rugs, blankets, or other articles or things shall be hung from windows or balconies or from the facades of any building or displayed in any way on any property.

No rugs or other things shall be dusted, beaten, or cleaned from windows or balconies or against any exterior portion of said buildings.

No furniture, packages or other things of any kind shall be placed or permitted to remain in or on any stairways, walkways, or in any other portion of the common areas, except as expressly authorized by the Board of Directors.

INSURANCE

It is the responsibility of the homeowner to ensure their homes have the proper homeowner insurance. The Association has a blanket policy for all common areas and buildings.

LANDSCAPING

Lawns are mowed weekly, subject to weather conditions, and fertilizers, pre-emergence treatment and fungicides are applied on a seasonal schedule. Twice a year, in the fall and in the spring, the landscapers do a leaf cleanup throughout the community. This includes the 3 to 5 feet area around residents' homes. Tree trimming on common areas is the responsibility of the Association. Residents requiring personal removal or replacement of private trees must contact the Architectural Committee for approval. A list of approved replacement trees is included on page 15 under the section of Architectural Guidelines of this manual. Any planting on common ground is subject to a monetary fine.

Routine lawn maintenance is to be done during the normal growing season and will include mowing or cutting grass as is necessary and weather permitting, weeding, or cultivating of planting beds in the community recreational area only. It shall be the responsibility of the owners to water the lawn in the front, back and side yard areas, including the areas designated as common ground adjacent to their property.

No owner or occupant of a unit shall plant or maintain any trees, shrubs, bushes, plants or otherwise landscape any portion of his lot, other than a foundation planting, or that designated as common area, without the written approval of the Architectural Committee

MAILBOXES

Attractive and serviceable mailboxes are available for a minimal cost supplied by Leisure Knoll. Maintenance will supply numbers when installed. In the event your mailbox is down or destroyed, please contact the Administration Office for a replacement. Handicapped persons wishing delivery of mail up to the house must present post office authorization. Upon approval by the post office and purchase of a house mailbox, the Administration Office will be happy to assist in the installation if required.

MAINTENANCE

The association is responsible for all common ground, facilities, lawns, sidewalks, roads, trees, routine repairs, drainage, recreational facilities, etc. Any work that needs to be taken care of; we ask that you contact the Administration Office. Your request will be put on a work order and taken care of in a timely fashion.

MONTHLY MAINTENANCE

The monthly maintenance fee payable by the Homeowner covers the cost of fulfilling the responsibilities of the Association as outlined in Schedule A of the Rules and Regulations. It covers contracted services, security, streetlights, family cablevision, refuse and recyclable collection, common owned property taxes and insurance, professional expenses, bus service, landscaping, snow removal, administrative and outside maintenance service of the facilities. In addition, monthly deposits are made into the reserve funds to provide for future projects for the community. Upon registration, homeowners will receive a monthly coupon book for maintenance payments. We ask that you mail the coupon along with your payment to the address given in the booklet. Envelopes are included. The Administration Office does not take monthly maintenance payments. Also, for your convenience, homeowners have the option of having the monthly maintenance automatically withdrawn from their account. These forms may be obtained at the Administration Office

NOISE

Owners and occupants of units shall exercise extreme care to avoid making or permitting to be made, loud or objectionable noises, and in using or playing or permitting to be used, or played, musical instruments, radios, phonographs, television sets, amplifiers, and any other instrument or device in such manner as may disturb or tend to disturb owners, tenants, or other occupants of units.

PARKING

Homes: Parking in a home's driveway or garage or on the roadway directly in front of a home is limited to the residents of that home and their guests.

No Parking/Fire Zones: Please observe the No Parking Fire Zone areas and keep the handicapped parking spots available for those who need them.

Road Work: In the event of road work, no vehicles may be parked in the roadway. Notices of any road work that requires vehicles to be removed from the roadway will be posted on the in-house TV channel, community newsletter and flyers will be placed on all vehicles.

Vehicles parked in violation of the above rules are subject to fines and/or towing at the vehicle owner's expense.

Boats and other Prohibited Vehicles: Parking/storing of boats, recreational vehicles, trailers, or vehicles with commercial plates are prohibited in all areas of Leisure Knoll. Violations will be subject to fines, legal action to abate the violation, and/or removal of the offending boat or vehicle at the owner's expense.

Snow Removal and Emergencies: The roads must be free of all vehicles during the snow removal process; you may park your vehicle in the Recreational Center lot during this process.

In the event of an impending storm, a Leisure Knoll administrator will notify the community via a robocall of the time by which vehicles must be removed from the roadways. Vehicles remaining on the roadways after the notified date and time will be subject to fines and/or towing at the owner's expense. In the event a storm strikes without prior notice, or the administrator is unable to notify the community via robocall, all vehicles must be removed from the roadways before the commencement of snow plowing activities. Vehicles remaining in the roadway after the commencement of snow plowing activities will be subject to fines and/or towing at the owner's expense. While the administrator will make every effort to keep residents apprised of impending storms and snowplow operations, each resident remains individually responsible to monitor the weather and remove their vehicle from the roadways at or before the appropriate time.

If for any reason a State of Emergency is declared by the Federal, State or Local government, all vehicles must be immediately removed from the roadways. Failure to comply with removal will subject the vehicle to towing at the owner's expense.

Abandoned/Neglected Vehicles: All vehicles parked on the roadway or in driveways shall have license plates and a current registration displayed. Absence of either, or flat tires, broken windows, or said vehicle remaining in place without moving for seven (7) consecutive days shall be presumptive evidence that such vehicle is "abandoned or neglected." Any "abandoned or neglected" vehicle is subject to being towed at the owner's expense provided notice is placed on the windshield by Leisure Knoll and seventy-two (72) hours have passed since the placement of such notice and the vehicle has not either moved, or a call has been made to the administration office to provide a reasonable excuse for why such vehicle and has received the consent of the Board to extend the time in which the vehicle shall be moved. In the event the vehicle is registered with the Leisure Knoll office and a Leisure Knoll bar code is visible, the office will also provide written notice to the last known address on file and the vehicle will be subject to towing at the owner's expense if the vehicle has not moved or consent has been given by the Board to extend the time to remove the vehicle within four (4) business days of the mailing of such written notice.

PETS

1. Only traditional household pets like dogs, cats, birds, and fish are permitted.
2. No animal shall be kept or bred for commercial purposes.
3. The total number of dogs, cats and their offspring per residence is limited to 1.
4. All pets shall be registered and inoculated as required by local law.
5. No pets are permitted to run at large. All pets must be kept restrained or on a leash at all times when on the grounds. They must be curbed, and the droppings picked up, carefully wrapped, and deposited only in the owner's garbage can. Under no circumstances are pets to be taken into the recreational areas. All pets must be kept off sidewalks, lawns, and common property.
6. All damage created by a pet is the sole responsibility of the pet owner or the property owner if the pet owner is a renter. Damage to Association property will be repaired by the Association and reasonable repair costs billed to the property owner.
7. Pet owners shall clean up after pets properly. If necessary, reasonable cleanup costs plus a \$100.00 fine for each occurrence will be charged to the pet owner or the property owner if the pet owner is a renter.
8. Any pets causing or creating a nuisance, unreasonable disturbance, or noise, will result in the homeowner receiving notification of a violation.

Complaint Procedure. If a pet is being offensive, the offended party should first talk with the pet owner and request correction. If the offense continues, written details along with photos should be submitted to the Administration Office explaining the offense, time, place, pet description, pet owner's name, address, etc.

Fine Provision. Pet owners or the unit owner if the pet owner is a renter are subject to a fine of \$100.00 for each violation of this policy by their pet and an additional \$100.00 per month until remedied.

Right of Appeal. Appeals must be received in writing by the Board of Directors within 30 days of receipt of the initial fine. If the pet in question belongs to a renter, the appeal must be made by the property owner or the property owner's management agent. Once an appeal is received, the Board will schedule a meeting as soon as possible. No further fining will take place pending the outcome of the appeal. The Board's decision on the appeal is final. If the appeal is rejected, fines and other provisions become effective three days following written notification to the property owner.

Collection Provision. All fines, costs, and expenses necessary to enforce this resolution will be levied against the property owner and shall be an assessment against the owner's property and subject to all lien and collection powers of the Association.

RENTING YOUR HOME

Rules for Renting your home in Leisure Knoll:

ALL OWNERS MUST INFORM LKA OF THEIR INTENT TO RENT THEIR HOME.

ALL OWNERS MUST FIRST FILE AN APPLICATION TO RENT THEIR HOME WITH THE TOWN OF BROOKHAVEN. Forms may be obtained from the Department of Buildings at 1 Independence Hill, Farmingville, NY, 631-451-6333. The Town will provide a Temporary (90-day) Rental Permit, which you must provide to LKA at the time you apply to rent your home.

Once the Town replaces the Temporary Permit with an approved Rental Permit, the Owner must provide the approved Permit to LKA along with a copy of the Lease agreement. No tenant may take possession of the rental property until the Permit and Lease have been accepted by LKA.

If Owner does not provide LKA with a valid Town of Brookhaven Rental Permit before the Temporary Rental Permit expires, the Lease shall be void and tenant must vacate. The Lease must include language stating same or the Owner will not be permitted to rent their home.

Owner to provide proof of application for renewing their Town of Brookhaven Rental Permit at least 90 days prior to its expiration date; Owner must provide LKA with a copy of renewed Rental Permit upon receipt.

There can be no Lease that extends beyond the expiration date of the Rental Permit, or, if the Rental Permit has not yet been issued, fifteen months from the issuance of the Temporary Rental Permit. LKA may approve an extension if there is a valid application in the process for renewing the Town of Brookhaven Rental Permit.

At the expiration of any said Lease, Owner/Landlord will inform the Administration Office in writing as to their intent to re-lease, occupy, sell, or keep home unoccupied. The owner must provide a copy of a renewed Lease to LKA each time that lease is renewed.

The owners are responsible for a non-refundable Administrative Fee of \$1,000.00 payable to Leisure Knoll Association for each new tenant that is taking possession of the rental property. Owners are responsible for an additional administrative fee of \$300.00/year for every year that same tenant resides in the home. Any change in tenants will result in the Owner paying a new \$1000.00 Administrative Fee (plus \$300.00/year thereafter). Please note, any new owner who wishes to rent their property must also pay the initial \$350.00 homeowner registration fee that all new homeowners are required to pay.

Owner must inform the Tenants about the Leisure Knoll rules & regulations (supply them with a copy of the LKA Handbook). Owner must have Tenant sign a form, to be provided by LKA, acknowledge receipt of the LKA Handbook and that they understand they are subject to the rules and regulations contained therein.

All Tenants/Owners must provide, with the Lease, a Resident Information form designating who the Tenant(s) is(are), who else is to be residing at the home, and a list of all motor vehicles (with License Plate Numbers) that will be used by the Tenants. There shall be no more than three (3) tenants, and at least one of the tenants residing at the dwelling must meet the 55-year-old minimum age requirement. Any additional residents must meet the age and occupancy restrictions set forth in the LKA Handbook and Declaration of Covenants, Restrictions, Easements, Charges & Liens, By-Laws, and Rules and Regulations. Each of the residents must supply proof of age.

Leisure Knoll Association will set up an orientation meeting with the tenants to obtain personal information, provide an overview of the rules and regulations of the community and issue gate entry tags.

Any homeowner renting his home may not use any Leisure Knoll Association facilities during the time the home is rented but retains their right to attend any homeowners' meetings and vote in same, unless the homeowner gives their proxy to the tenant, or a third party.

Architectural Committee permits will only be issued to homeowners. Tenants are not permitted to make any exterior changes to the dwelling.

Additional rules for Tenants:

- Tenants must attend an orientation with the Leisure Knoll office staff.
- Tenants are not permitted in the community until the effective date of their lease.
- Tenants will be required to fill out a renter's registration form.
- Tenants and their guests must abide by the same rules, regulations, By-Laws, and restrictions as homeowners.

Tenants must understand problems concerning the dwelling, repairs, and rental issues must be handled exclusively with the landlord.

Failure to comply with any of the above rules and regulations will result in a \$300.00 fine (per violation) charged to the homeowner. Each week's continued violation shall constitute a separate additional violation. In the event an Owner is subject to a fine for failure to pay the rental fee to LKA, the rental fee shall be added to the initial week's fine, but shall not continue to accrue unless, during that same time, there is a change in Tenants.

RESIDENT REGISTRATION

Within ten (10) days of residency, new residents and renters must register with the Association in the Administration Office. New residents and renters will be required to present proof of their date of birth. Failure to comply with this rule will result in a two hundred and fifty dollar (\$250.00) fine. In the event a renter violates this or any rule in the LKA Handbook the owner will incur the fine. The owner will be held responsible for the renter observing the rules of the LKA Handbook.

SEWERS

Sewers are the responsibility of the Homeowners. In the event of sewer service disruption, blockage, overflow, or backup please contact DPW Sanitation Operations & Maintenance for a service person to respond to the situation. They will ascertain the reasons and responsibility for remedying the problem. The 24-hour Emergency Response number is 631-852-4109.

SIGNS

1. No owner of a unit or lot shall post or permit to be posted, a sign of any kind to public view except the following:
 - A. Family name of resident or residents of not more than two hundred forty square inches. No such sign shall be illuminated except by a non-flashing white light emanating from within or on the sign itself and shielded from direct view.
 - B. In the event of a resale, a "For Sale" sign of similar size may be displayed in a front window or door, or on the garage of the unit.
 - C. No Realtor's signs shall be permitted.

TEMPORARY HIRING OF RESIDENTS

Any resident offering his or her time and/or talent for the benefit of the community shall not receive any monetary compensation from the Board of Directors. Clubs and/or committees may hire entertainers from within the community

TREES

No homeowner or occupant shall plant any trees, bushes, shrubs or other plantings, or authorize the same to be done, on any portion of his Lot designed as common area. (See Article IX - Use of Property, Section 13).

UTILITIES

The homeowner is responsible for all utilities except basic family cablevision.

VEHICLE TAGS & CODES

The east gate (Kingston Drive) and the west gate (Sheffield Drive) will close between 11:00 pm and 5:00 am. All vehicles entering and exiting the community during those hours must do so through the **west gate (Sheffield Drive) only**. All emergency vehicles will be able to enter and exit the community through both gates. During the day – 5:00 am – 11:00 pm – the gates will remain open. Transparent windshield bar code tags will be affixed to your vehicle allowing you entrance into the community. Exiting the community requires no action on your part. Residents will be provided with up to two (2) tags which must be affixed by LKA maintenance. The windshield tag may not be removed; if it is, it becomes ineffective and will not permit entrance to the community. You will also be issued a personal 4-digit code. This will allow you to access through the entry gate (in addition to your vehicle tag), the LKA Rec Center, Craft Center and pool gate. You may also give this 4-digit code to relatives or friends in order that they may enter the gated community between 11:00 pm and 5:00 am.

VIOLATIONS/FINES

All homeowners and tenants shall comply with the Rules and Regulations of Leisure Knoll Association, Inc. Failure to comply therewith shall be grounds for monetary fines.

The Board of Directors may impose fines against homeowners for violations of the By-Laws and the Association's Rules and Regulations.

No owner or occupant or their guests shall interfere with contractors performing work or providing services for the Association within the community or engage in any form of conduct that interrupts, disrupts, or delays the contractor from performing its duties. Such conduct includes, but is not limited to, engaging in conversations with the contractor or its employees, attempting to direct or supervise the work, harassing workers or stalking the work site.

VOTING

General Elections: Residents of Leisure Knoll Association are registered in Election District Brookhaven #198. Voting machines are brought into the Recreation Center for the convenience of our residents. Anyone needing to register may do so in person at the Board of Elections in Yaphank or may mail in a registration form, which is available at various bank branches, the Ridge Post Office, or Longwood Library.

Resident Voting: In accordance with the Bylaws, member owners in “good standing” are entitled to vote on the affairs of the Association and in the election of the Board of Directors. Not more than one vote may be cast with respect to any home. When more than one person or entity holds an interest, the one vote shall be exercised as such persons mutually determine. Absentee ballots are available prior to election.

WORK ORDERS

Please call the Administration Office for routine maintenance work. If the Association is responsible, all requests will be completed in a timely manner.

APPENDIX A
ELECTION PROCEDURES AND RULES

1. Official ballots will be provided at the polling place in the Rec Building on the day of an election.
2. Each member in good standing shall be entitled to one vote per residence. Each eligible unit owner desiring to vote in person can come to the polling place between the hours of 9:00 am and 3:00 pm. Residents must go to sign in desk. Upon proper identification, that member will be given an official ballot to be marked appropriately according to members' preference and deposited in the ballot box.
3. Absentee ballots are to be filled out properly.
 - a. Official ballots must have box checked or crossed next to candidate any other markings will void ballots.
 - b. Ballot must be put into ballot envelope and sealed.
 - c. Ballot envelope must be put into addressed envelope, with **Attn: Election Committee** on it, sealed and must have a return address on envelope.
 - d. Envelope must be mailed or dropped off at Leisure Knoll Office in time for election. **If envelope has no return address, it will be considered null and void and must not be opened.**
4. The annual election shall be conducted by the L.K.A. Election Committee under the supervision of the Board of Directors of the Association. The voting list will be prepared in advance of the annual election and utilized for the purpose of distributing ballots and determining eligibility of candidates.
5. Ballots shall be tabulated by the Election Committee Chairperson with the assistance of the Election Committee. The Chairperson shall have complete control of carrying out procedures that are to be followed.
6. Secretary or appointed Director to be present. They are to assist the Chairperson if required.
7. No loitering will be allowed outside the polling area by association members.
8. No one will be allowed to cast a neighbor's vote.
9. Listing of candidates shall be as follows:
 - a. All incumbents shall be listed first in alphabetical order.
 - b. All other candidates by alphabetical order will be listed.
10. If a recount is required, only the accepted legal ballots will be in the recount, no other ballots will be used if not legal in original count.

All ballots are to be held in case of challenge for 30 days. Once a ballot has been declared invalid it will not be counted in a recount.

APPENDIX A
ELECTION PROCEDURES AND RULES (Cont'd)

11. Ballots that are mailed in or dropped off at the Main Office must be in time to be counted by the Election Committee no later than 1 pm on Election Day.
12. Any changes to Election Procedures and Rules that are requested must be given 90 days prior to Election Day and submitted to the Election Chairperson who will present the request to the Board of Directors. Board of Directors will have to approve 45 days prior to Election Day.
13. A form is needed when the final tally is accepted and must be signed off by Election Committee and witnesses.
14. Candidates may have one representative to witness counting of votes.
15. In case of a tie a new election will be held for the candidates that have tied only.

APPENDIX A (Cont'd)
NOTICE OF ANNUAL ELECTION OF THE
LEISURE KNOLL ASSOCIATION, INC.
TO BE HELD ON TUESDAY, SEPTEMBER __, 20__

TO: All Members of Leisure Knoll Association
FROM: The Board of Directors

Notice is hereby given that the Annual Election of Leisure Knoll Association will be held on Tuesday, September 7, 2010, in the Craft Center, Leisure Knoll, Ridge, N.Y. The polls will be open from 9:00 am to 3:00 pm.

A description of the Directorships open to election, the nomination procedure, and the rules governing the election are set forth below.

All members are urged to read this notice carefully in its entirety.

A. Directorships Open to Election

This year Election will be held for two (2) - three (3) year terms.

Therefore, there are two (2) openings for the Board of Directors.

B. Nomination Procedures - Article V
Section 4

1. Director Martha Stewart in accordance with the prescribed procedure for nomination of an incumbent Director addressed a letter to the Secretary of the Board stating their intention to seek re-election.
2. Oprah Winfrey and David Letterman have filed with the Board of Directors a written petition of nomination bearing the genuine signatures of not less than twenty-five (25) Leisure Knoll Association homeowners.
3. Resumes of the three (3) candidates are attached to this notice.

C. Rules Governing the Annual Election -
Art. III, Sec. 2, 6-10 of the By-Laws

The annual election will be conducted in accordance with the following procedures and all members of the Association are urged to familiarize themselves with the following rules, which will be strictly enforced.

1. **OFFICIAL BALLOTS WILL BE PROVIDED AT THE POLLING PLACE IN THE RECREATION BUILDING ON ELECTION DAY, TUESDAY, SEPTEMBER __, 20__.**

Each member in good standing shall be entitled to one vote per residence. Each eligible unit owner desiring to vote in person will come to the polling place between the hours of 9:00 am and 3:00 pm and go to the sign-in desk. Upon proper identification that member will be given an official ballot to be marked appropriately in accordance with that member's preference and then deposited in the ballot box at hand.

2. As stated on the Official Ballot and on the Proxy Form, the voter may cast one (1) vote for each of the two (2) vacancies. Cumulative voting is not permitted and will invalidate the ballot.

Sample

3. Article III, Section 8 of the By-Laws of the Association states "A member shall be deemed to be in good standing and entitled to vote at any annual meeting of the Association if, and only if, he shall have fully paid all assessments and fines made or levied against him and his unit by the Directors at least three (3) days prior to the date fixed for such meetings".

No member shall be permitted to vote in the event that he/she is in arrears in connection with any common charges, assessments or fines since the Association has sent out such delinquency notices in due course as the delinquency occurred. It is the responsibility of each member to make certain that he/she is current in his/her common charges. Under no circumstances will any member be permitted to vote at the annual election if the record of the Association indicates that he/she is in arrears in common charges. Members in good standing and entitled to vote shall be permitted one (1) ballot per unit.

4. The annual election shall be conducted by the L.K.A. Election Committee under the supervision of the Board of Directors of the Association. The voting list will be prepared in advance of the annual election and utilized for the purpose of distributing ballots and determining arrearages in common charges.
5. Ballots shall be tabulated by the Secretary of the Association with the assistance of the Election Committee. Each nominee shall be permitted to appoint one representative to be present at the tabulation of the ballots. No candidate shall be permitted to be present during the ballot tabulation.
6. Association members may not linger in the polling place after casting their ballots. The cooperation of every member is requested.

D. Instructions on Use of Proxy

Official Proxy form has been mailed to outside homeowners and Absentee residents.

1. In the event a unit owner is unable to go to the Polling Place in person but wishes to register a vote - he/she may do so by using the attached Proxy Form. If you are going to register a vote in person, an Official Ballot will be provided at the Polling Place on the day of Election.
2. **Instruction for mailing Proxy Form is as follows:**
 - **Insert completed Proxy Form in small envelope marked Ballot and seal it. Do not sign Ballot.**
 - Insert sealed Ballot envelope in the large envelope addressed to Leisure Knoll Association and mail it. You must put your name and return address **only** on the **outer envelope** addressed to Leisure Knoll. This helps to ensure only one Ballot per household. **Absence** of name and return address will **invalidate** your Proxy.

THE RESULTS OF THE ELECTION WILL BE ANNOUNCED AT THE ANNUAL MEETING OF LEISURE KNOLL ASSOCIATION, ON WEDNESDAY, SEPTEMBER __, 20__ AT 7:00 PM.

Enclosures:
List of Candidates
Proxy Form
Resume of Candidates

**Secretary
Board of Directors**

sample

APPENDIX A – ELECTION PROCEDURES & RULES (cont'd)

LEISURE KNOLL ASSOCIATION, INC.

SEPTEMBER 7, 2010

sample

List of Candidates

for Director of Leisure Knoll Association, Inc.

Martha Stewart

Oprah Winfrey

David Letterman

**Election will be held on Tuesday, September 7, 2010
at the Craft Center from 9:00 am to 3:00 pm**

APPENDIX A – ELECTON PROCEDURES AND RULES (cont'd)

LEISURE KNOLL ASSOCIATION, INC.
SEPTEMBER 7, 2010

OFFICIAL PROXY FORM

For Election of Two (2) Directorships

I, as Unit Owner, cast my vote for two (2) Directors of Leisure Knoll Association As follows:

- ☐ Martha Stewart
- ☐ Oprah Winfrey
- ☐ David Letterman

sample

APPENDIX A – ELECTION PROECURES AND RULES (cont'd)

LEISURE KNOLL ASSOCIATION, INC.

MEET THE CANDIDATES NIGHT

Wednesday, September 1, 2010

7:00 PM - 8:30 PM

Sample

Residents will be allowed to bring prepared questions on index cards to Candidates Night. Cards will be collected at the door by members of the Election Committee and read by a moderator.

AGENDA

7:00 - 7:30 PM Each candidate will have up to three (3) minutes to present his platform.

7:30 - 8:00 pm Moderator will read questions from index cards - two (2) minutes response limit. Questions from index cards must be directed to all candidates.

8:00 - 8:30 pm Questions from audience can be directed to any or all candidate(s) - two (2) minute response limit.

CANDIDATES

Martha Stewart

Oprah Winfrey

David Letterman

APPENDIX B

THE APPLICATION OF THE ASSESSED PENALTIES FOR VIOLATIONS OF THE BLUE BOOK OF LEISURE KNOLL

In accordance with Article XI, Section 3, page 11 and Article IV, Section 8, page 18 of the Declarations of Covenants, Restrictions, Easements, Charges and Liens, By-Laws, Rules and Regulations the Board of Directors have approved the following procedures for assessing penalties for each **VIOLATION**, of the Covenants, Restrictions, Easements, Charges & Liens, By-Laws, Rules and Regulations.:

First violation of the Covenants, Restrictions, Easements, Charges & Liens, By-Laws, Rules and Regulations, a letter will be sent by registered or certified mail to the homeowner stating the violation.

Second occurrence of the same violation the homeowner will be assessed a penalty of \$100.00.

Each occurrence of the same violation thereafter the homeowner will be assessed a penalty at the next hundred-dollar amount.

Furthermore, if these violations are not corrected or assessed penalties are not paid within 30 days an additional assessment of \$100.00 will be added monthly to the original penalty until the assessment is paid.

The effect of non-payment of assessed penalties; the personal obligation of unit owner; the lien, remedies of association. If any assessment is not paid on the date when due (being the dates specified in Section 4 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot, which shall bind such Lot in the hands of the then unit Owner, his heirs, devisees, personal representatives, successors and assigns.

If the assessment is not paid within thirty days after the delinquency date the Association may bring legal action against the then Unit Owner personally obligated to pay the same or may enforce the lien against the property and in the event of a judgement is obtained such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

The Architectural Guidelines are an enhancement of Article IX of the Covenants. Violation of the Architectural Guidelines will have a separate procedure for assessing penalties. These procedures supersede all other fine procedures.

The Board of Directors believes this action is necessary in order to ensure that this community retains its high quality of life and its real estate values. Every member should read and understand the Declaration of Covenants, Restrictions, Easements, Charges and Liens, By-Laws, Rules and Regulations, LKA Handbook and the Architectural Guidelines.

Thank you for your cooperation in this matter. Together we can keep this a great community.

APPENDIX B (cont'd)

LEISURE KNOLL ASSOCIATION, INC. VIOLATIONS AND ASSOCIATED FINES

VIOLATION	ASSOCIATED FINE
• Making improvements or changes to a resident home or lot without prior Approval from the Architectural Committee.	\$300.00
• Failure to use <u>approved</u> materials on the exterior of a resident home or deviation from material submitted to the Architectural Committee for approval.	\$300.00
• Violating interior work policy (See Architectural Guidelines for Exterior/Interior Work)	\$300.00
• Violation of Rental Policy	\$300.00
• Failure to register as a new resident	\$250.00
• Unauthorized use of common property	\$100.00
• Non-conforming trees, shrubs and foundations plantings. (See Architectural Guidelines & Guidelines for Exterior/Interior work)	\$100.00
• Keeping unauthorized, unlicensed, or commercial vehicles on a resident lot or on the Association streets or parking lots.	\$100.00
• Harboring or feeding stray, wild, undomesticated animals to the detriment of one's neighbors or failure to keep a pet under supervision thereby allowing soiling and damage to common property, neighbor properties, Association streets and parking lots.	\$100.00 + liable for property damage
• All other violations of the rules not listed above	\$100.00

APPENDIX C

LEISURE KNOLL ASSOCIATION

AREAS OF RESPONSIBILITIES CONTINUED BOARD OF DIRECTORS

AREAS OF RESPONSIBILITIES

2023 / 2024

Name & Position

President

Susan Ehmer

Term Expiration 2025

Responsibilities

Personnel

Legal

Tri-Community Meeting

Special Assignment

Future Plans

Insurance

Check Signatory

Backup Director:

Dan Gorwitz

Dan Gorwitz

Edie Reinwald

Board of Directors

Board of Directors

Dan Gorwitz

Vice President

Dan Gorwitz

Term Expiration 2024

Pool

Anthony Macri

Secretary

Edie Reinwald

Term Expiration 2026

Board Minutes

Directors' Intercoms

Community Newsletter

Election Committee

Gazebo News

Check Signatory

Office

Office

Office

Office

Office

Treasurer

Joan Haines

Term Expiration 2024

Budget & Finance

Contract Manager

Bus

Blue Book

Sue Ehmer / Dan Gorwitz

Office

Dan Gorwitz

Diane Costello

Director:

Diane Costello

Term Expiration 2026

Responsibilities

Social Functions

Garbage

Cablevision

Backup Director:

Edie Reinwald

Dan Gorwitz

Susan Ehmer

**LEISURE KNOLL ASSOCIATION, INC.
BOARD OF DIRECTORS
2023 / 2024**

<u>Director:</u>	<u>Responsibilities</u>	<u>Backup Director:</u>
Nick Scialo Term Expiration 2025	Snow	Dan Gorwitz
	Audio / Visual	Joan Haines
	Maintenance	Dan Gorwitz
	LKA Community Clubs	Joan Haines
	Landscaping	Diane Costello
	Use of Facilities	Dan Gorwitz
Anthony Macri Term Expiration 2025	Woodshop	Dan Gowritz
	Street Lights	Diane Costello
	Security / Gates	Dan Gorwitz
	Driveway	Nick Scialo
	Concrete	Nick Scialo
	Drainage	Dan Gorwitz
	Outdoor Recreation	Dan Gorwitz
	Roads	Dan Gorwitz
	Architectural Committee Liaison	Dan Gorwitz

NOTE:

RESIDENTS ARE ENCOURAGED TO CALL THE OFFICE AT 744-6000

APPENDIX D

LEISURE KNOLL BUS SCHEDULE Effective 2022

TUESDAY – PM BUS (EACH WEEK)

4 hrs.

TIME: 12:30 pm

DESTINATION: Yaphank & Middle Island

Walmart Yaphank, King Kullen Shopping Center,
Middle Island

RETURN TO LEISURE KNOLL: 4:30 pm

THURSDAY – AM BUS (EACH WEEK)

3 hrs.

TIME: 10:00 am

DESTINATION: Port Jeff Station

Shop Rite/TJ Max Shopping Center, Meat Farms

RETURN TO LEISURE KNOLL: 1:00 pm

FRIDAY – AM BUS (2ND FRIDAY ONLY)

3 hrs.

TIME: 11:30 am

DESTINATION: Lake Grove (Smith Haven Mall)

RETURN TO LEISURE KNOLL: 3:30 pm

ROTATE EVERY OTHER MONTH TO RIVERHEAD - Tanger Area, Christmas Tree Shop Area,
Costco, Marshalls/Home Goods

SEE LKA MONTHLY CALENDAR FOR FRIDAY SCHEDULE

* All times are subject to change

BUS REGULATIONS

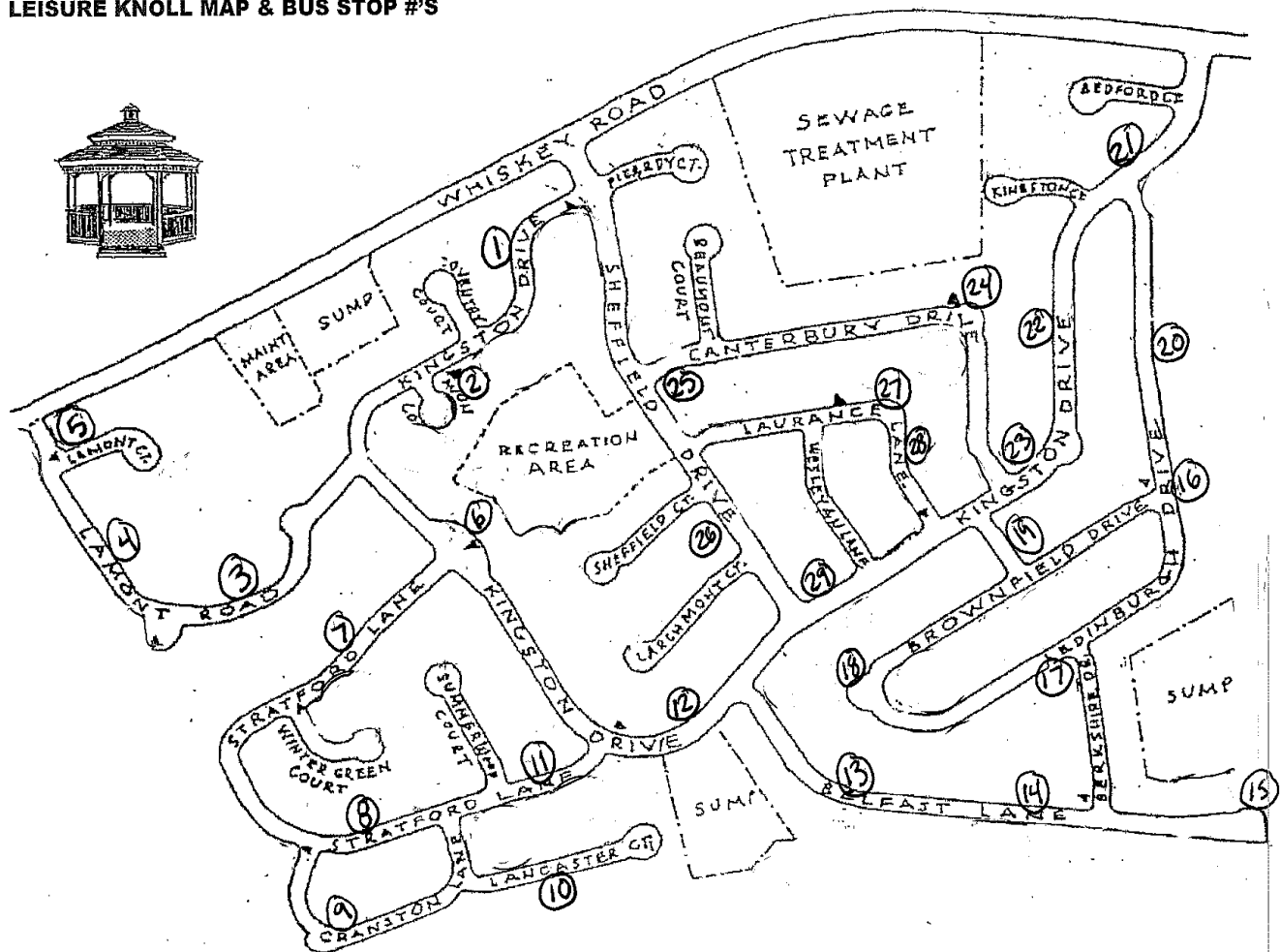
- Residents will board bus only at designated stops nearest their home. If you require an aide, they will be allowed to board as well.
- Bus driver must drive to all bus stops on pick-up runs. On return runs, bus driver will stop at passenger's homes, **but only on the return trip.**
- First bus stops will be reversed every other week.
- No reserved seats, no standees.
- **There will be no bus run on Labor Day, Thanksgiving Day, Christmas Day and New Year's Day, Memorial Day, Independence Day. There will be no "Make-up" Bus for any of the above days.**
- If snow occurs and local schools are closed, the bus will not run. **Note: No make-up days for "snow" days.**
- No packages on seats, please

APPENDIX D

STREET MAP OF THE COMMUNITY INDICATING BUS STOPS

Below is a street map of Leisure Knoll. All the circles found throughout the map are designated bus stops. Alternating weeks, the bus route begins either at Bus Stop # 1 or Bus Stop # 25 and follows through accordingly. Check your monthly calendar for this information. Please note that you must be at the bus stops at the start time. The bus does not go back into the community to pick up passengers that have missed the bus.

LEISURE KNOLL MAP & BUS STOP #'S



APPENDIX E FORMS

- (1) Resident Information Form
- (2) Registration Form
- (3) Tenant Registration Form
- (4) Tenant/Homeowner Agreement
- (5) Acknowledgement Form
- (6) Phone Directory Information
- (7) Emergency Medical Information
- (8) Application for Exterior Work Permit
- (9) Disclaimer Form (Exterior Work)

CONFIDENTIAL

LEISURE KNOLL ASSOCIATION, INC.

RESIDENT INFORMATION FORM 2023

Location of Premises: House Number _____ Street Name _____

Leisure Knoll's regulations restrict full-time occupancy to three members per household, one of whom must be at least 55 years of age. None may be under the age of 19 years. Temporary resident guests, of any age, shall not exceed three months' duration. Any qualifying resident guest whose stay exceeds three months should be listed on this form. If necessary, please use the other side of the form for comments.

Name of owners: _____

Full name of occupants: _____

Relationship to owner

Relationship to owner

Relationship to owner

Telephone Number _____ E-Mail _____

Is owner retired? _____ Occupation before retirement? _____

Snowbird Information: House is unoccupied from _____ to _____

If medical conditions require immediate snow removal of driveway, a Doctor's certification is required for chemo, dialysis, etc. and days for treatment.

Do you have an up-to-date next-of-kin card on file in the office? Yes _____ No _____

Does anyone residing in this house require any of the following?

Wheelchair _____ Dialysis Machine _____ Oxygen _____

Additional information you may wish us to know in an emergency? _____

Assisted living personnel: Live in Assistant _____ Temporary Assistant _____

Hobby and/or special skills any occupant may have? _____

The information provided herein is true and correct as of this date and I agree to notify Leisure Knoll management promptly of any change in the future.

Signature

Date

**LEISURE KNOLL ASSOCIATION, INC.
REGISTRATION FORM
MONTHLY COMMON CHARGE \$335.00 PER MONTH**

INFORMATION RECORD:

OWNER'S NAME(S) _____

OCCUPANTS NAME(S) _____

ADDRESS: _____

OF ALL OCCUPANTS: _____

HOME PHONE #: _____ CELL PHONE #: _____ WORK PHONE #: _____

PETS: DOG / CAT AGE OF PET: _____

MOVE IN DATE: _____ REGISTRATION DATE: _____ CLOSING DATE: _____

SELLER'S NAME: _____

I agree to abide by the Leisure Knoll Association Declaration of Covenants Restrictions, Easements, Charges and Liens By-Laws, Rules and Regulation.

SIGNATURE OF OWNER: _____

OFFICE USE ONLY

LICENSE PLATE # (S) _____

MAKE / MODEL OF CAR _____

COLOR OF CAR: _____

COPY OF DRIVERS LICENSE y / n

VEHICLE TAG #: _____

POOL PASSES: (HO) _____ / (G) _____

PERSONAL 4 DIGIT CODE: _____

REGISTRATION FEE: \$350.00 - PAID BY CHECK # _____

RECEIVED BY: _____ DATE: _____

OFFICE USE ONLY

cc: Jeri Bove
197 Canterbury Drive

**Arrange Visit from
Welcome Comm.**

☐ Yes ☐ No

Resident Folder

**LEISURE KNOLL ASSOCIATION, INC.
TENANT REGISTRATION FORM**

TENANT (RENTER) NAME(S) _____

NUMBER OF OCCUPANTS: _____

ADDRESS: _____

PHONE: (H) _____ (C) _____ (W) _____

PETS: DOG/CAT AGE OF PET: _____

MOVE IN DATE: _____ REGISTRATION DATE: _____

HOMEOWNERS NAME : _____

HOMEOWNERS ADDRESS: _____

HOMEOWNERS PHONE: (H) _____ (C) _____ (W) _____

I agree to abide by the Leisure Knoll Association Declaration of Covenants Restrictions, Easements, Charges and Liens By-Laws , Rules and Regulations.

SIGNATURE OF TENANT: _____

FOR OFFICE USE ONLY

LICENSE PLATE # (S) _____

MAKE / MODEL OF CAR _____

COLOR OF CAR: _____

COPY OF DRIVERS LICENSE y/n

VEHICLE TAG #: _____ PERSONAL 4 DIGIT CODE: _____

POOL PASSES: (HO) _____, _____, _____ / (G) _____, _____, _____, _____, _____

LEASE EXPIRATION DATE: _____

RECEIVED BY: _____ DATE: _____

FOR OFFICE USE ONLY

cc: Jerri Bove

197 Canterbury Drive

Arrange Visit from Welcome Committee

Resident Folder

☐ Yes

☐ No

LEISURE KNOLL ASSOCIATION, INC.
TENANT/ HOMEOWNER AGREEMENT

HOMEOWNERS NAME: _____

HOMEOWNERS MAILING ADDRESS: _____

PHONE: (H) _____ (C) _____ (W) _____

TENANTS NAME: _____

TENANTS ADDRESS: _____

PHONE: (H) _____ (C) _____ (W) _____

SIGNATURE OF HOMEOWNER: _____

By signing the above, I the homeowner, understand and agree to the following Leisure Knoll Association Declaration of Covenants, Restrictions, Easements, Charges and Liens By-Laws, Rules and Regulations:

- Homeowner's who rent and/or lease must provide the Leisure Knoll Board of Directors with a copy of the Town of Brookhaven's Rental Permit and a copy of a fully executed Lease Agreement between the homeowner and their tenant and any extension of renewal thereof.
- An annual administration fee of \$1000.00 is required.
- Homeowners shall make certain that the tenant registers with the Administration Office to show proof of age prior to moving in. Failure to do so, the owners shall be assessed a fine.
- The owners are required to maintain liability insurance coverage for the term of the lease for said home.
- Homeowners will insure that the tenant is aware of all the rules and regulations of the Leisure Knoll Association.
- The home owner will be assessed for all fines incurred by their tenant.

FOR OFFICE USE ONLY

RENTAL FEE: \$1000.00 - PAID BY CHECK # _____ Paid by Homeowner

COPY OF TOWN OF BROOKHAVEN PERMIT ☐ YES ☐ NO

DATE T of B PERMIT WAS ISSUED: _____ DATE T of B EXPIRES: _____

COPY OF LEASE AGREEMENT ☐ YES ☐ NO

DATE LEASE AGREEMENT WAS ISSUED: _____

LEASE EXPIRATION DATE: _____ EXTENSION DATE: _____

RECEIVED BY: _____ DATE: _____

Leisure Knoll Association, Inc.

We/I have received information regarding:

- 1. Architectural Control & Regulations**
- 2. Billiard Room Key**
- 3. LKA Handbook**
- 4. Driveway Replacement Policy**
- 5. Garbage Disposal**
- 6. LKA Cablevision Policy & In-House Cable TV Info**
- 7. Leisure Knoll Bus Schedule**
- 8. Pet Policy**
- 9. Phone Directory**
- 10. Pool Passes**

I have received a copy of the LKA Handbook which is to be returned to the Admin Office upon sale of the home.

By Signing this form, I (we) acknowledge receipt of above documents and agree to comply with regulations therein.

Owner/Resident Signature

Date

Tenant (Renter) Signature

Date

cc: Resident File

710 Whiskey Road • Ridge, NY 11961 • Tel. (631) 744-6000 • Fax (631) 744-9791

Date Visited _____

By _____
(Initial)

PHONE DIRECTORY INFORMATION SHEET
(Please Print)

Note:

- List names of ALL residents
- You may use either your legal name or your nickname
- Indicate UNLISTED if you do not want your phone number or e-mail address printed in the directory. LKA office must have the phone # on file in the event we need to contact you.

Last Name _____ First Name(s) _____

E-mail address: _____

Address _____ Former Owner _____

Phone Number _____

Previous town of residence _____

I have received a copy of the current PHONE DIRECTORY

Signature

Date

**HEALTH CARE
EMERGENCY MEDICAL INFORMATION**

FOR WHOM: (911) and any Emergency Paramedic Team sent to your home.

WHO SHOULD POST IT: Residents who live alone or might be alone for a certain period or might not be able to communicate when the need arises. ANY resident who has a critical medical history.

WHERE: On the door or side of your refrigerator, but be sure to tell your friends, family and neighbors it is there.

YOUR NAME: _____

SOC. SEC. NO.: _____ RELIGION: _____

YOUR DOCTOR'S NAME & PHONE #: _____

FROM WHICH HOSPITAL DO YOU RECEIVE MEDICAL CARE (if any) _____

LIST YOUR MEDICAL COVERAGE: _____

PLEASE NOTIFY (if necessary): _____

Include Relationship & Phone Number

HEALTH INFORMATION

BLOOD TYPE: _____ CURRENT MEDICATIONS: _____

ALLERGIES TO MEDICATIONS: _____

HAVE YOU BEEN TREATED FOR:

- | | | |
|--|--|---|
| <input type="checkbox"/> Anemia | <input type="checkbox"/> Epilepsy | <input type="checkbox"/> Sinus Trouble |
| <input type="checkbox"/> Abnormal Blood Pressure | <input type="checkbox"/> Heart Trouble | <input type="checkbox"/> Stroke |
| <input type="checkbox"/> Arthritis | <input type="checkbox"/> Hepatitis | <input type="checkbox"/> Tuberculosis or lung disease |
| <input type="checkbox"/> Asthma or Hay Fever | <input type="checkbox"/> Jaundice | <input type="checkbox"/> Ulcers |
| <input type="checkbox"/> Diabetes | <input type="checkbox"/> Rheumatic Fever | <input type="checkbox"/> Any Other |

COMMENTS:

**LEISURE KNOLL ASSOCIATION, INC.
APPLICATION FOR EXTERIOR WORK**

Date: _____ **Permit#:** _____ **Model:** _____

This application will not be accepted for consideration until all parts are completed and requested information is attached. Application must be in triplicate. No work may be started until this application is approved by the Architectural Committee. Violation of this rule will result in a **Three Hundred Dollar (\$300.00)** fine to the homeowner.

Owner's Name _____ Address _____ Phone # _____

Contractor's Name _____ Address _____ Phone # _____

Suffolk License # _____ Liability Insurance Expiration Date _____ Workman's Compensation Expiration Date _____

REQUIREMENTS

1. Application is made for the purpose of _____
_____ (provide sample of paint, roof & vinyl siding)
2. Attached to this application must be the following:
 - A copy of the contractors Certificate of Liability & Workman's Compensation Insurance **listing the homeowner as the certificate holder.**
 - A Copy of the survey and diagram for all exterior and structural changes; include all measurements.
3. Any debris generated by the contractor **must** be removed by the contractor.
4. Work to be performed between the hours of 8:00 am and 6:00 pm, Monday through Saturday. The application understands and agrees that any change or addition must not interfere with the Association's normal maintenance operations. **No work is to be performed on Sunday or Legal Holidays.** It is the homeowner's responsibility to notify the contractor of this rule. Violations of this rule will result in a **Three Hundred Dollar (\$300.00)** fine.
5. For homeowners doing work themselves or being assisted by family members, etc. in addition to the requirements of Leisure Knoll's By-Laws, they are totally responsible for obtaining all building and other permits and for making certain that all work complies with local building codes and any government agency code having jurisdiction over proposed changes. In addition, they are required to sign a form to hold Leisure Knoll harmless from any damages or injury which may result. This form can be obtained from the Architectural Committee or the Administration Office.
6. In the event the work fails to comply in any respect with this permit, the Association has the right to remedy the defect as it sees fit. If the owner fails to correct such defect within thirty (30) days of official notification, the Association shall correct such defect and all associated costs shall be borne by the owner and applied to his/her account.

Homeowner's Signature: _____

THIS APPLICATION HAS BEEN **APPROVED:** _____ **DISAPPROVED:** _____

Architectural Committee: _____ Date: _____

Completion Date: _____

WHEN WORK IS COMPLETED CALL 631-929-5628 -LEAVE A MESSAGE

LEISURE KNOLL ASSOCIATION, INC.

ARCHITECTURAL COMMITTEE

PERMIT # _____

DISCLAIMER

I hereby hold harmless Leisure Knoll Association, Inc. from any damage or injury which may result by reason of my participation in the exterior work done at:

Homeowner's Address

as requested in Paragraph 5 of the Application for Exterior Work submitted by:

Homeowner's Name

Print Name and Address of Worker

Signature of Worker

Signature of Homeowner

Date:

Date:

Relationship to owner: _____

**ARCHITECTURAL GUIDELINES
AND
GUIDELINES FOR EXTERIOR/INTERIOR WORK
As of December 2019
(The following guidelines supersede all others)

FOR THE ARCHITECTURAL COMMITTEE

OF LEISURE KNOLL**

This manual has been created and amended to establish general guidelines to help the Architectural Committee implement the rules as invoked in the LKA Handbook. This manual supersedes all previous editions. It is the intent of this manual to reasonably cover all types of request categories but may be amended as the need arises with the approval of the Board of Directors.

The following two articles are taken directly from the Declaration of Covenants, Restrictions, Easements, Charges and Liens of the LKA Handbook.

Article VIII Architectural Control

Please refer to page 8 in the **DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,
CHARGES AND LIENS
BY-LAWS
RULES AND REGULATIONS**

Article IX Use of Property

Please refer to pages 8 through 10 in the **DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS,
CHARGES AND LIENS
BY-LAWS
RULES AND REGULATIONS**

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Attachments: "A", "B", "C", "D"

GUIDELINES FOR EXTERIOR AND INTERIOR WORK
As of December 2019
(the following guidelines supersede all others)

Painting or Replacing Siding, Trim or Exterior Shutters:

Any application for exterior work activities MUST be accompanied by manufacturer's sample color and material chips. These chips will be compared against an approved LKA color chart. A combination of complementary colors is recommended when selecting colors for house (siding), trim, doors, shutters and roofing. Any deviations from approved LKA color chart will be forwarded to the LKA Board of Directors for approval before the permit can be issued. Notice will be in writing (issuance of permit).

Note: Dutch lap siding is permitted. Vertical or diagonal siding is not permitted. Exterior shutter style choices must be submitted to the LKA Architectural Committee for approval.

Outside Lighting:

Conventional and decorative low profile (electric or solar) fixtures may be used around flower beds and tree walks providing they do not interfere with the maintenance of lawns. Security lights are permitted. Lamp posts may be permitted on a case-by-case basis. Spotlights are not permitted.

Skylights, Solar Tubes & Solar Panels:

Standard skylights, solar tubes and solar panels are permitted with prior approval of the Architectural Committee. A permit application must be submitted to the Architectural Committee detailing the type and location of the item being installed, together with drawings, technical information, installer's licensing, and insurance information before a permit will be issued. Consideration will be given to locations recommended by the installer for maximum efficiency. The impact on the visual appearance to the community will also be evaluated. The removal of any trees for maximum solar efficiency must be approved by the Board of Directors.

Lawn Sprinkler Systems:

Whether installing new or modifying existing lawn sprinkler systems, the plan must be approved by the Architectural Committee and the permit application should include the lot plan. All underground wires and/or cables must be flagged for T.V., electric, telephone systems and water lines. Outdoor pipes must be installed at least two (2) inches underground so as to not interfere with normal ground maintenance. Outside pipes connecting to the indoor water service should not be more than thirty (30) inches above ground and must go directly into the ground unless an outside obstruction such as a cement patio, paver stones, etc., prevent this. In such an instance, the outside piping may be placed horizontally to proceed past the obstruction, but not more than six (6) inches above the level of such obstruction. A schematic prepared by the contractor must be submitted with the permit application clearly highlighting all underground wires and water lines.

Roof Shingles:

Roofing material shall be asphalt or fiberglass; the color is to be approved by the Architectural Committee prior to installation. All roof shingles should have a wind test rating of 110 miles per hour. A detailed description including color, manufacturer and type of shingle are required on permit applications.

Windows:

Windows can only be bay, bow, single or double hung, sliding or casement type. Casement windows will not be permitted if their installation impedes lawn care operations. All other window types are not permitted. A detailed description of the window to be installed must accompany the permit application.

Garage Doors:

A description or photo of the desired garage door must be submitted with the permit application. All garage doors must meet safety regulations and have safety stops and an electronic eye as required by law.

Exterior Doors:

A description or photo of the desired exterior door must be submitted with the permit application. Exterior doors may include storm and screen doors.

Room Additions:

Each permit application must be reviewed by the Architectural Committee and will be decided on a case-by-case basis. Plans must be submitted together with the contractor's licensing and insurance information along with the permit application. Extensions, additional rooms, or canopies will not be permitted if they are on the side of the home opposite the kitchen or side patio area of the neighboring home. This requirement is to ensure some outside dining area privacy between homes. Homeowners must receive Architectural Committee approval prior to Town of Brookhaven approval. All Certificates of Occupancy or other Town requirements are between the homeowner and the Town. Be informed, however, that the lack of a C.O. or other required Town documents may delay the future sale of the premises. When received, a copy of the Certificate of Occupancy should be given to the Architectural Committee to be included in your file. (See Building Permits below)

Building Permits:

Building permits must be obtained by the homeowner from the Town of Brookhaven prior to the commencement of work. Homeowners must first apply to the Architectural Committee (as above) before going to Town, however, the actual Architectural Committee permit will not be issued without seeing a current copy of the Town of Brookhaven's building permit.

Alterations:

All alterations and additions require approval of the Architectural Committee as outlined above in "Room Additions" and "Building Permits".

Property Lines:

No additions to homes may be built within three (3) feet of the property line. Please refer to above guidelines.

Certificates of Occupancy:

As stated above in "Room Additions" a Certificate of Occupancy must be obtained by the homeowner and should be given to the Architectural Committee for placement in their file.

Awnings:

Awnings fixed or roll-up fabric, are permitted over patios after prior approval of the Architectural Committee. A sample of the fabric color, description, size, whether manual or electric, and maximum wind tolerance ratings must accompany the permit application. The contractor license and insurance information must also be submitted.

Cement:

All cement work requires a permit application, together with a copy of the lot plan and a drawing of the project to be undertaken prior to the start of work. The cement should be standard light gray. Any other material such as patio blocks or pavers or similar products must be approved by the Architectural Committee.

Laundry Lines:

Laundry lines or poles (with or without personal effects/laundry) are never permitted.

Antennas:

No radio, television or similar towers or lines above the ground shall be erected on any lot or attached to the exterior of the unit. Satellite dish antennas require approval of the Architectural Committee and shall not exceed a maximum diameter of eighteen (18) inches.

Trees, Shrubs and Plantings

Trees on private property are the responsibility of the property owner. Board approval and a permit from the Architectural Committee are required for work on all trees in Leisure Knoll. The Association performs work on trees on common ground.

Should a member request that a tree be removed or trimmed, the following procedures will be employed:

1. The member will request tree work through the Administration Office and a work order will be issued. The tree will be placed on the tree inspection list.
2. The tree will be inspected by a representative of LKA to determine if it is on common ground. Trees on common ground will be inspected to determine whether the work is necessary. Our maintenance staff will perform necessary tree trimming that is safely accessible from the ground as well as the removal of small dead, hazardous, diseased or inspect infested small trees. Work on large trees on common ground is performed by a licensed Arborist.
3. Large trees and trees whose health and/or structural integrity cannot be determined, will be referred to a licensed Arborist for inspection. Should the Arborist determine the tree is not healthy and should be removed or trimmed, it will be added to the arborist's work list. The recommended work will be performed at Association expense for trees on common ground.
4. If the Arborist deems that a tree is healthy and there is no other reason to remove or trim it, the Association will not, as standard practice, approve or perform the requested work.
5. A member may appeal the Arborist's determination or request to work on trees on their private property to the Board of Directors in writing, stating the reason(s) for removing or trimming the tree(s) at the member's expense.
6. Should the Board grant permission to work on the tree(s), an approval letter will be issued which must be submitted to the Architectural Committee with a completed Application for Exterior Work. Work may not begin until a permit is issued and will be at the member's expense. For tree removals in lawn areas, stump grinding, and remediation of the surrounding area are required also at the member's expense.

7. Approval for tree removal as described in Item 6 will require reimbursement to the Association by the member for planting of a replacement tree from the Approved Tree List. The replacement tree may be planted at the site of the removal or another location on "The Properties" selected by the Board.

Fruit trees of non-ornamental varieties and all plants on the Suffolk County "Do Not Sell/Transfer List" are considered a nuisance and may not be planted anywhere on "The Properties" except for any listed on the "Approved Tree List". (**See Attachment C**)

Foundation Plantings & Garden Beds:

Foundation plantings and garden beds will be evaluated on a case-by-case basis. A copy of the survey and building's footprint showing the placement of the plantings and beds must accompany the permit application. Decorative garden bed retaining walls should not exceed eighteen (18) inches in height.

Tree & Shrubbery:

All planting and/or removal of trees and shrubs must be approved by the Architectural Committee and the Board of Directors and decisions will be made on a case-by-case basis. Tree and shrub planting locations must be approved by the Architectural Committee and require a permit application. Tree removal is not permitted without the express consent of the Architectural Committee and the Board of Directors. Permit applications require a copy of the survey and building's footprint and the location of the proposed plantings. Replacement trees will be in accordance with the approved tree list found in **Attachment "C"**.

Privacy Screens:

Subject to the provisions herein, a manufactured privacy screen is permitted as part of landscaping but shall not be a totally enclosed partition. A permit application must be submitted to the Architectural Committee and after approval a privacy screen may be placed around the rear or side patio and/or deck and are not to be construed as a property line boundary. Privacy screen guidelines are as follows:

- The screening shall be white vinyl.
- A maximum height of no more than six (6) feet from the ground, slab or deck to the top. Ornaments and finials must not be greater than six (6) inches above the screening.
- A maximum of six (6) inches of open space is allowed at bottom of the screen and a minimum of three (3) feet of open area is required for access to the patio or deck. The posts must be of the same material and color as the screen.
- In certain instances, small patio areas may be enclosed with screening no more than three (3) feet in height with spindles as stated in the "Decorative Hand Railings" section below and gates to these areas may be permitted with the understanding that once the area is enclosed, maintenance of the area is the sole responsibility of the homeowner and will not be cleaned or blown free of leaves or debris or otherwise maintained by lawn care professionals or LKA.
- A clear picture of the proposed material to be used must be presented with the permit application; a catalog picture from a dealer is acceptable. Attachment "A" herein identifies sample pictures of acceptable types of screening beginning with the 900 series, along with the type of posts. Attachment "A" may be changed from time to time as needed.
- Shrubs may be substituted for the white vinyl screening and must be maintained by the property owner.
- Areas that back up to properties not within LKA boundaries and that border along existing drainage basins may be screened with stockade fencing only.

Privacy screening for patios will be permitted on a case-by-case basis. Privacy screens must be constructed so as not to have more than two (2) sides which should be joined at a ninety (90) degree angle. The open end must be no less than three (3) feet wide to provide safe access to the home as well as lawn maintenance equipment. All support and end columns must be free standing and cannot be affixed to the building. All privacy screens require a permit from the Architectural Committee and must be accompanied by the property survey showing the footprint of the building and a sketch of where the screening will be placed. No privacy screens are permitted in front of any home.

Each application will be reviewed on a case-by-case basis.

Decorative Hand Railings:

A permit application is required for the installation of decorative hand railings. Hand railing must be of a white vinyl type with open spindles not more than three and three-quarters (3 and $\frac{3}{4}$) inches apart. The maximum height for such railings is three (3) feet and they shall not extend beyond the existing limits of the building. All decorative hand railings must have a rail on the top.

Signs:

No signs may be displayed on any unit or lot with the exception of a family name sign of not more than 240 square inches. A "For Sale" or a "For Rent" sign of 9 x 12 inches may be displayed in the front window, front door window or on the garage door of the unit.

Air Conditioning Units:

Portable air conditioners installed in a window or mounted through a wall are not permitted. However, portable room air conditioners that can be window vented are permitted provided the venting hose or otherwise does not protrude outside of the window. Permanently installed central air conditioning is permitted.

Patios:

Rear patios should be constructed of cement or patio blocks set in sand with a cement base. Any coating applied to cement patios must be of the no-slip type. Treated wood decks no higher than six (6) inches are permitted. There must be a six (6) foot buffer of grass between homes. Patios cannot exceed the width of the rear of the home with a depth that complies with the aforementioned buffer zone between homes. Therefore, if two homes are back-to-back neither can construct a patio of the size that would enter the six (6) foot buffer zone.

Front patios that were installed by the developer as part of the original design cannot be changed in size. No new front patios are permitted.

Side patios will be addressed on a case-by-case basis providing they adhere to the six (6) foot buffer zone guidelines outlined above.

Permit applications must be made to the Architectural Committee for all patio work whether it be new or existing. All applications must have the lot plan, building footprint and a drawing of the patio design attached and as previously stated permits will be granted on a case-by-case basis.

Wood Burning Stoves, Pellet Stoves, Fireplaces and Chimneys:

Wood burning stoves, pellet stoves, fireplaces (either conventional or heatilator types) and their chimneys must be approved by the Architectural Committee. Approval must be obtained by the Town of Brookhaven and submitted with the permit application before an Architectural Committee permit is actually issued. All Town of Brookhaven codes and guidelines pertaining to these installations must be strictly followed. Any and all Certifications required by the Town are the homeowner's responsibility and copies of any Certifications issued by the Town must be provided to the Architectural Committee for inclusion in your file.

Attic Fans and Attic Ventilators:

All attic fans, attic ventilators and solar ventilators require an Architectural Committee permit and Architectural Committee approval. A drawing of the roof showing the placement of the installed ventilators must be attached to the permit application.

Driveway Edging:

No raised edging of any kind will be approved unless it is installed no higher than the driveway blacktop or concrete walk level and does not interfere with lawn mowing and snow removal. A permit application must be submitted to the Architectural Committee together with a sample of the edging to be used and the contractor's license and insurance information.

Handicap Walkway and Driveway Modification:

A permit application must be accompanied by a drawing of the modification including measurements and must be accompanied by the contractor's license and insurance information.

Dumpsters or Containers and Moving "PODS".

Dumpsters or containers should have a capacity of no less than five (5) yards and no more than twenty (20) yards and wood chocks of a sufficient size must be placed under the front and rear rollers to prevent driveway damage. The dumpster or container must be constructed in such a way to prevent leaking and it must be kept clean and maintained in a sanitary condition. A permit must be obtained from the Architectural Committee and is good for seven (7) days from date of drop-off; that time may be extended with Architectural Committee approval to a maximum of fourteen (14) days for a valid reason. Once the dumpster or container is full, it must be immediately removed.

Moving "PODS" are subject to the same time constraints as above outlined and must have wood chocks of a sufficient size placed under them to prevent driveway damage. Dumpsters or containers or mover "PODS" may not be dropped off on Sundays or legal holidays and may only be dropped off between the hours of 8:00 am and 6:00 pm.

Permits must be obtained from the Architectural Committee for all of the above prior to delivery and placement of the dumpster, container or POD. The permit application must state the dates of use.

Flagpoles:

From this date forward (12/1/2019) no free-standing flagpoles will be permitted to be installed. Any flagpoles erected prior to this date may remain. The maintenance and painting of the existing flagpoles is the responsibility of the homeowner and out of respect for our Country's Flag and those who served in defense of it, all appropriate Flag etiquette should be observed such as lighting, lowering, and raising of the flag. The U.S. Flag should be replaced from time to time before it becomes torn and tattered. Also, in the interest of public safety, the integrity of the flagpole relative to its stability should be inspected on a regular basis.

3' x 6' flag kits with a fixed or telescoping pole (not to exceed more than 6') are permitted to be mounted on the siding of the home.

Flags:

The only flags permitted to be hung are U.S. American flags, U.S. Historical flags, U.S. Patriotic flags, U.S. Military Benevolent Association flags, Seasonal decorative and traditional holiday flags.

General Rules and Regulations

ALL APPLICATIONS MUST HAVE A COPY OF THE PROPERTY SURVEY SHOWING THE BUILDING FOOTPRINT AND A DRAWING OF THE INTENDED WORK.

- No buildings can be erected on common ground.
- There shall be no expansion of attic areas thereby establishing second floor rooms.
- No permanent benches, barbecues, beach umbrellas or storage facilities shall be erected on a homeowner's property.
- There shall be no obstruction of the common areas nor shall anything be stored in the common areas.
- No owner or occupant, or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his unit any flammable, combustible or explosive fluids, material, chemical or substances. A 20 lb. propane tank may be stored outside of the resident's unit.
- *No permits will be issued for the purpose of plantings, cultivating any type of flowers and shrubs on the common ground.
- *All statues and ornamental bird baths on the common ground should be removed in a timely fashion, - they interfere with ground maintenance.
- A cupola will be permitted to be placed on the existing unit roof, if it meets the criteria of proper placement approved by the Board of Directors and the Architectural Committee. Occupants of the units shall take the added responsibility of choosing the right size cupola. No weathervanes are permitted. Cupola sizes are different in dimensions according to the individual roof and house model.

PERMIT REQUIREMENTS

- All new work, replacement or change to be done on the outside of a house requires **prior** Architectural Committee approval. Some of the criteria used for approval may be but are not limited to:

Is it compatible with the general appearance of the community?

Does it interfere with grounds maintenance?

Does it require excessive maintenance which if left unattended would cause it to become visually unpleasant?

GUIDELINES FOR INTERIOR WORK

The following guidelines apply to work being done within the home by residents / or contractors:

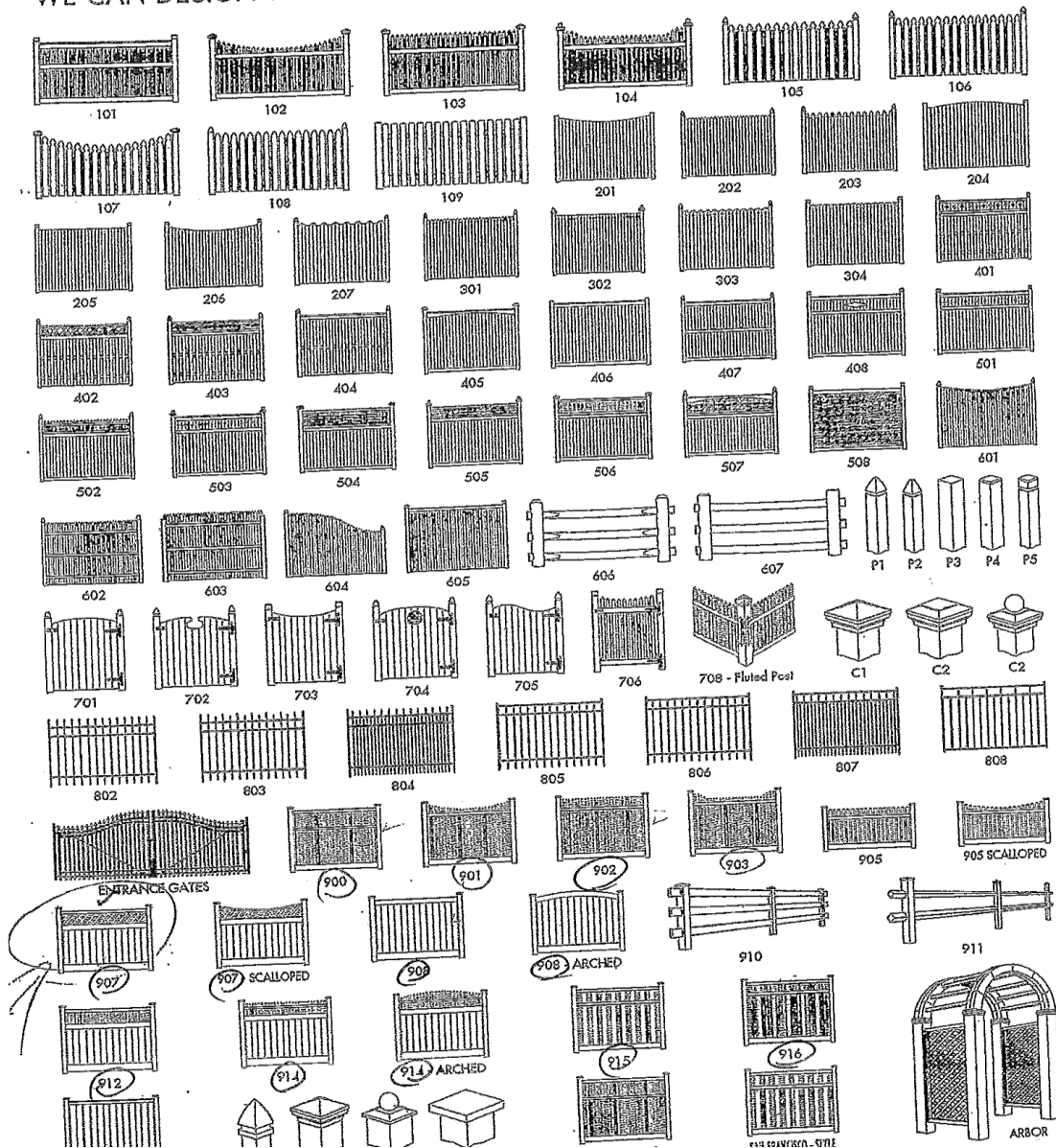
1. Any interior work being done by a contractor should be done Monday through Saturday between the hours of 8:00 am and 6:00 pm. No contractors will be permitted to work either inside or outside a home on Sundays or legal holidays.
2. An individual homeowner may conduct home improvements within their home at any time providing loud power tools, hammers or any other construction noises are not disrupting their neighbors.
3. No debris, construction or otherwise, is to be piled curbside until the night before a scheduled garbage pickup. No construction vehicles should block any driveways at any time.
4. In an emergency, a plumber, electrician and/or a licensed heating/air-conditioning repairman may be employed to make repairs at any time.
5. Any homeowner found to be in violation of these rules will be fined in the amount of \$300.00.
6. It is the sole responsibility of the homeowner to file for and obtain any permits required by the Town of Brookhaven for any interior work that may require a permit.

Attachment “A”

PRIVACY SCREENING

APPROVED MODELS

WE CAN DESIGN + BUILD ANY STYLE FENCE



Attachment “B”

APPROVED TREE LIST

THUNDER CLOUD PLUM

BRADFORD OR CALLERY PEAR

KOUSA DOGWOOD

CRAB APPLE

HAWTHORNE

JAPANESE MAPLE

SMOKE TREE

GOLDEN RAIN TREE

WEeping CHERRY

BIRCH

CRAPE MYRTLE

MAGNOLIA

EASTERN MEDITERRANEAN FIG TREE

COLORADO BLUE SPRUCE

Attachment "C"

Guidelines for Handicap Driveway Modification

Leisure Knoll recognizes the need to accommodate residents with handicap disabilities and relative to driveway accessibility and mobility. The following rules and guidelines are to be followed relative to modifying a homeowner's driveway to make it easier and more user friendly for wheelchair handling. Driveway modifications are in place and intended for only those persons who are wheelchair bound. Handicap driveways are not transferable with the sale of the home and Paragraph C below must be agreed to. Should the new owner have the same need, a new application will be required and signed by the new owner.

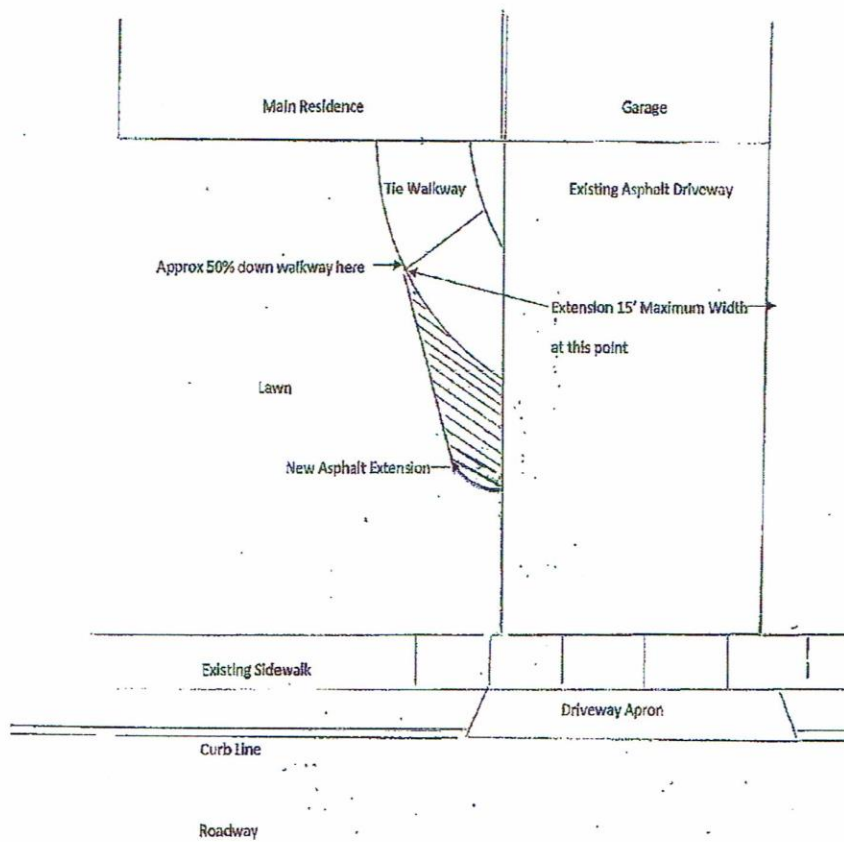
Handicap Driveways may be extended and modified with the consultation of the Architectural Committee Chairperson and the LKA Manager.

- A) The driveway modification must be constructed of, commercial roadway grade/quality asphalt, as generated by an asphalt plant, to match and complement, quality, texture and depth of the existing asphalt driveway.
- B) The asphalt contractor doing the modification will call the LKA Administration office on the day the work is scheduled. An LKA representative will meet with the contractor to review and sign off on the plan.
- C) Prior to issuing any Architectural Permit, the homeowner will be required to sign this Attachment of the Architectural Guidelines revision, agreeing to the specific issues noted herein.
- D) All applications must be accompanied with a copy of a currently dated Town of Brookhaven Handicapped Parking Permit application.
- E) All driveways may be extended to a maximum width (left to right of the property line) of a total fifteen (15) feet. This will include the area closest to the property line, set back three (3) feet from the adjoining property line.
- F) The modification (driveway extension/widening) must only be made of, commercial roadway grade/quality asphalt, generated by an asphalt plant, to match and complement, quality, texture and depth of the existing asphalt driveway.

Homeowner: _____

Signature: _____

Address: _____ Date: _____



HANDICAP DRIVEWAY MODIFICATION

ATTACHMENT “D”
DUMPSTERS, DUMPSTER BAGS, REFUSE TRAILERS AND
CONSTRUCTION VEHICLES

It is the homeowner's responsibility to ensure that any laborers, contractors, or workers hired by (or under the direct supervision of) the homeowner comply with all Covenants, By-Laws, Rules and Regulations, LKA Community Rules & Regulations, and the LKA Architectural Committee Guidelines. *** Failure to do so may result in fines.**

For purposes of this notice, Dumpsters will be defined as commercial containers on rollers provided by commercial trash hauling companies or large Dumpster Bags provided by such companies or procured by homeowners. *Permits for these containers must be obtained from the LKA Architectural Committee (LKA A/C). Initial permits will be issued for a seven (7) day period. Extensions may be granted for an additional 7 days by request to the LKA A/C. All dumpsters must be removed prior to the expiration of the permitted period.* If further time is required, a new permit request must be submitted to the LKA A/C.

NOTE: ALL dumpsters **MUST** be placed on wooden or similar blocking to prevent damage to driveways. **NO dumpsters may be parked on the street.**

NOTE: Homeowners are responsible to ensure that debris from dumpsters or dumpster bags does not scatter into yards and streets and must gather up any debris that falls out of the dumpster/dumpster bag. **Failure to do so may result in fines.**

Commercial vehicles, construction vehicles, and wheeled refuse or construction trailers may only be parked in the community when work is being actively performed and only during permitted work hours. * These vehicles **must be removed daily** upon completion of the day's work.

* Please refer to your LKA Homeowners' Manual for the LKA Covenants & By-Laws, LKA Community Rules and regulations, and LKA Architectural Committee Guidelines.

This notice to be attached to all permits for dumpsters, construction, roofing, renovations, etc.

LEISURE KNOLL ASSOCIATION, INC.
ARCHITECTURAL COMMITTEE INFORMATION

The following page is an Application for Exterior Work which must be submitted to the Architectural Committee for approval. **THIS MUST BE APPROVED BEFORE WORK CAN BEGIN.** Once the application is approved, the Architectural Committee will issue a Leisure Knoll Permit to be displayed in a window or door of your home while the work is being done. Once the work is finished, we ask that you notify the Architectural Committee or the Administration Office that your job is complete. A final inspection will be made by the Architectural Committee to ensure that all work is compliant with the Guidelines and Rules and Regulations.

This form must be filled out in triplicate. All contractors Liability Insurance forms (Accord) and License must be submitted with applications. If the insurance forms need to be faxed, they can be sent to 631-744-9791. This fax is to the Administration Office. Please note that all insurance faxes that come over are forwarded to the Architectural Committee. Any samples that you may have should be submitted at this time also.

On the page following the Application for Exterior Work is the Disclaimer Form. This is to be used when no contractor is hired, and the resident is doing the work themselves or by a family member. This also must be submitted at the time of application.

**LEISURE KNOLL ASSOCIATION, INC.
APPLICATION FOR EXTERIOR WORK**

Date: _____ **Permit#:** _____ **Model:** _____

This application will not be accepted for consideration until all parts are completed and requested information is attached. Application must be in triplicate. No work may be started until this application is approved by the Architectural Committee. Violation of this rule will result in a **Three Hundred Dollar (\$300.00)** fine to the homeowner.

Owner's Name _____ Address _____ Phone # _____

Contractor's Name _____ Address _____ Phone # _____

Suffolk License # _____ Liability Insurance Expiration Date _____ Workman's Compensation Expiration Date _____

REQUIREMENTS

1. Application is made for the purpose of _____
_____ (provide sample of paint, roof & vinyl siding)
2. Attached to this application must be the following:
 - A copy of the contractors Certificate of Liability & Workman's Compensation Insurance **listing the homeowner as the certificate holder.**
 - A Copy of the survey and diagram for all exterior and structural changes; include all measurements.
3. Any debris generated by the contractor **must** be removed by the contractor.
4. Work to be performed between the hours of 8:00 am and 6:00 pm, Monday through Saturday. The application understands and agrees that any change or addition must not interfere with the Association's normal maintenance operations. **No work is to be performed on Sunday or Legal Holidays.** It is the homeowner's responsibility to notify the contractor of this rule. Violations of this rule will result in a **Three Hundred Dollar (\$300.00)** fine.
5. For homeowners doing work themselves or being assisted by family members, etc. in addition to the requirements of Leisure Knoll's By-Laws, they are totally responsible for obtaining all building and other permits and for making certain that all work complies with local building codes and any government agency code having jurisdiction over proposed changes. In addition, they are required to sign a form to hold Leisure Knoll harmless from any damages or injury which may result. This form can be obtained from the Architectural Committee or the Administration Office.
6. In the event the work fails to comply in any respect with this permit, the Association has the right to remedy the defect as it sees fit. If the owner fails to correct such defect within thirty (30) days of official notification, the Association shall correct such defect and all associated costs shall be borne by the owner and applied to his/her account.

Homeowner's Signature: _____

THIS APPLICATION HAS BEEN **APPROVED:** _____ **DISAPPROVED:** _____

Architectural Committee: _____ Date: _____

Completion Date: _____

WHEN WORK IS COMPLETED CALL 631-929-5628 -LEAVE A MESSAGE

LEISURE KNOLL ASSOCIATION, INC.

ARCHITECTURAL COMMITTEE

PERMIT # _____

DISCLAIMER

I hereby hold harmless Leisure Knoll Association, Inc. from any damage or injury which may result by reason of my participation in the exterior work done at:

Homeowner's Address

as requested in Paragraph 5 of the Application for Exterior Work submitted by:

Homeowner's Name

Print Name and Address of Worker

Signature of Worker

Signature of Homeowner

Date:

Date:

Relationship to owner: _____

**LEISURE KNOLL ASSOCIATION'S
ARCHITECTURAL GUIDELINE
VIOLATION ENFORCEMENT PROCEDURES**

The following violations will incur an immediate \$300.00 fine payable within 30 days with a new application. Each month that this fine is delinquent a penalty of an additional \$100.00 will be added. If the application is denied, the resident will have 60 days to restore the residence to its original condition.

1. Making exterior improvements or changes to a residence without prior approval by the Architectural Committee.
2. Failure to perform work on the exterior of the residence which does not conform to the Application approved by the Architectural Committee. This will void the entire permit.

For all other violations of the Architectural Guidelines, fines will follow the LKA Handbook Violation Enforcement Procedures.

If any violations are not corrected, the Board of Directors will take action under Article X, Section 2, Page 10 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens.

The Board would appreciate your cooperation in this matter. A copy of the guidelines may be obtained at the Administration Office.

GENERAL INFORMATION

AED Policy

Committee Chairs

Emergency Fire Alarm Procedures

F.Y.I.

Garbage Disposal

Health Care Facilities in the Area

Holiday Schedule - Office Closures

Home Chore Program

Houses of Worship

In-House TV Channel

Procedures for Selling a Home

Recycling

Sewer Service Complaints

Suffolk County Accessible Transportation (SCAT) / Partransit

Transportation Disability Services

AED POLICY

Automated External Defibrillators (AEDs) are portable devices used to revive someone from sudden cardiac arrest. Leisure Knoll has two AEDs on the premises, located in the front lobby of the Recreation Center and the front lobby of the Craft Center.

Please note: The AEDs are for use **ONLY** in the event of a medical emergency. Any other use (e.g. training, demonstration, testing, maintenance, etc.) may **only** be performed by Cintas, our AED supplier. Any violation of this rule will result in an immediate \$300.00 fine.

LEISURE KNOLL ASSOCIATION
Committee Chairpersons

Architectural Committee	John Reppucci
Block Captains	John Buchner
Budget Committee	
Bulletin Boards	Carol Szambel
Election Committee	Paula Duggan
Gazebo News	Ann Cruciata
Welcome Committee	Jeri Bove
Wood Shop	Tony Macri

LEISURE KNOLL ASSOCIATION, INC.

EMERGENCY FIRE ALARM PROCEDURES

A Fire Marshall will be appointed by the person in charge of any event being held in the Recreation Hall to assist in the exiting of the building. This **MUST** be done whether it is a private party or a Leisure Knoll event.

Emergency exits will be pointed out at all events at the Recreation Center

In the event a fire alarm sounds in any of the buildings within the Leisure Knoll Community, the following procedures MUST be followed:

Everyone must exit the building IMMEDIATELY and REMAIN outside until the Fire Department advises it is safe to return inside.

F.Y.I.

As homeowners in a planned restricted adult community in which we all contribute to common charges, we agreed, by virtue of purchasing a unit, to abide by the regulations, covenants and restrictions set forth in the Declaration of Covenants, Restrictions, Easements, Charges & Liens, By-Laws, Rules and Regulations. It is a seller's responsibility to inform the prospective buyers of the restrictions within the community.

The Administration staff is comprised of an Office Manager, a Bookkeeper, and a Receptionist/Secretary. If you have any questions, please feel free to contact us at the Administration Office. The number is 744-6000.

* * * * *

ANIMAL REMOVAL (except crows) call the DEC @ 444-0305.

EMERGENCY TELEPHONE NUMBERS:

CALL 911 for Police, Fire or Ambulance
LIPA 1-800-490-0045
SUFFOLK COUNTY WATER 665-0663
SEWER DISTRICT 852-4109

DEPARTMENT OF MOTOR VEHICLES is located in the King Kullen shopping mall on the northeast corner of Route 112 and the Long Island Expressway, Medford, or at Route 347 and Route 112 in the southeast corner of Three Roads Shopping Center, Port Jefferson, or in the Riverhead location, which is on County Road 58, east of Cablevision, right after the McDonalds on the left-hand side.

SENIOR CITIZEN TOWN OF BROOKHAVEN, (631) 451-9191. If you are inquiring about rentals of wheelchairs, walkers, etc., please call 744-2601 (Shoreham, NY)

SEWER PROBLEMS should be referred to the Suffolk County Department of Public Works at 852-4109. Call them prior to calling a plumber.

STAR PROGRAM and **VETERANS EXEMPTION** can be applied for at the Brookhaven Offices located at One Independence Hill, Farmingville, NY. The appropriate phone numbers are:

STAR ENHANCED PROGRAM.....451-9075
SENIOR EXEMPTION FOR LIMITED INCOME.....451-6308 / 451-9079
VETERANS EXEMPTION.....451-6308 / 451-9079

TAXES - call (631) 451-6300 (Brookhaven Assessor's Office) to be sure your name is on the tax rolls.

VOTING for regular elections is held in the Recreation Hall. School Budget votes are held at the elementary school on Ridge Road unless otherwise indicated. Voter registration cards for change of address are available from your Welcome Committee or call 852-4500.

GARBAGE DISPOSAL

WINTERS BROTHERS WASTE MANAGEMENT

Winters Brothers Waste Management has advised us that they will pick up the following material:

- **Limited** amounts of “self” garden clean-up and debris generated by “self-maintenance” repairs by the actual homeowner. The amount of this type of debris should **not** exceed two (2) full bags at any pick-up.

Bulk Items

A combination of up to two (2) of the following items per week per unit will be collected on the last collection day of each week (Friday). Items should be placed at the curb on the previous evening:

- Mattress/Box Spring, rugs with or without padding must be rolled and tied, any cabinet, bureau, chest of drawers, china closet, sofa, sofa bed, club chairs, end tables, kitchen, or dining room tables with or without chairs, air conditioners, desks and file cabinets.

Or White Goods:

- Stove, refrigerator, or freezer with doors removed, sinks, washing machines, dryers, hot water heaters, wall and microwave ovens and dish washers.

Winters Brothers Waste Management is NOT responsible for:

- Construction debris, dirt, concrete, or maintenance material that is generated by private contractors and maintenance people employed by the Homeowner.
- Electronic devices

PLEASE CONTACT WINTERS BROTHERS CARTING ON THURSDAY

WHEN YOU ARE GOING TO BE PUTTING BULK GARBAGE

FOR PICK-UP ON FRIDAY

TELEPHONE # 631-491-4923

HEALTH CARE FACILITIES IN THE AREA

Medical Care

NY Langone Shoreham

Maple Commons Professional Center
45 Route 25A
Shoreham
Telephone 744-3303

NY Health Family Medicine

575 Route 25A
Rocky Point
Telephone 821-9000

Hospitals

Mather Memorial Hospital

75 North Country Road
Port Jefferson
Telephone 473-1320

Stony Brook University Hospital

100 Nicolls Road
Stony Brook
Telephone 632-6000

Saint Charles Hospital

200 Belle Terre Road
Port Jefferson
Telephone 474-6000

EMERGENCY INFORMATION

- There is an optional medical form available for use by residents who live alone or might be alone for a certain period of time or might be unable to communicate if the need arises. This form should be affixed to your refrigerator and available to police in the event of an emergency. The form is located on the following page.
- All residents are asked to fill out a "Next of Kin" card that is stored in the office in the event of an emergency. A second copy of this card is retained by a Board Member in the community, in the event of an emergency when the office is closed. We urge all residents to update this information on a regular basis.
- Prior to the snow season, residents are encouraged to fill out a medical form to ensure that their driveways are cleared for medical reasons such as scheduled chemotherapy or radiation treatments. This form is NOT to be used for routine doctor appointments.
- Please remember these are private homes and as such we are unable to enter the home and offer assistance. If possible, try to give a key to a neighbor who you trust to come into your home in an emergency.

HOLIDAY SCHEDULE – ADMINISTRATION OFFICE CLOSED

New Year's Day

Martin Luther King, Jr.

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving (2) (Thursday & Friday)

Christmas Eve

Christmas Day

*** New Year's Eve**

(If Holiday Falls On a Weekend, Office Closes Either Friday Or Monday)

*** ½ Day Closing**

Town of Brookhaven Senior Citizen Division
HOME CHORE PROGRAM
(631) 451-9092
(Ask for Madeline)

FREE SERVICE

1. WHO IS ELIGIBLE?

- A. Town of Brookhaven Residents who are homeowners, 60 years of age or older.
(Condo and Apartment owners call above number, as well)
- B. Priority will be given to those persons with physical or financial limitations.

2. HOME CHORE PROGRAM PROVIDES HOUSEHOLD ASSISTANCE WITH CHORES THAT DO NOT REQUIRE THE SKILLS OF A LICENSED CRAFTSMAN. THIS IS NOT AN EMERGENCY SERVICE.
Hours limited to 16 hours per fiscal year. (Jan. 1 – Dec. 31st)

- A. PLUMBING: Replacing washers or faucets for kitchen sinks, was basins and tubs. Clearing clogged sinks and toilet drains only.
- B. ELECTRIC: Repairing or rewiring lamps, replacing light switches or receptacles, including fuses; replacing frayed cords. No appliance repairs, except those connections.
- C. CARPENTRY: Install grab bars or safety rails for tubs and toilets. Minor repairs to doors, floors, house trim, etc. Install shelves.
- D. PAINTING: Exterior – House trim, window trim, doors, and overhang on house, only when necessary. No shutters.
Interior – Ceiling of kitchens and bathrooms and other ceilings where water or structural damage has occurred. Patch walls and ceilings. No cosmetic work.
- E. WEATHERIZATION: Caulking and weather-stripping of windows and doors.
- F. EXTERIOR: Minor patching of concrete or blacktop driveways, walks and masonry foundations.
- G. CRIME PREVENTION: Installing – Door and window locks, peepholes.
- H. MISCELLANEOUS: Replacing broken windowpanes; installation or removal of storm windows and screens. Repair of screens. Clean gutters and drains (one story high, only).

3. NO TIPPING PERMITTED! Recipient will be given the opportunity to make a VOLUNTARY contribution to the program. Workers are paid for labor and mileage.

- 5. HOW TO APPLY: Call 451-9092 between 9:00am and 3:00pm. The coordinator will estimate work needed and cost of materials. Materials must be provided and paid for by eligible person.

Funding provided by the Suffolk County Office for the Aging and the United States Department of Health and Human Services through the New York State Office for the Aging.
For additional information, contact the Division of Senior Citizen Affairs at 331-4000.

LOCAL HOUSES OF WORSHIP

BAPTIST

Wading River Baptist Church

P.O. Box 438

1635 Wading River Road

Wading River, NY

929-3512

Sunday Services - 9:45 am Sunday School,

11:00 am Worship Service, 6:00 pm - Home Bible Study, Wednesday Service: 7:00 pm Prayer Fellowship

Other Ministries Available

+++++

CONGREGATIONAL

Wading River Congregational Church

2057 North Country Road

Wading River, NY

929-8849

Sunday Services - 8:30 & 10:15 am

+++++

EPISCOPAL

St. Anselms Episcopal Church

55 North Country Road

Shoreham, NY

744-7730

Church Services - Saturday 5:00 pm

Sunday - 8:00 am, 10:00 am *

+++++

JEWISH

North Shore Jewish Center

385 Old Town Road

Port Jefferson Station, NY

928-3737

Shabbat Service - Friday - 8:00 pm

+++++

LUTHERAN

Holy Trinity Evangelical Lutheran Church

P.O. Box 36

Middle Island, NY

924-6991

Sunday Services - 9:00 am & 11:00 am

Wednesday Evening Service - 7:00 pm

LOCAL HOUSES OF WORSHIP CONTINUED

Trinity Evangelical Lutheran Church

716 Rt. 25A

Rocky Point, NY

744-9355

Saturday Services: 5:00 pm

Sunday Services: 7:45, 9:00 & 10:30 am

+++++

METHODIST

North Shore United Methodist Church

260 Route 25A

Wading River, NY

929-6075

Sunday - 10:00 am Worship

+++++

PRESBYTERIAN

Middle Island Presbyterian Church

19 Longwood Road

Ridge, NY

924-6443

Sunday Services - 10:00 am

+++++

ROMAN CATHOLIC

Roman Catholic Church of St. Mark

105 Randall Road

Shoreham, NY

744-2800

Schedule of Services - We celebrate the Eucharist

Saturday - 5 pm

Sunday - 8:00, 9:30, & 11:30 am

St. Anthony of Padua R.C. Church

Route 25, Rocky Point, NY

744-2609

Saturday - 5 pm

Sunday - 8:00 am, 10:00 Family Mass, 12:00 Noon Choir Mass

The 10 am mass will be followed by Fellowship Hour in the Msgr. Margiotta Hall.

(September through June)

Weekday Services Mon - Fri. - 8:00 am

Watch Our In-House Cable TV - Channel 591 For Information on the Leisure Knoll Community

Basic family cable and basic Wi-Fi are included in your monthly maintenance.

It is your responsibility as a homeowner to notify Cablevision in the email below and let them know you are now a resident here. If you wish to order any package other than basic family and basic wi-fi you will be charged for it, i.e., higher internet speed, premium packages like IO Silver, etc., computer and phone, you may do so. When you receive your first bill, you should be credited for basic family cable and basic wi-fi. **If you are charged for it, you must contact the LKA Altice rep. at Danielle.Robles@alticeusa.com and have it corrected.**

Please be aware that Cablevision is an outside utility company, and they maintain the right to change channels at their discretion.

Leisure Knoll offers all residents an in-house channel, located on channel 591. On this channel, we post daily schedules of events, special events and outside contractor ads. For your convenience, Channel 591 runs 24 hours a day, 7 days a week.

Also, on the second Friday of each month, the Administration Office offers residents of Leisure Knoll the opportunity to post for sale ads on this channel. It is free of charge and will run only for the weekend. So, if you have anything you wish to sell, call the office, and give the information you would like to post.

PROCEDURES FOR SELLING A HOME

When selling your home, the homeowner must contact the Administration Office. An architectural inspection will then be issued on the outside property only. The Architectural Committee is verifying that nothing has been constructed on the property without prior approval by the Architectural Committee and / or the Board of Directors. If the inspection comes back with an issue the homeowner will be notified and the property must be brought into compliance prior to closing. A compliance / closing letter will not be issued to any property that is not compliant.

The Leisure Knoll Resident Handbook must be returned to the Administration Office along with any pool passes and billiard room closet keys. If these are not returned, a fee of \$100.00 will be issued to the homeowner.

The purchaser of the property for sale must come to the Administration Office once in contract to sign a Purchaser Agreement. This is a two-page document which is signed by the buyer verifying proof of age (55), confirming that they do not have any commercial vehicles and acknowledging that there is only one pet per household.

All of the above must be completed prior to the office issuing a Compliance / Closing letter which is needed for closing.

The new homeowner will have 10 business days after closing to arrange for a registration appointment with the Administration Office. There is a registration fee of \$350.00 payable at the time of registration.

Curbside Recycling

Recyclables in plastic bags will NOT be accepted



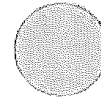
Curbside Recycling for Town of Brookhaven Residents

SEPARATE

Plastics & Metals
Place inside CURBY on days marked:







Clean Paper/Cardboard
Place inside CURBY on days marked:



HOW TO PUT OUT YOUR RECYCLABLES

- ❖ Please place recyclables out loose in any garbage receptacle with a lid
- ❖ Recyclables in plastic bags will NOT be accepted

✓ Recyclable	⊘ Not Recyclable
 <ul style="list-style-type: none">• Empty aluminum, tin, and steel cans  <ul style="list-style-type: none">• Empty plastic bottles and jugs (#1 and #2)  <ul style="list-style-type: none">• Clean paper and cardboard	 <ul style="list-style-type: none">• Other plastics (#3-7), Styrofoam, plastic bags  <ul style="list-style-type: none">• Coated paper containers  <ul style="list-style-type: none">• All Glass  <ul style="list-style-type: none">• Garden Hoses  <ul style="list-style-type: none">• Soiled paper & cardboard  <ul style="list-style-type: none">• Toys

Glass bottles and jars are no longer accepted with curbside recyclables. Glass bottles and jars can be mixed with scheduled trash pickups

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

RICHARD J. LAVALLE, P.E.
CHIEF DEPUTY COMMISSIONER

CHARLES J. BARTHA, P.E.
COMMISSIONER

LESLIE A. MITCHEL
DEPUTY COMMISSIONER

January 6, 2006

Leisure Knoll
710 Whiskey Road
Ridge, NY 11961
Attention: Eileen Dailey

Re. SEWER SERVICE COMPLAINTS

Dear :

In the event of sewer service disruption, blockage, overflow, backup:

Please contact DPW Sanitation Operations & Maintenance for a service person to respond to the situation. They will ascertain the reasons and responsibility for remedying the problem. This will aid in a timely repair and especially if a plumber's services have been requested, financial reimbursements, if qualified.

The 24-hour Emergency Response number to call is 631 852-4109.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John DeMaio".

John DeMaio
Director of O&M

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE

YAPHANK, N.Y. 11980

(631) 852-4010
FAX (631) 852-4150

Suffolk County Accessible Transportation (SCAT)/Paratransit Transportation – Disability Services

Operating since 1994, Suffolk County Accessible Transportation (SCAT) provides curb-to-curb service to individuals with disabilities. Eligibility to use SCAT is determined based on guidelines contained in the Americans With Disabilities Act of 1990 (ADA). SCAT provides a safe, reliable transportation service designed to increase your mobility in Suffolk County.

For more information and an application, please contact:

Suffolk County
Office for People with Disabilities
William J. Lindsay County Complex Building 158
725 Veterans Memorial Highway
PO Box 6100
Hauppauge, NY 11788-0099

Telephone: (631) 853:8333 (VOICE)
(631) 853-5658 (TTY)