



Rules & Regulations & Fine Schedule

Guidelines, Procedures, Violations and Fine Schedule

Effective: September 1, 2020

Pursuant to Article 6.15 of the By-Laws of the Shorehaven Homeowners Association, Inc. (“SHOA”), the Board of Directors (the “Board”) set forth these Rules and Regulations, effective August 1, 2020.

COMMUNICATIONS

1. All suggestions, complaints and repair requests by Members must be in writing and sent by email or letter to the management company (see below), with a copy sent to the Board by email or letter, or Members may leave communications for the Board at the Clubhouse.
2. Members shall not telephone or visit the homes of Board Members unless invited to do so by that Board Member.
3. Correspondence to the SHOA shall be addressed to:
The Shorehaven Homeowners Association, Inc.
15 White Plains Road, Bronx, New York 10473
Clubhouse phone number: (718) 991-7910
Clubhouse E-mail: reception@shoainc.com
Visit our Website at: <https://www.shoainc.com/>
4. The SHOA management company is:
Metro Management Development, Inc.
1981 Marcus Avenue, Suite C-131
Lake Success, New York 11042
Telephone: (718) 706-7755

Ann Marie Ferrelli, Condominium/Two-Family Home Property Manager
aferrelli@metromanagementdev.com

Severo Diaz, SHOA Property Manager
sdiaz@metromanagementdev.com

John Sanjuro, Condominium and Two-Family Home Property Manager
jsanjuro@metromanagementdev.com

Abner Morales, Assistant Property Manager (Account & Sales Inquiries)
amorales@metromanagementdev.com

5. Maintenance requests may also be made online at: <https://www.shoainc.com/maintenance-request/>
6. SHOA Security may be reached at: (347) 983-1542
7. NOISE complaints may also be made to 311 or by using the NYC 311 app.
8. For more serious matters, we encourage all members to contact the NYPD by dialing 911.

COMMON CHARGES/ASSESSMENTS

9. Monthly common charges and assessments must be received by the SHOA from Members by the first of the month. Payments may be remitted: (i) electronically, by using the SHOA's "ClickPay" service at <https://login.clickpay.com/shorehaven/> (ii) by mailing the payment to the management company by addressing it as follows: **Shorehaven Homeowners Association, Inc., P.O. Box 50, Emerson, New Jersey 07630.**
10. Members who fail to remit payment by the 15th of the month for that month will be assessed a late fee of \$25.00.

ID CARDS

11. All Members and their children (unaccompanied by a parent or guardian) must obtain and carry their SHOA ID cards and present them to SHOA Security upon request so that Security can ensure that only SHOA Members and their invited guests are on SHOA private property and using SHOA amenities. Every Member of the Association is entitled to one free ID card. All replacements will be subject to a replacement fee.
12. Entry cards may be used at all points of entry to the community.

REPAIRS

13. General repairs inside of a home are the responsibility of the unit-owner. Some examples: clogged drains, replacing light bulbs, appliances, doors, windows, furnace/air conditioner filter and thermostats. SHOA's superintendent will not be dispatched to a Member's home to make any repairs that are the responsibility of a Member. However, the superintendent will be dispatch to assess and determine whether the repair is the responsibility of the homeowner or the responsibility of the Board of Managers of the Condominium. Note that SHOA is only responsible for the maintenance and repair of common areas and amenities. Furthermore, for two-family homes, the homeowners are always responsible for the maintenance and repairs of their property.
14. Repairs of the residential buildings or structures are the responsibility of the individual Board of Managers of the Condominiums that owns the building in question. This would include the roofs and exterior walls. SHOA's superintendent will not be dispatched to a Member's home to make any repairs that are the responsibility of the Board of Managers of the Condominium in question. Note that SHOA is only responsible for the maintenance and repair of common areas and amenities and not for the structure of buildings owned by the Condominiums Boards or of the structure of the two-family homes.
15. **Repairs to the common areas of the SHOA, such as the walkways, roads, main sewer system, landscaped areas, playgrounds, pool, and Clubhouse are the responsibility of the SHOA.** A Member may request that repairs be made to these common areas in writing to the management company by email or letter. Maintenance requests may also be made online at: <https://www.shoainc.com/maintenance-request/>
16. **If a Member notices a gas leak or gas odors, they must immediately call Con Edison Gas Emergency at (800) 752-6633 or call 911.**
17. Lockouts are not the responsibility of the SHOA or the condominiums or two-family home Boards. If a Member has forgotten his or her keys and is locked out of his or her home, the homeowner may call a locksmith from the Clubhouse phone.

VEHICLES

18. All Members and their guests must adhere to the 10 miles per hour speed limit. Members may be fined \$ 250.00 if they or their guests are observed by SHOA Security driving at speeds in excess of the posted speed limits on SHOA grounds.
19. Washing of vehicles on any of the roadways or parking areas on SHOA grounds or two-family homes common grounds is prohibited. Members may be fined as described below.
20. General maintenance or repairs of vehicles on any of the roadways or parking areas on SHOA grounds or two-family homes common grounds is strictly prohibited. Emergency repairs to vehicles are permitted.
21. Members have parking spaces that were designated with the purchase of their condominiums or two-family home. There is no guest parking inside the gated community or in the HOA2 two-family homes. The only section that has visitor parking is HOA1, the two-family homes located near White Plains Road.
22. A Member will be fined as described below (per vehicle) for vehicles illegally parked in common areas unrelated to the designated parking.
23. Any vehicle that is parked illegally is subject to being towed immediately. Towing of vehicles will be at the expense of the vehicle owner.
24. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the SHOA grounds by another vehicle.
25. Members, their children, tenant(s) and/or guest(s), are prohibited from playing, including but not limited to riding bicycles, in the any of the parking lots or parking courts. This is a safety hazard.

FIRE/EMERGENCY LANES

26. Fire and emergency lanes must be accessible at all times.
27. A Member will be fined as described below (per vehicle) for vehicles illegally parked in the fire/emergency lanes.
28. Any vehicle that is parked illegally is subject to being towed immediately. Towing of vehicles will be at the expense of the vehicle owner.

SECURITY

29. All Members and their guests must go through security to enter SHOA grounds. Members gain access by showing or swiping their ID Cards. Members must provide authorization to Security for their guests to be announced and allowed entrance.
30. All Members must provide to Security at the Guardhouse their home and cell phone numbers.
31. All guests are the responsibility of the Member that they are visiting. Any guest found violating the SHOA Rules and Regulations will cause the Member responsible for the guest to be issued a Notice of Violation and a fine as described below. The Member will be responsible for paying the appropriate fine(s).
32. SHOA Security may be reached at: (347) 983-1542.

PETS

33. Dogs must be kept on a leash at all times when on SHOA grounds.
34. Residents failing to clean up after their pets are subject to a \$250.00 fine per occurrence.
35. Dogs are not permitted in the playground area located at the southern end of Sunset Blvd. that faces the Esplanade, which is close to the Clubhouse or in the tennis court or basketball court or landscaped areas in common

grounds or front lawns. Violators are subject to \$250.00 fine per occurrence.

36. The feeding of stray animals, including cats, is strictly prohibited. Violation of this rule is subject to the fines described below.

NOISE

37. No resident shall make or permit any disturbing noises or activity on SHOA grounds or in/on SHOA amenities, or on the two-family homes common grounds or permit anything to be done, which interferes with the rights, comfort or convenience of other residents.
38. Residents may not play any musical instrument, practice vocal music, or operate or permit to be operated any device or radio or television set or other loud speaker on SHOA grounds or in/on SHOA amenities or two-family homes common grounds between 11:00 pm and the following 7:00 am. If the same shall disturb or annoy other residents.
39. **Group gatherings outside of the Members' Homes on SHOA common properties or amenities or in front of any Home in the Shorehaven Community that disturb the peace or interfere with Members' right of peace** and tranquility by Members and/or their children, tenant(s) and guests are strictly prohibited. Members who violate this rule face a fine of up to \$350.
40. Residents who are aggrieved by another resident's unreasonable noise should immediately notify the NYPD via the NYC 311 system and notify our Security at (347) 983-1542.
41. A resident who violates these noise rules may be subject to the fines described below.

ALCOHOL & ILLEGAL DRUGS

42. The use, consumption or sale of alcohol or illegal drugs including marihuana by Members and/or their children, tenant(s) and guests outside of Members' Home and on SHOA common Properties or

amenities including the Common Properties of the HOA two-family homes is strictly prohibited. A violation of this rule will subject Members to a fine up to \$350.00 per occurrence.

VIOLENCE AND THREATS OF VIOLENCE

43. Should any Members or their guest(s) subject other Members, their children, guest(s), tenant(s) and/or SHOA staff to violence such as theft and/or physical altercations or the threat thereof will be subject to a \$350.00 fine per occurrence. Security and the NYPD will be called to the scene to file an official report of said incident.

44. Should any Member or their guest(s) brandish weapons (knives, blades, guns, etc.) to any other Member, their children, guest(s), tenant(s) and/or SHOA staff, they will be subject to a \$350.00 fine per occurrence. Security and the NYPD will be called to the scene to file an official report of said incident.

FRONT LAWNS, STEPS AND THE ESPLANADE

45. Although the SHOA maintains the grounds, Members are permitted to plant flowers of low to moderate height in front of their homes. Because the front of the condominium unit is common property shared by the lower and upper units, Members need to confer with their affected neighbor before planting.

46. Members are prohibited from planting fruit trees in front of their homes.

47. Plants in the condominiums or the two-family homes may not interfere with the cutting of grass and/or maintenance of shrubbery.

48. Improper plantings will be removed without notice, including the planting of fruit trees.

49. Bicycles, skates, rollerblades, toys, etc. may not be left on the front steps, lawns, or sidewalks of the condominiums and two-family homes. Items that are not removed after the resident has been notified are subject to removal and the fines described below.

50. The Esplanade is owned, maintained and operated solely by the SHOA. The Esplanade is open and may be enjoyed by residents and their guests between the hours of Dusk to Dawn, 365 days a year.
51. Entry onto the Esplanade outside of these hours, and/or after the gate to the Esplanade has been closed is strictly prohibited. Entering the Esplanade after it is closed constitutes trespassing. Accordingly, our security and NYPD will be notified to deal with the trespasser(s). A violation of this rule will subject the offending Member to the fines described below.
52. NYFD and the SHOA prohibit the usage of PROPANE Fueled Grills at any park. Additionally, barbeques are strictly prohibited in the Esplanade. The only permissible use of charcoal grills is in the common ground area near the Clubhouse which faces the Esplanade. These grills must be reserved at the Clubhouse. Members will be responsible for any damage caused as a result of improper use of propane or charcoal grills on SHOA property.
53. The tables and grills that are located close to the playground area at the southern end of Sunset Blvd. that faces the Esplanade, which is close to the Clubhouse, can be reserved by all residents on a first come basis.
54. However, all picnics and gatherings in this area that includes more than fifteen (15) people must be approved by the SHOA. Note that all outdoors gatherings hosted by a Member cannot exceed a maximum of thirty (30) guests. For an authorized gatherings of fifteen (15) people, and up to thirty (30) people, the Member will be allowed to set up a tent for the gathering.
55. Tents are not permissible in any common area without the written authorization of the Association.
56. Additionally, for a gathering in this area of fifteen (15) people up to thirty (30) people, including children, homeowners are required to place a deposit of \$ 200.00 to ensure that the area is left clean. Any gathering of fifteen (15) people or more without authorization and without the required deposit will be a violation of the house rules subject to the fines described below. Additionally, security will be called to disperse the gathering and to call the police if necessary.

57. Speakers and amplifying equipment are not permitted in the Park, Esplanade or playground area inside the gated community or two-family homes common areas without written permission from the SHOA Board. The use of amplifying equipment without prior permission is subject to the fines described below.

58. “Bouncy Houses” on SHOA Common Properties and amenities are strictly prohibited. Members will be responsible for any damage caused by the installation and/or use of said Bouncy House.

59. Portable Potties on SHOA Common Properties and amenities are strictly prohibited. Members will be responsible for any damage caused by the installation and/or use of said Portable Potty.

FIREWORKS

60. Fireworks are not permitted on SHOA grounds, including the two-family homes common grounds and the Esplanade. Any Member or guest of a Member setting off fireworks on SHOA grounds are subject to a \$ 350.00 fine per occurrence.

GARBAGE

61. The City’s Sanitation Department collects garbage. Residents are to take their sorted garbage to garbage collection areas and placed it in the appropriate bins.

62. Residents must comply with the recycling laws and regulations.

63. Garbage may not be left outside of any condo or two-family home or SHOA common areas or amenities.

64. Residents are subject to the fines described below for improper disposal of garbage and/or recyclables.

LITTERING

65. Littering is strictly prohibited in any of the SHOA common areas or the two-family houses common areas. Violation of this rule is subject to a \$350.00 per occurrence.

DELIVERIES

66. Deliveries of furniture and other items by truck or van in the gated community where the condos are located are only permitted Monday through Saturday between 7:00 a.m. and 8:00 p.m.
67. Residents must inform Security of expected deliveries.

MOVING IN/OUT

68. Moving in/out in the gated community where the condos are located is only permitted Monday - Saturday between 7:00 am and 8:00 p.m.
69. Moving trucks and vans are to move immediately upon the arrival of the owner of the spot they are occupying.

MAIL

70. Mailboxes are the property of the USPS. If the mailboxes break or need maintenance, please call the local post office. Please contact the post office for a key to your mailbox.
71. The Clubhouse/Security Guards/Management does not accept packages from USPS, FedEx, UPS, etc., on behalf of the residents.

NOTICE

72. Before posting notices on the SHOA bulletin board, Members are required to obtain permission from the Board. Members may request permission by sending a copy of the proposed notice to the Management Company and the Board by email, letter or by dropping it off at the Clubhouse. The Board will review and post the notice OR notify the Member that the notice is not acceptable.
73. Notices from Members who are in arrears of common charges/assessments will not be approved for posting.

74. Members are not permitted to post notices on the Clubhouse or its amenities.

VIOLATIONS, FINES & ENFORCEMENT

75. The Property Manager, the Superintendent and/or Security shall issue any violation of the rules described in this Guidelines and Procedures.

76. Unless specifically stated herein, or listed below, a Member or a Member's guest, who violates any of these Rules and Regulations is subject to a fine of \$100.00 for the first violation; \$350.00 for the second violation; and \$500.00 for the third violation and for all other violations during the same calendar year.

77. As provided by the SHOA By-laws, all fines issued by the SHOA will be processed as common charges fees owed to the Association and failure to pay the fines will be handled in the same manner as arrears of common charges. Note that the monthly statement bill will specify the amount of common charges and the amount of the fines owed to the SHOA Association.

SHOA CLUBHOUSE

78. The clubhouse is for the use and enjoyment of all SHOA Members whose accounts are in good standing. Members are allowed to bring only 2 guests. The facilities may be used during established hours only.

79. Members who are delinquent in payment of SHOA fees or assessed fines are not permitted to use the clubhouse or pool. However, the use of amenities will be allowed for Members in arrears if all of the three following conditions are met: (1) The Member has a payment plan approved by the SHOA Board or by the Property Manager; (2) The Member is current with the payment plan; and (3) It is the first time that the Member has entered into a payment plan to address his or her arrears of fees and the account does not have a history of recurrent delinquent payments.

80. No one will be permitted into the clubhouse before or after scheduled hours of operations.

81. Hours may be revised from time to time. Do not attempt to enter the building when the clubhouse is closed, or you will cause the alarm to go off and the entrance will be reported to the police as trespassing.
82. Members, their children, guest(s) and/or tenant(s) found to be hopping the clubhouse gate may be subject to the fines described below.
83. A proper and valid identification card must be shown to the attendant upon entering the clubhouse and at any time that it is requested by a staff member.
84. No one under the eighteen (18) years of age shall be permitted to use the clubhouse facilities without adult supervision, unless a Parent/Guardian has completed, signed and personally submitted an Unaccompanied Minor/Teen Consent Form for registered resident minor no younger than 13 years of age. All children 12 and under must be accompanied by an adult to use the game room or family room.
85. No alcoholic beverages are allowed anywhere in the clubhouse or pool area, except for a function approved by the SHOA Board.
86. Pets are not allowed in the clubhouse, tennis court, basketball court or the playground in the gated community.
87. Wet bathing suits are permitted only in the pool area, locker room and changing rooms.
88. Proper attire is required when in the public areas of the clubhouse. When entering or leaving the pool area, shoes, shirts, and/or covers-ups must be worn. No bicycles, roller blades or skateboards are allowed into the clubhouse.
89. No smoking is permitted in the clubhouse, second floor clubhouse deck, pool area or the perimeter of the clubhouse.
90. Members in good standing may rent clubhouse rooms for approved events subject to the policies in place for room rental such as rental fees, security deposits, negligence waivers, etc.

SHOA FITNESS ROOM

91. The fitness room is for the use and enjoyment of all Members of the SHOA whose accounts are in good standing. Guests and renters are not allowed.
92. The fitness room may only be used during established hours.
93. Clubhouse ID is required for all to access and use of club house and amenities.
94. No speakers, radios that produce loud noise that will disturb others.
95. Smoking, bare feet, bathing suits or pets are not permitted in the fitness room.
96. Shirts must be worn always. No book bags or luggage allowed in fitness room.
97. No one under eighteen (18) years of age shall be permitted to use the fitness room.
98. Proper athletic attire is required. Shorts and athletic shoes must be worn at all time. Bare feet are prohibited.
99. Members are to bring their own towels.
100. The fitness room is for workout purpose only. Exercise equipment is available on a first come first served basis and must be relinquished after 30 minutes of use.
101. Equipment must be wiped down after each use (sanitary wipes are provided).
102. If foot straps are removed to use the equipment, they must be re-attached after use.
103. Make sure that pins are securely in place during use.

104. All equipment must be returned to racks after use, including free weights. Refrain from moving equipment from its location.
105. If malfunction of the equipment occurs, the clubhouse staff must be notified immediately.
106. No outside personal trainers are permitted in the fitness room.
107. Anyone found deliberately misusing the equipment will be prohibited from using the fitness center and will be charged for the damages they caused and subject to a \$100 fine.
108. Snacks and beverages are prohibited, except for water bottles or energy drinks.
109. Strollers and carriages are not permitted.
110. Restrooms showers are for pool use only.
111. Non-compliance with the above rules may result in the REVOCATION of the Member's clubhouse and pool privileges and/or the fines described below.

SHOA POOL

112. The swimming pool shall operate as a designated common facility for the enjoyment of SHOA Members only. Members are allowed to bring 2 guests to the pool. Swimming is only allowed when a lifeguard is on duty.
113. All persons using the pool are under the direction and supervision of the certified lifeguard on duty.
114. The lifeguards are directed by the management company to see that all the rules and regulations regarding the operation and maintenance of the pool area are carried out. Their word is final in the pool area, and any complaints concerning the operations on the pool must be directed to the Board.

115. The pool is for the use and enjoyment of all Shorehaven Homeowner's Association Inc. residents whose accounts are in good standing. No guest is allowed.
116. The pool may be used during established hours only.
117. This is a community pool. Inappropriate behavior, i.e. vulgar language, and/or lewd behavior, will not be tolerated and may result in the revocation of Clubhouse/Pool privileges and/or the fines described below.
118. Proper and valid identification card must be shown to the pool attendant upon entering the Clubhouse and at any time that it is requested by a staff member.
119. The Pool is limited to 300 people. Lines can only be formed half an hour before opening of the pool.
120. No food or eating is allowed at the pool area. No food, beverages or glass item is permitted in the pool deck area, including glass baby formula/bottles or glass baby food jars. A violation of this rule may result in immediate ejection from the pool, and a fine and/or revocation of Clubhouse/Pool privileges and/or the fines described below.
121. No backpacks, bags or baby bags will be permitted into the pool area. Bags entering clubhouse locker room area may be checked.
122. Children, who are in diapers, including swim diapers, MUST wear rubber pants over their diapers and wear appropriate bathing attire. All diapers are to be placed in plastic bags and properly disposed of in trash receptacles. Common sense should be used in dressing children who are newly out of diapers. Remember children's "accidents" will require a closing of the pool. All cost associated with an "accident" will be billed back to the Member who was responsible for the accident.
123. Everyone must shower before entering the pool.
124. Proper attire must be worn. BATHING SUITS ARE REQUIRED. No jeans, shorts, underwear, or any sort of NON-SWIMMING apparel is permitted.

125. Children under the age of 12 must wear Rubber soled water shoes at all times.
126. Proper attire is required when in public areas of the clubhouse. When entering or leaving the pool area, shoes, shirts and/or cover-ups must be worn. Everyone must be DRESSED and DRY to enter the clubhouse.
127. Wet bathing suits are permitted only in the pool area, locker rooms and changing rooms.
128. An adult must actively supervise children less than 13 years of age at all time. The adult must be at the pool area with the minors.
129. Children over 8 years of age must use gender designated restrooms/locker rooms.
130. Children under 13 years of age must be accompanied by an adult to use the restrooms.
131. No pets are allowed in the pool area at any time.
132. No ball playing in the pool area.
133. No pool toys are allowed.
134. Running on the pool deck is prohibited.
135. Flotation devices are prohibited.
136. An adult is required to supervise children at all times.
137. Residents are not allowed to bring their own umbrellas or chairs.
138. Reserving lounge chairs is prohibited. Any belongings left on the lounge chairs or tables used solely to "reserve" will be removed.
139. There shall be no rearranging of pool deck furniture. All furniture must be no closer than 5 feet from the outer coping edge of any pool.

140. Towels must be placed over pool furniture when using suntan or other lotions.
141. Residents must bring their own towels.
142. Smoking is prohibited in the pool area and the areas near the fences around the pool area.
143. Only electronic devices with earphones are permitted.
144. Any person with a cold, fever, cough, inflamed eyes or any type of contagious skin disease shall not be permitted in the pool.
145. Strollers and carriages are not permitted in the pool area.
146. No bicycles, roller blades or skateboards are allowed into the pool area.
147. NO DIVING AND/OR JUMPING in the pool. Violators will be asked to leave the premises.
148. Restrooms showers are for pool use only.
149. Children in kiddie pool should be below 48 inches in height.
150. Parents must accompany children in kiddie pool area AT ALL TIMES.
151. Flotation devices are prohibited in the kiddie pool.

LOST AND FOUND

152. All lost items will be stored by the clubhouse staff for 30 days.
153. Unclaimed items will be donated to charity AFTER the 30 days hold period.
154. All found items must be brought to the clubhouse staff.



FINE SCHEDULE

VIOLATION TITLE	FINE AMOUNT
VANDALISM: Defacing common property (graffiti etc.) Destroying flowers, trees, Bushes, etc.	\$ 350.00 per incident Plus cost of replacement and/or repair
UNLEASHED PETS	\$250
PETS DEFECATING ON ANY COMMON AREA PROPERTY & FAILING TO CLEAN IT UP	\$250
WALKING DOG ON LANDSCAPED AREAS FRONT YARDS	\$250
FIREWORKS	\$350
PARKING ILLEGALLY & DOUBLE PARKING	First Violation: \$100.00; Second Violation \$350.00 & Third and All Other Violations In The Same Calendar Year Are \$500.00
WASHING/REPAIRING VEHICLES	First Violation: \$100.00; Second Violation \$350.00 & Third and All Other Violations In The Same Calendar Year Are \$500.00
IMPROPER GARBAGE DISPOSAL (EX.: TRASH LEFT ON COMMON AREAS, NOT, PLACING RECYCLABLES IN CORRECT BINS, ETC.	First Violation: \$100.00; Second Violation \$350.00 & Third and All Other Violations In The Same Calendar Year Are \$500.00
ENTERING THE ESPLANADE AFTER IS CLOSED	\$ 350.00 per incident
NOISE, LOITERING & DISTURBING THE PEACE IN COMMON AREAS	\$ 350.00 per incident
LITTERING IN SHOA COMMON AREAS INCLUDING TWO-FAMILY HOMES	\$350.00 per incident
FEEDING STRAY ANIMALS	First Violation: \$100.00; Second Violation \$350.00 & Third and All Other Violations In The Same Calendar Year Are \$500.00
CLUBHOUSE VIOLATIONS (Pool, event rentals/reservations, gym, game room, family room, review of binders, etc.)	\$350.00 per incident