

**RULES AND REGULATIONS  
OF VAIL'S GROVE COOPERATIVE, INC.  
LAST UPDATED 05/18/2017**

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In the interest of the health, safety and welfare of the Cooperative and its Stockholders, the Cooperative, by its Board of Directors, has deemed necessary, for the proper and orderly management and control of Cooperative property, the following action.

By resolution of the Board of Directors, duly adopted on the 22nd day of June, 1984, and the 19th day of July, 1984, pursuant to Article II (4) of the Cooperative By-Laws, the Rules and Regulations of Vail's Grove Cooperative, Inc., heretofore adopted and from time to time amended, are hereby repealed, and the Rules and Regulations hereinafter set forth are adopted, effective immediately.

Violation of a Cooperative Rule is a breach of the Proprietary Lease and may subject it to cancellation. For any violation of the following Rules, the Board of Directors may cancel any consent or privilege associated therewith at the option of the Board, in addition to assessing an Improper Use Fee for each violation or continuous violation of such Rules by a Stockholder, members of the family, or guests, as set forth in such Rule(s).

Violations shall be based upon receipt of a signed written complaint. Improper Use Fees shall not be imposed unless such complaint has been substantiated by corroborated facts. The imposition of an Improper Use Fee shall not exclude or limit any other remedies the Cooperative may have.

Such fees shall be payable by the Stockholder and shall be billed to the Stockholder as additional rent with the regular quarterly billing or monthly. Fees shall be payable not more than twenty (20) days after the date of billing unless a written notice of protest and request for a hearing is received by the Cooperative at its main office within twenty (20) days from the mailing of written notice of the Board's assessment of an Improper Use Fee, sent certified mail, return receipt requested, or delivery in person to the Stockholder.

Whenever the term Stockholder is used, it shall be intended to be the stock certificate holder or holders.

Any suggested Rule changes must be submitted in writing prior to the next Board meeting.

## **1. GRIEVANCE PROCEDURE**

Any Stockholder aggrieved by any action of the Cooperative imposing an Improper Use Fee made pursuant to the Cooperative Rules & Regulations may, upon mailing or receipt of the notice of the Cooperative's action, delivered in person or sent certified mail, return receipt requested, forward to the Board of Directors written NOTICE OF PROTEST AND REQUEST for a review hearing. Said notice of protest and hearing request MUST be received by the Cooperative at its office within twenty (20) days from the date of mailing or receipt of such action by the Cooperative. The notice of protest and request must contain a brief statement of the facts relied upon by the Stockholder and specifically state the

nature of the relief requested. Failure of the Cooperative to receive such written notice of protest and request for hearing within the time limit set forth (20 days) will be deemed acceptance, by the Stockholder, of the Cooperative's action.

The Board Chairperson shall direct the appointment of a standing Grievance Committee for each incident, comprised of only one (1) Board member and three (3) Stockholders. The Board member shall serve as Chairman of the Committee, with no voting power. The Committee will consist of three (3) stockholders in good standing and three (3) alternates. Said Committee MUST convene for its first hearing not more than twenty (20) days from the timely receipt of the Stockholder's notice, or any Improper Use Fee imposed shall be deemed canceled. Failure of an aggrieved Stockholder to attend a designated hearing, except for good cause shown, shall constitute a waiver of the right to a hearing. At such hearing, the aggrieved Stockholder shall have opportunity to present all particulars on the issue and require the complainant to attend. The Committee may request the attendance of any persons believed by it to have knowledge of any facts bearing on the issue. The hearing shall be conducted by the Committee Chairman (appointed by the Chairman of the Board), who shall be responsible to report the Committee's decision to the Board. The Committee's decision shall be final. No further protest on the issues involved shall be heard and all appropriate improper use fees will be due and payable immediately.

The aggrieved Stockholder shall be promptly notified, in writing, of the Committee's decision. The hearing may be adjourned by the Chairman from time to time until the Chairman is satisfied that the fact-finding process has been completed and that the aggrieved Stockholder has had a reasonable opportunity to present all particulars on the issue.

## **2. CONDUCT**

Stockholder shall not permit any unseemly noises or interference with the rights of any other Stockholder by any unlawful, offensive, or unseemly conduct or by creating offensive conditions.

Stockholder shall be held legally and financially responsible for any acts of vandalism or malicious mischief by themselves, their families, agents /contractors or their guests, and shall reimburse the Cooperative and/or its tenants for any damages or losses sustained.

Any conduct or actions of a Stockholder, members of the family, guests, agents /contractors or others on the premises at the behest of the Stockholder, which results in financial loss or damage to the Cooperative, shall be billed to the Stockholder, as additional rent, plus an Improper Use Fee.

Violations of this Rule may result in the assessment of an Improper Use Fee of \$100.00.

### 3. REFUSE

Stockholder shall not throw any kitchen garbage, household paper waste or other refuse on any premises or on the lands or waters adjacent thereto, or upon any of the beaches or roads or walks of the property, and shall not bring glass material of any character to any recreational area. The Stockholder must remove debris from house renovations during and at the completion of work. Dumpsters must be removed at completion of work.

No dumping of building materials, appliances, abandoned cars, refuse, garbage, trash, leaves, grass, shrubbery, trees, or any other matter, shall be permitted anywhere on Cooperative property,

Dumpsters will not be permitted on Cooperative common property unless approved by the Board, Shareholders placing dumpsters on their leased land for refuse removal must notify the Office when the dumpster is to be delivered if the dumpster is required on the shareholder's property longer than one month, and the shareholder must request an approval for each extension.

At the Board's discretion, violations of this Rule may result in the assessment of an Improper Use Fee of \$100.00 plus \$25 per day until the problem is remedied.

Kitchen garbage and household paper waste for collection must be placed in plastic bags and stored in securely covered metal, wood or plastic containers and placed appropriately for pick-up by Town Refuse Service.

Accumulations of leaves, grass, and shrubbery clippings must be placed in securely fastened Biodegradable paper bags (NO PLASTIC) and placed not more than ten (10) feet from a Cooperative road. Dried lake weeds shall be placed near or on the shoulder of road in a manner that does not block the flow of traffic.

Stockholders shall maintain the leased premises in a neat and orderly manner to include, but not limited to, cutting of grass and shrubbery so as to conform to the community standards. Private contractors hired by Stockholder must be responsible for the removal of all clippings and tree and lawn debris immediately.

All branches must be cut into no more than 4-foot lengths and left neatly on the edge of the property in order for Cooperative's Buildings & Grounds to remove. Removal shall be subject to the Buildings & Grounds Chairperson's discretion.

Each violation of this Rule at the Board's discretion may result in the assessment of an Improper Use Fee of \$100.00

#### 4. VEHICLES

4.1 Neither Stockholder, the family, agents, employees, guests, contractors nor others shall park vehicles on the Cooperative streets, roads or right-of-ways. Parking in the designated area adjacent to the Pavilion shall be subject to the discretion of the Cooperative. Parking in the beach area is primarily intended for those using the beach. Parking in the beach area, including overnight night parking, is permissible when the beach is closed. Parking in the area north of Norton Circle shall be prohibited, except when using the ball field, tennis courts or boat storage area. This Rule shall not prohibit the loading or unloading of vehicle. Additionally, it is encouraged for residence residing on Vails Lake Shore Dr. North of Becker's Way (Ramp #3) to coordinate with the office or maintenance department 3 business days before deliveries if they believe Vails Lakeshore Dr. will be blocked for an extended period of time so the emergency access road can be opened. All residences, having family gathering, parties and the like are also encouraged to inform their guest as to the locations of community parking spaces. At the Board's discretion, violations of this Rule shall subject such vehicles to removal and storage at the owner's cost and the assessment of an Improper Use Fee of \$100.00.

4.2 Passenger vehicles may be parked only on Stockholder's leased premises or in Cooperative common parking areas. All other vehicles, shall be parked only in areas designated by the Cooperative for such parking. Stockholders wishing to store recreational vehicles including boats, jet skis, boat trailers, etc. are to be stored in the Boat Storage area at the North End of the Grove, after required registration in the Cooperative Office. Only vehicles owned by stockholders, and their direct family (husbands/wife, other family members residing in VG) or renters can be store at the north end.

Unlicensed, unregistered vehicles stored on Shareholders property for more than 60 days must be covered with a professional grade car cover. At the Board's discretion, an improper use fee of \$100.00 will be assessed for violation of this rule.

4.3 Anyone driving vehicles on the Cooperative's roads shall not exceed the speed of (10) miles per hour, as posted, and shall observe parking and other traffic regulations. At the Board's discretion, an improper use fee of \$100.00 for each violation of this rule will be imposed.

4.4 No motorized / powered vehicle may be operated / used on common Cooperative property unless it is:

- Registered with and/or licensed by the Department of Motor Vehicles of the State of New York or another state
- And is operated by a licensed driver
- And insured

Medically necessary devices i.e. scooters, electric wheelchairs and farm/gardening/landscaping equipment and the like are exempt from this rule.

At the Board's discretion, an improper use fee of \$100.00 will be assessed for violation of this rule.

**4.5** No vehicle may be operated on Cooperative property in such a manner to cause damage to the cooperatives roads (paved or un-paved), Cooperative property, undeveloped areas (ball field, fields, fire roads, beach area and the like) or on another stockholder's leased property without said stockholder's permission.

At the Board's discretion, a \$100.00 improper use fee may be charged for each violation of vehicle rules.

**4.6** No boat, trailer or recreational vehicle can be parked / stored on common property

At the Board's discretion, a \$100.00 improper use fee may be charged for each violation of vehicle rules.

The Board at its discretion may also suspend the parking privileges and the right to use the Cooperative's roads for any violation of the rules pertaining to vehicles.

## **5. FENCES**

No fence or any structure resembling a fence may be erected without prior written approval of the Cooperative and approval of either the town of North Salem or Southeast building department, which request for approval must be submitted to the Cooperative at least twenty-one (21) days prior to the next scheduled Board meeting. Any fence erected is to be no nearer than eighteen inches (18") from the nearest edge of the road and, at its highest point, no more than forty-eight inches (48") from the ground level; provided, however, that any fence or similar structure existing, which, in the sole opinion of the Board of Directors, unreasonably interferes with the use or enjoyment of any premises, must be removed by the Stockholder on twenty-one (21) days' written notice. All other requirements outlined in Rule 18 Alteration apply. If not removed, the Cooperative may remove such structure without further notice at the Stockholder's sole cost and expense. At the Board's discretion, a violation of this Rule will result in the assessment of an Improper Use Fee of \$100.00 and an additional \$25.00 a day until the problem is remedied.

## **6. PETS**

State and local laws require that all dogs over six months of age be licensed. Proof of rabies vaccination is required. Vails Grove follows NYS law. All dogs must be licensed, and have a current rabies tag. Pets are allowed to be unleashed and untethered on a stockholder's leased property, and prohibits a dog on common Cooperative property without being leashed

or tethered and accompanied by and under the control of a responsible person. The Co-op, prohibits a dog leaving any deposits on common Cooperative property; prohibits a pet, at all times from being on other tenant's property without their consent. Stockholders are encouraged to register their pet in the Office and for the pet to have ID tags. No dog can be allowed to be at large on co-op property, except that dogs can run without a leash with supervision at the baseball field as long as the owner picks up after the dog.

The board encourages residences to reach out to their local dog control officer rather than the office if they have a complaint about a dog.

- North Salem dog control (914) 582 0403
- Southeast dog control officer (845) 279-2196

The Board reserves the right to require dogs to be muzzled if at its discretion are deemed to be aggressive.

At the Board's discretion, the first violation of this Rule will result in the assessment of an Improper Use Fee of \$100 and, thereafter, \$50.00 for each such violation.

## **7. GATES**

The Board of Directors reserves the right to establish gates at the entrances to the Cooperative property and to establish further Rules and Regulations controlling ingress and egress.

Ramp 2 is closed to all motor vehicle traffic, both inbound and outbound, between 7:00AM and 8:30AM on school days. The only exception is for stockholders who both live and park along the dirt roads on either side of Ramp 2 are permitted to go down Ramp 2 and make a left turn onto Orchard. Stockholders that have driveways with access only to Ramp 2 are permitted to go down Ramp 2 to Vail's Lake Shore Drive. This means only parents dropping off children for the bus are permitted to drive up or down the ramp. At the Board's discretion, anyone using any part of Ramp 2 (other than the stockholders described above) is subject to an improper use fee of \$100.00 for each violation of this rule.

## **8. ONE PROPRIETARY LEASE**

No Stockholder may be a lessee under more than one (1) Proprietary Lease at any one time, except with the consent of the Board of Directors, which will not be unreasonably withheld if the Board is satisfied that the application for more than one (1) Proprietary Lease is made in good faith; and

- a) is temporary only and the Stockholder's first leased premises is immediately and in good faith offered for sale, and
- b) Only if both premises are subject to the Cooperative's Rules on Subletting, and



- c) Only provided that the Stockholder agrees to an Improper Use Fee of a minimum of \$25 per day if the first leased premises is not sold within twelve (12) months (time being of the essence) from the date of the second Proprietary Lease.

## **9. BEACH AREA**

The Beach area may be used by the Stockholder and their family; or guests and friends only if actually accompanied by such Stockholder or member of the family. A responsible person must accompany all children under the age of ten (10) years. The Cooperative takes no responsibility for people swimming at the beach.

Glass containers and smoking are prohibited at the beach area.

Lifeguard(s) will be on duty at such time as announced by the Cooperative. Special Beach Rules may be posted at the Beach area. Violations of Beach Rules may result in the Lifeguard(s) suspending Beach privileges. Anyone on the beach premises after closing is trespassing.

## **10. SIGNS**

No political, advertising, or contractor's signs may be displayed on Vail's Grove property. Real estate information (e.g., "For Sale" or "For Rent") may be displayed only on the Real Estate Bulletin Board at Ramp 1 or affixed to their house a sign no larger than 2 feet by 3 feet. Individual real estate signs are prohibited on Vail's Grove property. Violations of this Rule will result in an Improper Use Fee of \$100.00 and \$25.00 for each additional day that a sign is not removed from the Stockholder's leased property.

## **11. ILLUMINATION**

No unreasonable exterior illumination is permitted. Any existing exterior illumination shall be deemed reasonable unless and until notice to remove it shall have been given. A violation of this Rule shall subject the Stockholder to the assessment of an Improper Use Fee of \$100.00 for each day such violation continues after notice.

## **12. SEPTIC SYSTEMS / DRY WELLS**

No home in Vail's Grove is allowed have any piping connected to a septic system or drywell. All household waste water (sewer, grey water) is to be connected to the sewer plant.

At the Board's discretion, any violation of this rule shall subject the stockholder to an assessment of an Improper Use Fee of \$100 for each day after notice of such violation and will result in referral to relevant town or county jurisdictions, and assessment of an

additional Improper Use Fee of \$25 per day until Cooperative approval is given may also be imposed.

**13. ALCOHOLIC BEVERAGES -DRUGS SECTION 1: -TITLE This Rule shall be known and cited as VAIL'S GROVE COOPERATIVE, INC. - RULE #13**

**REGULATING USE OF ALCOHOLIC BEVERAGES AND DRUGS IN PUBLIC PLACES.**

**SECTION 13.2:- LEGISLATIVE INTENT**

The Board of Directors of Vail's Grove Cooperative, Inc., recognizes that consumption of alcoholic beverages in common areas must be adequately controlled so as to prevent general disorder, nuisances, littering, and other acts and conditions detrimental to the health, safety and welfare of the residents of Vail's Grove, and this Rule is intended to provide such control and regulation. No drugs may be used in common areas.

**SECTION 13.3: - DEFINITIONS**

As used herein, the following words shall have the meaning set forth:

**13.3.1** - Alcoholic Beverage" shall mean and include all beverages as defined in Section "3" of the Alcoholic Beverage Control Law of the State of New York.

**13.3.2** "Drugs" shall be defined as any controlled substance as same is defined in the Penal Laws of the State of New York, except that prescribed medications shall not be included in this definition.

**13.3.3** "Container" shall mean any bottle, can, glass, cup or similar receptacle suitable for or used to hold any liquid or drugs.

**13.3.4** "Common Area" shall mean any street, park, playground, beach, parking lot, or any other Cooperative area to which the Stockholder and guests have access, except premises subject to a Proprietary Lease.

**SECTION 13.4:**

No person shall use or possess any drugs in any common area within Vail's Grove Cooperative, Inc. Carrying on the person, holding or possessing drugs in a common area as herein above defined shall constitute a prima facie evidence of a violation of this section.

**SECTION 13.5:**

Any open, unsealed or partially full container which contains an alcoholic beverage or drug found in any vehicle in any such common area shall be presumptive evidence that

the same is in possession of all the occupants of said vehicle and in possession of the person last having control and custody of said vehicle.

**SECTION 13.6:**

At the Board's discretion, a violation of Rule 13 shall subject the Stockholder to an assessment of an Improper Use Fee of \$100.00 for each such violation.

**SECTION 13.7:**

If any clause, sentence, paragraph, section or part of this Rule shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 13.8:**

The foregoing prohibition against drinking alcoholic beverages in common areas or possessing open, unsealed, resealed or partially empty containers of such alcoholic beverage shall not apply nor be a violation of this regulation in the event of a gathering function or event authorized by the Board of Directors of Vail's Grove Cooperative, Inc.

**14. SUBLEASE**

Stockholder desiring to rent in accordance with the Proprietary Lease must submit to the Cooperative at least ten (10) days prior to the beginning of the rental term a letter signed by licensed inspector, licensed plumber or sanitary engineer according to the Cooperatives testing standards, certifying that all waste water (septic / grey water) drains are connected to the sewer plant. The Cooperative assumes no responsibility for the contents or accuracy of the engineering report. If requested, the Cooperative will arrange for such inspection at Stockholder's expense.

It shall be the sole responsibility of the Stockholder to submit to the Cooperative a completed rental application and a non-refundable application fee payable to the Cooperative in the sum of \$350.00 with all related documents, including a Hold Harmless Agreement to allow the Office to initiate the vetting process, as may be required not less than twenty-one (21) days before the Board meeting preceding the date of expected occupancy. At the Board's discretion, use and occupancy prior to written Board approval may be grounds for Board disapproval of the application and shall subject the Stockholder to an assessment of an Improper Use Fee of \$25.00 per day for each day such violation continues. At the Board's discretion, use and occupancy prior to the date provided in the sublease agreement may be grounds for revocation of the Board's prior approval and shall

subject the Stockholder to an assessment of an Improper Use Fee of \$25.00 per day for each day such violation continues.

Each Proprietary Lease issued by the Cooperative shall be deemed to be for the sole benefit of the Stockholder; as such name appears in the stock record book, and his or her immediate family. At the Board's discretion, use and occupancy of the leased premises, for any length of time, by any other person or persons, shall be deemed an unauthorized subleasing, unless previously approved by the Board of Directors, in writing, after due application. Such tenancy shall be subject to such rights and remedies by the Cooperative as may be provided in the Proprietary Lease and By-Laws, in addition to the assessment of an Improper Use Fee of \$25.00 per day for each day such violation continues.

Where the Board of Directors shall consent to a sublease, such sub-lessee shall be deemed to have taken the place and stead of the lessee and the lessor shall thereafter, and during the term of said sublease be deemed a non-resident Stockholder.

## **15. SALE, MORTGAGE, REFINANCING AND TRANSFER OF OWNERSHIP**

- A. For Sale and Mortgage: It shall be the sole responsibility the Stockholder, on behalf of a proposed purchaser, to submit to the Cooperative a completed membership application. An application shall be accepted for processing if submitted not less than twenty-one (21) days before the Board meeting preceding the date of expected closing and must include:
1. A letter signed by licensed inspector, sanitary engineer or licensed plumber certifying that all waste water drains (septic / grey water) are connected to the sewer. The Cooperative assumes no responsibility for the contents or accuracy of the sanitary engineer's report. If requested, the Cooperative will arrange for such inspection at the Stockholder's expense.
  2. If appropriate, request for Cooperative approval of Co-op loan (mortgage), and
  3. A non-refundable application fee payable to the Cooperative in the sum of \$500.00.
- B. For Refinancing: It shall be the sole responsibility of the Stockholder to submit to the Cooperative a completed refinance application. An application shall be accepted for processing if submitted not less than twenty-one (21) days before (or at the discretion of the Office Manager) the Board meeting preceding the expected closing. A fee of \$150 shall be paid to the Cooperative's attorney for review of the new recognition agreement from the lender.
- C. For Transfer of Ownership: It shall be the sole responsibility of the Stockholder to submit to the Cooperative a completed application to: Add a Stockholder(s) to an existing Stock Certificate and Proprietary Lease; or to Remove a Stockholder(s) from an existing Stock Certificate and Proprietary Lease; and pay the applicable fees associated with each Application, twenty-one (21) days before (or at the discretion of the Office Manager) the

Board meeting at which the Stockholder wishes their request be voted upon. Stockholders are advised to consult with their Tax Advisor and/or Attorney prior to submitting either of these applications as a transfer of ownership may result in changes to Real Estate tax exemptions as well as may require the submission of a Gift Tax return to the IRS.

All sales, mortgages, refinancing and transfers of ownership require the written approval of the Cooperative in accordance with the Proprietary Lease. The Cooperative approval shall be subject to all the terms and provisions of the Proprietary Lease, Rules and Regulations, the Cooperative Offering Plan, and By-Laws as it may, from time to time, have been amended. Purchaser shall be required to acknowledge receipt of such documents at Purchaser's membership interview meeting, which will be arranged by the Cooperative after receipt of the completed membership application. The Cooperative will give written notice of its decision to the Purchaser and the Stockholder. The Cooperative will require ten (10) days' notice prior to closing. A transfer fee of \$100.00 plus .05 cents a share, payable to the Cooperative from the Stockholder, shall be paid at or prior to closing on all sales. All closing documents must be in a form acceptable to the Cooperative.

Use and occupancy by a proposed purchaser prior to Cooperative written approval of sale and closing shall be deemed an unauthorized sublease and shall subject the Stockholder to an assessment of an Improper Use Fee of \$25.00 per day for each day such violation continues, in addition to such other remedies available to the Cooperative.

All prospective stockholders and tenants must read the Rules and Regulations and adhere to them. Additionally, any person living in a stockholders house, who is not an immediate family member (parent, spouse or child) for 90 days or more, must be vetted.

## **16. HUNTING AND TRAPPING**

Hunting or trapping shall not be permitted in Vail's Grove without the prior written approval of the Cooperative and possession of a current license or permit issued by the State of New York. At the Board's discretion, violation of this rule shall subject the Stockholder to an assessment of an Improper Use Fee of \$200.00 for each such violation.

## **17. FIREARMS**

Discharge of firearms, or air guns, or use of bow and arrow, cross bow, slingshots, or other similar devices in Vail's Grove shall be prohibited without the prior written approval of the Cooperative. At the Board's discretion, violation of this rule shall subject the Stockholder to as assessment of an Improper Use Fee of \$200.00 for each such violation.

## 18. ALTERATIONS

No Stockholder may change the exterior dimension of any structure or erect new structures on leased premises without the prior written consent of, and subject to such conditions as may be imposed by the Board of Directors. Request for such consent must be submitted to the Cooperative office at least 21 days (no exception) prior to the next scheduled Board meeting. Repairs necessitated by ordinary wear and tear shall not be subject to the Rule.

Demolition of any and all structures including sheds and decks must be approved by the board in writing as required in Section 4G of your proprietary lease.

It is the responsibility of the shareholder to submit to the Cooperative Board of Directors a completed application on the designated form(s). Prior to the commencement of any work, stockholders must have an affirmative vote from the Board of Directors and be in receipt of the approval letter. All alterations such as expansion of structure floor additions, structural and height changes, etc. must submit the following documents to the Cooperative Real Estate Committee:

### APPLICATION REQUIREMENTS

- A. **Plans** – Stamped and dated Architectural/Engineer drawings with ALL new dimensions of the proposed structure, including height from DATUM to proposed ridge line.
- B. **Datum Report** – Datum report from the licensed survey firm showing the proposed DATUM which shall be ascertained from the mid-point of the existing structure. The Real Estate committee will determine if the proposed Datum is acceptable for the determination of the maximum height of the new proposed structure.
- C. **Grade changes** – If a grade change is planned, the existing grade will be the grade used by the committee in determining the acceptable datum.
- D. **Drainage** – An engineered water run-off drainage plan for all side yard drainage will be required.
- E. **Surveys** – The Vails Grove Survey report is the only survey that will be accepted by the survey committee. On this report **all** recalculations will be drawn by the architect showing **any and all** proposed changes of the footprint of the proposed structure. All recalculated side yard clearances from new structure to property lines must be included. Upon completion of work where new home footprint (new foundation) exists, homeowner will be required to submit a new survey done by the survey company VG specifies.

## **PROPERTY LINES AND STRUCTURAL LIMITS**

- A. Minimum side yard clearances from any newly proposed structures to property lines are 10 feet.
- B. Minimum front yard clearance to nearest Vails Grove Road is 25 feet.
- C. Maximum height of newly proposed structures above datum is 30 feet.
- D. Maximum Height of any proposed sheds is 10 feet high.
- E. Maximum length and width of sheds are 10 x 10 foot.
- F. Maximum height for any fences throughout Vails Grove is 4 feet high from datum.
- G. No structures are to be permitted within 40 feet of Peach Lake.

## **ADDITIONAL REQUIREMENTS:**

- A. After Approval, it shall be the responsibility of the Stockholder to deliver a complete Building Department required packet to the office. The office will then stamp and or sign the completed building department plans so that said plans can then be submitted to the appropriate town entity. The co-op will issue a letter to the town (s) that only plans signed or stamped by us are to be considered approved. All plans missing said stamp are to be considered unapproved.
- B. Prior to the commencement of building stockholder will deliver copy of newly issued building permit to Vails Grove office.
- C. Inspection will be done by Real Estate Committee of all new footings and foundations forms prior to the pouring of any concrete.
- D. Inspection will be done by Real Estate Committee of newly built ridgeline to ascertain if building is in conformance with approved plans.

## **NOTE:**

If any of the above requirements are not met and complied with, the stockholder will be in violation of their approval letter issued by Board of Directors. The Vails Grove Cooperative reserves the right to issue a stop work order, contact the relevant town entities as well as issue an initial fine of \$500 and an additional \$50 per day until such violation is cured.

## **APPLICATION FEES:**

- 1. New/Replacement Sheds, fences = \$50
- 2. Construction of new deck above 18" roof lines, and add ons without foundation = \$100
- 3. New Construction exceeding 25% of existing structure = \$375
- 4. New Construction under 25% of existing structure = \$100

## **19. RETURNED CHECKS**

A \$35.00 fine will be imposed for all returned checks.

## **20. WATER CONSERVATION**

When the State or either County has imposed a water emergency; water watch; or any other drought condition calling for water conservation, the following applies to all Vail's Grove residents:

1. There will be no car washing.
2. There will be no watering of landscape with hoses or sprinklers. There will be no washing down of driveways or roadways.

Car washing or landscape watering or washing of roadways or driveways will result in a \$100.00 Improper Use Fee for each occurrence.

It is recommended that, water should not be left running when shaving, brushing teeth or washing. Clothes and dishwashing appliances should be run only with full loads.

## **21. PRIVACY NOTICE:**

To protect and safeguard your privacy, Vail's Grove

Cooperative, Incorporated has adopted a Privacy Policy.

Vail's Grove Cooperative will use non-public information about you received from you or third parties, ONLY as it deems necessary to the operation of the Cooperative. It will not disclose such information to any third parties without first obtaining your consent. Vail's Grove Cooperative will protect your information by maintaining same in locked file cabinets with access only by Cooperative personnel, specifically the Office Secretary and members of the Board of Directors with a legitimate need to access files for specific projects.



## **22. OIL STORAGE TANKS**

### **SECTION 1 -TANKS:**

All oil storage tanks must be covered by insurance or equivalent. Proof of current insurance must be kept on file in Cooperative Office as well as proof of Policy renewals.

At the Board's discretion, any violation of this rule shall subject the stockholder to an assessment of an Improper Use Fee of \$100 and an assessment of an additional Improper Use Fee of \$25 per day until the proper insurance is obtained.

### **SECTION 2- SALES:**

Proof of oil tank insurance or equivalent will be necessary at time of sale.

## **23. BOAT RAMP AND NORTH END STORAGE USE:**

Adherence to this process by all residents ensures convenient and safe boat storage and boat use for all Vail's Grove Stockholders.

There will be dates designated in both the fall and the spring for moving water vehicles in and out of the storage area and in and out of the lake. These dates will be announced well in advance via posted notices at the mailboxes, the gates at the North End and the Boat Ramp and a robo- call from the office, as well as on the official Vail's Grove Web Site ([www.vailsgrove.us](http://www.vailsgrove.us)). All residents who wish to make use of the storage area at the North End or the boat ramp next to the Pavilion are encouraged to do so on the designated dates. For those who are unable to move their water vehicles on the designated dates, access to the storage area and the boat ramp will be available by appointment only with designated key holders.

All water vehicles to be stored at the North End and/or to be launched from the boat ramp MUST be registered with the Vail's Grove Office and MUST display an official Vail's Grove registration sticker. This includes filing a form at the office describing the vehicle and providing verifiable ownership information by a Vail's Grove shareholder. Vehicles must have a current sticker before the gates (at either the storage area or the boat ramp) will be opened by authorized Vail's Grove personnel.

Authorized personnel for Vail's Grove who will have keys to the Boat Ramp and the gate at the North End will be Buildings & Grounds Chairperson, the Office Manager and a member of the Board in case of emergency. Buildings & Grounds will ensure that both gates are kept locked at all times. Appointments to move vehicles in and out of the North End Storage area must be made by calling the office to ensure that registration has been completed properly for the water vehicle being moved.

In addition, each boating season, five Vail's Grove shareholders who are members of the Boat Ramp and Storage Area Committee and meet the requirements for being members of the Cooperative in good standing will be assigned a key to the Boat Ramp to facilitate the moving of boats in and out of the lake during the season. Each key holder will be asked to:

- Sign for the key and agree to take financial responsibility so that if their key is lost or stolen they will pay to have the lock and all the outstanding keys replaced (approximately \$300).
- Keep a log of people borrowing the key (to be provided by the Office Manager) and submit the log to the Office on the first of each month of the boating season (June through November).
- Return the key to the Office Manager by Nov. 15 of the same year. BY RESOLUTION OF THE BOARD OF DIRECTORS

**VAIL'S GROVE COOPERATIVE, INC. (Corporate Seal)**

**Revision Date: MAY 2017**