



Leisure Village Association, Inc.

402 BRIDGEWATER DRIVE
RIDGE, NEW YORK 11961-1431

BOARD OF DIRECTORS
VILLAGE ADMINISTRATOR
(631) 744-0473
FAX (631) 744-2937

TREASURER'S OFFICE
(631) 744-1660
RECREATION OFFICE
(631) 744-0334
FAX (631) 744-0333

Dear Homeowner,

Please be advised that there has been a Rules & Regulations change effective April 8, 2022, regarding rentals. The cost to rent your unit is \$1,000.00 with a rental renewal fee of \$500.00 each year after with the same tenant. The following is a list of the requirements that you must have to rent out your unit.

1. A copy of the Lease Agreement between you and your tenant.
2. A copy of the **homeowner's** insurance on the rented unit.
3. The Notice of Offer and Intention to Lease signed by both the tenant(s) and owner(s).
4. A copy of the approval to rent your unit from the Town of Brookhaven (this must be done every 15 months).
5. The rental fee of \$1,000.00 (Renewal fee is \$500.00).
6. The Leisure Village Rental Guidelines signed by both the owner(s) and tenant(s).
7. A copy of your tenant's license or state ID card proving age.
8. There are NO pets permitted.

Please note that we only accept a minimum of one-year leases. If your lease is longer than one-year, Leisure Village still requires all the above-mentioned be provided on a yearly basis, excluding the lease agreement. When you are up for renewal you must submit copies of the above-mentioned documents to the Treasurer's Office on or before the expiration date. Unless we are notified that you are not renewing, on the lease expiration date you will be billed the \$500.00 renewal fee. You will be billed an additional \$10.00 per day until all the required documents and renewal fee have been received. If you fail to renew your lease and provide all the previously mentioned within 30 days of the renewal date it will be considered a new lease and the homeowner will have to pay a new rental fee of \$1,000.00. If you fail to renew your lease with all the previous mentioned information within 90 days, the lease will be terminated, and the tenant will have to vacate the unit immediately.

If you have any questions, please contact the Treasurer's Office.

Sincerely,
The Board of Directors
An Active Independent Adult Community!

NOTICE OF OFFER AND INTENTION TO LEASE

TO: BOARD OF DIRECTORS
 LEISURE VILLAGE ASSOCIATION, INC.
 402 BRIDGEWATER DR RIDGE,
 NEW YORK 11961

DATE: _____

"Pursuant to Article VIII, Section 1, of the By-Laws of Leisure Village Condominiums, I hereby offer to lease the following unit, together with the individual interest in the common elements appurtenant thereto, in conformance with the rules annexed hereto, and request that you either notify me of your acceptance or issue a Certificate of Termination of Right of First Refusal."

I (We) have received an offer to lease the following described premises in Leisure Village:

OWNER: (LESSOR)			
ADDRESS:	CONDO#	UNIT#:	STREET:
			TYPE:
RENTER: (LESSEE)			
ADDRESS:			
RENTAL PRICE:	\$	PER MONTH	
TERM OF LEASE:	START DATE:	EXPIRATION DATE:	

******Please Note one (1) year leases only******

The Board of Directors of Leisure Village Association, Inc. hereby acknowledges Notice of Intention to Lease the above referenced premises and with the acceptance of the following rules by the proposed leaser:

- Waives the right to lease same and does hereby certify its termination of Right of First Refusal of this offer, provided the unit owner and proposed lessee have signed the attached form entitled "RULES AND CONDITIONS REGARDING RENTAL/LEASING OF UNIT NO. _____".
- Elects to lease same.

Complete the Notice of Offer form. The owner and renter should read the stipulations in the package. Return the package dated and signed with the Lease Agreement and a non-refundable check for \$1,000.00 for a new lease and \$500.00 for a renewal.

Date: _____

By: _____

Board of Directors

RULES AND CONDITION REGARDING RENTAL/LEASING OF UNIT

The owner and lessee (tenant), by signing at the foot hereof, agree to the following terms and conditions regarding the rental of the referenced unit: _____

1. All leases of units must be in writing, in a form approved by the Leisure Village Association, Inc., (the Association), and must be filed with the Association **prior** to the commencement of the tenancy.
2. In addition, to ensure that the unit is occupied in accordance with the lease and in compliance of the Association with the Offering Plan and the Amended By-Laws Policies, Rules and Regulations (Blue Book,) the lease period is for one (1) year only and must be renewed annually.
3. The Association shall provide the tenant with copies of the Offering Plan and the most current edition of: "Amended By-Laws Policies, Rules & Regulations."
4. The tenant acknowledges that he/she is required to observe all rules, regulations and policies as well as all by-law provisions applicable to the use of the unit, the common areas and the Association's facilities.
5. The leases must incorporate by reference the items listed in number 3 above and must recite that the tenant has reviewed them, is subject to them and will comply therewith.
6. The lease shall further provide that upon written notice to the tenant of the unit owner's default in paying the monthly common charges, assessments, or related charges, **he/she shall thereafter pay the rent to the Association**, which shall apply same first to paying all Condominium and Leisure Village Association, Inc. charges, that remain unpaid, and paying the balance, if any, to the unit owner. This assignment of rents shall continue until such time as all arrears have been paid and the unit owner resumes timely payments of the charges as they become due.
7. The lease shall further provide that the Association shall have the power to terminate such lease and to bring summary proceedings or any other action to evict the tenant in the name of the unit owner in the event of any default by the tenant in the performance of the lease. In the event the Association commences summary proceedings or other eviction action against the tenant, the unit owner shall be liable for the Board's expenses therein, including its reasonable attorney's fees. Said sum shall be a special assessment against the unit.
8. The lease shall further provide that it may not be modified, amended, extended or assigned without prior consent in writing of the Association.
9. This paragraph is optional and can be crossed-out at the owner's election: The owner agrees to permit the tenant to designate a person to have entry into the village and into the leased unit upon the death or incompetency of the tenant and to remove all furnishings and belongings from the unit. The tenant may change this designation at any time during the tenancy by filing a written change with the Treasurer's Office at Leisure Village Association, Inc. Name: _____
Address and Phone #: _____

10. A **Non-Refundable** processing/registration fee of \$1,000.00 is required upon requesting The Right of First Refusal, which covers expenses for the first year of the lease. Where a lease has a term in excess of one year, the Tenant must re-register on an annual basis.
A **Non-Refundable** administrative fee in the sum of \$500.00 will be required to be paid by the owner for each yearly renewal. If the owner fails to pay the \$500.00 lease renewal fee within 30 days of the renewal date it will be considered a new lease and the homeowner will have to pay a new rental fee of \$1,000.00. If the owner fails to renew the lease and pay the rental fee within 90 days their lease will be terminated and the renter will be required to vacate the premises immediately.
11. The **owner** is required to have homeowner's insurance for any unit that is being rented out and copy must be given to the Treasurer's Office.
12. The **owner** is required to have approval and proper paperwork from the Town of Brookhaven giving them permission to the unit. This must be done every fifteen (15) months and a copy must be given to the Treasurer's Office. This is a requirement from the Town of Brookhaven.
13. The tenant shall not sublet the lease.
14. Prior to vacating the unit, the tenant agrees to return to the Administration Office all Association property including the Offering Plan, Blue Book, photo ID and (4) guest badges. The owner shall use his/her best efforts to ensure compliance by the tenant but shall be responsible to the Association for all replacement cost of said property if the tenant fails to return same.
15. This agreement binds these parties here to their heirs, assigns or successors.

Addendum to Lease

- A) *For any unit being leased or any lease renewal occurring after the effective date of this rule, Members must attach to the Primary Lease, a Lease Addendum, signed by both the Member and the Renter, in the form provided by the Association, as amended from time to time, and incorporated herein by reference. Members may include in the Primary Lease any provisions they desire, provided such provisions do not contradict the Lease Addendum, Offering Plan, Amended By-Laws, Policies, Rules and Regulations of the Association, or applicable law or public policy.*
- B) *The renter agrees to abide by all provisions of the Association's Offering Plan, Amended By-Laws, Policies, Rules and Regulations (The Blue Book) The renter acknowledges receipt of a copy of these Documents. The renter further acknowledges that Renter's failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and the Lease.*

Read and accepted this _____ day of _____ 20__ by:

Tenant

- C) *All parties agree that the term "lease " herein is defined to include both the Primary Lease and the Lease Addendum. The parties also agree that all the stipulations stated in the Lease Addendum shall be deemed part the Primary Lease and incorporated entirely therein as if included originally. The parties further*

agree that, in case of a conflict between the terms of the Lease Addendum and the Primary Lease, the terms of this Lease Addendum shall take precedence.

- D) The Primary Lease is subject to and consistent with the provisions of these Documents, as the same may be amended from time to time, in the event of any inconsistency between the Primary Lease and provisions of these Documents, the provisions of these Documents shall take precedence.*
- E) Member/Landlord hereby transfers and assigns to renter for the term of the lease any and all rights and privileges that Member/Landlord has to use the Association's common elements, including, but not limited to, the use of any and all recreational facilities and amenities. Member/Landlord and Renter acknowledge that the Association reserves the right to withhold access to common element amenities from Renter for any reason that it would, under the terms of these Documents, be authorized to refuse a member such access, including Renter's failure to comply with any of the provisions of these Documents, or Member's/Landlord's failure to pay monthly assessments when due.*
- F) The renter has the right to park an Association registered vehicle either in the garage, which is incorporated in the unit being rented, or if the rented unit does not have a garage, then in the assigned parking space, which has the number of the rental unit painted on it. Because of space constraints and Association parking regulations, we cannot guarantee parking availability for more than one Association registered vehicle. If a rented unit has a garage and a driveway, a second Association registered vehicle must be parked on such driveway. However, when the rented unit does not have a garage, a second Association registered vehicle must be parked in an unassigned spot near unit. These spots are on a first come, first serve basis. As of May 31, 2021, any new renter moving into the community must adhere to our one car per resident policy.*
- G) In the event of a default by the Renter in the performance of terms of the Primary Lease of this Lease Addendum, or of the Offering Plan, Amended By-Laws, Policies, Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Member/Landlord of the default(s) and demand that they be corrected through the Member's/Landlord's efforts within 30 days after such notice. If the default(s) is not corrected within a 30-day period, the Member/Landlord shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against Renter.*

The eviction action shall not be settled without the prior consent of the Association or its representative in the event the Member/Landlord fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Member/Landlord, at the Member/Landlord's sole cost and expense, including all legal fees incurred.

The Member/Landlord hereby irrevocably names, constitutes, appoints, and confirms the Association as his or her attorney-in-fact to take all such actions as it deems appropriate on his/her behalf

All costs and attorney's fees incurred by the Association to enforce the terms of the Primary Lease or of this Lease Addendum, or of the Offering Plan, Amended By-Laws, Policies, Rules and Regulations of the Association, or to evict Renter pursuant thereto, will be assessed against the Unit and the owner thereof, and shall be deemed to constitute a lien on the Unit involved.

The Association may enforce collection of the lien in the same manner as an assessment. Both the Member/Landlord and Renter acknowledge that the Association is a third-party beneficiary of the Primary Lease and Lease Addendum.

This Agreement will remain in effect for the term of the lease provided that Homeowner's insurance and the Town of Brookhaven Rental permit remain current. Failure to comply will result in loss of Renters amenities. Furthermore, we will have no choice but to have our attorney handle the matter. Any and all legal fees incurred will be the responsibility of the Member/Landlord.

Read and accepted this _____ day of _____ 20__ by:

Unit Owner(s) Signature

Tenant(s) Signature

LEISURE VILLAGE RENTAL GUIDELINE

Please read the following list and check them off as you read them. By checking each box off this means you fully understand each statement.

Owner(s)	Renter(s)	Rules and Regulations
		All Owners are required to have homeowner's insurance for any unit that is being rented out and a copy must be given to the Treasures Office
		All Owners are required to have approval and proper paperwork from the Town of Brookhaven giving them permission to rent the unit. This must be renewed every fifteen months
		All Owners and Renters must fill out the Notice of Offer and Intention to Lease and get approval from the Board of Directors. This must be done every year
		All Owners must pay an initial \$1000.00 rental fee
		All Owners must pay an additional \$500.00 every year on the lease renewal date. If the Owner fails to pay the \$500.00 renewal fee within 30 days of the renewal date it will be considered a new lease and the homeowner will have to a new rental fee of \$1,000.00. If the owner fails to renew the lease and pay the rental fee within 90 days their lease will be terminated, and the renter will be required to vacate the premises immediately.
		The Blue Book must be kept in the unit at all times. The Blue Book must be kept updated by the renter.
		Renters are required to read the Blue Book – Rules and Regulations before renting a unit.
		If the owner fails to pay their maintenance charges within 30 days of the due date, the renter is required to pay their rent to Leisure Village.
		Leisure Village has a NO pet policy for rentals
		It the responsibility of the homeowner to inform the Treasurers Office when the renter moves out

By signing this document, you fully understand and agree to these terms and conditions.

 Renter(s) Signature

 Owner(s) Signature



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INSTRUCTIONS & RULES STRICTLY ENFORCED

FOR THE PROSPECTIVE RENTER(S):

1. Resident shall adhere to By-Laws of Leisure Village Association, Inc.
2. Resident agrees the unit will be used and occupied in accordance with the age restrictions set forth in the Declaration of Condominium as well as the zoning rules of the Town of Brookhaven.
3. Resident agrees that there will be no more than three persons living in a unit.
4. Gas BBQs are strictly prohibited.
5. Non- garaged units are assigned one spot only. Garages are for vehicles, not storage.
6. Guests are not permitted to use the amenities without being accompanied by the resident, badges are mandatory.
7. All resident vehicles should obtain a barcode on their vehicle for access into the community.
8. **Resident MUST contact the Treasurer's Office at 744-1660 at least 2 (two) days prior to the start of the lease to set up a registration appointment. Appointment takes place after the lease date begins. No walk-in registrations, by appointment only.**

Renter(s) _____

State of New York
County of _____), ss

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

BOARD OF DIRECTORS

LEISURE VILLAGE ASSOCIATION, NC

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Leisure Village Vehicle Policy

There is only one car permissible, per resident, per unit. (Ex: If there is one resident in the unit, only one car is allowed. If there are two residents in the unit, only two vehicles are permitted.) There are no more than three residents/vehicles permitted.

Garaged unit must utilize their garage and driveway. Resident street parking is only for use of a third residents' vehicle. There is one side of the street parking as determined by you and your neighbors.

Non-garaged units must use their assigned spot, not the street for convenience. Any additional vehicles may be parked in an unassigned spot or on the street. There is one side of the street parking as determined by you and your neighbors. Back In/ Reverse parking is not permitted by any non-garaged unit.

By signing this, you are acknowledging that you are aware of the policy and agree to adhere to it.

Resident Signature

Date

Resident Signature

Date

State of New York
County of _____), ss

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



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DATE: _____

TO WHOM IT MAY CONCERN:

I HAVE READ THE LEISURE VILLAGE ASSOCIATION, AMENDED BY-LAWS
POLICIES RULES AND REGULATIONS OF LEISURE VILLAGE (BLUE BOOK)

SIGNATURE(S) OF PROSPECTIVE BUYER(S)/ RENTER(S)



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March 12, 2009

Dear Owner,

It has come to our attention that the Town of Brookhaven requires owners of a rental unit such as a house, condo, or co-op to obtain from the Department of Building and Fire Prevention a permit which allows the owner to rent or lease their dwelling.

If you have not obtained the PERMIT FORMS from the Township please do so as soon as possible. When you have an approved permit, please forward a copy to the Administration Office.

You can contact the Department of Building and Fire Prevention at:

1 Independence Hill
Farmingville, NY 11738
Telephone (631) 451-6333
Fax (631) 451-6341

New Owner (s) Signature: _____

Sincerely,

The Board of Directors

A decorative border of repeating floral motifs surrounds the text. The motifs are stylized, resembling flowers or leaves, and are arranged in a continuous line along the top, bottom, and sides of the page.

IMPORTANT INFORMATION FOR NEW RENTERS IN LEISURE VILLAGE

Leisure Village is a gated community with full time security protection provided by Katta Security, and they will not allow entry to any new resident if not properly informed by the Administration Office of Leisure Village.

You must call the Treasurer's Office at (631)744-1660 (Monday-Friday 8:00am-4:00pm), two days prior to the start date of your lease to schedule a registration appointment. This will enable us to contact Security so you will have access from the start date of your lease. If you fail to contact us you will have a difficult time getting into the Village and if this lease date should fall on or over a weekend, you will not be admitted.

The scheduled registration appointment will be held in the Treasurer's Office of Leisure Village, located in the Administration Building in the complex. No walk-in registrations are accepted. You must provide us with proof of your age since there is an age requirement for living in the Village (one resident must be at least 55 years old).

During your registration you will be scheduled for a photo I.D. (residents living in the Village only), receive a packet of important information, and have a brief orientation to answer questions to help you with your adjustments into condo living. If you have a valid registration in your name, you will be entitled to have a bar code affixed to your vehicle (\$10.00 per car) for entry into the Village. The Bar Code is available only for persons named on the rental lease. If you do not drive, and/or do not have a car registered in your name, the photo I.D will be used as your entry into the Village.

Looking forward to meeting you!

Leisure Village Association, Inc.

Board of Directors



Town of Brookhaven Long Island

RENTAL REGISTRATION PERMIT REQUIREMENT

ALL FORMS MUST INCLUDE OWNER OR AGENTS PHYSICAL ADDRESS—NO P.O. BOX NUMBERS WILL BE ACCEPTED

1. **BUILDING PERMIT APPLICATION**—completed and signed by OWNER, MANAGING AGENT, OR DWELLING OPERATOR
2. **RENTAL REGISTRATION FORM**—completed and signed by one of those listed in #1 above. The form must be notarized.
3. **DISCLOSURE AFFIDAVIT**—completed and signed by applicant.
4. **CERTIFICATION OF STRUCTURES FORM**
5. **FEES**—a non-refundable permit application fee payable upon filing an application in accordance with the following schedule of rental dwelling units per structure:

<u>TYPE OF DWELLING</u>	<u>FEE</u>
One (1) bedroom	\$95
Two (2) bedrooms	\$160
Three (3) bedrooms	\$220
Four (4) bedrooms	\$285
More than 4 bedrooms	\$345 plus \$100 for each bedroom in excess of 4
<u>MULTI-UNIT APARTMENT COMPLEXES</u>	
	<u>FEE</u>
4 to 50 units	\$1,000
51 to 200 units	\$1,500
101 to 200 units	\$2,500
Over 200 units	\$5,000

6. **FOUR (4) COPIES OF A SURVEY OF THE PREMISES**—drawn to scale not greater than forty (40) feet to one inch, or, if not shown on the survey, a site plan, drawn to scale, showing all buildings, structures, walks, driveways and other physical features of the premises and the number, location and access of existing and proposed on-site vehicle parking facilities. Surveys must be complete and legible, include the surveyor's seal, survey date/or revision date and the distance from the nearest tie street. Condominiums without surveys require a certified copy of the deed.
7. **THREE (3) COPIES OF THE FLOOR PLAN OF EACH RENTAL DWELLING UNIT**—Plans are to be drawn with a straight edge in scale, neat, accurate and include: dimensions and uses of all rooms, hallways, foyers, porches and other spaces; window type and sizes for sleeping rooms; door dimensions and smoke detectors.
8. **ONE (1) PHOTOCOPY OF ALL CERTIFICATES OF:**

OCCUPANCY (CO)	EXISTING USE (CEU)	(Required for existing structures)
COMPLIANCE (CC)	ZONING COMPLIANCE (CZC)	
9. Upon the filing of a Rental Registration application a Temporary Rental Registration will be issued. The Temporary Rental Registration expires **ninety (90) days from issuance**. Within ninety (90) days of the issuance of the Temporary Rental Registration the owner/applicant of the rental dwelling unit shall (1) arrange for an inspection of the unit or units and the premises on which the same are located by the Town of Brookhaven Building Division, or (2) provide to the Chief Building Inspector an Inspection Report signed by either a NYS licensed professional engineer, a NYS licensed registered architect or a NYS licensed home inspector that certifies the structure and the dwelling units contained therein meet all applicable housing, sanitary, building, electrical and fire codes, rules and regulations including Town of Brookhaven Town Code Chapter 82 Section 3 (Neighborhood Preservation Requirements) and Chapter 85 Section 9 (Conformance), The Property Maintenance Code of NYS and The Fire Code of NYS.

When within the ninety (90) days in which the Temporary Rental Registration is valid that there occurs approval of the inspection standards by a Town of Brookhaven Building Inspector or proof of approval of the inspection standards by the NYS licensed professional referenced above. The Chief Building Inspector will issue for dwelling units located in a one, two, or three family dwelling a Provisional House Rental License valid for **15 months** from the date of issuance of the Temporary Rental Registration, and for multi-unit apartment complexes a Provisional House Rental License valid for **2 years** from the date of issuance of the Temporary Rental Registration.

9/13

Department of Building and Fire Prevention
Martin W. Haley, Commissioner
Building Division • Arthur Gerhauser, Chief Building Inspector
One Independence Hill, Farmingville, NY 11738 • Phone 631-451-6333 • Fax 631-451-6341