



## WATERTREE OF DEWITT CONDOMINIUMS

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# House Rules

for all Watertree Homes

updated July 2026

# BY-LAWS ARTICLE VIII. HOUSE RULES

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### **Section 1. Purpose**

In addition to the other provisions of these By-Laws, the following House Rules and Regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Homes and the conduct of all residents thereof.

(a) Unless otherwise specified, there is a \$250 fee for each violation of the House Rules.

### **Section 2. Occupancy**

All Homes shall be used for single family residence purposes only as such term is defined in the Declaration.

(a) Short-term rentals (less than 90 days) are not permitted at Watertree. Homeowners will be charged \$3,000 (three thousand dollars) for the first violation; \$6,000 for the second violation; \$9,000 each for the third and any further violations.

### **Section 3. Use of Premises for Noise and Disturbance Avoidance**

Homeowners shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium.

(a) The wood framed Buildings are far from sound-proof, and nobody can expect complete silence all the time. However, there are some things that can be done to make the noise problems a little more bearable:

- (1) Don't slam your front door or the utility room door. If it won't close without slamming it, call the management office for advice on how to adjust the latch.
- (2) If you like loud music, tv, or video games, use headphones.
- (3) Walk lightly, use carpeting or area rugs. Keep children from running and jumping.
- (4) Refrain from vacuuming, banging, exercising, running the laundry, and other loud noises between 10PM and 8AM.
- (5) Walk on the stairs – don't run or stomp.

#### **Section 4. Common Elements – Common Area Storage Policy**

The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. The Common Elements shall be defined as the lawn, the sidewalks, Building entrances, the landings, the foyer by the mailboxes, and the utility room. The Common Area Storage Policy explains acceptable and unacceptable use of the Common Elements:

##### Common Area Storage Policy, part 1: Building Entrances

(a) Building entrances – acceptable:

An outdoor-style chair or bench

A potted plant

A small container filled with sand for extinguishing cigarette butts – it must be discreetly placed in a corner

A garden hose concealed in a plastic container made for that purpose

An American flag or seasonal banner

(b) Building entrances – unacceptable:

Bicycles

Strollers, walkers, scooters, skis, skateboards, etc.

Empty flower pots

Grills & other items used for grilling

Watering cans, hoses, brooms, shovels, gardening tools, pails, etc.

Anything hanging from the drain spouts

Non-seasonal decorations (Example: spring decoration in August)

Storage containers, including covered plastic containers

Toys (for children or pets)

**Smoking is not permitted on the landings, stairwells, or immediately in front of Buildings.**

\*Grills must be stored out of sight – **without propane** in your individual storage closet in the basement, or **with propane** outside behind a bush, under the balcony overhang between Building sections, or behind the Building. They cannot be stored in the Common Area of the utility room or on the balcony of your unit. They must be covered with a cover designed for a grill. Also, please do not block the windows of the lower-level condos. All grills should be tagged with a metal, numbered grill tag available from the Watertree office.

\*\*Bicycles, strollers, snow shovels, and brooms may be stored in a designated area in the utility rooms. They must be labeled with your unit number.

\*\*\***All** other unacceptable items must be kept in your Home or in your individual storage closet in the basement.

## Common Area Storage Policy, part 2: Landings & Foyers

### (c) On the landings & in the foyer by the mailboxes – acceptable:

A door mat plus any two (2) of the following items:

A 2<sup>nd</sup> door mat

An outdoor-style chair or bench

A small outdoor side table

A plaque

A wreath

Decorative house numbers

A potted plant (real or artificial; foliage or flowering)

A hanging plant (real or artificial; foliage or flowering)

A seasonal decoration

A set of wind chimes

An American flag

**Note: The 2-item limit includes decorations on your front door and on your screen/storm door.**

### (d) On the landings & in the foyer by the mailboxes – unacceptable:

Bicycles, strollers, walkers, skis, scooters, skateboards etc.

Grills & other items used for grilling

Brooms, shovels, rakes, gardening tools, etc.

Ash trays or containers for cigarette butts

Tires (car and bicycle)

Indoor-style furniture (tables & chairs, bookcases, rocking chairs, lamps, etc.)

Candles, lanterns, party lights

Electrical cords and wires

Non-seasonal decorations (Example: spring decoration in August)

Shoe racks, shoes, boots, etc.

Stickers on the doors

Pictures, framed and unframed

Toys (for children or pets)

Tools, paint cans/brushes, & other construction equipment

Storage containers of any kind (including plastic, cardboard, and baskets)

Empty flower pots

Watering cans, pails, coolers, aquariums, etc.

Anything hanging from the lights, the stairs, the railings, or the drain spouts

e) Holiday lights are permissible between November 15<sup>th</sup> and January 9<sup>th</sup> with prior written Board consent. Submit decoration requests to the office at least two weeks in advance and include a detailed description of the decorations and timeframe. The Board of Managers reserves the right to remove any unauthorized decorations and accepts no responsibility for damage, storage, or disposal of removed items.

(f) **Charcoal grills and firepits are prohibited.** A grill of any kind may **not** be used on the balconies, landings, or in the foyer by the mailboxes. No grill may be used within 15 feet of the Buildings.

(g) No baby carriages, bicycles, scooters, skateboards, or similar vehicles shall be allowed to stand on the sidewalks.

(h) Storage of personal items in the utility room is not permitted, except for bicycles, strollers, snow shovels, and brooms, provided they don't block access to storage lockers, meters, or other mechanicals. Do not chain bicycles or strollers to any pipes in the utility room. Bicycles, strollers, snow shovels, and brooms must be labeled with your unit number. Unmarked or unauthorized items will be periodically removed by staff.

(i) No items shall be left on the lawn which obstruct lawncare including, but not limited to, furniture, grills, temporary or permanent structures, wading pools, or toys. No swings or swing chairs may be assembled on the lawn or hung from any tree or structure.

#### **Section 5.     Liability for Damages**

Every Homeowner shall be liable for any and all damage to the Common Elements and the property on the Condominium, which shall be caused by said Homeowner or such other person for whose conduct he is legally responsible. This liability includes any damages caused or extended due to a resident impeding access by maintenance staff to elements behind walls or ceilings for necessary maintenance work.

#### **Section 6.     Maintenance and Repairs**

(a) Every Homeowner must perform promptly all maintenance and repair work to his own Home, which, if omitted, would affect the Community in its entirety or in a part belonging to other Homeowners, he being expressly responsible for the damages and liabilities that his failure to do so may engender.

At times maintenance staff may need to access plumbing or other elements behind an owner's walls or ceilings: maintenance staff will only be responsible for repairing and/or replacing what is considered typical wall or ceiling materials (i.e. sheetrock and paint). The Homeowner maintains responsibility for any improvements beyond this; Watertree

and its staff assumes no responsibility for replacing/repairing special improvements that impede necessary access to plumbing or other elements behind walls or ceilings. Owners are encouraged to communicate with maintenance staff before making changes or upgrades to bathroom walls or ceilings, or placement of cabinetry, or any other changes to your walls or ceilings.

(b) All the repairs to internal installations of the Home located in and servicing only that Home, such as gas, electrical, cable, and sanitary installations (except plumbing stoppage) shall be at the Homeowner's expense.

(c) All contractors and subcontractors hired to complete work on Watertree Property must be insured.

(d) Owners will be billed for all damage and clean-up caused to another unit due to sink or toilet backups that were caused by negligence, such as disposal of grease, vegetable peels, bones, kitty litter, paper products, sanitary napkins, wipes, etc. Watertree management will give one warning. Homeowners will be charged \$250 per occurrence for 2<sup>nd</sup> occurrence and any ongoing occurrence(s) of causing backups.

(e) Common Charges, including utilities, are due when rendered. Any Homeowner who encounters financial difficulty is encouraged to contact the Board of Managers immediately. Accounts that are not paid in full by the date listed on the invoice plus a ten (10) day grace period may be assessed a charge of \$25.00 per month to cover the additional burden occasioned by the lack of timely payment. Additional finance charges of 1.5% per month (18% nominal annual rate) may be charged on any outstanding balance at the start of the next billing cycle.

## **Section 7.     Structural Modifications and Alterations**

An Owner shall not make structural modifications to the Home or other alterations which would impair the structural soundness of the Home without the written consent of a majority in common interest of the Homeowners. Consent may be requested through the management agent or through the President of the Board of Managers. The Homeowners shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

(a) Homeowners must submit a plan (certified by an architect or an engineer) to the Board of Managers for written approval on any renovation project involving alteration/removal of a load bearing wall.



(b) Permission must be obtained in writing from the Board of Managers before any structural change is made to the Building including removal of load bearing walls, replacement of windows and exterior doors, and installation of additional windows.

### **Section 8.     Usage of Buildings and Grounds**

(a) Smoking is prohibited on the landings, stairwells, foyer by the mailboxes, Building entry, utility room, and immediately in front of the Building. Non-resident Homeowners are encouraged to rent to non-smokers. Cigarette butts should be disposed of in an appropriate container, not thrown on the ground at the Building entry.

(b) No resident of the Community shall post any advertisement or posters of any kind (except a sign no longer than 1 foot by 2 feet containing the name of a professional tenant or Homeowner, the designation of his profession and the word “office” and located in the Home or the Common Elements restricted to the use of the Homeowner) in or on the Community except as authorized by the Board of Managers.

(c) It is prohibited to hang garments, rugs, etc. from the windows or from any of the Buildings or to string clothes lines on or over the Common Elements (including the irrevocable restricted areas). It is also prohibited to hang items of any kind over the stairwell railings.

(d) No fence shall be erected in the Community without the prior written consent of the Board of Managers.

(e) No antennas or telephone wires shall be erected on the exterior of Homes or the Common Elements without the prior written consent of the Board of Managers.

(f) Internet devices such as a satellite dish, Starlink, etc. require prior written approval from the Board. These requests, including the details of installation (i.e. exact location and manner of installation), will be considered on a case-by-case basis and in compliance with applicable laws.

(g) No Homeowner shall move, remove, add, or otherwise change the landscaping in the Community without prior written consent of the Board of Managers. The Watertree landscaping goal is to maintain beautiful grounds with natural plantings. The Board of Managers reserves the right to remove any unauthorized decorations and accepts no responsibility for damage, storage, or disposal of removed items.

Residents are required to follow the Watertree Gardening Protocol as follows:

Gardening Protocol

- (1) No artificial plants or flowers.
- (2) Plantings should not grow to heights that block signage.
- (3) No garden paraphernalia, other than traditional American flags, properly displayed, for national holidays.
- (4) No attachments to signage.
- (5) No solar lighting fixtures.
- (6) Only naturally colored mulch and stone.

(h) No Homeowner shall paint the exterior surfaces of the windows and doors opening out of his Home or the exterior surface of any balcony abutting his Home. All windows and doors must conform to the overall color scheme of Watertree.

(i) The irrevocable restricted balcony areas shall not be used for storage of furniture or otherwise for storage purposes. These areas shall not contain excessive furniture, nor shall the Homeowner erect or construct any locker or storage cabinets therein. It is also prohibited to hang garments, rugs, etc. over the balcony railing. No balcony shall be enclosed, decorated, or covered by any awning or otherwise without prior written consent of the Board of Managers.

(j) The storage areas in the Community which are available to Homeowners shall be used only in accordance with the Rules and Regulations adopted by the Board of Managers. Such storage shall be for the sole benefit of the Homeowner and no liability to the Homeowner by the Board of Managers shall arise out of such storage. No Homeowner shall store any inflammable, combustible, or explosive fluid, material, chemical, or substance in the storage area.

(k) Utility room common areas shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or any other article be thrown into the same. No Homeowner shall store any inflammable, combustible, or explosive fluid, material, chemical, or substance in the utility room common areas. Each Homeowner shall store personal effects in the utility room common areas at his own risk.

(l) No Homeowner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Home any inflammable, combustible, or explosive fluid, material, chemical, or substance, except for normal household use.

- (m) Individual washers and dryers cannot be installed in any unit. Laundry equipment is available in the basement utility room for the use of the residents in the Building only.
- (n) Garbage disposals cannot be installed in any unit.
- (o) If you use an exterior security camera, take care to respect applicable privacy laws. Use equipment that conforms with the overall color scheme of Watertree.
- (p) Properly installed window air conditioner units are allowed each summer until October 15<sup>th</sup> each year. Use plexiglass or wood painted to match the building exterior to fill gaps above or around the unit for a consistent and attractive appearance for our community. **\*\*Prevent fires by using the appropriate extension cord.\*\*** If you must use an extension cord, then please verify which gauge you need. Typically, a 20-amp window unit requires a 12-gauge cord; a 15-amp unit usually requires a 14-gauge cord.
- (q) Birdfeeders without seeds, such as hummingbird feeders, are allowed during the appropriate seasons in an appropriate area such as on your balcony. Birdseed is not allowed outside in feeders or in general.

### **Section 9.    Pets**

No bird, reptile, dog, cat, or other animal shall be permitted, kept, or harbored in any Building or Home unless the same in each instance be expressly permitted in writing by the Board of Managers or the managing agent and such consent, if given, shall be revocable by the Board of Managers or the managing agent in their sole discretion, at any time upon three (3) days written notice from the Board of Managers. In no event shall any bird, reptile, dog, cat, or other animal be permitted in any of the public portions of the Buildings, unless carried or on leash, nor in any grass or garden plot under any circumstances.

- (a) Pets are permitted in the Community. The Homeowner must receive prior written consent via the Pet Consent Form before the Owner or his tenant can harbor a pet. The Pet Rules apply to both the Homeowner and his tenant. Residents are limited to only one (1) dog and one (1) cat, or two (2) cats (when there is no dog). Homeowners will be charged \$250 per month for harboring an unauthorized pet.
- (b) Permission will not be granted for the following breeds which are known to have aggressive tendencies: German Shepherd, Rottweiler, Doberman Pinscher, Staffordshire Terrier, Pit Bull, Bull Dog, Akita, etc. Homeowners will be charged \$250 per month for harboring an unauthorized breed.
- (c) The Homeowner is responsible financially for any damage to the Buildings or Common Elements caused by his pet and/or his tenant's pet.

(d) The Homeowner and his tenant must comply with the following Pet Rules:

**Pet Rules**

1. Pet owners are responsible for preventing their pet from being a nuisance to other residents and guests in the Community.
2. Pet owners are responsible to pick-up and remove their pet's waste from all Community and Building Common Areas. Dog waste is your responsibility. Clean up after your dog. Don't damage property. See also Town of DeWitt Code Sec. 77.  
Homeowners will be charged \$100 per month for not properly cleaning up dog waste.
3. Dog waste should be sealed in a plastic bag before being placed in the trash containers on the grounds and cat litter should be sealed in a plastic bag before being placed in the dumpsters.
4. Dogs must be leashed and accompanied when on Community property. Tethering to trees, ground spikes, or Building railings is not permitted.  
Homeowners will be charged \$100 per month for unleashed dog(s).
5. Food and/or water for pets may not be placed on the landings or in any other common areas.
6. Dogs must be walked away from the front entry areas of the Buildings.
7. Dogs should not be permitted to urinate on any shrubs or plantings.
8. Dogs may not be penned on the balconies.

**Section 10. Vehicle Parking, Repairs, and Storage**

No repair of motor vehicles shall be made in any of the roadways, driveways, or parking areas of the Condominium nor shall such areas be used for storage or long-term parking (in excess of five days without use) of any automobile, boat, trailer, camper, bus, truck, or commercial vehicle. Any such parking shall be subject, in addition, to any restriction due to zoning or local ordinance requirements.

(a) All vehicles parked in the Community parking lots must be registered and inspected pursuant to the laws of New York State.

(b) No person shall improperly park a vehicle or otherwise obstruct any residents' use of or ingress or egress to any parking space.

(c) No trailers or motorhomes may be stored (in excess of three days) on the property. Temporary storage is permitted, but residents' good judgment and cooperation is necessary to make this flexible policy work. Residents wishing to temporarily store a trailer or motorhome on the property must obtain permission from the management office prior to placing the vehicle in the parking lot.

(d) No trailers, motorhomes, or motorcycles may be parked in the Community parking lots between November 15<sup>th</sup> and April 15<sup>th</sup>.

(e) No vehicle with more than four (4) tires may be parked in the parking lots other than for pick-up/delivery or when used by contractors who are performing work on property.

(f) Oil and other fluid leaks must be repaired promptly. The Homeowner is responsible for damage to the pavement caused by a fluid leak from a vehicle.

(g) There are no assigned parking spaces, except handicapped.

(h) In the winter, park cars in the middle or back row of the lot to allow snow plowing in the front row of the parking lot by the sidewalk. Once the lot is plowed, residents are welcome to park anywhere. If residents don't leave for work first thing in the morning, then please don't park in the front row the night before.

(i) Homeowners will be charged \$200 per month for unauthorized or illegal vehicle storage.

(j) Electric bikes, electric scooters, and any other comparable devices powered by lithium ion or nickel metal hydride or similar battery are prohibited from Watertree property. Homeowners will be charged \$250 fee per day for violation of this rule.

#### **Section 11. Recreational Facilities**

No person shall be permitted to use the recreational facilities of the Association except in accordance with the Rules and Regulations established by the Association's Board of Managers and as provided in the Declaration of Covenants, Restrictions, Easements, Charges, and Liens applicable to the Condominium and certain contiguous lands.

(a) The pool is open from Memorial Day to Labor Day, at the discretion of the Board of Managers, and is available at no charge for Homeowners and residents.  
(see Pool Rules, next page)

(b) The Clubhouse has a large hall which may be rented.  
(see Clubhouse Rental Guidelines, next pages)

(c) The tennis courts will be open at the discretion of the Board of Managers. The tennis courts are kept locked to prevent unauthorized use. A key will be provided by the manager upon request. Management reserves the right to deny use of the tennis courts to anyone at any time, pending a hearing.

**Association fees must be paid in full to use Watertree's recreational facilities.**

#### Pool Rules

##### No Lifeguard on Duty

A Pool Attendant may be on site to enforce our rules and has the right to require anyone to leave the pool for any reason at their discretion.

**A Pool Attendant is not a lifeguard.**

Pool hours: 11am – 7pm daily, weather permitting,

Memorial Day weekend through Labor Day weekend.

Pool is open during posted hours of operation regardless of whether Pool Attendant is present.

Pool use prohibited at any other time.

At the first sign of thunder or lightning, all bathers must exit the water.

Pool shall close until at least 30 minutes pass from last observation of lightning or thunder.

Bather capacity: 60 large pool; 7 kiddie pool.

1. No diving allowed, shallow water.
2. Pollution of swimming pool prohibited. Urinating, discharge of fecal matter, expectorating or blowing the nose in any swimming pool is prohibited.
3. Glass containers or sharp objects are prohibited in swimming pool and all deck areas.
4. Don't drink alcohol and swim.
5. No running.
6. No rough play or splashing.
7. Supervise kids under 16; for flotation use swim vests (do not use arm bands).
8. Toddlers must wear swim diapers.
9. No animals.
10. No smoking or vaping in pool area.
11. Keep tunes low & keep language clean.
12. Clean up after yourself.

## Clubhouse Rental Guidelines

1. The Clubhouse may be rented by Watertree Homeowners only, hereafter the “renter.” A landlord is responsible for their tenant’s use. Rental of the Clubhouse is on a first-come, first-served basis. The facility must be reserved at least five (5) days in advance. Rental includes use for the full reserved day. **Association fees must be paid in full to use Watertree’s recreational facilities.**
2. The DeWitt Fire Marshall has set the maximum occupancy of the room at 60 people.
3. A \$100.00 non-refundable use charge is required to reserve the room. A \$150.00 damage, cleaning, key deposit is required when the keys are picked up. Please write separate checks for the charge and the deposit. Keys may be picked up during the week prior to your event. **\$100.00 use charge and proof of Homeowner’s or renter’s insurance coverage must be submitted with this application.**
4. Renter is responsible for any damage and cleaning of the facilities immediately following their use. Cleaning is to consist of separating recyclable materials and trash, bagging and depositing them in the dumpsters; cleaning counters, stove, tables, etc.; mopping floor; vacuuming carpet; and cleaning bathrooms. Renter is responsible for turning down the heat to 60° and turning off the AC and appliances after use. Individuals may be denied rental of the Clubhouse in the future if there is a problem with noise and/or damage due to your event.
5. No beer kegs may be brought into or around the Clubhouse.
6. There will be no smoking in any part of the Building, including the entry foyer.
7. The pool and tennis courts are not to be used by the renter and guests.
8. The \$150.00 deposit will be refunded upon satisfactory inspection of the room by the Operations Manager and return of the keys, subject to the following deductions for clean-up or damage to the clubhouse, inside or out:

|                                   |                       |
|-----------------------------------|-----------------------|
| Remove Trash                      | \$75.00               |
| Vacuum Carpet                     | \$25.00               |
| Mop Clubhouse floors              | \$25.00               |
| Mop bathroom floors               | \$25.00               |
| Clean bathrooms                   | \$25.00               |
| Remove tangled balloons from fans | \$75.00               |
| Carpet stains                     | \$100.00 each         |
| Clean oven                        | \$300.00              |
| Additional repairs/painting       | \$25/hour + materials |

(Clubhouse Rental Guidelines continued)

You will forfeit your security deposit and be charged for any additional damages if the charges amount to greater than \$150.

9. Parties that continue after 10:00 P.M. must do so at a reduced noise level and be contained inside the Building.
10. Decorations shall be attached to the cork wall molding only. No thumbtacks or tape are to be applied to the walls or rafters. All decorations, including tape & tacks, must be removed by the renter.
11. **No helium-filled balloons** are allowed due to potential damage to the ceiling fans.
12. The Board of Managers may, without prior notice and at its own discretion, postpone, limit, or cancel any scheduled event prior to or during the event.

**No Smoking anywhere in the Clubhouse Building.**

**Section 12. Disposal of Garbage, Rubbish, and Refuse**

Homeowners will faithfully observe the procedures established from time to time by the Board of Managers, the managing agent, or the manager with respect to the disposal of garbage, rubbish, and refuse.

(a) Residents are required to deliver their trash and recyclables to the dumpsters located at the Clubhouse for disposal. The dumpsters in the parking lot are labeled for recycling (red) and trash (green). All recyclable items may be mixed. Visit [OCRRA.org](http://OCRRA.org) for directions regarding disposal of recyclables.

Homeowners will be charged \$25 per bag for trash which has to be removed from the landing, utility room, or balcony.

\*Residents may NOT store garbage bags on the balconies or the landings for ANY time period.

(b) Corrugated cardboard should be broken down into pieces no larger than three (3) feet square.

(c) The Association's contract with the trash hauler includes everyday trash – not furniture, mattresses, appliances, carpet, or other large items. The hauler will remove these items, but at an additional charge to the Homeowner. Call the management office to make arrangements if you need to dispose of any of these items.

(d) Trash cans placed around the property are for the disposal of dog waste ONLY. Residents should not use these receptacles for common trash.