



Summer Club Construction Guidelines & Rules

(Approved 11.14.23)

Construction Overview

As set forth in Article V to Section 14 of our By-Laws, no construction, structural addition, alteration or improvement to an existing dwelling can be made without the prior written consent of the Board of Managers.

It is highly recommended that each community member undergoing a construction project consult with the Construction Committee prior to getting Town of Islip approval. We highly recommend that all drawings be submitted to the Construction Committee prior to your Town Islip submission. A list of the construction committee members along with their contact info is attached as Appendix B. The Construction Committee is committed to working closely with each member to get every project approved in a timely manner.

Prohibition on Construction after June 15th

To ensure that all club members have the benefit of a peaceful and tranquil summer, a prohibition on construction is imposed on all internal or external dwelling construction or alteration within Summer Club from June 15th through the last day of the Labor Day weekend, as defined by the local calendar (the “Summer Season Prohibition Period”). Furthermore, there is a prohibition on internal or external dwelling construction or alteration at any time on Memorial Day weekend or on Saturday except between the hours of 10AM and 5 PM April 15-June 15th and from first day after Labor Day through November 15 (the “Off Season Prohibition Period” and together with the Beach Season Prohibition Period, the “Prohibition Period”). Note, the Town of Islip does not permit construction on Sundays throughout the year. At all other times, members should be respectful of their neighbors and start construction no earlier than 8AM and conclude construction no later than 6PM. Any construction or alteration project during the Prohibition Period requires an amendment to the By-Laws which requires 75% of all unit owners to consent to such amendment.

Scope of Construction

The scope of this prohibition includes but is not limited to the following activities:

- Construction of new residential buildings, including houses or any other form of dwelling or accessory structure
- Expansion or addition of existing dwellings
- Renovation, remodeling or alteration of existing dwelling, both internally and externally
- Structural modification, including changes to load bearing walls, roofing or foundation elements



- Installation of systems such as electrical, plumbing, HVAC
- Finishing tasks such as painting, flooring, installing fixtures
- Power washing exterior areas of a property i.e. deck, patio house etc.
- Hardscaping (such as fence installation, construction of patios or decks) and installation of lighting systems, security systems, and solar systems
- The scope of this prohibition does not prohibit (1) lawn care maintenance and garden plantings or (2) routine home maintenance or minor repairs

Emergency Work

Emergency work/ repairs that are needed to (1) address immediate safety hazards to persons or (2) prevent further damage to existing dwellings are permitted during the Prohibition Period with Board approval. Please advise the construction committee as soon as you become aware of the emergency condition as you still may need to have an application and an insured and licensed contractor.

Construction Application Process

All work shall be governed by the Construction Application process which is set forth on the SCC website.

A refundable deposit of \$5,000 is required for new homes and major renovations of existing homes. A refundable deposit of \$1,000 is required for minor renovations of existing homes. Applications for Major and Minor work/ renovations are posted on Summer Club Web Site and are set forth as Appendix A. Determination of what constitutes a major/minor renovation, fees and deposits, insurances etc. shall be at the sole discretion of the Board of Managers. Please note the application process may take up to 30 days from receipt of a fully completed application. The Treasurer of Summer Club must receive fees with any application & deposits at least 2 weeks prior to beginning construction.

All Summer Club, Town/State/ County/Federal applications/variances must have been approved by the appropriate authority and filed with the Board of Managers prior to commencement of construction. All Summer Club Rules/Regulations and By Laws/Declarations must be followed. Any remaining deposit will be refunded within thirty days upon completion of the project, with the stipulation that the applicant has complied with all Federal, State, County, Town and Summer Club Rules/Regulations and By Laws/Declarations. A list of all work that requires a Town of Islip Permit can be found on the islipny.gov web site under Planning and Development / Building Department. Any violation, including but not limited to damage to SCC Property or neighboring property, is cause for default of the deposit (or more) as each member remains responsible for any repairs to any Common Elements caused by such construction.

The applicant is also responsible for all fees and/or expenses (including but not limited to, legal fees, architectural fees and engineering fees) which may be incurred by Summer Club. In the event a Unit Owner fails to submit an application and deposit and proceeds with any new construction and/or renovation, the Unit Owner shall be subject to a fine of \$5,000. Additionally, the Board of Managers reserves the right to exercise all other powers pursuant to the By-Laws, rules and



regulations, and the Condominium Declaration. All fees, penalties and/ or fines shall be due when issued and are considered as additional fees to the member payable as Common Charges in accordance with Article V Section 6 of the By-Laws.

Height and Roof Deck Restrictions

The Summer Club has specific rules set forth in our By-Laws regarding the height of homes as well as roof decks regulations. The specific restrictions and methodology for measurement are set forth in the By-Laws and must be complied with.

We strongly encourage anyone who is lifting their home, constructing a new home or installing a roof deck to proactively reach out to the Construction Committee early in the process to avoid any confusion later on.

Construction Violations / Fines

In the event that construction will not be complete on any project prior to June 15th, it is the homeowner's responsibility to clear the property of all construction equipment, debris, dumpsters and the like, in order to make the property presentable and safe by the same date. Failing to do so is grounds for fines and or forfeiture of all deposits.

The peace and tranquility of our community during our very short Beach Season is a core component of our community. To that end, any internal or external construction (as set forth above) which occurs during the Summer Season Prohibition Period shall result in a fine equal to \$1,000 per day, or part of, with such fine increasing by \$1,000 per day, for every day that a violation occurs. For example, \$1,000 violation for first day, \$2,000 violation for second day, \$3,000 violation for third day so that 3 days of violation would result in a fine of \$6,000.

In addition, the SCC Board of Managers reserves all rights under the By-Laws to abate and enjoin any violation of any rule or regulation adopted by the Board of Managers as set forth in Article V Section 9 of the By-Laws.



Appendix A

[Final Construction Application w/ appropriate changes]

Summer Club Major Construction Application

Use this form for New Construction, Full House Demolition, Home Lifts, Additions, and Major Alterations to the Exterior of your Home or Property

Date Submitted to SC _____

Requested Construction Start Date _____ Estimated End Date _____

This application is required to be completed and submitted to, and approved by, the Construction Committee prior to commencement of any Construction, Alteration, and Repair Work on any house or property in the Summer Club Condominium.

Completed applications may be reviewed by an outside Engineering Firm, to review for compliance with the Summer Club Rules and Bylaws, with cost paid by the owner. Fees will be determined by the Construction Committee upon receipt of a complete application. *Please note that review may not begin until the complete application is received.*

Please provide the following with this application:

- 1) A copy of this application signed and dated by the Homeowner and the Contractor.
- 2) Copies of Construction / Alteration Plans in PDF Format.
 - a) Plans as submitted to the Town of Islip (*When permit is required by the Town of Islip (TOI)*)
and
 - b) Town of Islip Approved Plans and Permit when obtained.
- 3) Copies of any completed permit or variance applications submitted to the Town of Islip, DEC, or any other permits required by the Town or any other agency. If a variance is required by the Town, please be sure to submit the complete variance application to the Construction Committee when making the application to the Town, and attach to application if variance is approved.

Construction/Alterations/Repairs other than ground level patio/decks, fences, landscape, or certain repairs to the existing house. You can use the link below to locate the appropriate paperwork for you to complete and file with the Town.

<http://www.townofislip-ny.gov/departments/planning-and-development/building-division-permits-section>

- 4) Insurance Requirements: (See attached Exhibit A)
 - a) Copies of Contractors Workman's Compensation insurance.
 - b) Contractor's Certificate of Liability naming "Summer Club Condominium" as additionally insured. (See Attached Exhibit B)
 - c) Copy of the current homeowner liability insurance.Insurance forms as submitted will be reviewed by the Summer Club insurance agent for compliance with the Condominium requirements.

The insurance certificates (COI's) should be sent in with your application. The Summer Club's insurance agent will review all certificates for compliance and may ask for actual

copies of the policies, if needed, to assure that proper coverage(s) are provided. Please note we strongly recommend this to be submitted and approved by the Construction Committee prior to finalizing your construction contract(s).

5) Copy of current survey, when required by the Town of Islip.

6) Fees:

a) For Construction Applications:

1) For New Construction, Additions, Home Lifts, Major Interior and Exterior Alterations.
(When permit is required by the Town of Islip (TOI))

- | | | |
|-----|--|--------------------|
| i) | Summer Club Fees (non-refundable): | \$2,500.00 |
| | Full Home Demolition and Roof decks (non-refundable) | 500.00 |
| ii) | Engineers Fee | \$1,390.00 (min.*) |
| | (*Base Fee, does not include future escalation) | |

2) For Full House Demolition:
(When permit is required by the Town of Islip (TOI))

- | | | |
|----|------------------------------------|-----------|
| i) | Summer Club Fees (non-refundable): | \$ 500.00 |
|----|------------------------------------|-----------|

3) For Roof Top Decks:
(When permit is required by the Town of Islip (TOI))

- | | | |
|----|------------------------------------|-----------|
| i) | Summer Club Fees (non-refundable): | \$ 500.00 |
|----|------------------------------------|-----------|

4) For Accessory Structures, (Sheds, Gazebos, and Similar Structures), Major Repairs, or Renovations:
(When permit is required by the Town of Islip (TOI))

- | | | |
|-----|------------------------------------|-----------------------------------|
| i) | Summer Club Fees (non-refundable): | \$ 500.00 |
| ii) | Engineers Fee: | \$TBD (upon review with Engineer) |

5) Security Deposit:	\$5,000.00
----------------------	------------

7) Building Height:

For new construction and/or if you are increasing the height of your home, you must provide at time of installing the highest finished construction point, a professional certification of the highest points of construction.

Note that a violation of our building height regulation(s) are subject to Article V, Section 9 of the By-Laws and subject to removal of construction in non-compliance the owner's expense.

If you have any questions on filling out the application or the process, please contact one of the members of the Construction Committee in writing, listed below, for assistance.

Construction Committee: Robert Laudenschlager, Mike Murtha, Geri Onorato, Don Sussman

Please submit your application with all documents attached via email to the following. Please be sure to request an email confirmation of receipt.

Robert Laudenschlager at rlaudenschlager@slcearch.com

Cc: Don Sussman at DSussman.NY@Gmail.com

Please note that the projected time to process an application and obtain an approval is thirty (30) days, upon receipt of a fully completed application. An approval by the Board will not be granted until the Permit and the Approved/Stamped drawings by the TOI, when required by the TOI, is submitted to the Construction

Committee. It is recommended that you submit your drawings prior to the TOI submission, for review by the outside Engineering Firm. If changes are made from the initial drawings submitted and reviewed by the outside Engineering Firm and the final TOI approved drawings, a narrative listing the changes is requested to be submitted with the Approved/Stamped drawings to the Construction Committee for final review.

Please be advised of the following rules and confirmation

- a) No work is permitted after June 15th or before the week after Labor Day, per SC Bylaws.
- b) No new construction is to be higher than 13 feet above the minimum NYS or FEMA, required first floor elevation, per SC Bylaws. Except as amended for roof decks.
- c) Rules and height limitations for newly constructed roof decks can be found on our website.
- d) Failure to submit an application may result in a fine up to \$5,000.
- e) Homeowner is responsible to maintain the condition of the sidewalks and neighboring properties clean and free from construction debris and/or damage.
- f) By signing this application both the homeowner and contractor confirm that they have read, understand, and will comply with all Summer Club rules, regulations and guidelines as well as all NY State, Suffolk County and Islip regulations and requirements as it relates to the project.

Please note we strongly recommend this application be submitted to the construction committee, prior to finalizing your construction contracts.

Owner and Contractor Acknowledgment

- a. Owner and Contractor hereby acknowledge that in submitting a Construction/Demolition application we are familiar with and agree to comply with the SCC Rules, Construction Guidelines and Informational Letter.
- b. Each of Owner and Contractor (each an “Indemnitee”) agrees to severally and not jointly indemnify and hold harmless the Summer Club Condominium, its subsidiaries, employees, agents, directors and Officers (“Indemnities”) from and against any and all losses, claims, fines, penalties, liens, costs, damages and expenses (including without limitation, attorneys’ fees and expenses in connection with the enforcement of this indemnity and any violation of Summer Club condominium requirements) arising out of or resulting from the Indemnitor’s subcontractors, agents, representatives or affiliates, in connection with the project. This indemnification shall survive completion of the project.

- c. Owner and contractor shall cause the Summer Club Condominium, its subsidiaries, employees, agents, Directors and Officers (indemnities) to be named as additional insureds on the required policies of insurance.

Homeowner: _____ Contractor: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Please return the application, all supporting and Insurance documents and permits to the current Chair and Vice Chair of the Construction Committee. Upon receipt of a completed application the Board of Managers shall endeavor to approve within 30 days of submission of all required information indicating compliance with Summer Club condominium requirements, subject to the homeowner securing all necessary Islip permits and other necessary governmental approvals.

Chair

Signature and Date

E-Mail

Telephone Number

EXHIBIT A

SUMMER CLUB INSURANCE REQUIREMENTS

As contractually required, please provide a certificate of liability insurance conforming to the specifications below which reference adequate limits of insurance with insurers acceptable to us (AM Best Rated A- VII or better).

For purposes of this contract, owner shall be defined as **Summer Club Condominium, It's directors & officers, owners, volunteers and employees.**

Contractor, at their sole cost and expense, shall maintain the following insurance from the date of agreement to the completion of the Work:

- Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and « \$2,000,000 million dollars in the general aggregate for bodily injury and property damage and Seven million (\$2,000,000) products and completed operations aggregate with a minimum 5 years of extended completed operations after project has reached completion. Policy will contain and evidence a per project aggregate and no such aggregate will be reduced by claims, occurrences, losses and/or defense costs incurred by any other project or premises of the <Contractor> or any subsequent subconsultant or subcontractor. No policy is to contain the following exclusions:
 - Action-Over Exclusion (or similar exclusion)
 - Exclusion for contractual indemnification
 - Exclusion for injuries to employees
 - Exclusion for fall from heights (labor law}
 - Exclusion for construction site accidents
- Automobile Liability covering vehicles owned, non-owned and/or Hired vehicles used, by the Contractor with policy limits of not less than « One million Dollars » (\$ « 1,000,000 ») combined single limit per accident for bodily injury, death of any person, and property damage arising out of the Contractors maintenance and use of those motor vehicles, including loading and unloading, along with any other statutorily required automobile coverage.
- Workers' Compensation at statutory limits. The workers' compensation coverage shall be modified to include a waiver of subrogation endorsement in favor of Owner its officers, directors, volunteers and employees. Employers' Liability with policy limits not less than the required statutory limit of liability per NYS.

Contractor may achieve the required limits and coverage for Commercial General Liability, Automobile Liability and Employers Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. All such insurance policies will contain and evidence a waiver of subrogation in favor of the Owner.

Unless otherwise agreed to in writing by Owner, insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of Class VIII or larger, and who are authorized as an admitted insurance company in the state(s) in which the insurer is required to maintain insurance under this Agreement -or- an Approved Surplus Lines carrier meeting the same or greater rating and financial size requirements.

All general liability insurance coverage shall be on a primary and non-contributory basis. The insurance coverage for the additional insureds shall be at least as broad as afforded to the Insured – Designated Person or Organization Endorsement, Insurance Services Office Forms *CG2010*, *CG2037* or equivalent, or the version of this form most recently approved by the insurance regulatory authority having jurisdiction, naming the Owners additionally insured. As it relates to Subconsultants and/or Subcontractors, Insurance Services Office Forms *CG2038* and *CG2037* naming the Owner as additional insured and evidenced by certificate of insurance. Such requirement to be included under contractual terms between Contractor and any such subconsultants and/or subcontractors.

Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the "Contractors" negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and be evidenced by carrier issued policy endorsements and certificates of insurance. Coverage shall apply to both ongoing and completed operations without sunset clause. Insurance policies will name the Owner, its subsidiaries, employees, agents, volunteers, Directors & Officers as named insured on a primary basis with respects to and as per a signed written agreement. General Liability Certificates must evidence such endorsements and additionally convey contractual liability with confirmation that no policy shall exclude, or sublimit claims related to action over or NY Labor Law. The General Liability policy shall provide endorsement of ISO forms *CG2010*, *GC2037* or equivalent in the benefit of the Owner. All such insurance policies will contain and evidence a waiver of subrogation in favor of the Owner.

Certificate Holder:

Summer Club Condominium, its subsidiaries, Directors & Officers, Owners/Shareholders, Volunteers, and employees

PO Box 37
Ocean Beach, NY 11770

EXHIBIT B
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #:			
INSURED Named Insured	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	AM Best A-7 Insurance Carrier	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: Sample Certificate** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			#####	###/###/##	###/###/##	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB			#####	###/###/##	###/###/##	EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			#####	###/###/##	###/###/##	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder, it's subsidiaries, employees, agents, Directors & Officers are named as additional insured on a primary basis with respects to the insureds operations as per a signed written agreement. The insureds policy does not exclude claims related to action over or NY Labor Law. CG2037, GC2033 and CG2026 or equivalent Included. Insureds policy is primary and non-contributory.

CERTIFICATE HOLDER	CANCELLATION
Summer Club Condominium PO Box 37 Ocean Beach, NY 11770	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Appendix B

Committee Member	<u>Email</u>	<u>Cell Phone</u>
Bob Laudenschlager	rlaudenschlager@slsearch.com	646-387-1668
Don Sussman	dsussman.ny@gmail.com	917-692-1148
Geri Newman	gonorato22@gmail.com	917-282-3737
Carey Lyons	carey@careylyons.com	201-645-3741
Jamie Winkler	jwinkler@winklerrealestateli.com	516-702-8904