

LONG POND HOMEOWNERS ASSOCIATION, INC.

RULES, REGULATIONS and RESPONSIBILITIES

Revised 11/18/09

Long Pond Homeowners Association, Inc. is a shared community. Living in a shared community has rewards and benefits, but also imposes certain obligations and restrictions. Residents and guests are entitled to enjoy the property, but in doing so are expected to observe the Rules and Regulations of the Association.

The Rules, Regulations and Responsibilities included here have been approved by the Board of Directors of the Long Pond Homeowners Association in conformance with the terms and conditions of the Declaration of Covenants and Restrictions. This document is supplemental to the provisions of the Long Pond Declaration of Covenants and Restrictions and the By-laws relating to the rights, privileges and duties of the homeowners.

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GENERAL INFORMATION

EMERGENCY PHONE NUMBERS

Fire -----	911
Police -----	911
Ambulance -----	911

OTHER PHONE NUMBERS

Property Manager <i>Crofton Associates, Inc.</i> -----	248-3840
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Refuse Collection <i>Suburban</i> -----	352-3900
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Animal Control-----	581-4025
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Master Insurance Policy Carrier <i>Utica National, Mac Beckwith</i> -----	223-9110
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To request maintenance, pay assessments, or to answer your questions, please contact the Long Pond Managing Agent's Office:

***Crofton Associates, Inc.
111 Marsh Road
Pittsford, New York 14534
248-3840***

MAINTENANCE RESPONSIBILITIES

ASSOCIATION shall provide exterior maintenance as follows:

1. Structural repairs: *including roofs, vents, furnace & fireplace chimneys, rain gutters & downspouts, cedar siding & trim, all door and window frames (normal wear), exterior of garage door, brickwork, front steps, front porch, porch railing, driveway (normal wear), and outdoor security lights.*
2. Staining and painting: *including furnace & fireplace chimneys, cedar siding & trim, garage door exterior, all exterior doors and frames, front porch (railing & overhang).*
3. Repair or replacement of landscaping (as applicable): *includes mowing, fertilizing, weeding, insect control, reseeding, trimming & mulching, replacing trees and shrubs **originally placed by the builder or the Association.***
4. Snow removal: *includes unit driveways to within a few feet of garage door, private roads and parking lots. Plowing will commence upon 3" of accumulated snow.*
5. Trash Removal and Recyclable disposal: Please adhere to the regulations established by Monroe County for all recyclable materials. Any oversized items, such as refrigerators or couches, may be subject to additional charges. The homeowner is responsible for these costs. Contact Suburban Refuse before disposing of large items.

HOMEOWNER shall be responsible for the following items:

1. All maintenance of the unit structure **within** the outer surface of the unit is the full and individual responsibility of the homeowner.
2. Outside items under the responsibility of the homeowner must be done in a manner consistent with the design, construction, materials and appearance of the original equipment unless specifically approved, in writing (variance), by the Board of Directors. Workmanship is subject to inspection and approval of the Association.
3. The following items are the homeowner's responsibility:
 - Hose bibs*
 - Garage door interior, all garage door hardware, and garage door opener*
 - Exterior light fixtures (front & rear) - plus bulbs*
 - Sliding door & glass, all windows and glass*
 - Doorbell button*
 - Storm doors, storm windows and screens*
 - Air conditioner condensing unit & pad*
 - Staining of decks (per the Association policy. Homeowner must comply or is subject to removing any other color.) (See page 10)*
 - Landscaping installed by the homeowner*
 - Cleaning of fireplace and furnace chimneys*
 - Deck repair*
4. Removal of snow from individual walks and entry stoops.
 - A. Salting individual entry stoops, walkways and driveways.
5. Any damage to the exterior or common area caused by the homeowner or his guest is the homeowner's responsibility.

SERVICE REQUESTS / ASSOCIATION PROCEDURES

1. All requests for service to the exterior of any unit or to the Common Area should be brought to the attention of the Manager. The Manager will be responsible for directing the request to the appropriate channels for consideration and action. The Manager will also inform the homeowner if a particular request is not the responsibility of the Association, and will attempt to provide counsel for the homeowner in resolving such requests.
2. All homeowner suggestions or requests concerning procedures may be directed to the Manager. The Manager will see that the matter is brought to the attention of the appropriate individuals for consideration or response to the homeowner.

COMPLAINT PROCEDURE / PENALTIES

1. The Manager is charged with overseeing compliance with the rules and regulations and is directed to advise the homeowner by letter detailing specific non-compliance items and requesting appropriate corrective action. In the event of continued non-compliance, the Manager is authorized to take such steps as may be necessary to obtain compliance. Continued non-compliance will be brought to the attention of the Board of Directors for appropriate action.

SALE OF UNITS

1. All owners who plan to sell their unit are required to give such notification in writing to the Manager. The sign regulations are as follows:
 - A. No advertising signs are permitted to be placed or remain on any dwelling unit or lot, except for one "FOR SALE" sign as applicable.
 - B. The "FOR SALE" sign shall not exceed six square feet in size. Signs may not be attached to the exterior of the unit.
 - C. Portable "FOR SALE" signs are to be displayed only during hours of an "open house".
2. In the event a unit is rented, the owner will be responsible for the common charges and assessments. If a renter causes damage to the common area or building exterior, the owner will be responsible for the cost of the repair.
3. Owners are responsible for providing new residents (buyer, renter, or lessee) with copies of the Declaration of Covenants and Restrictions, By-laws and Rules and Regulations for the Long Pond Homeowners Association, Inc.

SALES EVENTS

1. Garage sales, Basement sales, Deck sales, Lawn sales or Estate sales are not permitted.
2. Selling of an item or items, placed or parked within Long Pond Homeowners Association, is not permitted.
3. **A fine of \$200 per day will be assessed to any Homeowner conducting any type of household sale. If not paid, the amount of the fine will be filed as a lien against the owner's property.**

PLANTINGS & GARDENING

1. Homeowners may participate in certain landscape enhancements at their own expense.
2. Landscape enhancements must have a variance request submitted and approved by the Board of Directors.
3. Flowers may be added to the foundation bed areas only of the townhouse lot. Annuals or perennials may not exceed an 18" fully-grown height. Growing of vegetables is not permitted in these beds. They may be grown in pots on the patio.
4. No flowers are permitted in the tree bed areas.
5. **No artificial flowers are permitted.**
6. Homeowners are responsible for weeding, cultivating and maintaining their additional plantings. Dead growth should be removed to preserve a well-kept appearance.
7. Lawn and foundation bed decorations are not permitted.

COMMON AREAS & YARDS

1. Each owner shall maintain, clean and keep free from unsightly objects, the entry or entries to his unit, the patio or deck, and the front and rear yards of his Townhouse and lot. All lawn furniture, toys or bicycles should be removed from the grounds when not in use.
2. Deck areas should be utilized for outdoor activities, such as picnicking, barbecuing and sunbathing. **There shall be no organized sports activities on the properties. Short-term use is permitted, as long as any equipment is removed daily.**

NOISE POLLUTION

There should be no loud or unusual noise from any radio, stereo, television, tape recorder, muffler, or any sound-producing device that will disturb the comfort of others between the hours of 11:00 p.m. and 10:00 a.m.

TRASH STORAGE & COLLECTION

1. Space for your trash container is provided in your garage. Metal or polyethylene waste containers with covers that close securely are recommended. Plastic liners may be used in your containers to facilitate removal.
2. Your refuse service for trash and recyclable materials is Suburban Disposal, 352-3900. Collection day is Friday.
3. Trash containers should be placed in front of the garage **only after 6:00 a.m. the day of pick-up: not the night before.**
4. Recyclable bins should be placed at the road **only after 6:00 a.m. the day of pick-up: not the night before.**
5. Newspapers are not to be mixed with the glass and plastic containers. Put newspapers in paper bags and secure with a weight to keep them from blowing away.

HOLIDAY DECORATIONS

1. Temporary decorations, for the holiday season, may be displayed between **November 20th and January 10th of the following year.** Decorations should be confined to the front door, area adjacent to the front door, either side of the garage door, and gutter area.
2. Holiday lights on trees and shrubs are permitted.
3. All holiday decorations must be attached with gutter clips, magnetic tape, or small finishing nails. Homeowners are responsible for any damage as a result of decoration installation or removal.
4. Holiday decorations are not permitted in lawn or in garden areas.
5. The Board of Directors remains empowered to remove or have removed any decorations that it deems inappropriate.

GENERAL DECORATIONS

1. Planters may be placed on the individual homeowner's entry stoop, entry walkway, deck area, or areas adjacent to the garage door only.
2. Flags are not permitted. The Association has installed a flagpole at the entrance to represent the Community.
3. Exterior clotheslines or poles are not permitted.
4. Lawn and foundation bed area decorations are not permitted.
5. All modifications not covered in general or holiday decorating rules must have an approved variance request form before installation.

DRIVING REGULATIONS

1. The maximum speed limit for all vehicles within the Long Pond Homeowners Association is fifteen (15) MPH. Please use extreme caution and observe the speed limit.
2. Use of recreational vehicles such as snowmobiles and all-terrain vehicles is prohibited within Long Pond.

VEHICLES / PARKING

1. Residents are asked to park their vehicles in their garages. Any vehicle too large to be garaged may not be parked on the premises. During the winter, the driveways should be free of cars for plowing.
2. Parking lots are available for **interim parking only**. *Usually these are reserved for visitors when there is not enough room in the resident's driveway to park.*
3. Parking is not allowed on any lawn area of Long Pond. Any lawn damage costs resulting from failure to comply with this rule will be assessed the individual homeowner.
4. There is no parking on the private roads of Brisbane Lane, Kettering Drive, Ellington Circle, Shanbrook Drive, and Whittlebury Drive.
5. The following vehicles are not permitted to be parked or stored within Long Pond Homeowners Association:
 - a) Buses, trucks or truck-types, commercial or commercial-types, boats, dune buggies, dirt bikes, go-carts, snowmobiles or similar recreational vehicles.

- b) Abandoned or unregistered vehicles.
- 6. Recreational vehicles such as motor homes, campers and trailers are allowed to load and unload for periods up to 4 hours not more than once in any 24 -hour period.
- 7. *Commercial vehicles temporarily on the premises for the purpose of making deliveries or providing services to the dwelling units or in connection with the maintenance of the common facilities are permitted.*

NOTE: Repairing of any vehicle is not permitted anywhere within Long Pond Homeowners Association. Any damages caused by resident or guest vehicles are subject to assessment billed to the individual homeowner.

PETS

If pets are allowed to roam freely, they can present a sanitation problem, damage shrubbery and landscaping, endanger children and adults and/or cause deterioration of community relations. To protect your investment, your pet's welfare, and preserve community relations, the following rules must be strictly adhered to:

- 1. No breeding of pets is permitted.
- 2. No more than one small pet may be kept in any one townhouse.
- 3. Pets must be restrained at all times when outside a townhome on the properties by the use of a hand held leash not to exceed eight (8) feet in length.
- 4. It is the responsibility of the pet owner to immediately remove pet waste and properly dispose of it while walking his or her pet. *Any costs resulting from failure to comply with this rule will be assessed to the individual homeowner.*
- 5. No dog, cat, or other animal may be kept or left unattended on the grounds. Staking out or fencing in of any pet is prohibited. Outdoor feeding or sheltering of any pet is prohibited.
- 6. If any of the preceding rules are not adhered to upon written notice to a homeowner, the Board of Directors has the authority to remove any pet or pet apparatus in violation of the rules.
- 7. All violators are subject to Town of Greece laws.

The Board recommends that homeowners call the Greece Dog Warden to resolve pet problems, when they believe it is necessary.

ASSESSMENTS

Monthly assessment payments must be made to the Association on a regular basis to enable the proper operation of the Association.

1. All monthly assessments are due the first day of each calendar month, made payable to Long Pond Homeowners Association.
2. Any payment postmarked after the 15th of each month will be assessed a \$5.00 late fee.
3. Any homeowner delinquent two months will receive a 10-day notice to lien. If payment or contact is not made with the Management Company within the 10 days, a lien against the property will be filed with the County of Monroe. The Board of Directors will monitor the status of these accounts for further action.
4. In the event a lien is placed on a dwelling or collection action taken, legal costs incurred will be the responsibility of the individual homeowner.
5. Special assessments may sometimes be required due to unexpected or unordinary circumstances.

PROPERTY MODIFICATIONS

INTERIOR

It is the right of the homeowner to improve the interior of his/her home by new construction, as long as the changes are architecturally sound and do not change or alter the exterior appearance of his home.

EXTERIOR

Modifications or additions of any kind to the exterior of a Townhouse, either to the structure or the appearance thereof, are not allowed unless the Board of Directors of the Association grants prior variance approval. A variance request must be submitted for each change or addition. No change shall be made without the express written consent of the Board of Directors.

The following stipulations and guidelines apply to all requests:

1. Plans and specifications showing the nature, kind, shape, height, materials and location must be provided to the Board with the request.
2. The homeowner assumes all costs of design and construction.
3. The homeowner is responsible for obtaining building permits and approvals when necessary. Although the Board of Directors will not knowingly approve a request which is in violation of Town or County building and/or zoning codes, the responsibility for compliance is solely that of the homeowner.
4. Any damage done to property or unit during installation of an approved variance request is the responsibility of the homeowner.
5. Depending on the nature of the modification, the Board may require that the homeowner obtain written approval for the plans from neighboring homeowners.

If you are in doubt as to whether a planned change to the exterior requires a variance request, please fill one in and send it to Crofton Associates, or call Crofton for information. A sample variance form is included for your convenience.

INSURANCE CLAIM PROCEDURE

If a unit sustains damage as a result of a covered peril, the homeowner should call the Property Manager as soon as possible but within 24 hours. The Manager will take a report and/or inspect the reported damage. A claim will be submitted to the Insurance carrier on your behalf.

Each homeowner is responsible to procure, at his own expense, homeowner's insurance for liability, personal property and any unit upgrades.

FINING PROCEDURE

The Board of Directors' policy for dealing with infractions of our rules incorporates two principles:

1. Good relations in our community will be better served and maintained through understanding and use of peer cooperation than by using penalties, fines and legal recourse.
2. However, when residents and their properties are adversely affected by the actions of others, it is unfair to allow such offenses to persist. The Board must act in a timely manner using fines, legal actions, etc., as required.

Any resident may register a complaint by writing or calling the Managing Agent. Writing generally results in more effective communication. Normally, the following steps are followed until the issue is resolved:

1. The Managing Agent writes a letter to the responsible homeowner explaining the complaint and requesting its correction.
2. Board members visit the occupant or responsible homeowner to discuss the matter and seek a resolution to the problem.
3. The occupant or responsible homeowner is invited to meet with the Board for a hearing.
4. A fine may be imposed with the following maximum amounts:

First offense:	\$25
Second offense:	\$50

An additional fine of \$10/day may be imposed each day the infraction continues after notification and initial fining. If the fine is not paid, it will be filed as a lien against the responsible homeowner's property.

5. A lawsuit may be initiated.

VARIANCES

A variance is requested for ***any*** work that is done to or affecting the exterior of the townhouse or common area. The management company (Crofton Associates, Inc.) will provide owner with the application upon request, or it may be downloaded and printed from the website (www.croftoninc.com).

The Board of Directors will review the application and either approve or deny the application. Failure to apply for the variance will incur a **\$100 fine**, and may result in **REMOVAL OF WORK COMPLETED AT THE OWNER'S EXPENSE.**

NOTE: NO WORK IS PERMITTED WITHOUT A VARIANCE
ALL FINES ARE SUBJECT TO LATE FEES

RENTAL POLICY

Any owner of a Northampton Townhouse that rents his/her unit must furnish the management company (Crofton Associates, Inc.) with the following information:

1. Statement that the property is rented.
2. Names of all persons living within the rented townhouse.
3. Phone number of residents living within the rented townhouse.
4. As per the Town of Greece Fire Code, bedrooms are not allowed in the basement of a unit without a second means of egress.
5. It is the homeowner's responsibility to provide tenant with the rules and regulations summary, which may be obtained through the management company (Crofton Management, Inc.), or the document may be downloaded from the website (www.croftoninc.com).

FAILURE TO COMPLY WITH THIS POLICY WILL RESULT IN A \$250 FINE, AND
WILL BE SUBJECT TO LATE FEES

Amended 11/12/09

