

Stony Point Homeowners Association, Inc.

Handbook

This handbook, along with the Declaration of Covenants, Conditions and Restrictions and By-Laws and any/all prior Board approved variances for each subject address, are required to be transferred by and from the prior owner to the new owner/residents when the property changes owners.

INTRODUCTION

Welcome to Stony Point!

As an owner/resident, you are now a member of Stony Point Homeowners Association (SPHOA), an association of Town Homes, Patio Homes, and Single family (Detached) Homes, homeowners that is governed as a corporation under the State of New York's Not-for-Profit Corporation Law.

You not only own your own home but also are entitled to use of the association's amenities, such as tennis courts, a pool, and a marina. Living here has rewards and benefits beyond just home ownership. It also imposes certain obligations and restrictions, which are described in the Declaration of Covenants, Conditions, and Restrictions and in the By Laws to the Stony Point Deed. All owners agreed to be bound by these governing documents when they purchased their unit. No activity that interferes with the peaceful possession and proper use of their home by residents will be allowed.

The Stony Point Handbook is a reference summary of the Governing Rules and Regulations for participation in this community, as supported by the above documents and occasionally modified by the Association's Board of Directors. We hope this handbook will facilitate your living in Stony Point and that you will take an active part in this community.

TABLE OF CONTENTS

<u>Topic</u>	<u>Page Number</u>
Handy Information	3
When You Are Away	4
Offering Plan	4
Organization	5
- Homeowners Association	5
- Board of Directors	5
- Property Management Company	5
- Annual Meeting	6
Fees & Assessment & Late Fees	7
Rules Enforcement	8
- Provisions for Waiver	8
Insurance Claims	9
Buildings, Grounds & Landscaping	10
- Landscaping and Gardening	10
- Irondequoit Bay Restricted Slope	10
- Buildings	11
- Maintenance Schedules	12
- Request for Maintenance	12
- Continuing Services	12
- Trash-Recycle/ Snowplowing	12
- Making Changes and Obtaining a Variance	13
Motor Vehicles and Parking	14
Home Exteriors & Post lights	15 -16
Emergency Electrical Generators	17
Satellite Dish Guidelines	18
Pets	19
Social Activities	20
- Garage Sales	20
- Communications with Residents	20
- Web Site	20
- The Clubhouse	21
Marina	23
- Dock Assignment Policies	25
- Guests	26
- Small Boat Storage	26
Tennis Courts	27
Swimming Pool and Spa	28
Retractable Awnings	30
Method of calculating summer external water consumption for reimbursement	32
Rules if Homeowner Rents Their unit	33
Appendices	34

HANDY INFORMATION

To request maintenance, pay monthly fees or obtain general information contact our Property Management Company weekdays between 8:00 AM and 5:00 PM:
(After-hours, your call will be forwarded to an answering service.)

Crofton Associates, Inc.
111 Marsh Road, Suite 1
Pittsford, NY 14534
(585)248-3840
Fax: (585) 248-3666
Email: Info@CroftonInc.com

Webster Fire, Police, Ambulance, Animal Control 911

Police Administration (not for service calls) 872-1216

The Sewer system is dedicated to the Town of Webster. At the North end of Ensign Drive there is a pump station servicing all units on Midship Circle. There is a light on the top of the station, which will turn on in case of failure. The system also has an alarm system that will sound and an automatic dialer to the Town in the event of failure. The system is monitored for power failure, sewer levels in the well and pump failure. For problems with this sewer station contact:

Town of Webster, Sewer Department 585-265-0505

Town of Webster switchboard 872-1000

Snowplowing

Admiralty Way – Town of Webster, Highway Department 585-872-1443

All other streets and driveways – Property Management Company 585- 248-3840

Cable TV - Time Warner 585-756-5000

Utilities

Gas & Electric delivery – RG & E -- EMERGENCY 585-546-1100

Water – Monroe County Water Authority – Customer Service 585-442-7200

Mailbox Clusters:

US Postmaster, Webster Branch 585-872-3009

Suburban Disposal (for special pickups/bulk item disposal) 585 -352-3900

Club House/Pool (To rent the Club House please use the SPHOA web site (STONYPT.ORG) or contact the Club House Chairperson)

Address:

500 Ensign Drive

Webster, NY 14580

585 671-6073 – For outgoing emergency use only – not for rental/personal use

Frontier customer service (1-800-921-8102)

WHEN YOU ARE AWAY

When you leave for a month or more, it is suggested that you:

1. Tell a neighbor and the Property Management Company how you can be reached in case of an emergency. If you have another address, or if there is someone you wish to have contacted in case of emergency, inform the Property Management Company.
2. Give someone a key and ask him or her to check on your property at least once a week.
3. Stop the newspaper, magazines and mail deliveries. If you would prefer to receive a publication at your different address, call the Webster Post Office (872-3009) and they can provide you with a web site or an 800 number to call to change your service.
4. Turn off the water, drain the piping system and set the hot water heater on the vacation or pilot setting and set Home heating thermostat to no lower than 65 degrees each 24 hours.
5. Cable and telephone services can be suspended (to reduce cost) when you are away for more than a month.
6. Notify the Webster Police Department by completing a House Check Form and either mail or deliver to Webster Police Department 1900 Ridge Road Webster, New York 14580

OFFERING PLAN & DCCR

You should have received a copy of the Offering Plan when you purchased your town home, patio home or single family home. The Offering Plan is a collection of many documents that provides a legal definition of the community and how it functions. It includes the By-Laws of the Association and the Declaration of Covenants, Conditions and Restrictions (DCCR). Several amendments have been added since the original Offering Plans were issued and copies are on file with the Property Management Company.

The DCCR is on file with individual deeds in the County Clerk's office and describes what each homeowner agreed to at the time of purchase just as the deed establishes the piece of property that each homeowner agreed to buy. The Association cannot change a provision of the DCCR without written approval of 67 percent of the unit owners.

If you need a copy of the Offering Plan & DCCR, the Property Management Company will prepare one for you at a cost to cover photocopying.

Most of the regulations cited in this handbook come directly from the DCCR or other documents in the Offering Plan or Association policies which elaborate on items covered in the DCCR and updates that board has adopted over the course of time to clarify and/or address subjects that were not clearly defined and/or addressed and/or require updating in the original documents.

ORGANIZATION

HOMEOWNERS ASSOCIATION

The Stony Point Homeowners Association, Inc. is a New York State not-for-profit corporation that was formed to manage the property. Its purpose is to administer and enforce the covenants, restrictions, and other provisions of the Declaration which control and regulate the use, care, maintenance, and operation of the homes, the lots, the Common Areas and the Association Property. (Offering Plan p. 22)

Each homeowner is a member of the Association and has one vote at any meeting held by the Association. Joint-owners have one vote total.

Board of Directors

The Association By-Laws assign to the Board of Directors the power and the duty to manage the affairs of the association.

Members of the Association are urged to consider serving on the Board. The Board meets *in regular session* one time per month. Members are welcome to attend, but are asked to contact the Property Management Company if they wish to be included on the agenda.

The Board of Directors shall appoint several standing committees to help in the administration of SPHOA business. Among these committees shall be a Social Committee, a Dock Committee, a Clubhouse Committee, a Pool Committee, a Landscape Committee, a Finance/Budget Committee and an Architectural Review Committee. Members of these committees shall be drawn from the Board and residents of Stony Point. Other Committees can and will be established as the need arises.

Property Management Company

The Association contracts with a Property Management Company (see page 3 for address and phone number) to execute many management responsibilities for a monthly/annual fee. The Property Management Company:

1. Provides an office and a field work force; handles recruitment, hiring, firing, supervision, unemployment insurance, social security, fringe benefits, employee complaints, etc.
2. Responds to all mail and phone calls including complaints, requests for service, variances; prepares and distributes all mailings; receives bills, checks for accuracy, negotiates where necessary and pays for services to the Association and homeowners, collects all fees and follows up with delinquent accounts; purchases all required supplies.
3. Maintains a general set of accounting/financial books for the Association that are audited annually. Prepares a monthly financial report and annual Budget for the Association. Administers the investment of reserve funds.
4. Identifies potential contractors for major projects, prepares specifications for projects, solicits bids and manages any contract awarded by the Board. These contracts include *but are not limited to*: insurance, painting, lawn and landscape care, rubbish removal, legal, architectural and engineering services, roads and driveways and roofs.
5. Manages the maintenance of the common areas, the exterior of the buildings, roads, signs, streetlights, etc.
6. Attends meetings as requested by the Board and responds to requests for information from the Board.

Annual Meeting

See the By-Laws Article VI Section 1-3

The Association has a meeting for all members once a year when the Board will report to the membership its activities for the past year and plans for the future. The Property Management Company will be present at this meeting. The vacancies for Board of Directors will be elected at this meeting. Homeowners concerns may also be expressed but no action will be taken on these concerns during this meeting.

Election Procedure

These Policies are based on DCCR Article III and By-Laws Articles VI and VII

1. For voting purposes, a member of the Association is a person or persons who own a lot. Each owner shall have one vote regardless of the number of lots owned. In the case of joint ownership of a lot, only one vote per ownership is allowed. (Article III, 1 of DCCR)
2. There shall be an annual meeting for the election of Directors of the SPHOA. The Board of Directors shall consist of not less than 3 or more than 9 members, each of whom must be at least 18 years of age and a member of the Association. (Article VI, 2 and Article VII, 3 of By-laws)
3. Not less than 4 weeks prior to the annual meeting, the President of the Association will appoint a committee of 3 members (including not more than 1 Director) to nominate candidates for the Board of Directors. (Article VII, 6 of By-laws)
4. Not less than 10 nor more than 50 days prior to this meeting, notice of the date, time, place, agenda, information about new Board candidates, as well as about current Board members (committees served on, attendance, etc.), and a ballot shall be mailed to all members. (Article VI, 6 of By-laws)
5. The Board will appoint one or more SPHOA members as Inspectors of Elections in order to verify each submitted ballot and proxy against a current list of SPHOA property owners. (Article VI, 12a and 12b of By-laws)
6. SPHOA members may submit a signed proxy or absentee ballot to the Secretary of the Association before the annual meeting takes place. (Article VI, 11 of By-laws)
7. The agenda for this meeting shall follow the order of business listed in Article VI, 3 of the By-laws
 - a. call to order
 - b. proof of notice of meeting or waiver thereof
 - c. reading of minutes from the previous annual meeting
 - d. officer and committee reports
 - e. manager's report
 - f. election of Directors to fill expired 3-year terms or replace any Director who resigns before his or her term is completed.
 - g. transaction of other business
8. Members may cast a total of 1 vote, multiplied by the number of Directors to be elected, and all votes may be for one Director or distributed among candidates as they wish. (Article VII, 4 of By-laws)

Each Director is elected by plurality vote of members entitled to vote (Article VI, 10c of By-laws). The number of votes received will determine whether individual candidates will fill a full or unexpired term. Those with the higher number of votes will fill the full terms.

FEES, ASSESSMENTS & LATE FEES

Assessment payments must be made to the Association on a timely and regular basis to enable the proper operation of the Association.

1. All monthly assessments for town homes and patio homes are due the first day of each calendar month. A late notice is generated after the 1st day of the month following the month the payment is due. After each thirty (30) days, the Association will impose a reasonable late charge for each 30 day period that each payment or any portion thereof is overdue. Late charges are currently set at \$35.
2. All annual assessments for single-family homes are due on April 1 each year. A late notice is generated after the 1st day of the month following the month the payment is due. After each thirty (30) days, the Association will impose a reasonable late charge for each month any portion of the annual assessment is unpaid. Late charges are currently set at \$35.
3. A Thirty-five (\$35) fee is charged for any check returned by the bank for any reason.
4. Any homeowner delinquent two months will receive a notice to lien. If payment is not received at the Management Company office within 10 days of the mailing of the notice, a lien against the property may be filed with the County of Monroe.
5. In the event a lien is placed on a dwelling or collection action taken, the cost associated with the filing of the lien or the collection action, including but not limited to legal costs incurred, will be the responsibility of the homeowner and will be added to the monthly assessment of the homeowner.
6. Any homeowner may seek a waiver of a late charge and/or the interest on the unpaid balance by submitting a written request to the Stony Point Association Board of Directors c/o the management company. The request must identify the specific reason the assessment payment or payments were late. Late charges and interest will not continue to accrue from the date that the request is received by the management company until such time as the homeowner is notified of the Board's decision.

RULES ENFORCEMENT

General Procedures:

While good relations will be better served and maintained through cooperation than by using fines and legal recourse, it is unfair to allow a resident to be adversely affected by violations of others. Fines and other legal recourse are sometimes required.

Any homeowner may register a violation of the Governing Documents by writing or calling the Property Management Company, which will with the advice and consent of the Board, oversee addressing each matter compliant with the governing documents of the Association.

First Offenses: A letter will be sent explaining the violation and requesting correction. The homeowner may speak to a representative of the Property Management Company or a Board member to discuss the matter.

Second and Subsequent Offenses: After a receipt of a letter of violation, a fine of \$25/day that the violation continues to occur or occurs will be levied. There are two exceptions to this fine:

- 1) In the case of after-hours violations at the pool and docks the fine shall be \$100 or more for second and subsequent offenses;
- 2) In the case of any action on the Irondequoit Bay Steep Slope the fine shall be \$5,000.00 plus damages for each violation, INCLUDING THE FIRST VIOLATION (see Landscaping section for a detailed description of such actions.).

Penalties for violations of the Governing Documents by tenants, guests or visitors of a homeowner are assessable to the homeowner.

Appeals of a fine may be made within 2 months of issue to the Board. Payment of a fine may be made under protest pending an appeal, but payment must have been made before the Board will consider an appeal.

A fine or payment postmarked after the 15th day of the month following its assessment will be increased by the amount of the fine for each month overdue. Collection of delinquent fines shall be subject to the same procedures established for delinquent monthly/annual assessments.

Provision for Waiver:

Covenants & Restrictions: Each homeowner has the right to expect that the Declaration of Covenants & Restrictions will be enforced without exception. Accordingly, there is no provision for waiving the Covenants and Restrictions. Amendments under Article XV require a 67% vote of homeowners.

INSURANCE CLAIMS

See Article XIV: Insurance and Reconstruction

Background

The Association carries casualty insurance to cover the repair of damage to town homes and patio homes from certain defined perils as required in the DCCR. Each homeowner is responsible for procuring, at his or her own expense, homeowner's insurance for liability, personal property and unit upgrades as desired. There is a standard insurance form applicable to condominium, patio home and townhouse developments typically referred to as a HO6 policy. Homeowners are advised to investigate its applicability to their needs, and to consider the usefulness of an Improvements & Betterments rider.

The Association is responsible for and provides casualty insurance required to cover damage and repairs to all association common properties, and Townhomes and Patio homes defined perils as required in the Association's DCCR. However, the Townhomes and Patio homes homeowner shall be responsible for the payment of the insurance stipulated deductible amount associated with an insurance claim against the Association's provided insurance policy if the needed repairs are the result of negligence of the homeowner and/or the damage is from or within the interior of the home and are not the direct results of conditions originating from the exterior of the building.

Claim Procedure

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

All leaks and other damage must be promptly reported to the Property Management Company. If a unit sustains interior damage as a result of an insurable event, and the homeowner expects to receive reimbursement from the Association for its repair, the Association, or its designated representative, must be provided access to inspect the damage before any repairs or claims are made.

An inspection may also be made on completion of interior repairs to satisfy insurance company concern regarding subsequent claims for the same damage.

BUILDINGS, GROUNDS AND LANDSCAPE

Landscaping and Gardening

The Association owns all of the landscaping in common areas and around town homes and is responsible for its maintenance. Many people who do not want any landscaping responsibilities were drawn here because of this assured service. The Association does its best to create a pleasant and attractive environment for all of Stony Point through the planting and maintenance of the landscape.

The Association will maintain plantings added to the common area by homeowners with an approved variance.

Replacement or removal of shrubs, trees, etc. is always at the discretion of the Association. The Association will trim or remove plantings if they constitute a safety hazard or are dead. Town and Patio homeowners must secure a variance approval in order to remove any plantings other than annuals or perennials that they have planted themselves.

Article XII, Section c (General Restrictions), paragraph 16 of the Stony Point Homeowners Association Declaration applies to all home, lots, and Common Areas and states: "No homeowner shall plant, cut, remove, top, clear, clear-cut, replace, trim, damage, destroy, or treat any trees, bushes, shrubs, or other plantings, or install any structures or improvements, or dig, remove, or otherwise alter any dirt, soil, rocks **on any portion of his lot**, or in any portion of the Common Areas, which is included in an Irondequoit Bay Restricted Slope Area as identified on any filed subdivision map of the Development, or any portion of the Common Areas identified on a subdivision map as a forever wild area; such functions being reserved solely to the Association; and further, no owner shall enter any such forever wild area except on foot."

Irondequoit Bay Restricted Slope Area

The Irondequoit Bay Restricted Slope Area (IBRSA) forms the northern boundary of all Stony Point property, single family homes as well as town homes. That property is *not owned by any homeowner* and is regulated by a series of local and state governmental departments and organizations. Therefore, no homeowner shall plant, cut, remove, top, clear, clear-cut, replace, trim, damage, destroy or treat any trees, bushes, shrubs, or other plantings, or install any structures or improvements, or dig, remove or otherwise alter any dirt, soil, rocks on any portion of this IBRSA. No one shall enter these areas except on foot. **Any person(s) who participate in any of the above-mentioned activities will be fined a minimum of \$5,000 and required to pay damages in accordance with certain laws and government guidelines.**

Town and Patio Homes

The Association is responsible for all landscaping around town homes and patio homes except for landscaping around the rear deck areas up to 12 feet from the rear foundation of town homes. For those town home and patio home residents who enjoy the planting and care of the grounds, the Board may approve variances for additional gardens and plantings immediately adjacent to their homes. The Board will take into account the complexity of the gardens and the need to maintain the look of the entire community in granting these requests. Homeowners may plant annuals each year without a variance so long as the planting is done after the annual mulching, the plants are removed in the fall and the homeowner accepts all responsibility for any damage.

Homeowners with private plantings and gardens should be aware of the fact that it is difficult to specify to contractors who maintain our landscaping exactly which plantings should be trimmed, weeded, etc. Therefore, these homeowners may find that their gardens have been worked on by contractors without the homeowners expressed permission and the Association will not be held responsible for any damage that may occur.

Buildings

For Town Homes and Patio Homes with Maintenance Agreements

Homes in Stony Point with a maintenance agreement receive a number of specific services from the Association that are paid for from their monthly assessment.

Association Responsibilities. The Association is responsible for the following external maintenance: (See Article IX Section 2)

1. All exterior structural repairs; i.e., roofs, vents, furnace and fireplace chimneys, rain gutters and down spouts, cedar siding and trim, garage overhead door, brickwork, front stoop and sidewalk, driveway (normal wear.)
2. Exterior staining and painting, including all siding and trim, garage overhead door exterior and frames. (excludes storm doors and deck floors)
3. All roads (except Admiralty Way, La Salle Drive and Ensign Drive, south of Admiralty Way) driveways and sidewalks.
4. Snow removal includes individual driveways, private roads, visitor parking lots, individual walks, and mailbox clusters. Salt will be applied to hills and curves of the private roads on an as needed basis.
5. Patio and Town Home post lights.
6. Watering and maintaining of grass and landscape areas in common areas and around townhomes.

Homeowner Responsibilities. The homeowner is responsible for the following external maintenance:

1. Garage overhead door opening mechanisms
2. Exterior door locks
3. Hose bibs
4. Exterior light fixture bulbs ó front and rear
5. Allowing the use of water for landscaping watering from their outdoor faucets.
6. All windows and glass including roof installed skylights
7. Storm doors, storm windows and screens
8. Air conditioner condensing unit and pad
9. Repair and staining of deck or patio floor and any deck additions (constructed with an approved variance.) The Association is responsible for maintenance of all vertical surfaces of the deck.
10. Cleaning of fireplace and fireplace chimneys

ōIn the event that the need for any such maintenance, replacement or repair is caused by the willful or negligent act or omission of the owner, his family, guests or invitees, the cost of suchí shall be added to and become a part of the assessment to which such Town home & Patio home is subjectí ö (DCCR, Art IX)

Maintenance Schedules for homes with maintenance agreements (May be altered as needs change)

Paint exterior	6 years
Asphalt sealing	3 years
Snow removal	accumulation of 3 or more inches
Lawn mowing	weekly, in season
Trim shrubs	1 times per season
Weed shrub beds	monthly (May-October)
Grounds clean up	Spring and Fall
Gutter cleaning	Fall

Requests for Maintenance

All requests should be directed to the Association's Property Management Company. *The preferred work order request application form can be found on the SPHOA web site: <http://stonyp.org> or alternatively by requesting a form from the Property Management Company.* Once submitted, The Property Management Company will respond and provide the homeowner with information about the timing and completion of the request for maintenance.

Continuing Services

Trash-Recycle Removal (all homes)

Trash and recycle collection for all homes is once a week on Monday, or on Tuesday if a holiday such as Christmas, New Year's, Fourth of July, Labor Day fall on the normal collection day (as of the date of this printing).

All residents should place trashcans and recycle bins at the end of their driveway. During the winter snow removal season, care should be taken to not interfere with plowing. Nothing should be placed outside the home before 8:00 PM on the evening before collection. Return all containers to the garage not later than the evening of the pick-up day. Please secure your trash in closed containers to prevent animals or wind from distributing trash throughout the common area.

Snowplowing

A private contractor is under a contract from the Association to provide snowplowing of the private roads and driveways. The Town of Webster plows Admiralty Way, La Salle and the south end of Ensign Drive. Plowing commences with an accumulation of three (3) inches or more of snow. For town homes and patio homes, the Association snow removal contractor will come as close to the garage door as possible, but no hand shoveling is done in front of the garage door. Walkway from the driveway to the front door is also provided. Typically, all roads are cleared first followed by driveways and sidewalks. The Ensign Drive hill from the Admiralty Way intersection northward is monitored for icy conditions and salted as required. A driveway with a vehicle parked in it will not be plowed. All return trip requests after scheduled plowing because of a prior parked vehicle will only be scheduled if resident pays for the incremental return trip.

No common rock salt (sodium chloride) should be used to melt ice on concrete or brick as it causes pitting. Use calcium chloride or some other less corrosive melting compound, if you wish to de-ice your walk.

MAKING CHANGES AND OBTAINING A VARIANCE

As stated in the Stony Point Homeowners Association Offering Plan, Declaration of Covenants, Conditions and Restrictions and Bylaws, all properties (lands and buildings) are governed by the Association rules that state: **No structural, architectural or decorative changes are permitted to the grounds/landscaping, private or common, or the exterior of any buildings or facilities, private or common without an approved variance from the Association's governing Board prior to the change occurring.**

The process for obtaining approval requires submission of a written variance request, which is reviewed, by the designated architectural and/or landscaping committee and either approved or denied by the Board who governs the disposition of all variance requests. The average time for processing a variance request is 30-45 days from receipt of the variance request at the Property Management Company. The preferred variance application form can be found on the SPHOA web site: <http://stonypt.org> or alternatively at the back of the Home Owners Handbook or by contacting the Property Management Company and requesting a copy of the form. The Property Management Company will notify the applicant of the Board's decision. Approved variance requests should be kept by the homeowner with other housing documents in the event of questions about the approval.

Town Homes and Patio Homes*: All the related maintenance and repairs to the exterior grounds (deeded and common) and the exteriors of the building associated with Town Homes and Patio Homes are the responsibility of the Association with the exception of Patio Homes on partial maintenance who are financially responsible for the exterior of their building. All other maintenance applies to **Town Homes and Patio Homes** including snow plowing, exterior repairs of driveways, sidewalks, and the cutting and trimming of front, side and rear of associated yards, as well as all landscaping for these properties is the responsibility of the Association. This also includes all lateral storm, sewer, water, and drainage lines, as well as repairs and maintenance and replacement care of exterior facilities pipes, conduit and utilities located outside of the home that are not owned by or are maintained by the Town of Webster or the associated utility service. Therefore, all exterior changes to these types of properties by homeowner's require a variance or are the responsibility of the Association and/or service provider.

Single Family Detached Homes: Homeowners of this type of property are financially responsible for all costs associated with building maintenance and associated deeded property/grounds maintenance. However, all changes to the exterior of the detached home, including exterior painting (if the existing color is changed), trees, fencing, and additions or new structures attached or detached to the existing home (e.g. swing sets, decks or any other structure on the grounds - permanent or temporary) are not allowed until a variance is submitted and approved by the Board. One exception for this type of property is for landscaping changes on the associated private property involving the addition and/or removal of flowers, which does not require a Board approved variance.

The governing documents state that all home owners are required to keep the exterior of their home and associated grounds in good repair and in a neat and/orderly condition and consistent with the governing rules or the Association has the right to enter the home/lot with personnel and equipment necessary to clean up and/or repair the non-compliant condition, if the owner has failed or refused to do. When such action is taken, the homeowner is responsible to reimburse the homeowners Association for any expense incurred. Promptly after billing by the Association, any unpaid bills for such expense shall constitute an Association assessment and shall be the personal obligation of the homeowner until paid. The governing documents provide that the Association not exercise this right until 30 days after written notice has been given to the homeowner and a specified period has passed to perform the necessary work to make the condition compliant.

*Ref: Amendment 11 to the Offering Plan Dated October 6, 1995

MOTOR VEHICLES AND PARKING

Rules and Regulations

Article XIIc of the DCCR supports the following:

1. No trailer, mobile home, camper, truck, motor home, recreational vehicle, or other similar vehicle shall be parked in the Development for more than 72 hours except in a garage.
2. No person shall park a vehicle or otherwise obstruct any other owner's ingress or egress to any garage, driveway, or parking space, nor may any vehicle be parked on any road in the Common Areas when such parking would obstruct access by emergency or service vehicles, or obstruct the general use of the road by other owners in the Development.
3. Motor vehicles belonging to or used by residents and their long term guests (over one week) must be parked only in garages or driveways, and not in designated visitor parking areas. Designated visitor parking areas are reserved for short-term (less than one week) visitors when there is not enough room to park in the resident's driveway. Designated parking is on a first come first serve basis.
4. Parking is not allowed on any lawn area.
5. Except as permitted under Article XXIIc (which makes allowance for the occasional short term parking of defined vehicle see above), trailers, mobile homes, campers, commercial vehicles with signage, recreational vehicles, or other similar vehicles, other than those temporarily in the Development for making deliveries or providing services to the dwelling units or in connection with the maintenance of the common facilities, shall be parked only in garages between the hours of 7:00 PM and 7:00 AM.
6. Repair or maintenance of any vehicle is not permitted in any common area, including driveways, except that minor repairs and maintenance shall be allowed in driveways.
7. Unlicensed motor vehicles, including but not limited to snowmobiles, mini-bikes and the like, shall not be operated anywhere on the property at any time and may be stored only in garages. This rule against operation does not apply to golf carts and other personal transportation used between homes and the marina, community center or tennis court parking areas. Note, however, that Admiralty Way is a dedicated road subject to state and local restrictions.
8. The speed limit on North Cove, Mariner Circle, Ensign and Midship Circle is 15 MPH.
9. Vehicles should be kept in garages whenever possible and garage doors should be kept closed except when entering or exiting the garage. Private passenger-type cars that cannot be garaged may be parked in the unit's driveway.
10. Tennis court parking should be used while utilizing the tennis courts and/or guests of residents visiting the marina on a first come first served basis. Other Short-term parking should utilize all other short-term parking areas before this parking area is utilized.
11. No fuel trucks will be allowed to use Dunbar Trail.

HOME EXTERIORS

For All Homes

1. No signs, advertisements or posters may be attached to the exterior of a home or placed in the windows, landscaping beds or lawn and/or common areas, except that a single Home For Sale sign may be staked in the lawn and/or common area. The placement of realtor "Open House" signs and balloons (or other indication of directions to a social event) **on the day of the event only** are allowed. These signs, etc. must be removed promptly after the event.
2. The following are not permitted:
 - a. Window air-conditioners
 - b. Exterior clothes lines or poles, or other outside drying of laundry such as over deck railings
 - c. Exterior radio or TV antennas except as provided in satellite dish guidelines on page 18
 - d. Sheds, shacks, outbuildings or utility buildings
 - e. Sports/recreational equipment (including but not limited to basketball poles/hoops, hockey nets etc.) on driveways when not in use or permanently installed on a lot.
 - f. Any type of shade apparatus (except standard umbrellas).
 - g. Screening of garage overhead door entrance.
 - h. Lawn ornaments or any other decorative objects in landscaping beds or lawns, or attached to trees or buildings.
3. Temporary decorations for the winter holiday season may be displayed between Thanksgiving and January 20th of the following year. All other holiday (such as Halloween and Easter) decorations are allowed two weeks before and one week after the specific holiday.
4. Per the recommendation of the Town of Webster Fire Marshal and our insurance provider, the use of fire pits or chimneys of any type on or under wooden decks is prohibited-.

For Town and Patio Homes

1. Decorations of any kind may not be attached to town or patio homes other than to decks, to front doors, or adjacent to front doors. Homeowners are responsible for any damage caused as a result of these decorations.
2. Only one face cord of firewood may be stacked against the rear wall of town and patio homes, to a maximum height of four feet. All other firewood must be stored in garages. The homeowner assumes responsibility for damage from pests introduced by the firewood.
3. Screened enclosures and decorative objects (except standard umbrellas and outdoor furnishings) are not permitted on decks or patios.

4. The following items/changes are permitted and do not need a variance, but are subject to inspection and approval by the Association:
 - a. Small thermometers attached to entryways or outside windows.
 - b. Door knockers and small viewers in front doors, but they must be removed by the homeowner for painting.
 - c. Flower pots and small decorative objects on front stoops, rear patios, and decks
 - d. Homeowner maintained, individual pots of annuals and perennials (14" pot and 14" plant size limit) in mulched beds between May 1st and October 31st.
 - e. Rustproof brackets for displaying the American Flag.
 - f. Screen/storm doors for front entryways with full glass panels (one or two panes) and of color matching the door or the door trim.
 - g. Garden hoses that are on carriers or are neatly coiled in beds from April 15th to September 30th.
 - h. Temporary decorations for the winter holiday season may be displayed only between Thanksgiving and January 20th of the following year. Decorations must be confined to door and porch areas and to wreaths under front garage lamps. Decorative lights and light strings without a framework of any kind may only be placed in shrubbery. Building and Roof lighting and lawn décor of any type for all types of homes is prohibited
 - i. Dumpsters are permitted for up to 15 days if they fit totally on the driveway with the garage door closed, one-week advance notice is provided to the management company. The homeowner remains responsible for any damage such as (but not limited to) driveway, lawn, or private drive. Rules against parking on lawns remain in place, but the homeowner may park up to two cars in the guest, tennis, or pool lots. Exceptions to these rules may be requested by submission of a timely request for variance.
 - j. Low voltage (14V max) or solar sidewalk lighting.

Night Exterior Lighting – post lights

Although the association does not have commercial street lighting, in the interest of all homeowners safety and security and per the recommendations of local law enforcement, fire and safety officials and insurance providers it is in the best interest of all association home owners that dusk to dawn night lighting be maintained as noted below. To assure dusk to dawn post light illumination the association reimburses all Town Home and Patio Home homeowners with front yard post lights with an annual financial reimbursement to offset the cost of electricity in support of this requirement. Therefore, the following rules are in place:

Town Home and Patio Home properties: The association is responsible for the maintenance and repair of all post lights that are located in front yards of Town Home and Patio Home properties. Each post light must be equipped with a photocell that turns the light on at dusk, off at dawn every day, and is required to be kept in working order.

Detached Homes: All Detached Home owners are **requested** to have a post light located in their front yard and maintained in good working order that includes working light bulb(s), and illuminated from dusk to dawn every night.

EMERGENCY GENERATORS INSTALLATION SPECIFICATIONS

No emergency generator may be installed without the prior written consent of the association's Board of Directors or its duly appointed Architectural Review Committee. Prior to any installation, any homeowner wishing to install a generator must submit a variance request, which shall include a site plan showing the location of the proposed installation and the specifications of the proposed generator (including decibel levels). The Board reserves the right to deny any request for such an installation if in its sole discretion the homeowner has not provided a sufficient reason to grant a variance.

Only automatic switchover natural gas powered generators may be installed. Gasoline or diesel fuel powered generators are not permitted (due to safety concerns with fuel storage and handling, higher noise levels, objectionable odors, etc.).

Generators may not be installed in the front of the home, but must be located in the least conspicuous place in the rear or side of the unit.

A concrete pad meeting manufacturer's minimum requirements must be utilized under the generator. The type and style that have been used for existing air conditioning unit pads within the property are preferred.

Only certified contractors may be utilized for the installation of the generator, and the installation must meet all manufacturer's installation requirements. Contractors must carry liability and workers compensation insurance and proof of coverage must accompany the variance request.

The system must meet all building codes and requirements, and any required building permits must be obtained prior to the installation.

The generator must provide the maximum available muffling and noise control. The recommended maximum decibel level of the generator shall not exceed 65 dB at seven meters (23 feet), equivalent to the noise level of a typical air conditioner condensing unit.

The association shall have the right to decide the time of day and the day of the week for any scheduled periodic testing/charging of the unit (typically early afternoon on the weekday that lawn mowing is scheduled).

Any homeowner wishing to install an emergency generator must obtain the prior written approval of all neighboring homeowners located within fifty feet of the proposed installation location. Evidence of such approvals must accompany the variance request.

Screening of the generator with landscaping is encouraged.

All future maintenance of the system shall be the responsibility of the homeowner. The generator must be maintained in an aesthetically pleasing condition at all times, including painting, etc. when necessary.

The association will not be held responsible for any damage to the system for any reason.

It is the homeowner's responsibility to inform any subsequent owner of their unit of these requirements and responsibilities.

2/1/2007

SATELLITE DISH AND OFF-AIR ANTENNAE

Approved by the SPHOA Board of Directors October, 2004 as amended June 16, 2014

These rules and guidelines apply to all satellite dish and off-air antennae installations within Stony Point Homeowners Association.

Satellite Dish Rules:

1. The Board of Directors must, in advance of installation, approve the installation of any satellite dish or off-air antennae measuring one meter or more.
2. The Board of Directors must, in advance of installation, approve the installation of any satellite dish or off-air antennae, regardless of size, which is to extend beyond the foot print of the foundation of a townhouse, its deck, or its balcony.
3. The satellite dish or off-air antennae must remain properly grounded as determined by the installer.
4. The homeowner or the homeowner's successors in title shall compensate the Association for (1) repair of damage to property maintained by the Association as a result of the installation and (2) resolution of any other problem as a result of the installation.
5. Lightning strike damage to the dish or off-air antennae and associated mounting shall be the responsibility of the homeowner or the homeowner's successors in title. In the absence of gross negligence, the Association shall not be responsible for damage to the satellite dish while engaged in property maintenance or repair.
6. All repairs to the satellite dish or its associated mounting shall be the responsibility of the homeowner or the homeowner's successors in title.
7. If installed on property maintained by the Association and if maintenance requires temporary removal of the dish, the homeowner or the homeowner's successors in title will be responsible for the removal and reinstallation of the dish. If the homeowner or the homeowner's successors in title does not remove the dish for such maintenance, the Association may do so at the homeowner's or the homeowner's successors in title's expense.
8. Any installation shall comply with all applicable government regulations and codes.
9. Any permanent removal of a dish requires restoration of the location to its original condition by the homeowner or by the homeowner's successors in title.

Satellite Dish Guidelines:

1. The cable leading to the inside of the unit to connect the dish should be internal to the building rather than external on the side of a building. If external, it must be painted the color of the siding.
2. The location of the dish should be as unobtrusive as possible.

PETS

Article XIIc of the DCCR supports the following rules:

öNo pets shall be maintained in any home or in the Development, except dogs, cats, caged birds and other similar and usual domestic pets. No dog, cat, or other permitted domestic pet shall be permitted to run loose on any portions of the Development. There shall be no commercial breeding or other commercial use of animals in the Development.ö

1. No more than one large or two small or medium-sized pets may be kept in any one town or patio home. Pets that do not go outside the unit are excluded from this provision.
2. Pets must be restrained at all times when outside a unit by the use of a hand-held leash not to exceed eight (8) feet in length. Staking with a leash in patio areas or the use of öinvisibleö electric fences with an approved variance is permitted only while the resident is home. No animal may be kept or left unattended on the grounds, including decks, patios, and porches when a resident is not at home.
3. It is the responsibility of the pet owner to immediately remove pet waste and properly dispose of it.
4. A pet shall not be permitted to be a nuisance or to cause or create unreasonable disturbance or noise.
5. If any of the preceding Rules and Regulations are not adhered to upon written notice to a homeowner, the Board of Directors has the authority to cause legal removal of any pet or pet apparatus in violation upon an additional three (3) day written notice of intent to so remove.

SOCIAL ACTIVITIES

To enhance the welcoming atmosphere of our neighborhood, the Social Committee organizes two or three community-sponsored events each year and assists neighbors who wish to host additional social activities that are financially self-supporting and paid for by the attending residents and guests. The Social Committee of residents organizes social activities. Activities range from picnics and golf outings to tennis and holiday parties.

Neither hosts of social events nor members of the Social Committee should commit SPHOA to any financial or contractual obligation without the express permission of the Board prior to making the commitment.

Garage Sales

A community garage sale may be held up to one time per year. The dates will be determined by the Board of Directors in conjunction with the Social Committee and published in the Spring Newsletter. The sign rule and private road parking restrictions will be waived for this one event. Although the Social Committee may be responsible for one major newspaper ad, any other advertising is the responsibility of the individual participants. Individual garage sales and/or estate sales are not authorized without a Board Approved Variance prior to the event.

Communication with Residents

The Association maintains a website at (<http://stonypoint.org>). The Stony Point website is the main resource for information about what is going on within the community. Detail content is only available to residents of Stony Point and requires a simple onetime on-line registration. On the web site, you can find the calendar with important social and meeting dates, the approved minutes from Board and subcommittee meetings, a copy of this document and all related association forms and contact information and notices about work being performed on site. In addition, it provides an avenue for residents to make comments and ask questions and a means for surveying community opinion about issues concerning Stony Point.

Using forms found on the website to submit variances, work order requests, boat registrations, and rent the clubhouse is the preferred method for handling these administrative tasks although hard copies of all forms except the work order request (call the Property Management Company if a work order is required and access to the web site is not available) are also included in the appendices this handbook if access to the web site is not available.

Short e-mails containing last-minute information of importance to the whole community, when necessary, can be sent to all residents who have provided their e-mail addresses to the Stonypoint.org web site or to the webmaster **OR BY UPDATING THEIR PROFILE ON STONYPPOINT.ORG WEBSITE.**

Communication through the U.S. Post Office will come occasionally from the Stony Point Board of Directors or the Property Management Company. This will include the annual notice of the yearly budget (which runs from April 1 to March 31), nominations for the Board, and the Annual Meeting.

Printed flyers about specific events that include the entire Stony Point community may also be distributed door to door as needed.

The Clubhouse

The Clubhouse is a resource for all members of the Stony Point community and in order to keep it running smoothly and efficiently, a number of rules and policies have been established.

Reservation Policies -Reservations are now made and paid for via the **Association website at <http://stonypt.org>**.

1. The clubhouse is available for private party use for homeowners and tenants.
2. A reservation grants permission by the Stony Point Homeowners Association to a homeowner or tenant to use the Clubhouse for a "private party" event between the hours of 8:00 am and 10:00 pm on the date specified on the rental agreement form. Doors are locked at 11:00 pm.
3. No one under the age of 21 may rent the clubhouse.
4. Reservations are available on a "first come ó first served" basis and can only be secured with a rental use deposit.
5. Reservations cannot be made more than 6 months in advance.
6. Rental fees are waived for Stony Point Homeowners Association and neighborhood functions when all residents are invited.

Rules & Regulations

Rental of the clubhouse does not include the use of the pool, spa or pool patio facilities.

Maximum of eight (8) guests from the clubhouse may be out in the pool area at any given time.

The resident renting the clubhouse must be in attendance at all times and will be held personally responsible for the following:

1. The behavior of guests (including excessive noise).
2. Any damage caused by guests to the clubhouse or pool area.
3. Removal of all party materials, plates, cups, balloons, party favors etc. and empty beverage containers.
4. Removal of all left over food, beverages and trash from the clubhouse.
5. Adherence to the rules and regulations indicated below.
 - a. Serving or consumption of alcoholic beverages by minors is strictly prohibited.
 - b. Smoking is not permitted in the Clubhouse or pool area.
 - c. Residents and guests under the age of 18 must be accompanied by a responsible adult (over 21) at all times.
 - d. Noise should be kept at a level that does not disturb the other residents of Stony Point. Your event should end by 10:00 pm to allow cleanup time. Clubhouse doors are locked and alarmed at 11:00 pm.

- e. Power cords, speaker wires, antenna or video cables connected to the TV, DVD player or VCR should not be disconnected or rewired.
- f. Any food or beverage spills should be cleaned up immediately. Significant spills on the carpet should be reported on the checkout sheet.
- g. Pins, thumbtacks, staples, tape etc. may not be used to attach items to the clubhouse walls.
- h. All decorations, banners, signs etc. must be removed from the clubhouse exterior, pool area, parking areas and signposts in the community after your event.

MARINA

The Dock Committee is made up of a member of the Board and other interested residents. This committee oversees the management of the dock and marina area including assigning docks and works with the Property Management Company to assure the safety, maintenance and adherence to the dockage rules and regulations.

Dockage Rules and Regulations

Approved by the Stony Point Homeowners Association Board of Directors: 12/20/10.

The following rules and regulations are in place to provide a pleasant, safe and enjoyable atmosphere for residents and boat owners docking at the Stony Point Marina.

Owners and their guests must comply with all laws, ordinances, rules, statutes and regulations established by regulatory bodies having jurisdiction that pertain to all land and water areas and their content and to the dockage and operation of their boats. Owner and guests must comply with all posted rules and regulations. The SPHOA (Stony Point Home Owners Association) rules and regulations do not supersede or exempt any such governmental rules but are in addition for the safety and well-being of the property and all participants who access and utilize the Stony Point docks and marina.

1. Only private pleasure (non-commercial) boats, in good condition, and under their own power, are provided dockage. Boats used in commerce shall not be assigned dockage. Dock assignments shall be made annually in accordance with the Dock Assignment Policy only for boats owned and primarily used by homeowners or residents that have provided copies of boat registration showing ownership and have a docking agreement on file with the Dock Committee. Subleasing slips is prohibited. Dockage must be in the assigned slip. Buyers of Stony Point homes, with signed purchase contracts, may lease a dock at rates and on terms set by the Dock Committee. No boat is to be docked within the marina that does not have a current License and Registration between the owner and the regulatory bodies having jurisdiction in such matters and proof of current vessel liability insurance.
2. In the event of an emergency, i.e., breakdown of bilge pump, leak, bad lines, etc., SPHOA is authorized, but not obligated, to make or have made necessary repairs, the cost of which will be charged to the boat owner. SPHOA may take emergency action; including moving any boat from an assigned slip to any other slip or removal of boats from the Marina to protect other boats and docks.
3. No boat shall be launched or hauled in/out of the Marina by a motor vehicle.
4. SPHOA reserves the right to limit and govern parking space in Marina parking area.
5. Though not a rule, weekend parking at the Marina parking area should be limited to one vehicle per home. Please help alleviate potential issues by shuttling your guests and/or family members. Medium term (24 to 48 hours) parking should be in the upper Dunbar lot. Cars should not be in the Marina over 48 hours.
6. Dunbar Trail, the road leading to the Marina, is a private road. Access to the docks via this road will be available only during the boating season. During the winter months, Dunbar Trail will be closed except for authorized maintenance and emergency access.
7. Dunbar Trail is a private unpaved road and Applicant assumes all risks inherent in using Dunbar Trail. Entrance and exit to the marina are controlled by a security gate that is accessed by a key card that remains the property of SPHOA. A prepaid \$30 fee is charged for each replacement card.

8. Refuse shall not be thrown overboard. Garbage shall be removed from the Marina or placed in receptacles if provided. No person shall discharge marine toilets, effluent, oil, spirits, and flammable liquid or oily bilges into the Marina.
9. Boat owners shall not store supplies, materials, accessories or debris on the docks, and shall not install thereon any lockers, chests, cabinets, or similar structures.
10. Laundry shall not be hung on boats or docks in the Marina
11. Noise shall be kept to a minimum at all times. Boaters shall use discretion in operating engines, generators, and audio equipment so as not to create a nuisance or disturbance. The use of large mechanical tools/equipment outside the boat is prohibited i.e., grinders, etc. Buffers and polishers are allowed.
12. Quiet time to be observed daily between the hours of 10:00 p.m. and 7:00 a.m. Owners shall not permit any family member or guest to engage in any conduct that will interfere with the rights, comforts and conveniences of others.
13. No one under the age of 18 can be on Dunbar Trail or the docks or in the marina area during Quiet time (10:00 p.m. to 7:00 a.m.) unless accompanied by an adult homeowner.
14. Houseguests (overnight) and immediate family members of residents may use the docks unaccompanied, but all non-immediate family day guests must be accompanied by a resident or homeowner when in the Marina area.
15. Pets shall be leashed within the confines of the Marina and toileted on grass areas and under the supervision of an adult at all times. Owners must clean up after their pets. Pets are permitted only if they do not disturb others.
16. All children under the age of thirteen (13) must be under adult supervision and must wear a USCG approved PFD when on the docks.
17. NO recreational swimming or diving shall be permitted from the docks, boats, and shoreline or in any area of the marina area at any time. Entry into the water for repair or maintenance is at the boat owner's own risk.
18. Small boats not assigned to a slip must be stored on a rack or in designated areas, but not on any grass areas. Boat trailers shall not be stored anywhere in the Marina area.
19. Fenders and portable docks may be tied to docks, but holes may not be drilled into docks for this or any other reason. Approved vinyl corner protectors (white only) may be adhesively applied. There shall be no painting, marking, defacing or inscriptions made on or about the docks or dock area. All boats must be moored in a safe and secure manner, which does not interfere in the right-of-way of other boats in entering or leaving the marina or their designated dock assignment. Owners are responsible for damage caused by improperly moored vessels, docks or other vessels.
20. Only electric or gas-fueled barbeques may be used on boats and on the grass area of the marina. Otherwise, open fires outside of enclosed boat cabins are prohibited. Charcoal fires are not permitted on the boats, docks or in the Marina area.
21. Use of heaters and air conditioners on boats from shore power is limited to the time owners and guests actually are aboard or around the Marina. However, should boat owners wish to run the air conditioner while they are away from their boat, they may do so by paying \$75 in advance of the season to cover the cost of their use of these shared utilities. Heaters are the major contributing factor to marina fires and are strictly prohibited for use while the boat is unattended.

22. Shore power shall only be obtained through marine/underwriters approved type connections. Water and Power Lines shall not cross walkways. Electrical and water lines may not be affixed or secured to the docks or be allowed to hang into the water but placed in a safe and non-obstructive manner.
23. Fuel trucks are not allowed to use Dunbar Trail. Gasoline and diesel fueling of floating marine craft is not legal or safe. All gasoline and diesel power watercraft can only be fueled at a state inspected and certified land based fueling station. Outboard gas tanks can only be filled by removing from the boat and taking them to a state inspected and certified land based fueling station.
24. All cleaning products used must be environmentally friendly, phosphate free and be biodegradable and non-toxic. All paints, solvents, fuels and oils and other hazardous materials must be disposed of legally at an appropriate disposal facility.

Dock Assignment Policies

Entitlement to Slips:

1. Each home is entitled to one boat slip for a private, non-commercial boat. Additional slips, when available, can be leased on an annual basis at a rate determined by the Board of Directors.
2. Dinghies and other small craft less than 20 Ft. (length over all) and 4 Ft. beam may be tied on the shore side of the long pier on a first-come first-served basis. No particular position can be reserved. A laminated sticker available from the Dock Committee must be displayed on the craft for identification purposes.

Assignment:

1. Boat slips will be assigned by the Dock Committee to best accommodate boats, taking into account boat dimensions and any physical challenges of homeowners and residents. Generally, larger boats will be assigned to long docks; deep keel boats will be assigned to deeper docks, and physically challenged will be offered docks nearest the parking area. Homeowners or residents must own or have exclusive use of a boat to receive a slip assignment, but there is no minimum use requirement for a slip assignment.
2. Prior occupancy of a particular slip shall be considered when assigning slips for a season, but shall not be binding on the Dock Committee. However, a boat shall not be bumped to a dimensionally unsuitable slip. The Dock Committee shall determine suitability of a slip.
3. The Dock Committee shall have the authority to reassign a boat to a dimensionally suitable slip whenever required to accommodate another boat as follows: When a long dock is needed, the shortest boat on a long dock will be moved to an available short dock. When a deep dock is needed, the boat with the shallowest draft that is in a dredged dock will be moved to an available suitable shallow dock. When a disability dock is needed, the boat not belonging to a physically challenged person nearest the parking area will be moved to an available dock away from the parking area.
4. Boats of a wide beam so great as to unreasonably inhibit the use of the next slip shall be moved to the outside slips if there are not enough inside slips for all eligible boats. The widest boat would be the first to be moved. Otherwise, slips shall be kept empty next to wide beam boats when possible to reduce the risk of collision. The phrase "wide beam" shall mean beams of 14 ft. or greater.
5. If available, homeowners may request and be granted an additional slip at no extra fee. If more than one boat requires shore power, a seasonal fee of \$75.00 will be charged for each

additional boat requiring power. There is no guarantee that the homeowner will be assigned adjacent slips.

Review:

Acts and decisions of the Dock Committee are reviewed and approved by the Board of Directors as required.

Guests:

1. Guests are welcome when space is available. There is no fee for day docking while visiting a Stony Point resident. Overnight dockage is available at a daily fee set by the Dock Committee for up to one week if prior arrangements have been made by the host resident with the Dock Committee or Board of Directors.
2. A Guest dock may be rented on a space available basis if the guest is sponsored by a homeowner and agrees to policies and procedures outlined in the Guest Dockage agreement. Homeowners who have a friend or family member that they would like to recommend for this privilege should contact the Dock Committee.
3. The Guest day-docked must be resident on the craft, at the home of the host STONY POINT resident, or at a commercial hotel or motel while the boat is at the docks.
4. The host resident shall be responsible for compliance by the Guest of all SPHOA Rules and for damage to private property of other residents or to SPHOA facilities caused by a guest who does not accept such responsibility. Any damage to the docks and related utilities/services by an owner or their guests, agents and /or employees will be repaired or corrected by the association at the expense of the owner/renter.

Small Boat Storage

Small boat storage at the marina is available for Stony Point residents who own and use small boats such as canoes and kayaks. The rack storage is provided for those homeowners who are actively using these small boats.

1. Annual registration for a space on the rack is required. Forms for this purpose will be available through the Dock Committee. Stickers will be issued and must be displayed on the craft.
2. The dock committee will issue rack assignments at the beginning of each boating season (April). No spaces will be grandfathered or exclusive to any resident.
3. Rack assignments are limited to 1 rack space per resident unless there are unassigned / unused racks available after initial assignments are made (April).
4. Boats stored on the small boat racks are limited to less than 16 ft. in length, 4 ft. beam and 175 lbs. in weight.
5. Rack storage is limited to no more than two boats per rack space.
6. Persons with special needs will be given preference for convenient access spaces, if possible.
7. Boats should be removed from the rack at the end of the boating season. Off-season storage is permissible, however storage is at the owner's risk and occupancy of a rack does not reserve the rack for the next boating season.

TENNIS COURTS

Policies

*Revised and approved by the Stony Point Homeowners Association Board of Directors
October, 2004*

The Tennis Court is a common facility for use by the entire community.

The following rules are in effect for its use:

1. The tennis courts are to be used on a first come, first served basis only by:
 - a. *Stony Point residents'*
 - b. *Relatives (children and parents) of residents'*
 - c. *Non-resident members of the Stony Point Homeowners Association*
 - d. *Non-related day guests ONLY when accompanied at the courts by a resident*
 - e. A Stony Point resident may reserve one tennis court for one hour for the resident and one guest player or for one and a half hours for the resident and up to 3 guest players. A second court may be used but must be surrendered if other Residents request access. Resident may make a reservation by posting a notice sheet on a separate piece of paper the time, date, and your name & phone number at least 1 week in advance and placing the notice at the tennis court bench unit.
The Residents reserved court must be surrendered at the end of the reserved period if other Stony Point Resident players come to play.
Both Tennis courts may be reserved if all residents in attendance are permitted to participate.
2. Only non-marring athletic shoes and suitable tennis attire should be worn on the courts.
3. Shirts are required.
4. Bicycles, strollers, rollerblades and other wheeled toys are not to be used on the tennis courts.
5. Saturday mornings from 9 to 11 AM and Tuesday evenings from 6 PM until dusk are reserved for drop-in play for all residents and guests. Courts will be made available to everyone present at those times on a rotating basis.

ALL PLAY IS AT THE PLAYER'S OWN RISK

SWIMMING POOL AND SPA

Rules & Regulations

Approved by the Stony Point Association Board – (August, 2010)

The Pool and Spa are a common facility for use by the entire community. The following rules will be in effect for their use.

General

1. The pool and spa are for the use of Stony Point residents, members of their households and their guests. Non-resident homeowners of vacant homes may use the pool in the same manner as residents. Persons using this facility are expected to behave in a safe and responsible manner.
2. Homeowners and residents agree to indemnify the Association in the event that a guest is injured in the pool.
3. Homeowners, residents and guests agree that the pool is used at their own risk. No lifeguards are on duty.
4. The cost of any damages caused by neglect or abuses by a resident, his or her family, or guests will be charged to the homeowner.
5. The Association cannot be held responsible for lost, stolen or damaged property.

Pool/Spa Admission and Usage

1. Hours of Operation: Daily ó 8:00 AM to 10:00 PM Sunday ó Thursday and 8 AM to 11:00 PM Friday & Saturday during the Season
2. To ensure admission to the pool by an authorized user, always keep the gate closed at all times and do not admit persons that are not known to be residents.
3. Infants in approved òleak-proofö diapers may use the pool.
4. For health reasons, no children under the age of 14 are allowed in the pool enclosure without an adult resident (age 18 or older.)
5. The pool will be closed in case of thunderstorms, chemical imbalance of the water or other threatening and/or unsafe situations.

Pool-Spa Area Rules

1. Maximum Bathers: Pool - 20 Spa - 8
2. Homeowners and their immediate families have priority over guests.
3. No swimming alone.
4. Polluting of the pool is prohibited.
5. Deck area must be unobstructed for a 5 foot width around the entire pool.
6. No private parties.
7. Table umbrellas should be closed after use ó *please take special note if you are the last person in the pool area.*
8. All trash, including any food waste, is to be removed from the pool area.
9. No bicycles, skateboards, rollerblades, etc. permitted in the pool area.
10. No toys, rafts or other flotation devices are permitted in and around the pool. Swimming aids are allowed.
11. No pets allowed in the pool area or tied to the fence.
12. No smoking in the pool area. *Please use the designated receptacles outside the fence for butts.*
13. Use of portable radios, cd players, etc. is permitted only with headphones.
14. Glass containers, cups, bottles and glasses are not permitted in the pool area.

Conduct

1. Running, pushing, dunking, undue splashing or horseplay is not permitted in the pool area at any time.
2. Diving or jumping into the pool is not allowed.
3. Racing, tag and other water games are not permitted when they interfere with the safety and enjoyment of others.

Attire

1. Proper swimming attire is required in the pool or spa. Shorts, cutoff jeans, playsuits and NON-leak-proof diapers or paper diapers are not permitted.
2. Hairpins, barrettes, etc. should be removed before entering the pool or spa.

Guests

1. Each household may bring a maximum of eight (8) guests to use the pool; this same rule applies if a resident is renting the clubhouse. However, it should be noted that residents and their immediate families have priority over guests for use of the pool. Excessive use of guest privileges may require a change in this policy.
2. Residents between the ages of 14 and 18, inclusive, may have one guest over the age of 14 without being accompanied by an adult.
3. Overnight houseguests of residents (who are over the age of 18) may use the pool, unaccompanied by the resident.
4. A resident must accompany Day guests.

Containers, Beverages, Etc.

1. No glass objects are permitted in the pool area ó beverages in unbreakable containers only.
2. No chewing gum permitted in pool area.
3. No alcohol consumption permitted by anyone under the age of 21.

Health Considerations

1. Persons having an infectious disease, recent vaccination or open wounds are not allowed in the pool area.
2. Every person should shower before entering the pool or spa.
3. Oily suntan products foul the pool and filter systems and are not allowed. Lotions are permitted, but please shower before entering the pool or spa.

Telephone

Use of the telephone by residents and guests is for emergency use only.

Miscellaneous

Direct concerns regarding pool operations to the Property Management Company.

STONY POINT HOMEOWNERS ASSOCIATION
STANDARD AWNING VARIANCE REQUIREMENTS
(Jan. 2011)

1. Each request will be handled on an individual basis, based on the design of each home and the awning installation details including size of awning, installation location, fabric color and type, identification/disclosure of all related infrastructure components including: Electrical, installation brackets, roller tube, hood, motor, cross arms and associated framing, any weather sensor device, and brand to be used.
2. Complete specifications of how the awning will be attached to the unit and all structural changes to accommodate the installation of the awning must be submitted with each Variance Request. Include architectural renderings and all details of exterior location and awning method of attachment to the building, any other point of attachment and any additions and/or modifications required to complete the awning installation.
3. The recommended providers are:
 - a. Pace Windows and Doors - distributors of Eastern Awning System Sunflex Awnings
 - b. Rochester Colonial Manufacturing Company, Commercial Division - distributors of the Eclipse Awning system

Note: If other products are to be considered, the homeowner must submit complete specifications for review. However, all other requirements stated herein will apply.

4. Color of the fabric and frame as well as the related components are to be the color of the primary exterior siding color of the unit at which the awning will be installed.
5. Motorized operation of the retractable awning and all related components that are on the exterior of the unit are to be fully disclosed on the variance.
6. The Association can reasonably require replacement and/or removal of an awning by the homeowner at the homeowner's expense if the fabric or related hardware is deemed faded, torn, frayed, or is in an unsafe or non-operational state.
7. Final approval of an awning variance is contingent upon compliance with the approved details as verified by an inspection and written confirmation which is given after the installation is completed.
8. Homeowner must submit a signed Disclaimer as enclosed. Signature must appear as on the deed to the property. Homeowner will advise any Successor in Title of the existence and content of this disclaimer.

STONY POINT HOMEOWNERS ASSOCIATION
SHADE DISCLAIMER
(Revised 2011)

I _____

Residing at: _____

Have contracted for the installation of a SHADE PRODUCT at my address noted above. In doing so, I understand and agree that the SHADE PRODUCT will be installed and maintained in good working order ongoing as noted on the attached Variance Request. Any and all cost and/or service required or damage caused by the installation and ongoing use of said SHADE PRODUCT is my responsibility as the Homeowner of said property.

The Stony Point Homeowners Association is in no way responsible for any maintenance, service, or warranty on this a SHADE PRODUCT or any damage caused by the said SHADE PRODUCT at any time.

If the property listed above is sold or transferred, the new owner will assume responsibility for the SHADE PRODUCT as set forth in this agreement.

Signature of Owner: _____

Date: _____

Method of calculating estimated summer water consumption reimbursement using the Monroe county water authority water consumption history chart for each unit.

1. Add the gallons (in 1000s) for the first quarter (Jan, Feb. & Mar.) and the last quarter (Oct., Nov., Dec.) of the year and divide by 2 = the average internal water consumption per quarter.
2. Add the gallons (in 1000s) for the second quarter (Apr., May, Jun) + the third quarter (July, Aug., Sep.) = total water consumption for the summer period.
3. Subtract the total gallons (in 1000s) of the sum of the first + last quarter of gallons (in 1000s) from the sum of the second + third quarter gallons (in 1000s) = the estimated amount of gallons (in 1000s) used for outside watering.
4. Multiply the rate charged per gallons (in 1000s) which is the stated water rate X the estimated amount of gallons (in 1000s) used for outside watering (results of step 3 above) which = \$ amount of reimbursement for external water usage.

Example: using the water consumptions history chart provided by Monroe county water authority for a specific address:

By qtr.	Jan/Mar-10	Apr. /June-10	July/Sept.-10	Oct. / Dec.-10
Gallons (in 1000s)	10	16	24	12

Step 1. $10 + 12 = 22$ $22/2 = 11$ which is the average estimated quarterly internal usage.

Step 2. $16 + 24 = 40$ the total amount of usage for the two summer quarters.

Step 3. $40 - 22 = 18$ the estimated amount of gallons (in 1000s) used for outside watering.

Step 4. $18 \times (\$2.50 \text{ or current rate})$ (use the current rate charged for each 1000's gal.) = \$45.00 the \$ amount of reimbursement for external water usage.

Submit the above calculations along with a copy of the Monroe county water authority water consumption history chart for each unit and send to our Property Management Company for reimbursement.

RULES IF A HOMEOWNER RENTS THEIR UNIT 6 RULES APPLY TO ALL PATIO HOMES, TOWN HOMES AND STANDARD HOMES

1. Homeowner is responsible for promptly providing the Stony Point Homeowners Association (SPHOA) Board and the SPHOA Property Management Company with contact information about the renter (name, address, phone number, email).
2. Homeowner is responsible for providing the renter with a copy of the SPHOA Handbook and acquainting the renter with the continuing services and regulations as well as with contact information for the SPHOA Property Management Company.
3. Homeowner is responsible for providing renter with access to the Stony Point Website: Stonypt.org.
4. Homeowner is responsible for providing access to (including key cards, where applicable) and information about use of pool, clubhouse, tennis courts and marina areas at Stony Point.
5. Rental agreement must include a provision whereby the Renter acknowledges that the Renter is responsible for complying with all rules and regulations contained in the SPHOA Governing Documents (Declaration of Covenants, Conditions and Restrictions (DRRC)) & HANDBOOK, and for reporting all maintenance-related issues in a proper and timely manner to the SPHOA Property Management Company and to the Homeowner.
6. Homeowner is responsible for all fees and on-going maintenance; for obtaining a variance for any structural, architectural and/or landscaping changes; and all other items as stated in the Declaration of Covenants, Conditions and Restrictions (DRRC) and the SPHOA Handbook. In addition, the Homeowner is responsible for paying any monetary penalties assessed against the Renter/property for infractions to the rules and regulations that are not paid for by the renter.

APPENDICES

Appendix	Page
Variance Request Form	35
Clubhouse Reservation Form	36
Clubhouse Cleaning & Departure Checklist	37
Dockage Application	38
Guest Docking Application	44
Winter Dock Use Agreement	45
Small Boat Storage Form	46
ASSOCIATION/HOMEOWNERS Maintenance Summary	48

Variance Request (rev 4/2015)

Please return completed form to:

Stony Point Homeowners Association
% Crofton Associates, Inc.
111 Marsh Road, Suite 1
Pittsford, NY 14534
(585)248-3840
Fax: (585) 248-3666
Email: Info@CroftonInc.com

Homeowner name: _____ Address: _____

Phone Number: day time _____ evenings _____

To: **The Board of Directors Stony Point Homeowners Association, Inc.:**

I request permission to make the following changes to the exterior of my townhouse, patio home, detached home or to the common area of the community. I understand that it is my responsibility to obtain any governmental permits that may be necessary for this work. The Association reserved the right to inspect the completed work and/or to revoke the variance if the results do not meet the approved submission. I have attached a sketch and all related detail of the proposed changes, listed materials to be used and indicated who will do the work with copy of contract & contractors insurance as noted below and shade disclaimer if applicable and neighbor comments regarding this variance if appropriate. **Please be explicit; extra sheets/pages may be attached.**

Changes Requested: _____

Reason for the changes:

Who will complete the work: (All contractors must provide the association a certificate of insurance evidencing appropriate liability and workers compensation insurance.)

Length of guarantee (If applicable) _____

Indicate any future maintenance required by the Association: _____

Date _____

Signature of Petitioner

.....
Board of Directors Action: _____ Approved _____ Denied

Date _____

Authorized Signature

Comments:

Latest completion date after which any approval is automatically revoked and new variance request is necessary: _____

Date on which acted-on variance request was mailed/returned to petitioner: _____

Stony Point Homeowners Association, Inc. **Clubhouse Reservation Contract**

(3/2015)

Rental of the Stony Point Clubhouse is restricted to Stony Point homeowners and registered tenants and is available for use between the hours of 8:00 am and 10:00 pm on the date reserved. Reservations can be made via the Stony Point Homeowners Association Web site at stonypt.org. **The contract will be mailed to you and must be signed and returned before the reservation is finalized.**

Name of Resident: _____ Address: _____

Nature of Function _____, No of Guests _____ (max is 50 persons upstairs or a total of 75 persons if using a tent or both upper and lower areas are rented), Start Time _____, End Time _____
If a tent to be used (not to exceed 30x60) Please give details: _____

Fees and Deposit Per Day: Checks are payable to Stony Point Homeowners Association or Credit Card processing is handled via the SPHOA Web site at **stonypt.org** which is linked to the PayPal payment system.

Clubhouse rental includes both upstairs and downstairs

Rental Fees (nonrefundable):	\$150
Security / Cleanup Deposit	\$100
Total payment due at reservation	\$250

If a tent is to be used (not to exceed 30x60) \$125 per day additional to above (total of \$375 due at rental)
Tent is to be installed on the day of the event and removed no later than the following day (Including Sundays) .
The use of a tent requires an additional signed contract.

NOTE: security/cleanup deposit is refunded after inspection if all cleanup duties are fulfilled.

Rules and Regulations

Rental of the clubhouse does not include the use of the pool, spa or pool patio facilities.

All guests must be informed about permitted parking areas while attending the rental event.

The above named resident must be in attendance at all times and will be held personally responsible for:

- The behavior of guests (including excessive noise).
- Any damage caused by guests to the clubhouse or pool area.
- Removal of all party materials including plates, cups, balloons, party favors etc. and all beverage containers. and any other party decorations and/or materials.
- Removal of all left over food, beverages and trash from the clubhouse.
- Adherence to the rules and regulations indicated below.

Serving or consumption of alcoholic beverages by minors is strictly prohibited.

Smoking is not permitted inside the Clubhouse or outside in the pool area.

A responsible adult (over 21) must accompany residents and guests under the age of 18 at all times.

Noise should be kept at a level that does not disturb the other residents of Stony Point. Your event should end by 10:00 pm to allow cleanup time. Clubhouse doors are locked and alarmed at 11:00 pm.

Power cords, speaker wires, antenna or video cables connected to the TV, DVD player or VCR should not be disconnected or rewired.

Any food or beverage spills should be cleaned up immediately. Spills on the carpet that need professional cleaning should be reported on the checkout sheet and to the rental chairperson.

Pins, thumbtacks, staples, tape etc. may not be used to attach items to the clubhouse walls, ceilings, trim or doors.

All decorations, banners, signs etc. must be removed from the clubhouse exterior, pool area, parking areas and signposts in the community after your event.

By my signature below I agree to comply with the above stated Clubhouse and Pool Use Rules and Regulations. I agree to indemnify the Stony Point Homeowners Association of any liability in the event a member of my group is injured on the premises. I understand that if the clubhouse does not pass the cleaning / damage inspection after my rental, I will lose a portion or all of my security deposit in the amount specified on the Cleaning and Departure Checklist.

Stony Point Resident Signature

Date

Stony Point Homeowners Association, Inc.
Clubhouse Rental
Cleaning and Departure Checklist
(3/1/2015)

The following checklist is provided to assist you in leaving the facility in the same condition it was prior to your use. The charges indicated are being implemented for each item that must be cleaned after your rental.

Cleaning Checklist:

- _____ Empty all trashcans (including bathrooms). (\$25.00)
- _____ Clean kitchen sink and countertop, sweep and damp mop floor. (\$25.00)
- _____ Clean all tables and chairs used during event and remove all signs and decorations. After event store all 6-foot tables and ½ of the chairs against the East end wall in the upstairs meeting room but do not block wall photos doorways or kitchen pass through. Card tables and the rest of the chairs are to be stored in women's bathroom, vacuum stored in kitchen and coat rack stored in men's bathroom. (\$15.00)
- _____ Clean refrigerator, stove and microwave and remove all food and beverages from kitchen and refrigerator. (\$25.00)
- _____ Clean all carpeted areas of any spilled food or beverage and vacuum thoroughly (report any spills that require professional cleaning to the rental chairperson). (\$50.00)
- _____ Clean and vacuum lower level if used. (\$15.00)

Upon leaving the Clubhouse:

- _____ Place vacuum in kitchen and lock kitchen door, all windows, outside door to rear deck and meeting room doors. (\$10.00)
- _____ Remove all event related garbage / trash from Clubhouse and Pool Area. Garbage may be put in blue trash containers located beside the garage area only if there is room without overflow ó do not leave any garbage bags or other debris on the ground or in the Large Dumpster that is used for landscaping debris only. If the blue clubhouse garbage containers are full or not available, please take all garbage / trash home for disposal. (\$50.00)
- _____ Remove all food, beverages, personal belongings, party favors, etc. from the Clubhouse, and remove all signs and banners from the neighborhood. (\$25.00)
- _____ Turn off all lights, stove, fireplace and TV. (15.00)
- _____ Check that front door is locked (except during "pool open" season) and keys returned to safe/lockbox (\$15.00)
- _____ If a tent or exterior grounds are used, remove all trash and related equipment from area. (\$50.00)
- _____ Return the two "A-frame" "no event parking" signs and all "no parking" cones to the men's bathroom. (\$50.00)

The Clubhouse needs to be inspection ready at the end of the rental day. The area used by you and your guests will be inspected the next morning by a member of the Clubhouse committee.

_____ Cleanup Inspector Signature

_____ Date



Dock Committee Use Only	
Slip #	_____
Sticker #	_____
Rental Fee \$	_____

Homeowner Dock Application

The undersigned, hereinafter referred to as %Applicant+, requests of STONY POINT LANDING HOMEOWNERS ASSOCIATION, INC., (hereinafter %SPHOA+) as owner and operator of the Stony Point Marina, located at Stony Point Landing the Town of Webster, County of Monroe and State of New York, dockage for the vessel identified herein.

Applicant's Name: _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email Address: _____

Boat Manufacturer: _____ Model Type: _____

Vessel Name: _____

State Registration or Document # _____ (ex. NY 1234 BB)

▪ LOA: _____ Beam: _____ Draft: _____ Power Sail Float/Hoist

I certify that the above information is correct and that I have read, understood and agree at all times during the term of the dockage to abide by the terms and conditions contained within this application and the Dockage Rules and Regulations contained in the SPHOA Handbook.

IN WITNESS WHEREOF Applicant has signed this Application the _____ day of _____, 20____.

By: _____
Applicant

P

**STONY POINT HOMEOWNERS ASSOCIATION, INC.
DOCK APPLICATION – TERMS AND CONDITIONS**

Owners and their guests must comply with all laws, ordinances, rules, statutes and regulations established by regulatory bodies having jurisdiction that pertain to all land and water areas and their content and to dockage and operation of their boats. Owners and guests must comply with all posted rules and regulations. The Stony Point Homeowners Association, Inc. (hereinafter “SPHOA”) rules and regulations do not supersede or exempt any such governmental rules but are in addition for the safety and well-being of the property and all participants who access and utilize the Stony Point docks and marina.

1. Applicant is a resident in Stony Point Landing and/or is a member in good standing of SPHOA. Applicant is required to provide the SPHOA with current and accurate information regarding address, telephone number and other information as shown on page one of this dock application.
2. Applicant agrees to keep the vessel insured under a full marine insurance package (hull coverage as well as indemnity and liability). Applicant agrees to release and hold harmless SPHOA from any and all responsibility or liability for injury, death, loss or damage to persons or property in connection with Applicant's use of dock facility and marina. The dockage space is to be used at the sole risk of Applicant.
3. Applicant agrees to indemnify SPHOA, its officers, directors and shareholders, (hereinafter ~~Stony Point~~) and hereby agrees to hold them harmless against any loss, cost, suit or claim of whatever nature arising out of the use of the dockage space or any handling of the boat in connection therewith not covered by said liability policy and/or in excess of the above stated liability insurance, whether or not such loss, cost, suit or claim is based upon the sole negligence of Stony Point or otherwise. Applicant hereby agrees that under no circumstances shall Stony Point be liable for direct, indirect, consequential, special, exemplary or other damages not covered by Stony Point's liability insurance policy and/or in excess of the policy limits, and Applicant shall indemnify and hold Stony Point harmless from and against any loss, cost, expenses, attorney's fees, damages, whether such injury, death, loss or damage results from the acts, omissions, negligence of Stony Point, its agents, employees or otherwise related to the dockage or other use of Stony Point Marina.
4. Dunbar Trail is a private unpaved road and Applicant assumes all risks inherent in using Dunbar Trail. Entrance and exit to the marina are controlled by a security gate that is accessed by a key card that remains the property of SPHOA. A \$30 fee is charged for each replacement card.
5. Swimming in Marina is prohibited. All children under the age of thirteen (13) must be under adult supervision and must wear a US Coast Guard approved life preserver when on the docks.
6. No Boat shall be launched or hauled into the marina by a motor vehicle.
7. Only NEMA rated power cords for marine use are permitted for boat or hoist shore power. Use of common extension cords for shore power is prohibited and will be removed if found.
8. Boats using air conditioning regularly are required to pay a seasonal fee of \$75. Stony Point does not guarantee that electrical or water service will be continuous. Homeowners who dock more than one boat will be subjected to an additional seasonal fee of \$75 if more than one boat requires shore power.
9. Applicant agrees to properly carry out and dispose of all trash and waste. No trash is to be left on the marina premises.

Initial _____

**STONY POINT HOMEOWNERS ASSOCIATION, INC.
DOCK APPLICATION – TERMS AND CONDITIONS (Continued)**

10. No drilling, welding or any other activity permanently changing the dock structure is permitted without the consent of the SPHOA. Applicant will be held liable for all costs associated with repair of such damage.
11. Applicant will not create any unnecessary disturbance or nuisance including excessive noise or movement on or near the docks. Quiet time will be observed between 10:00 PM and 7:00 AM during which time noise will be kept at a level so as to not interfere with the rights, comforts and convenience of others. Persons under 18 are not permitted on Dunbar Trail or in the marina area during quiet time unless accompanied by the Applicant. All lines and hoses must be stored neatly on the dock and out of the path of fellow boaters or they may be removed.
12. Pets are the responsibility of the Applicant. All pets must be leashed and confined to the vessel at all times. No guest pets are permitted. Animal waste is prohibited from the water and grounds of Stony Point Marina.
13. Applicant may perform repairs and maintenance on his/her vessel in the marina as long as such work does not interfere with the rights or enjoyment of other dock users.
14. An assigned dock space is to be used only by the applicant for the boat listed on page one of this application. Applicant cannot assign his/her interest in the slip space to another person or entity. No switching of dock space will be permitted without prior authorization.
15. Applicant agrees to properly secure the boat at all times. It is expected that Applicant will keep the boat safe and make arrangements for a sheltered anchorage of their boat in the event of a storm. Applicant shall be responsible for damages to dock structures, and infrastructures caused by Applicant, by his or her guests, and/or by the vessel itself.
16. Applicant agrees to comply with all rules and regulations issued by or on behalf of SPHOA as though fully set forth herein, and Applicant agrees that if he or she should breach this Agreement or violate the rules and regulations, this Agreement shall terminate immediately and SPHOA may remove the boat from the slip or dry dock space at Applicant's risk and expense and retake possession of the dockage space.
17. Waiver of any conditions by SPHOA shall not be deemed to be a continuing waiver.
18. This agreement shall be in effect, unless terminated in accordance with the following conditions:
 - i. Destruction of the dockage facilities;
 - ii. Applicant sells the boat;
 - iii. Breach of dock rules or failure to abide by terms of Dock Agreement;
 - iv. Applicant or the property owner of a renter ceases to be a member in good standing of Stony Point Landing Homeowners Association or the tenant of a member in good standing of Stony Point Landing Homeowners Association.
19. Applicant shall be responsible for and shall pay all reasonable attorneys' fees, together with any costs or charges incurred by SPHOA in the enforcement of any provisions of this Agreement.

Initial _____

Dock Committee Use Only
Slip # _____
Sticker # _____
Rental Fee \$ _____



**Stony Point
Landing**

Homeowners
Association

Non-Resident Dock Rental Application

Applicant's Name: _____

Vessel's Owner if not Applicant: _____

Address: _____

City, State, Zip: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Email Address: _____

Stony Point Sponsor: _____ Phone: _____

Boat Manufacturer: _____ Model Type: _____

Vessel Name: _____

State Registration or Document #: _____ (ex. NY 1234 BB)

LOA: _____ Beam: _____ Draft: _____ Power Sail Float/Hoist

I certify that the above information is correct and that I have read, understood and agree (by initialing each page) to abide by the terms and conditions on the back side of this dock application at all times during the term of the dockage.

IN WITNESS WHEREOF Applicant has signed this Application the _____ day of _____, 20____.

By: _____
Applicant

**STONY POINT HOMEOWNERS ASSOCIATION
NON-RESIDENT DOCK RENTAL APPLICATION – TERMS AND CONDITIONS**

Boat owners and their guests must comply with all laws, ordinances, rules, statutes and regulations established by regulatory bodies having jurisdiction that pertain to all land and water areas and their content and to dockage and operation of their boats. Owners and guests must comply with all posted rules and regulations. The Stony Point Homeowners Association, Inc. (hereinafter “SPHOA”) rules and regulations do not supersede or exempt any such governmental rules but are in addition for the safety and well-being of the property and all participants who access and utilize the Stony Point docks and marina.

1. Applicant is required to provide the Association with current and accurate information regarding address, telephone number and other information as shown on page one of this dock application.
2. Applicant agrees to keep the vessel insured under a full marine insurance package (hull coverage as well as indemnity and liability). Liability insurance coverage will not be less than \$300,000.00. Applicant agrees to release and hold harmless Stony Point Landing Homeowners Association from any and all responsibility or liability for injury, death, loss or damage to persons or property in connection with Applicant's use of dock facility and marina. The dockage space is to be used at the sole risk of Applicant.
3. Applicant agrees to indemnify Stony Point, its officers, directors and shareholders and hereby agrees to hold them harmless against any loss, cost, suit or claim of whatever nature arising out of the use of the dockage space or any handling of the boat in connection therewith not covered by said liability policy and/or in excess of the above stated liability insurance, whether or not such loss, cost, suit or claim is based upon the sole negligence of Stony Point or otherwise. Applicant hereby agrees that under no circumstances shall Stony Point be liable for direct, indirect, consequential, special, exemplary or other damages not covered by Stony Point's liability insurance policy and/or in excess of the policy limits, and Applicant shall indemnify and hold Stony Point harmless from and against any loss, cost, expenses, attorney's fees, damages, whether such injury, death, loss or damage results from the acts, omissions, negligence of Stony Point, its agents, employees or otherwise related to the dockage or other use of Stony Point Marina.
4. Dunbar Trail is a private unpaved road and Applicant assumes all risks inherent in using Dunbar Trail. Entrance and exit to the marina are controlled by a security gate that is accessed by a key card that remains the property of SPHOA. Access card must be returned if you are no longer an authorized renter. A \$30 fee is charged for replacement cards.
5. SPHOA reserves the right to limit and govern parking spaces in the marina area. Parking shall be limited to one vehicle. **No guest parking.** Parking is restricted to the upper section of the marina parking lot. The lower section is exclusively for Stony Point residents and their guests.
6. Swimming in Marina is prohibited. All children under the age of thirteen (13) must be under adult supervision and must wear a US Coast Guard approved life preserver when on the docks.
7. Charcoal fires are not permitted on the boats, docks or in the marina area.
8. Only NEMA rated power cords for marine use are permitted for boat or hoist shore power. Use of common extension cords for shore power is prohibited and will be removed if found.
9. Boats using air conditioning regularly are required to pay an additional seasonal fee of \$75. Stony Point does not guarantee that electrical or water service will be continuous.
10. Applicant agrees that no one will be permitted to live aboard the boat at the marina.
11. Applicant agrees to properly dispose of all trash and waste. No trash is to be left on the marina premises. Applicant will not permit or cause the discharge of marine toilets, effluent, oil, spirits and flammable liquid or oily bilges into the marina.
12. No drilling, welding or any other activity permanently changing the dock structure is permitted without the consent of the marina. Applicant will be held liable for all costs associated with repair of any damage caused by Applicant. All cleaning products used must be environmentally friendly, phosphate free and be biodegradable and non-toxic.

Initial _____

**STONY POINT HOMEOWNERS ASSOCIATION
NON-RESIDENT DOCK RENTAL APPLICATION – TERMS AND CONDITIONS
(Continued)**

13. Applicant will not create any unnecessary disturbance or nuisance including excessive noise or movement on or near the docks. Quiet time will be observed between 10:00 PM and 7:00 AM during which time noise will be kept at a level so as to not interfere with the rights, comforts and convenience of others. Persons under 18 are not permitted on Dunbar Trail or in the marina area during quiet time unless accompanied by the applicant. All lines and hoses must be stored neatly on the dock and out of the path of fellow boaters or they may be removed.
14. Pets are the responsibility of the Applicant. All pets must be leashed and confined to the vessel at all times. No guest pets are permitted. Animal waste is prohibited from the water and grounds of Stony Point Marina.
15. Applicant may perform repairs and maintenance on his/her vessel in the marina as long as such work does not interfere with the rights or enjoyment of other dock users.
16. Applicant agrees that the dock fee paid will provide access to only one slip at the Stony Point Marina for the boating season starting April 15 and ending October 15.
17. Applicant agrees that the dock fee paid does not include access to, or use of, other Stony Point property and amenities including but not limited to pool, clubhouse, and tennis courts.
18. An assigned dock space is to be used only by the applicant for the boat listed on page one of this application. Applicant cannot assign his/her interest in the slip space to another person or entity.
19. Applicant agrees to properly secure the boat at all times. It is expected that Applicant will keep the boat safe and make arrangements for a sheltered anchorage of their boat in the event of a storm. Applicant shall be responsible for damages to dock structures, and infrastructures caused by Applicant, by his or her guests, and/or by the vessel itself.
20. Applicant agrees to comply with all rules and regulations issued by or on behalf of Stony Point as though fully set forth herein, and Applicant agrees that if he or she should breach this Agreement or violate the rules and regulations, this Agreement shall terminate immediately and Stony Point may remove the boat from the slip or dry dock space at Applicant's risk and expense and retake possession of the dockage space. Applicant agrees any violation of this agreement or the Stony Point Dock Rules and Regulations will be cause for cancellation of dock privileges without refund of dock fees.
21. Waiver of any conditions by Stony Point shall not be deemed to be a continuing waiver.
22. This agreement shall be in effect, unless terminated in accordance with the following conditions:
 - a. Destruction of the dockage facilities;
 - b. Applicant sells the boat;
 - c. Breach of dock rules or failure to abide by terms of Dock Agreement;
 - d. Applicant fails to pay dock fees.
23. Applicant shall be responsible for and shall pay all reasonable attorney's fees, together with any costs or charges incurred by Stony Point in the enforcement of any provisions of this Agreement.

Rental Rates 2013 Boating Season:

16 - 21 ft. \$ 1,350	22 - 26 ft. \$ 1,650
27 - 31 ft. \$ 1,975	32 - 36 ft. \$ 2,300
37 - 40 ft. \$ 2,600	>40 ft. TBD

Initial _____

Stony Point Homeowners Association, Inc.
GUEST DAY DOCKING APPLICATION

Approved by SPHOA Board of Directors, August 2004

Arrival Date _____ Planned Departure Date _____

SP Homeowner's Name _____

Sponsor's Address _____

Sponsor's Phone _____

Guest's Name _____

Name of Boat _____

Registration No. _____

Stony Point welcomes your guest. There is no charge to your guest, although you, the sponsor, may have been asked to make a contribution to the association. Please note that by accepting a slip, your guest agrees that the dock is being used at his or her own risk, and we request that air conditioners not be run by guests. Sponsor accepts complete responsibility for any damage caused by the guest or the guest's boat to the docks or other SPHOA property. Guests must reside on the boat or at the Sponsor's SP home while docked in the marina.

To protect the boat or SPHOA property, SPHOA shall have the right to move, or have moved, the boat to another slip within the SPHOA marina or to a commercial marina at any time without notice. You the sponsor agree to reimburse SPHOA for any expenses incurred by the Association to protect the boat and/or to protect SPHOA property from potential damage from the boat. Your guest agrees to maintain at least \$300,000 liability insurance coverage in full effect during such use of the dock.

Signatures:

Guest _____

Sponsor _____

----- cut and post bottom in windshield -----

GUEST DOCKING PERMIT from _____ to _____

Boat Name _____ Reg. # _____

Sponsor _____ Sponsor's Phone _____

Authorized by: Member of SPHOA Board: _____

Member of Dock Committee: _____

Stony Point Homeowners Association, Inc.

Winter Dock Use Agreement

Approved by the SPHOA Board of Directors, August, 2004

Applicant's Name: _____ Date: _____
Street: _____ E-mail: _____
City & State: _____ Zip: _____
Home Phone: _____ Work: _____ Cell: _____

I/We Intend to wet store my/our boat, Hull No. _____ ,

And/or our PWC ramp in the SPHOA Marina at slip number _____,

During the period November 1, 20__ to March 1, 20__, although the marina is generally considered to be closed during that period.

I/we understand that SPHOA does not guarantee that ice abatement procedures will be used, or maintained if used, and I/we accept complete responsibility for the safety of boat and/or ramp by any and every cause. I/we also accept complete responsibility for any damage caused by the boat and/or ramp to the docks or other SPHOA property.

To protect the boat or SPHOA property, SPHOA shall have the right to move, or have moved, the boat and/or ramp to another slip within the SPHOA marina or to a commercial marina at any time without notice. I/we agree to reimburse SPHOA for any expenses incurred by the Association to protect the boat and/or ramp, and/or to protect SPHOA property from potential damage from the boat and/or ramp.

I/we agree to maintain all liability insurance coverage in full effect during such use of the marina docks.

Dated: _____

Owner: _____

Owner: _____

Witness: _____

Stony Point Homeowners Association, Inc.

SMALL BOAT SEASONAL STORAGE APPLICATION

Note: a completed form is required for each boat.

The undersigned, hereinafter referred to as "Applicant", requests of STONY POINT LANDING HOMEOWNERS ASSOCIATION, INC., (hereinafter "Stony Point") as owner and operator of the Stony Point Marina, located at Stony Point Landing in the Town of Webster, County of Monroe and State of New York, rack storage space for the small boat identified herein.

Applicant's Name: _____ Year: _____
Street: _____ E-mail: _____
City & State: _____ Zip: _____
Home Phone: _____ Work: _____ Cell: _____
Boat Manufacturer: _____ Boat Type: _____
Boat Length: _____ Boat Color: _____
Please check frequency of use: _____ weekly _____ occasionally

Special Needs/Circumstances: _____

=====
Rack Space Assigned: _____ Tag #: _____

Rack Storage by Applicant at Stony Point is subject to the following terms and conditions which Applicant acknowledges and agrees to abide by at all times during the term of the dockage.

1. Applicant acknowledges that he or she is a resident of Stony Point Landing Subdivision and is a member in good standing of Stony Point Landing Homeowners Association.
2. Applicant agrees to carry his or her own liability insurance. The rack storage space is to be used at the sole risk of Applicant. Stony Point shall not be liable for the care or protection of the boat (including equipment or contents), or for any loss or damage of whatever kind or nature to the boat, or contents, gear or equipment.
3. Applicant agrees to indemnify Stony Point, its officers, directors and shareholders and hereby agrees to hold them harmless against any loss, cost, suit or claim of whatever nature arising out of the use of the rack storage space or any handling of the boat in connection there with, whether or not such loss, cost, suit or claim is based upon the sole negligence of Stony Point or otherwise. Applicant hereby agrees that under no circumstances shall Stony Point be liable for direct, indirect, consequential, special, exemplary or other damages, and Applicant shall indemnify and hold Stony Point harmless from and against any and all loss, cost, expenses, attorney's fees, damages whether such injury, death, loss or damage results from the acts, omissions or negligence of Stony Point, its agents, employees or otherwise related to the storage racks or other use of Stony Point Marina.

Stony Point Homeowners Association, Inc.
SMALL BOAT SEASONAL STORAGE APPLICATION (cont.)

4. Storage space that is assigned and reserved for the above identified boat, with no right to Applicant to assign his/her interest in the rack space to another person or entity.

5. Applicant agrees to properly secure boat at all times. Boats must be removed from the rack at the end of the boating season (November 1st), unless the dock committee grants permission otherwise. Stony Point reserves the right to cut locks, chains, cables, etc. in order to remove any boat or related equipment left on the racks after November 1 without permission.

6. Applicant agrees to comply with all rules and regulations issued by or on behalf of Stony Point as though fully set forth herein, and Applicant agrees that if he or she should breach this Agreement or Violate the rules and regulations, this Agreement shall terminate immediately and Stony Point may remove the boat from the rack space at Applicant's risk.

7. Waiver of any conditions by Stony Point shall not be deemed to be a continuing waiver.

8. This agreement shall be in effect, unless terminated in accordance with the following conditions:
 - a. Destruction of the rack storage facilities;
 - b. Applicant sells the boat;
 - c. Breach of rules or of any term or condition herein by Applicant;
 - d. Applicant or the property owner of a renter ceases to be a member in good standing of Stony Point Landing Homeowners Association or the tenant of a member in good standing of Stony Point Landing Homeowners Association.

9. Owner shall be responsible for and shall pay all reasonable attorney's fees, together with any costs of charges incurred by Stony Point in the enforcement of any provisions to this Agreement.

IN WITNESS WHEREOF Applicant has signed this Application the _____ day of _____
20----

By: _____
Applicant Signature

Rev: 8/2009

		STONY POINT HOME OWNERS ASSOCIATION				
		Association/Homeowner Responsibilities				
		August 2015 rev2				
			ASSOCIATION	HOMEOWNER	OTHER	
		MAINTENANCE ITEM	REPAIR /REPLACE/ PAINT /MAINTAIN/ SEAL	REPAIR /REPLACE /PAINT/ MAINTAIN/ SEAL	REPAIR /REPLACE /PAINT/ MAINTAIN/ SEAL	
	1	AIR CONDITIONING CONDENSING UNIT & PAD		1,2,3,4		
	2	BASEMENT CONCRETE FLOOR		1,2,3,4		
	3	BASEMENT FOUNDATION , MAJOR SINKING		1,2,3,4		
	4	BASEMENT FOUNDATION WALLS, CRACKS, ETC		1,2,3,4		
	5	BRICKWORK ON SIDING OF UNIT	1,2	3,4		
	6	CHIMNEY CLEANING		1,2,3,4		
	7	CHIMNEY, EXTERIOR ONLY	1,2	3,4		
	8	CLUBHOUSE INTERIOR & EXTERIOR	X			
	9	DECKS: FLOORS, HORIZONTALS & ALL PERGOLA/STRUCTURAL ADDITIONS		1,2,3,4	TOWN HOMES WITH DECKS OVER GARAGES - CONTACT PROPERTY MANAGER FOR DETAILS	
	10	DECKS, UPRIGHTS/VERTICLES STAIN TO MATCH BUILDING	1	2,3,4	ALL VERTICLES MUST MATCH EITHER THE TRIM OR PRIMARY BUILDING STAIN	
	11	DOCKS, ALL AREAS OF MARINA	X			
	12	DOOR LOCKS - EXTERIOR ENTRY ONLY		1,2,3,4		
	13	DOORS, ENTRY INTERIOR FROM GARAGE TO UNIT		1,2,3,4		
	14	DOORS, FRONT EXTERIOR FACING	1,2	3,4	paint only	
	15	DOORS, FRONT FRAME INSIDE		1,2,3,4		
	16	DOORS, FRONT GLASS		1,2,3,4		
	17	DOORS, GARAGE ENTRY EXTERIOR ONLY	1,2	3,4	paint only	
	18	DOORS GARAGE OVERHEAD PAINT OF EXTERIOR	1,2	3,4	paint only	

19	DOORS, GARAGE OVERHEAD REPAIRS AND MAINTENANCE		1,2,3,4		
20	DOORS, GARAGE REPLACEMENT	1,2	3,4		
21	DOORS GARAGE OVERHEAD AUTOMATIC OPENER		1,2,3,4		
22	DOORS, REAR WALKOUT BASEMENT	1,2	3,4	paint only	
23	DOORS, REAR WALKOUT BASEMENT, GLASS		1,2,3,4		
24	DOORS, REAR WALKOUT BASEMENT, INSIDE FRAME		1,2,3,4		
25	DRIVEWAYS AND PRIVATE ROADWAYS	1,2,3	4		
26	ELECTRICAL GENERATORS (ALL)		1,2,3,4		
27	ELECTRICAL LINE FROM UNIT TO POST LIGHT	1,2,3,	4		
28	EXTERIOR SIDING AND TRIM MAINTENANCE & REPAIR	1,2	3,4		
29	FENCES ON COMMON GROUND	X		SEE NOTE BELOW	
30	FENCES PRIVACY	X	1,2,3,4	SEE NOTE BELOW	
31	GARAGE FLOOR		1,2,3,4		
32	GAS & ELECTRICAL LINES TO UNIT METER (UNDERGROUND)			RG&E	
33	GUTTERS & DOWNSPOUTS	1,2	3,4		
34	HOSE-BIBS		1,2,3,4		
35	HOSE-BIBS, COMMON ELEMENT, DOCKS, CLUBHOUSE	X			
36	INSURANCE - BUILDING FRAME & EXTERIOR	1,2,3	4	SEE HOA POLICY FOR DETAILS	
37	INSURANCE - INTERIOR OF BUILDING & CONTENT-H06		1,2,3,4	SEE HOA POLICY FOR DETAILS	
38	LANDSCAPE COMMON GROUND AND FRONT, SIDE & REAR OF UNIT	1,2,3	4		
39	LAWN WATERING AND MAINTENANCE	1,2,3	4		
40	LAWNS, AND ALL OTHER VEGETATION	1,2,3	4		
41	LAWNS, COMMON GROUND, ALL	X			
42	LIGHT BULBS - EXTERIOR EXCEPT POST LIGHTS		1,2,3,4		
43	LIGHT BULBS AND LIGHT POST POLES & FIXTURES ON LIGHT POST POLES	1,2,3	4		

44	LIGHT FIXTURES, ON COMMON GROUND, POLES AND FRONT OF TOWN HOME GARAGES AND SIDE DOOR TO GARAGE	1,2	3,4	NOTE: PATIO HOME ON FULL MAINTENANCE CONTRACT PROPOERTY MANAGEMENT FOR DETAILS	
45	MAIL BOXES - CLUSTER UNITS ONLY	X		SPHOA	
46	MAIL BOX LOCKS AND KEYS -CLUSTER UNITS ONLY		1,2,3,4		
47	MAIL BOXES ON ADMIRALTY		2,3,4		
48	NUMBERS, ADDRESS	1,2,3	4		
49	PAINTING AND STAINING OF EXTERIOR OF UNIT	1,2	3,4	SEE HANDBOOK FOR SCHEDULE	
50	PATIOS, BOTH ON GROUND AND ABOVE GROUND		1,2,3,4		
51	PHONE LINES TO JUNCTION BOX (UNDERGROUND)			UTILITY CO.	
52	PLANTINGS, DECK/PATIO		1,2,3,4		
53	POOL, POOL DECK, POOL FENCE, POOL FURNITURE	X			
54	POWER LINES, TO UNIT METER (UNDERGROUND)			RG&E	
55	ROADWAY ADMIRALTY WAY - MAIN ROAD			TOWN OF WEBSTER	
56	ROADWAYS INCLUDES ONLY PRIVATE ROADS	X			
57	ROADWAYS, DUNBAR TRAIL	X			
58	ROOFING MATERIALS & VENTS	1,2	3,4		
59	SATELITE DISH (ALL)		1,2,3,4		
60	SEWER AND STORM EXTERIOR LINES TO MAINS	1,2,3	4		
61	SEWER PIPE VENTS ON ROOFS	1,2	3,4		
62	SIDEWALKS INCLUDES MAINTENANCE & SHOW REMOVAL	1,2,3	4		
63	SLIDING DOOR, REAR PATIO, GLASS, FRAME		1,2,3,4		
64	STOOPS, CONCRETE	1,2	3,4		
65	STORM DOORS, WINDOWS, SCREENS		1,2,3,4		
66	TENNIS COURTS	X			
67	TRASH & RECYCLE REMOVAL (ALL)	X		does not include special item pickup	
68	TV CABLE LINES TO BASEMENT (UNDERGROUND)			UTILITY CO.	

	69	WATER MAINS TO UNITS	1,2,3	4		
	70	WINDOW ALL UNIT & GARAGE, GLASS, FRAME		1,2,3,4		
	71	WINDOW WELL COVERS		1,2,3,4		
	72	WINDOW WELL, BASEMENT	1,2	3,4		
	73	WINDOW, BASEMENT, FRAMES		1,2,3,4		
	74	WOOD TRIM & CAULKING EXTERIOR	1,2	3,4		
		Definitions:				
		1 = TOWN HOMES (ALL)				
		2 = PATIO HOMES WITH FULL MAINTENANCE CONTRACT				
		3 = PATIO HOMES WITH PARTIAL MAINTENANCE CONTRACTS				
		4 = DETACHED HOMES				
		X = ASSOCIATION HAS FULL RESPONSIBILITY				
		REFERENCE SPHOA HANDBOOK FOR DETAILS Note: HOA MAINTAINS ORIGINAL EXTERIOR BUILDING CONSTRUCTION EXCLUDING DECKS AND HOMEOWNER MAINTAINS ANY ADDITIONAL CONSTRUCTION INSTALLED BY VARIANCE UNLESS OTHERWISE STATED IN WRITTEN AGREEMENT				

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