

Long Pond  
Homeowner's  
Association

Rules and  
Regulations

Effective 10/1/2021

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# LONG POND HOMEOWNERS' ASSOCIATION, INC.

**September 22, 2021**

**RE: New Long Pond HOA Rules, Regulations, and Responsibilities October 1<sup>st</sup>, 2021**

Dear Long Pond Homeowner,

The Board of Directors spent the past few meetings this year reviewing, editing, and updating the Rules, Regulations, and Responsibilities. The Board voted unanimously to adopt the revised Rules and Regulations.

Enclosed please find your new copy of the Rules and Regulations. It is dated 10/01/2021 and completely replaces any previous copy of the Rules that you may have. As of 10/01/2021, this new Rule book will be in force for all Long Pond homeowners. They take effect on **October 1<sup>st</sup>, 2021**.

Please review your new copy of the Rules and Regulations carefully. This is an important document that describes your obligations and details the daily rights and responsibilities we all have as Long Pond residents and homeowners.

We thank you for your continued adherence to the rules and policies described in this new document. When you are moving away from Long Pond and selling your house, you must turn over your copy of the Rules and Regulations along with the Offering Plan to the new owner (Buyer) on or before the date of closing on the sale of your property.

If you have any questions about these new rules, please ask any Board member or Crofton Perdue Associates.

Board of Directors

LONG POND HOMEOWNERS' ASSOCIATION, INC.



LONG POND HOMEOWNERS  
ASSOCIATION, INC.

Rules, Regulations, and Responsibilities Revised

10/1/2021

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

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

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*Revised 10/01/2021*

## GENERAL INFORMATION

### EMERGENCY PHONE NUMBERS

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

### OTHER PHONE NUMBERS

Property Manager  
*Crofton Perdue Associates, Inc.—585-248-3840*

Refuse Collection  
*Suburban Disposal—585-352-3900*

Animal Control—585-581-4025

Master Insurance Policy Carrier  
*USI Insurance Services— 585-546-3747*

*To request maintenance, pay assessments, or to answer your questions, please contact the Long Pond Managing Agent's Office:*

***Crofton Perdue Associates, Inc.  
111 Marsh Road, Suite 1  
Pittsford, New York 14534  
585-248-3840***

## MAINTENANCE RESPONSIBILITIES

**ASSOCIATION shall** provide exterior maintenance as follows:

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

**HOMEOWNER shall** be responsible for the following items:

1. All maintenance of the unit (including decks) structure **within** the outer surface of the unit is the full and individual responsibility of the homeowner.
2. Outside items under the responsibility of the homeowner must be done in a manner consistent with the design, construction, materials and appearance of the original equipment unless specifically approved, in writing (variance), by the Board of Directors. The workmanship is subject to inspection and approval of the Association.
3. The following items are the homeowner's responsibility (variance may be required):
  - *Hose bibs*
  - *Garage door interior, all garage door hardware, and garage door opener; **Bottom gasket replacement ► can be covered by the HOA when approved by Property Manager.***
  - *Exterior light fixtures (front & rear) & bulbs. Finish must be bronze, black, or brown*
  - *Sliding door & glass, all windows and glass*

- *Doorbell button, Ring Doorbell, or exterior security system*
  - *Storm doors, storm windows and screens*
  - *Air conditioner condensing unit & pad*
  - *Deck repair/maintenance & staining (per the Association policy, Homeowner must follow the colors to match the house)*
  - *Landscaping installed by the homeowner*
  - *Cleaning of the fireplace and furnace chimneys*
4. Removal of snow from individual walks and entry stoops. Salting individual entry stoops, walkways and driveways.
  5. Any damage to the exterior or common area caused by the homeowner or his guest is the homeowner's responsibility.

### **SERVICE REQUESTS / ASSOCIATION PROCEDURES**

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

### **COMPLAINT PROCEDURE / PENALTIES (refer to Fining Procedures for additional guidance)**

1. The Manager is charged with overseeing compliance with the rules and regulations and is directed to advise the homeowner, by letter, detailing specific noncompliance items and requesting appropriate corrective action. In the event of continued noncompliance, the Manager is authorized to take such steps as may be necessary to obtain compliance. Continued non-compliance will be brought to the attention of the Board of Directors for appropriate action.
2. Refer to fining procedures on page 15 for additional guidance.



## **SALE OF UNITS**

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

## **SALES EVENTS**

1. Garage sales, Basement sales, Deck sales, Lawn sales or Estate sales are not permitted.
2. Selling of an item or items, placed or parked within Long Pond Homeowners Association, is not permitted.
3. A fine of \$500 per day will be assessed to any Homeowner conducting any type of household sale. If not paid, the amount of the fine will be filed as a lien against the owner's property.

## PLANTINGS & GARDENING

1. Homeowners may participate in certain landscape enhancements at their own expense.
2. Landscape enhancements must have a variance request submitted and approved by the Board of Directors.

The Long Pond Homeowners Association (HOA) is responsible for all trees in the complex. This includes all maintenance, planting, and removal at the Board of Director's discretion. In addition, any homeowner requesting to plant a tree(s) must complete and submit a Variance Request from to the HOA Board of Directors for review/approval.

3. Flowers may be added to the foundation bed areas only of the townhouse lot. Annuals or perennials may not exceed a *36"* fully-grown height. Growing of vegetables is not permitted in these beds. They may be grown in pots on the designated deck area.
4. No artificial flowers are permitted.
5. Homeowners are responsible for weeding, cultivating, and maintaining their additional plantings. Dead growth should be removed to preserve a well-kept appearance.
6. Lawn and foundation bed decorations are not permitted without an approved variance.

## COMMON AREAS & YARDS

1. Each owner shall maintain, clean, and keep free from unsightly objects, the entry or entries to the homeowner's unit, the deck, and the front and rear yards of their townhouse and lot. All lawn furniture, toys, and/or bicycles should be removed from the grounds when not in use.
2. Deck areas should be utilized for outdoor activities, such as picnicking, barbecuing and sunbathing. *There shall be no organized sports activities on the properties.*

## NOISE POLLUTION

There should be no loud or unusual noise from any radio, stereo, television, tape recorder, muffler, or any sound-producing device that will disturb the comfort of others between the hours of 11:00 p.m. and 8:00 a.m.

## TRASH STORAGE & COLLECTION (amended 1<sup>1/2</sup>/19)

1. Space for your trash container is provided in your garage. Metal or polyethylene waste containers with covers that close securely are recommended. Plastic liners may be used in your containers to facilitate removal.
2. Your refuse service for trash and recyclable materials is Suburban Disposal, 585-352-3900. The collection day is Friday. Please refer to the schedule on Crofton's website for holiday changes to this date.
3. Trash containers should be placed in front of the garage ***no earlier than 4:00 p.m. the night before pick-up.***
4. Recyclable bins should be placed at the road ***no earlier than 4:00 p.m. the night before pick-up.***

## HOLIDAY DECORATIONS

1. Temporary decorations, for any holiday season, can be displayed no earlier than ***six (6) weeks*** before and two (2) weeks after any holiday. Decorations should be confined to the front door, the area adjacent to the front door, either side of the garage door, and gutter area.
2. Holiday lights on trees and shrubs are permitted.
3. All holiday decorations must be attached with gutter clips, magnetic tape, or small finishing nails. Homeowners are responsible for any damage as a result of decoration installation or removal.
4. Holiday decorations are not permitted on the lawn.

5. The Board of Directors remains empowered to remove or have removed any decorations that it deems inappropriate.

## **GENERAL DECORATIONS**

1. Planters may be placed on the individual homeowner's entry stoop, entry walkway, deck area, or areas adjacent to the garage door only.
2. The American Flag is the only flag permitted to be displayed. It is to be mounted by a bracket on the garage only.
3. Exterior clotheslines or poles are not permitted.
4. *Foundation bed area* decorations are not permitted without an approved variance.
5. All modifications not covered in general or holiday decorating rules must have an approved variance request form before installation.

## **DRIVING REGULATIONS**

1. The maximum speed limit for all vehicles within the Long Pond Homeowners Association is fifteen (15) MPH. Please use extreme caution and observe the speed limit.
2. The use of recreational vehicles such as snowmobiles and all-terrain vehicles is not permitted within Long Pond.

## **VEHICLES / PARKING**

1. Residents are asked to park their vehicles in their garages. Any vehicle too large to be garaged may not be parked on the premises (refer to number 5 in this section). During the winter, the driveways should be free of cars for plowing.
2. Parking lots are available for interim parking only. *Usually, these are reserved for visitors when there is not enough room in the resident's driveway to park.*
3. Parking is not allowed on any lawn area of Long Pond. Costs for any lawn damage costs resulting from failure to comply with this rule will be assessed to the individual homeowner.
4. There is no parking on the private roads of Brisbane Lane, Kettering Drive, Ellington Circle, Shanbrook Drive, and Whittlebury Drive.

5. The following vehicles are not permitted to be parked or stored within Long Pond Homeowners Association:
  - a) Buses, trucks or truck-types, commercial or commercial-types, boats, dune buggies, dirt bikes, go-carts, snowmobiles or similar recreational vehicles.
  - b) Abandoned or unregistered vehicles.
6. Recreational vehicles such as motor homes, campers and trailers are allowed to load and unload for periods up to four (4) hours not more than once in any twenty-four (24) -hour period.
7. *Commercial vehicles temporarily on the premises for the purpose of making deliveries or providing services to the dwelling units or in connection with the maintenance of the common facilities are permitted.* Homeowners are required to allow those vehicles to either park in their driveway or they would need to utilize the visitor parking.

**NOTE:** Repairing of any vehicle is not permitted anywhere on Association property. Any damages caused by a resident or guest vehicles are subject to assessment billed to the individual homeowner.

## **PETS**

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

1. No breeding of pets is permitted.
2. No more than one pet may be kept in any one townhouse.
3. Pets must always be restrained when outside a townhome on the properties by the use of a **handheld leash. Failure to do so, please refer to Fining Procedures and Schedule on page 15.**
4. It is the responsibility of the pet owner to immediately remove pet waste and properly dispose of it while walking his or her pet. *Any costs resulting from failure to comply with this rule will be assessed to the individual homeowner.*

5. No dog, cat, or other animals may be kept or left unattended on the grounds. Staking out or fencing in of any pet is prohibited. Outdoor feeding or sheltering of any pet is prohibited.
6. If any of the preceding rules are not adhered to upon written notice to a homeowner, the Board of Directors has the authority to remove any pet or pet apparatus in violation of the rules.
7. All violators are subject to the Town of Greece laws.

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

## **ASSESSMENTS**

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

1. All monthly assessments are due the first day of each calendar month, made payable to Long Pond Homeowners Association.
2. Payments received at the Management Office after the fifteenth (15th) of any month a \$35.00 late fee will be assessed.
3. Any homeowner delinquent two months will receive a ten (10)-day notice to lien. If payment or contact is not made with the Management Company within the **ten (10)** days, a lien against the property will be filed with the County of Monroe. The Board of Directors will monitor the status of these accounts for further action.
4. In the event a lien is placed on a dwelling or collection action taken, legal costs incurred will be the responsibility of the individual homeowner.
5. Special assessments may sometimes be required due to unexpected or unordinary circumstances.

## **PROPERTY MODIFICATIONS**

### **INTERIOR**

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

## **EXTERIOR**

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

The following stipulations and guidelines apply to all requests:

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

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

## **INSURANCE CLAIM PROCEDURE**

If a unit sustains damage as a result of a covered peril, the homeowner should call the Property Manager as soon as possible but within twenty-four 2(4) hours. The Manager will take a report and/or inspect the reported damage. if deemed necessary, a claim will be submitted to the insurance carrier on your behalf.

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

## **FINING PROCEDURE & SCHEDULE**

Any homeowner may register a complaint in writing or by calling the managing agent. The Board of Directors' policy for dealing with infractions of our rules incorporates two principles:

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

The Board of Directors has adopted the following schedule of fines to enforce compliance with the rules and regulations established for the Long Pond Community.

1. Homeowners will be notified in writing when they are not in compliance with any given rule or regulation, This notification will include a specific description of the infraction and will be considered a thirty (30)-day notice to the homeowner to rectify the non-compliance.
2. The homeowner will have thirty (30) days to resolve the problem described in the written notice.
3. The homeowner will have the right to request a meeting with the Board of Directors to discuss the infraction and possible solutions. This meeting must be requested within the thirty (30) daytime period.
4. If the homeowner is still in non-compliance at the end of the 30 days, the following schedule of fines will be enacted:

\$25,00 after 30 days of original notice  
\$50.00 additional after 60 days  
\$75.00 additional after 90 days  
\$100.00 additional after 120 days  
\$150.00 additional after 150 days  
\$200.00 additional after 180 days

After 180 days, the fine will be \$200.00 per month until compliance is rendered.

5. The Board reserves the right and has the option to levy stiffer penalties where hazards or public safety issues are present. Under such circumstances, you will be notified by letter, fines assessed will be immediate, irreversible, and may be assessed daily.



6. Subsequent offenses for the same violation within a 1-year time frame from the last violation will be treated as a continuation of the original violation.

## VARIANCES

An approved variance is required for *any* work that is done to or affecting the exterior of the townhouse or common area. The management company (Crofton Perdue Associates, Inc.) will provide an owner with an application upon request, or it may be downloaded and printed from the website ([www.croftoninc.com](http://www.croftoninc.com)).

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

**NOTE: NO WORK IS PERMITTED WITHOUT AN APPROVED VARIANCE ALL FINES ARE SUBJECT TO LATE FEES**

## RENTAL POLICY

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

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

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

# Long Pond Homeowners Association Variance Request

Any changes or modifications to the exterior of the buildings (e.g., windows, doors, paint, decks, etc.). grounds (e.g., shrubs, trees, new or existing beds), or common elements (e.g., mailboxes, retaining walls, walks, asphalt, satellite dishes, etc.) must first be approved, in writing, by the Board of Directors.

## Name

First

Last

## Address

Address Line I

Address Line 2

City

State

se

Zip Code

## Phone

Email \*

**Description of Variance Requested (include dimensions, shapes, color, specific location, materials).**

**Attach sketch if applicable.**

Upload

or drag files here.

**Reason for Request**

**Anticipated Starting and Completion Dates**

**Homeowner Signature (Electronic)**

**Date Submitted**

The Board has adopted the following guidelines for review of variance requests: (1) To maintain and enhance the economic value of the buildings; (2) To preserve the architectural style of the buildings; (3) To maintain uniformity among and between buildings; (4) To preserve open spaces; (5) To prevent homeowners from imposing visual or structural intrusion upon their neighbors.

**BOARD OF DIRECTORS:**

- Approved
- Approved with Conditions
- Not Approved

Comments: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature; \_\_\_\_\_

**NOTE:**

Preliminary approval will be provided within 30 days of receipt of this request. Final approval is contingent upon review of the completed work. **IT IS THE HOMEOWNER'S RESPONSIBILITY TO PROVIDE WRITTEN NOTIFICATION OF COMPLETION OF THE PROJECT on or before the above anticipated completion date.** Approved variance is valid for 1 year.