

Cambridge Court Homeowners' Association

***Rules
and
Regulations***

“The Red Book”

Cambridge Court

Town of Perinton, New York

***This Book MUST Accompany the Offering Plan and Be
Turned Over to the New Owner When You Sell Your Home***

October 2021

This edition replaces and supersedes all previous editions of the Rules and Regulations

Cambridge Court Homeowners' Association
Rules and Regulations

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History of Cambridge Court Rules and Regulations:

Homeowners Association Established: *February 1984*

Development Constructed: *1985—1988*

Initial Issue of *Rules and Regulations*: *January 1989*

Updated: *January 1992*
April 1995
August 1999
April 2001

Re-Issued: *July 2007*
January 2018

Cambridge Court Homeowners' Association

Rules and Regulations

I. INTRODUCTION

A. WELCOME

Welcome to Cambridge Court !

The attractive architecture of our buildings, the diligent maintenance of our grounds and building exteriors, the friendly residents, our convenient location—close to Fairport village life, the Erie Canal, offices, and shopping areas—and the short drive to expressways and downtown Rochester make Cambridge Court a desirable place to live. The Town of Perinton, of which Cambridge Court is a vibrant part, was rated one of the “Top 100 Places to Live in America” (#62) by CNN/*Money* magazine in 2005 and was nationally recognized by the American Hiking Society as a “Trail Town USA” (#8) in 1996. Residents are encouraged to take advantage of the truly outstanding parks and recreational services offered free or at low cost by the Town.

As townhouse owners, we choose a lifestyle that will give us all more leisure time to enjoy interests that were not possible as single-family homeowners. However, this “carefree living” creates new and different responsibilities, which are described in the *Offering Plan* under Exhibit A, “Declaration of Covenants, Conditions, and Restrictions,” and Exhibit C, “Association By-Laws.”

This handbook, commonly referred to as *The Red Book*, summarizes the Rules and Regulations described in the *Offering Plan* and outlines our daily responsibilities as townhouse owners. Because we live in close proximity to one another, we all must be considerate of each other's rights as Lot Owners and Residents. Adherence to these Rules and Regulations on a daily basis will protect the rights granted to each townhouse owner as described in the *Offering Plan*, and will preserve the quality of our community, maintain property values, and continue to make Cambridge Court a prestigious place to live. The *Declaration of Covenants, Conditions and Restrictions* governs in the event of a discrepancy between the two documents.

IT IS RECOMMENDED THAT ALL HOMEOWNERS READ THE OFFERING PLAN and refer back to it regularly.

Note: Additional copies of these Rules and Regulations and the *Offering Plan* are available to any Member, tenant, prospective buyer, or new non-Owner Resident **free of charge** upon request to the Management Company (a copying charge may be imposed for the *Offering Plan*). Owners are **required** to provide a copy of these Rules and Regulations to their tenants before they move in.

B. DEFINITIONS

The following are the definitions of terms commonly used in these Rules and Regulations. When a defined term is used in this book, it is capitalized.

ASSOCIATION: Cambridge Court Homeowners' Association, Inc.

ASSOCIATION FACILITIES: All the Association Property except the easements.

ASSOCIATION PROPERTY: The permanent easements granted to the Association, the roadway surface and subbase of the private roadway and guest parking areas, the Association's signs and associated lights, and the Association's underground irrigation sprinklers at the entrance to Cambridge Court; the shrubs, trees, and lawn within the easements; and the retaining wall behind House Nos. 45—55. The Association Property does not include the general easement granted to the Association in the *Offering Plan* solely for the purpose of entering upon Lots to perform Dwelling Unit or Lot maintenance and care.

BOARD: See "Board of Directors."

BOARD OF DIRECTORS: The Board of Directors of the Association, as defined in the *Offering Plan*. The Board of Directors shall consist of at least three and up to nine Members, elected by the Members of the Association to run the Association. The Board of Directors is also sometimes referred to as the "Board," which has the same meaning as Board of Directors.

BUILDING: A group of three or four attached Dwelling Units sharing common party walls. There are 18 Buildings within Cambridge Court (15 Buildings each have three Dwelling Units, and three Buildings each have four Dwelling Units).

BY-LAWS: The By-Laws, Exhibit C in the *Offering Plan*, state the manner by which the Association shall be governed.

DAY: Any calendar day, including weekends and holidays. Any reference to a quantity of days in these Rules and Regulations shall mean consecutive calendar days including weekdays, weekends, and holidays.

DECLARATION: Entitled "Declaration of Covenants, Conditions, and Restrictions," the Declaration comprises a substantial portion of the *Offering Plan*. A summary of the Declaration is found on Pages 21—37 of the *Offering Plan*. Exhibit A of the *Offering Plan*, Pages D-1 to D-43, sets forth the Declaration completely. The Declaration details how the real property of Cambridge Court shall be held, transferred, sold, conveyed, and occupied.

DEVELOPMENT: The entire land and real property of Cambridge Court, including roads, Buildings, signs, landscaping, utilities, easements, and all other

improvements on, within, under, and above Cambridge Court, including both the Association Property and all the privately owned Lots.

DIRECTOR: A member of the Association's Board of Directors.

DWELLING UNIT: A single-family residence within the Development. A Dwelling Unit is also referred to as a "Unit" or a "House," both of which have the same meaning as Dwelling Unit. There are 57 Dwelling Units within Cambridge Court, one on each Lot.

HABITABLE SPACE: As defined by the State Building Code (*Residential Code of New York State*) and Town regulations: "A space in a building for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, [laundry rooms,] storage or utility spaces and similar areas are not considered habitable spaces."

HOMEOWNER: See "Member."

HOUSE: See "Dwelling Unit."

LOT: The land comprising one residential building lot appearing on the subdivision map (Exhibit G of the *Offering Plan*) approved by the Town Planning Board and filed with the Monroe County Clerk's Office for one single-family residence, including any improvements thereto, such as buildings, pavement, fences, decks, utilities, and landscaping. There are 57 Lots within Cambridge Court, each with one Dwelling Unit.

MANAGEMENT COMPANY: The professional property management company hired by the Board of Directors to manage certain affairs of the Association as described in the *Offering Plan*. (See Section II.C., page 6, of these Rules and Regulations.)

MEMBER: Each person (or persons, partnership, corporation, or other entity) who is an Owner, whether partly or full, of a Lot within Cambridge Court. Each Owner of a Lot within Cambridge Court ***automatically and mandatorily*** becomes a Member of the Association upon purchasing a Lot within Cambridge Court, and is subject to all the rights, privileges, responsibilities, restrictions, rules, and regulations contained therein. A Member is also sometimes referred to as an "Owner" or a "Homeowner," both of which have the same meaning as Member. Members must be 18 years of age or older. In the event that ownership of a Lot is divided or shared among more than one person or entity, such as a corporation or a husband and wife, such multiple owners shall be entitled to only ONE vote, as per Article III, Section 1(e) of the Declaration, page D-6. If a person (or persons or other entity) owns more than one Lot within Cambridge Court, such person or persons shall still be entitled to only ONE vote, as per Article III, Section 1(a) of the Declaration, page D-6, thereby reducing the total number of Members in the Association and potentially altering the minimum number of votes required to pass a resolution or elect a Director. Once you sell your House or your name is removed from the deed, you are no longer a Member.

OFFERING PLAN: The Sponsor's entire offer to sell membership in the Association. It comprises and discloses all the information necessary to file with the New York State Department of Law. The *Offering Plan* MUST be turned over by the seller of a Lot to the new Owner (buyer), along with these Rules and Regulations, on or before the date of the closing of the sale of a Dwelling Unit.

OWNER: See "Member."

RED BOOK: See "Rules and Regulations."

RESIDENT: Any person 18 years of age or older, whether an Association Member, family member, tenant, or other occupant, who occupies and lives in a Dwelling Unit in the Development as his or her principal or seasonal place of domicile. All Residents are responsible for the actions of their minor children (and grandchildren and/or other minors) who live with them under their care, and for the actions of their guests and invitees.

RULES AND REGULATIONS: The Association's Rules (this handbook), authorized by the *Offering Plan*. The Rules and Regulations are often commonly referred to as *The Red Book*. The Rules and Regulations MUST be turned over by the seller of a Lot to the new Owner (buyer), along with the *Offering Plan*, on or before the date of the closing of the sale of a Dwelling Unit.

SPONSOR: The original developer and builder of Cambridge Court, Neil Hirsh Enterprises. The Sponsor no longer has any ties or connection to Cambridge Court.

TOWN: The Town of Perinton (a municipal corporation within Monroe County, New York State) and any and all of its officers, employees, inspectors, agents, and elected officials, *or any other governmental organization or authority* with legal jurisdiction in Cambridge Court. The Development is located entirely in the Town of Perinton. The Town's main offices are at the Town Hall, 1350 Turk Hill Road, Fairport, NY 14450, and their main telephone number is (585) 223-0770. The Highway Department and the Department of Public Works are located on Cobb's Lane (just off the Turk Hill Road bridge over the canal); the telephone number of the Highway Department is (585) 223-9211 and the Department of Public Works' is (585) 223-5115.

UNIT: See "Dwelling Unit."

II. DESCRIPTION OF CAMBRIDGE COURT

Cambridge Court, a townhouse Development comprising 57 individually privately owned single-family Dwelling Units on about 9.7 acres of land, is located at the northeast corner of Fellows Road and Whitney Road in the Town of Perinton, Monroe County, New York.

There is no “common land” in Cambridge Court: each Owner owns the land adjacent to his or her home.

Cambridge Court is about 11 miles southeast of downtown Rochester, New York, and about seven miles north of New York State Thruway (I-90) Exit 45.

Cambridge Court is serviced by the Fairport Fire Department and Perinton Volunteer Ambulance, and is located within the Fairport Central School District.

A. HOMEOWNERS’ ASSOCIATION

Each person (or persons or other entity) who purchases or owns a Dwelling Unit in Cambridge Court MANDATORILY AND AUTOMATICALLY becomes a Member of the Association and is bound to observe and obey the conditions and restrictions of the Offering Plan, including the Declaration and the By-Laws, and the Rules and Regulations promulgated by the Board of Directors.

The Development is controlled by the Cambridge Court Homeowners’ Association, Inc. (the Association), a not-for-profit New York corporation established in 1984.

The purpose of the Association is to administer and enforce the covenants, restrictions, and other provisions of the Declaration that control the use, care, maintenance, operation, and enjoyment of the 57 Dwelling Units, the Lots, lawns, landscaping, and other improvements that were installed in the Development by the Sponsor or the Lot Owners.

The Association has been granted various permanent easements to maintain and operate the private roadway, lawns and landscaping, Sponsor-installed plantings, and an area at the main entrance to Cambridge Court at Fellows Road. Commercial utility companies, the Town Department of Public Works, Fairport Municipal Commission (“Fairport Electric”), Frontier Telephone Corporation of Rochester, Monroe County Water Authority, and Spectrum Cable have permanent easements in Cambridge Court to maintain their underground facilities and to operate their utilities within the Development.

B. BOARD OF DIRECTORS

Cambridge Court is governed by an unpaid Board of Directors, consisting of at least three and no more than nine Members of the Association, elected to three-year terms in June at the Association's Annual Meeting. Vacancies or open seats on the Board may be filled by a majority vote of the Board to appoint an Association Member to the Board at any time. Appointed Board members' terms expire in June at the next Annual Meeting.

If a Dwelling Unit is owned by more than one person (such as husband and wife), only one of the co-owners can serve on the Board of Directors at a time.

The Board elects from its members a President, Vice President, Secretary, and Treasurer, who serve one-year terms from June to the following June. The Board creates standing or ad hoc committees as it deems necessary. Committees are comprised of Board members and, at the discretion of the Board, other Members of the Association who are not Board members. The Board meets a minimum of six times a year, usually in the home of a Board member, in addition to the Annual Meeting held each June.

To attend a Board meeting, any Member should call the Management Company to request being placed on the agenda of the next scheduled Board meeting. **Participation in the Association by Members, and attendance at the Annual Meeting, is encouraged.**

The Board of Directors has the authority (*Offering Plan*, Restrictions on Lot and Dwelling Unit Use, Section h., Page 31; Declaration, Article V, Section 1.a., page D-11, and Article XII, Section 1.h., page D-34; and By-Laws, Article VII, Section 14.e., page 19) to establish and enforce Rules and Regulations and to establish penalties, fines, and fees for infractions of established rules and procedures.

C. MANAGEMENT COMPANY

Crofton Perdue Associates, Inc.
111 Marsh Road
Pittsford NY 14534

Phone: (585) 248-3840
Fax: (585) 248-3666
Website: www.croftoninc.com

Email info@croftoninc.com

III. HOMEOWNERS' ASSOCIATION

A. RESPONSIBILITIES

The **Association** is responsible for:

1. Plowing and removal of snow from the private roadway, guest parking areas, mailboxes, fire hydrants, and the private driveways of each Dwelling Unit.
2. Maintenance, repair, repaving, periodic sealcoating, and replacement of the asphalt surface and gravel subbase of the private roadway (including those portions of the spur driveways, at House Nos. 15, 17, and 19, and House Nos. 71, 73, and 75, that provide ingress and egress to more than one Dwelling Unit) and guest parking areas; painting the parking space striping at the guest parking areas; periodic sealcoating of individual driveways; maintenance, repair, resetting, and replacement of the decorative paver stone, subbase, and granite curbing at the entrance to the private roadway from Fellows Road; and maintenance, repair, and replacement of stormwater drain inlets, manholes, and catch basins that are not the responsibility of the Town.
3. Repair, maintenance, and replacement of the main Cambridge Court identification sign including associated lighting, landscaping, lampposts, and underground irrigation sprinklers (on both sides of the private roadway) at the entrance to Cambridge Court at Fellows Road (next to House #2 and House #7); payment of the electric and water bills and sprinkler system maintenance costs associated with the area around the main entrance identification sign; replacement of burned out lamps and light bulbs at the lampposts and signage lighting at and near the main entrance identification sign; repair, maintenance, and replacement of the secondary Cambridge Court identification sign and associated landscaping at the northeast corner of Whitney Road and Fellows Road (behind House #19).
4. Painting, staining, maintenance, repair, replacement, and care of:
 - a. Roofing shingles, roof decks, 'Ice and Water Shield' and other underlayment beneath roofing, roof flashing and counterflashing, roof drip edges, roof trim, roof ridge vents, roof box vents, roof plumbing vents, rain and snow diverters, skylight flashing and counterflashing, exterior building louvers and vents, and screens for louvers and vents.
 - b. Roof insulation in cathedral and vaulted ceilings **that is damaged or compromised by roof leaks or ice damming, as determined by the Management Company and/or Board of Directors.** (*See also Sections III.C., page 11, and IV.A.3., page 12, of these Rules and Regulations.*)
 - c. Flashings, gutters, leaders, and downspouts, and the connection of downspouts to the underground storm water management piping system.
 - d. Siding and exterior building panels, wall sheathing, exterior building trim, fasciae, eaves, exterior soffits, soffit vents, gable vents, bird screens in vents, house numbers, exterior veneer face brick and stone, exterior door trim and window trim,

- garage windows, and all other exterior building surfaces (except lighting fixtures; glass surfaces; windows and window frames; skylights; window mullions, muntins, and grilles; window and door screens and their frames; sliding glass doors and frames; French doors and frames; storm and screen doors, frames, glass, and screens; side and rear doors and frames; front doors and sidelights and door and window hardware, knobs, and locks).
- e. Exterior portions of fireplace chimneys, exterior portions of chimney flues, chimney caps, and chimney flashing, whether installed by the Sponsor, a Dwelling Unit Owner, or previous Owner.
 - f. **Exterior** portions of building foundation walls and basement walls.
 - g. Concrete front entry porch slabs and their foundations; front entry porch wood columns; exterior porch ceilings, soffits, and eaves; and their associated structures and trim.
 - h. Exterior caulk and related weatherproofing.
 - i. Exterior hose bibbs (excluding those located inside a garage).
 - j. All other exterior building improvements and elements originally installed by the Sponsor not excluded by these Rules and Regulations or the *Offering Plan*.
5. Maintaining and painting the exterior surface of overhead garage doors and frames. (*See Sections IV.B.1. through IV.B.6. under "Overhead Garage Doors," pages 15—16 of these Rules and Regulations, for additional information*).
 6. Landscaping and Grounds:
 - a. Trimming, pruning, cutting, caring for, maintenance of, and replacement of trees, bushes, shrubs, and other plantings originally installed in the Development by the Sponsor; and for those trees, plantings, and other landscaping in or near the earthen berms on the northern, western, and southern boundaries of the Development; and also for the plantings and wild brush above the retaining wall behind House Nos. 45—55 and at the eastern end of the Development.
 - b. Maintenance and replacement of stone (or other) mulch and rubber edging (if any) in the shrub beds in the front yard of each Dwelling Unit.
 - c. Cutting, mowing, trimming, raking, maintaining, and fertilizing all lawns within the Development (except those enclosed by approved rear yard fences installed by a Lot Owner or the previous Owner of a Lot); seasonal cleanup (each Spring and Fall) of the lawns and landscaping areas throughout the Development.
 - d. Providing mulch around the bases of trees in the front yards of each Lot.
 - e. Maintaining and repairing the retaining wall behind House Nos. 45—55 including the decorative latticework.
 - f. Maintaining and directing all surface storm water drainage away from Buildings and into the Development's stormwater collection and underground piping system; preventing the accumulation of standing surface stormwater.
 7. Trimming (and, when necessary, removing or replacing) trees that border the north property line of the Development (along County Clare Crescent) when their growth, appearance, or damage interferes with the ability of the Association to maintain lawns,

landscaping, surface drainage, and grounds, or with the ability of the Residents to enjoy the peaceful use of their rear yards.

8. Repair, maintenance, replacement, and care of:
 - a. Underground sanitary sewer and storm sewer laterals (from the Development's common sewer mains to the inside face of the basement wall of a Dwelling Unit).
 - b. Underground potable water-service pipes (from the Development's common water mains to the inside face of the basement wall of a Dwelling Unit).
 - c. Other underground electric, telephone, cable television lines, and similar utility wires, cables, conduits, or pipes serving individual Dwelling Units.
 - d. Other utilities within the Development that are not owned or maintained by the Town.
9. Maintenance, power washing, staining, repair, and replacement of privacy fences originally installed by the Sponsor on common Lot property lines in the rear yards of Dwelling Units.
10. Collection and removal of ordinary household waste, rubbish, garbage, and recyclables generated by the Residents of the Development and their guests and left at the end of Residents' driveways in accordance with these Rules and Regulations; contracting with and paying for a commercial waste hauler to collect and remove ordinary household rubbish and garbage on a weekly basis.
11. Removal of wasp, bee, bird, or other nests (and similar nuisances) from the exterior of Dwelling Units or on the Lots; removal of dead birds or wild animals from the Lots; spraying or otherwise treating the **exteriors** of Dwelling Units or portions of the Lots to kill or keep away insects or other pests that are causing a nuisance or danger to Residents or to the Dwelling Units.
12. Repair, maintenance, and replacement of the pedestal mailboxes (for delivery of U.S. Mail), and their appurtenances, located at various intervals along the private roadway within the Development.
13. Repair, maintenance, and replacement of the traffic control signs (stop signs, speed limit signs, etc.), parking signs, and other signs located at various intervals along the private roadway and at the guest parking areas within the Development.
14. Contracting with and paying for a professional Management Company to supervise, arrange, coordinate, contract, and provide all the work services and materials required in the operation, care, and maintenance of all Association responsibilities, including collection, disbursement, investing, accounting, and bookkeeping of all finances for the Association and maintaining the Association's records and permanent archives.
15. Contracting with a reputable insurance carrier for the Association's Master Insurance Policy covering various elements, including general liability, directors' insurance, grounds, Association Property, and the physical structure of each Dwelling Unit. *(For additional*

information, see “Insurance and Responsibility for Damage Repair,” Section III.C., page 11, and “Insurance Claims,” Section IV.D., pages 16-17, of these Rules and Regulations.)

16. Placing a lien upon any Lot for non-payment of fees, common charges, assessments, late charges, fines, or other charges.
17. Responding in a timely manner to the requests, concerns, correspondence, and complaints **of Members only**. Renters and non-Owner Residents must act through the Dwelling Unit Owner (Member).
18. Establishing and enforcing reasonable Rules and Regulations to ensure the smooth and fair operation of the Association’s duties and to protect the rights and responsibilities of the Members and the Residents of the Development.
19. Maintaining (through the Management Company) an inventory of Owner-installed items, such as trees, shrubs, skylights, decks, or building additions, for purpose of Owner’s maintenance, as part of the Association’s permanent archives.
20. Providing the Management Company with records of all approved and rejected changes, alterations, and additions to Cambridge Court Dwelling Units or yards (additional copies of these records shall be delivered, upon approval, to the individual Member responsible for the change also); and providing the Management Company with minutes of all Board meetings, Annual Meetings, and Special Meetings, and copies of all the Association’s correspondence. These records and minutes shall be maintained by the Management Company as long-term or permanent archives.
21. Maintaining and updating a list of each Dwelling Unit Owner (and, where applicable, their tenants), including their names, mailing addresses, telephone numbers, and emergency contact information; maintaining (through the Management Company) a list of Dwelling Units that will be vacant for more than 21 days (whether the occupant has moved away or temporarily relocated to a seasonal residence), including the date of vacancy and a mailing address, telephone number, emergency contact information for the Dwelling Unit Owner while their house is vacant, and, if applicable, the estimated date of their return to Cambridge Court.
22. Preparing, by November 15 of each year, an annual budget for the Association outlining the coming year’s anticipated income, expenses, and reserves; fixing the amount of the monthly Association maintenance fee (through a majority vote of the Board of Directors) and (when approved by a $\frac{2}{3}$ majority vote of all Members) Special Assessments, to pay the anticipated and actual costs of maintaining and operating the Association Property, building exteriors, and grounds of the Development, and to support the long-term repair and maintenance reserve funds.
23. Providing additional copies, upon request of any Member (or Resident), of blank External Change Forms and Emergency Contact Designation Forms, **at no cost** to the Member.

24. Providing minutes from the Annual Meeting on or before October 1 of each year and a summary of the previous year's annual financial audit to each Member on or before June 1 of each year.
25. Providing a welcoming letter to new Members (Unit Owners) and non-Owner Residents (such as rental tenants), along with a copy of these Rules and Regulations and the *Offering Plan* (**at no charge**) if they have not already been made available to the new Member or non-Owner Resident (a copying charge may be imposed for the *Offering Plan*).

B. PAINTING/STAINING DWELLING UNIT EXTERIORS

Painting and staining Dwelling Unit exteriors is the sole responsibility of the Association.

C. INSURANCE AND RESPONSIBILITY FOR DAMAGE REPAIR

1. Association Master Policy:
 - a. Although the Association carries a Master Insurance Policy covering various elements, including the physical structure of each Dwelling Unit, ***individual Lot owners are urged also to carry their own homeowner's insurance policy*** specifically designed for townhouse owners to cover personal possessions, the interior of their Dwelling Units, and personal liability.
 - b. In the absence of such personal insurance, a Dwelling Unit Owner could be exposed to losses not reimbursed for damage or destruction of personal property in the event of a fire or other casualty or disaster, and could become liable for monetary damages for injury to a person or person's property in the event of an accident or other occurrence on his Lot or within his Dwelling Unit.
 - c. If you sustain damage to the basic structure of your Dwelling Unit, contact the Management Company. They will inspect the loss and determine whether to initiate a claim under the Association's Master Policy when liability is established. (*Refer also to Section IV.D. "Insurance Claims," pages 16-17 of these Rules and Regulations.*)
 - d. For information on the details of the Association's Master Insurance Policy, call the Management Company
2. It will be the Association's responsibility to make the necessary repairs to drywall and paint damage to **interior ceilings or walls** where the damage is due to roof leaks, ice damming, or **humidity in the roof insulation, as determined by the Management Company and/or Board of Directors**. The Board of Directors will determine whether to pay for the repairs out of the Association's general funds or to file an insurance claim against the Association's master policy.

IV. INDIVIDUAL DWELLING UNIT HOMEOWNERS

A. RESPONSIBILITIES

The Association is not responsible for maintenance, replacement, or repair that is caused by the willful or negligent act or omission of a Lot Owner, his family, guests, invitees, or tenants. The cost of such maintenance, replacement, or repair shall be added to and become a part of the monthly maintenance fee (Common Charges) for which the Unit Owner is responsible.

The **individual Dwelling Unit Owner** is responsible for:

1. Repair, replacement, and maintenance of all windows and frames (excluding windows located in a garage), window screens, rear and side doors, fogged windows, muntins/mullions/grids in the windows, skylights, storm doors, screen doors, front doors and sidelights, sliding glass doors, and French doors, in their entirety, including frames, hardware, knobs, and locks; doorbells; front door sidelight glass; repair, replacement, and maintenance of front door hardware, knobs, and locks; and painting and maintenance of the **interior** surface of front doors and sidelights.
2. Bathroom, kitchen, laundry, and other exhaust fans and vents, including their ductwork and exterior components; exterior fresh-air intake vents and similar exterior wall penetrations for heating and cooling systems; exterior heat pumps, condensing units, and related pipes and wires for a Dwelling Unit's heating and cooling system; and exterior wall penetrations for electrical, telephone, cable TV, heating, cooling, and plumbing systems, including repair for damage any of these may cause.
3. Party walls; interior portions of basement foundation walls; exterior wood studs; building and garage interiors; roof trusses and rafters; and wall, roof, and attic insulation. *(See also Section III.A.4.b., page 7, of these Rules and Regulations.)*
4. Prompt replacement of burned-out exterior light bulbs; maintenance, repair, and replacement of exterior lighting fixtures, including front porch lights, rear porch lights, and garage lights, in their entirety, including photocells (garage lights shall be controlled by photocell and be automatically lit from dusk to dawn every day); maintenance, repair, and replacement of exterior electric outlets; and maintenance, repair, and replacement of other electric exterior improvements of a similar nature, whether installed by Unit Owner, the Dwelling Unit's previous Owner, or Sponsor.
5. Removal and disposal of construction and remodeling debris (including drywall, framing lumber, finish carpentry, countertops, flooring, tile, sinks, and toilets), furniture, mattresses, discarded garage doors and related parts, hazardous waste, and other refuse not normally collected by the Association's waste and recyclables haulers or the Town Highway Department. *(See Section XII, pages 38—39 of these Rules and Regulations.)*

6. Landscaping:
 - a. Trimming, cutting, replacing, and caring for trees, shrubs, lawns, or other landscaping or plantings **installed by the Dwelling Unit Owner** or the Dwelling Unit's previous Owner; and trimming, cutting, replacing, and caring for trees, shrubs, lawns, grass, or other landscaping or plantings within any rear yard area enclosed by permitted fences on any Dwelling Unit.
 - b. Maintenance, care, repair, and replacement of decks, fences, patios, landscaping, flowers, and other plantings installed by the Dwelling Unit Owner (or previous Owner) within the allowed 16-foot area of the rear of the Dwelling Unit, or, if approved by the Architectural Review Committee, outside the 16-foot area. (*See Section X.D.2., page 35 of these Rules and Regulations.*)
 - c. The Management Company shall keep permanent archive records of any plantings and other landscaping approved for a Dwelling Unit outside the allowed 16-foot privacy area that are required to be maintained by the Owner.
7. Repair, replacement, and maintenance of sidewalks leading from the front door entry steps to the driveway of the Dwelling Unit, and removal of snow and ice from any front door entry steps and private sidewalk located on a Lot.
8. Repair, periodic repaving, replacement, and maintenance of private driveways (and gravel subbase) that serve an individual Dwelling Unit. The Association and/or the Management Company will periodically inspect all the driveways in the Development and notify the Homeowner of the results. The homeowner will promptly (within 31 days of notice) repair, replace, or maintain, his/her private driveway when notified by the Association or the Management Company that he is required to do so, or else the Association will perform the work and bill back the actual costs to the Homeowner.
9. Maintenance of, control of, and repairs to damage by **underground** water in the soil that is not in pipes or part of the Development's constructed underground stormwater management piping system, and to the soils and earth that hold it.
10. Keeping the Lot lawn and landscaping area free of debris, decorations, and furniture; keeping the rear deck or patio area free and clear of all items except furniture, barbecues/grills, or planting containers normally associated with backyard outdoor furnishings. The area beneath any deck is not a storage area and shall be kept free of bags, building materials, toys, debris, and all other items. (*See Sections VII.B.5, page 28, and IX.E, page 33.*)
11. Keeping all garbage cans, storage boxes, mailboxes (except the pedestal mailboxes for group delivery of U.S. Mail), newspaper delivery boxes, statues, fountains, hanging plants, chimes, or other decorative items from being located or placed in the front or side yard of any Lot. Newspaper delivery boxes and similar items may be located on the front entry porch if prior approval is obtained from the Architectural Review Committee.
12. Keeping all flags (except one U.S. flag per Dwelling Unit), banners, and signs (except one home security sign per Dwelling Unit) from display on the outside or in any window of

any Dwelling Unit or in the yard of any Lot. **Real estate 'For Sale' signs are expressly prohibited.**

13. Watering the front, side, or rear lawns (including trees, shrubs, and other plantings) or landscape areas in their own lot during times of excessive summer heat or lack of rain. Watering as needed of **new landscaping**, i.e., newly planted trees, shrubs, and other plantings, during the first year following their installation is highly recommended. Homeowners who are unable to water their plantings and landscaping should notify the Management Company.
14. Permitting the Association to use water from the Dwelling Unit's exterior hose bibbs and electricity from the Dwelling Unit's exterior electric outlets to perform maintenance, care, repairs, and similar work to any Dwelling Unit exterior or Lot. The usage charges for such water or electricity shall be paid by the Dwelling Unit Owner.
15. Payment of the monthly Association maintenance fee (common charges) when due on the first of each month; payment of Special Assessments, when approved by a $\frac{2}{3}$ majority of all Members and when levied, regardless of whether an individual Lot Owner voted for or against the Special Assessment or failed to vote at all; and payment of any fees, fines, interest, expenses, or other charges levied by the Association in the timely manner prescribed.
16. Obeying and adhering to the rules and policies outlined in the *Offering Plan* and these Rules and Regulations; taking responsibility for the actions, behaviors, willful acts and omissions of all occupants and/or non-Owner Residents and/or tenants of their Dwelling Unit and their guests and invitees. A rule broken or violation committed by a tenant, non-Owner Resident, guest, or minor child or grandchild of a Resident will be assessed, penalized, and/or fined against the Dwelling Unit Owner. Tenants must be made aware of these Rules and Regulations and agree to abide by them. **Dwelling Unit Owners shall provide a copy of these Rules and Regulations, at the Dwelling Unit Owner's own expense, to their tenants before they move in.**
17. Providing the Management Company with the Owner's current name, mailing address, telephone number, and emergency contact information. Non-Resident Owners who rent their house must also provide the name of the tenant, the tenant's mailing address, and the tenant's telephone number. If a Dwelling Unit will be vacant for more than 21 days (whether because the occupants are moving out or temporarily relocating to a seasonal residence somewhere else), the Owner must also provide the Management Company with notice of vacancy, the dates the Unit will be vacant, and a mailing address and telephone number where the Owner can be reached while the Unit is vacant. (Owners of vacant units are also encouraged to provide the Management Company with the name and telephone number of a trusted neighbor or a nearby relative in the Rochester area who has a key to the Unit, in case an emergency arises and access to the interior of the Dwelling Unit is required. It is also recommended that the Dwelling Unit Owner inform their personal insurance company when their Unit will be vacant.)

18. Delivering a copy of the *Offering Plan* and these Rules and Regulations to the next Owner (the buyer) of the Dwelling Unit on or before the date of the closing and transfer of the Lot ownership.
19. Contacting the Management Company at least fourteen days prior to the date of closing on the sale of a Dwelling Unit to have the Dwelling Unit inspected to ensure the unit is in compliance with the Rules and Regulations governing Cambridge Court Homeowners' Association. The homeowner is responsible for the fee associated with such inspection. (APPENDIX E)

B. OVERHEAD GARAGE DOORS

1. Doors:
 - a. Repairs and replacement parts to overhead garage doors are the responsibility of the Dwelling Unit Owner; the Association will only be responsible for maintaining and painting the **exterior** overhead garage doors and frames.
 - b. The Association will require the Lot Owner to arrange and pay for door replacement when the Board or the Management Company determines that the original overhead garage door has deteriorated beyond practical maintenance.
 - c. The Association will notify the Lot Owner in writing when replacement or maintenance is required. Upon notification, the Lot Owner will have 31 days to replace his garage door or perform the specified maintenance, or the Association may replace/repair the garage door and assess the cost to the Homeowner's account.
2. The specifications of the **replacement** overhead door are as follows:
 - a. Door specification:
 - 1) Manufacturer: Wayne Dalton.
 - 2) Panels: All solid, 16 x 20-3/8, raised, 7 across x 4 high.
 - 3) Color: Oxford Brown.
 - 4) Panels and color shall match those on House Nos. 2, 4, and 6 exactly.
 - b. Doors by other manufacturers, which meet these specifications **exactly**, may also be acceptable to the Architectural Review Committee. Consult the Committee before ordering or installing the door.
3. **An Architectural Review form is required to be submitted to and approved by the Architectural Review Committee before the door is ordered or purchased and before the work begins.** The form must contain:
 - a. The name, address, and telephone number of the Unit Owner making the request.
 - b. The name of the manufacturer of the door.
 - c. A detailed description and specification of the proposed door.
 - d. The name and telephone number of the contractor and/or vendor who will be selling and/or installing the door.
4. If a door is installed that is not approved by the Committee **beforehand** or if the Committee (or Management Company) determines that the door does not meet the specifications in

Section IV.B.2. above, the Dwelling Unit Owner will be required to remove and replace the door with a conforming one at the Unit Owner's sole expense.

5. Removal of the old overhead door (and related parts) from the Development is the responsibility of the Dwelling Unit Owner. Once an original overhead garage door is replaced, the Dwelling Unit Owner is responsible for all maintenance, care, and repairs to the door, including both its interior and exterior components, except exterior door painting.
6. For both original and replacement overhead garage doors, the Dwelling Unit Owner is responsible for care, maintenance, and replacement of electric garage door openers and their remote controls and operators, and the interior door tracks, guides, components, surfaces, rollers, and springs.
7. Residents shall keep their overhead garage doors **closed at all times**, except when driving in or out of the garage or when they are actually working in or near their garage.

C. LAWN DAMAGE

The Dwelling Unit Owner is responsible for paying for repair of lawn damage due to:

1. Motor vehicles driven or parked along driveways or any other lawn area.
2. Pet damage from digging or excrement.
3. Any other lawn damage caused by the Dwelling Unit Owner, or his guests or tenants.

D. INSURANCE CLAIMS

Detail for Dwelling Unit Owner for Application for Reimbursement of Payments for Repair of Interior Damages due to Exterior Structural Problems.

1. When interior damage to a Unit (or damage to an element that is normally the individual Dwelling Unit Owner's responsibility) results from a roof leak, ice damming, roof damage, exterior damage, or damage to another portion for which the Association is responsible, there is recourse for the Dwelling Unit Owner. The Association will correct/repair the damages to the exterior surfaces for which the Association is responsible, as defined by the *Offering Plan* and these Rules and Regulations. The Association will determine if it is responsible for reimbursement or partial reimbursement to the Dwelling Unit Owner for the costs of associated interior repairs.
2. The following steps shall be followed for a Dwelling Unit Owner for repair of interior damage caused by external or other conditions that are the responsibility of the Association:
 - a. Report the occurrence to the Management Company, who will promptly arrange an inspection, with a Board Member, of the reported damage. The Management

Company, in consultation with the Board if the cost of the repair is greater than \$1,000.00, will determine if the repair of the interior damage is the responsibility of the Association or of the Dwelling Unit Owner or a combination of the two.

- b. After the exterior repairs have been completed by the Association, the Management Company shall arrange for the necessary interior repairs caused by the original damage. Repairs made or arranged by the Management Company shall generally be limited to drywall and paint repairs only. Any damage to the homeowner's personal property (furniture, curtains, personal possessions, etc.) will not be repaired, replaced, or reimbursed by the Association. The homeowner will have to cover the cost of damaged personal property or submit a claim to his/her personal insurance carrier.
- c. Dwelling Unit Owners who request **any repair or reimbursement claim in excess of \$1,000.00** for interior damage repair, will have the work done or be reimbursed **only after a majority vote by the Board of Directors.**

E. RESPONSIBILITY FOR INTERIOR CEILING DAMAGE

It will be the Association's responsibility to make the necessary interior repairs to drywall and paint damage to **interior ceilings and walls** where the damage is due to roof leaks, ice damming, or *humidity in the roof insulation*.

F. FRONT ENTRY SIDEWALKS

1. The sidewalk leading from each Dwelling Unit's front entry steps to the driveway is the responsibility of the Owner to maintain in a usable, attractive, and safe condition, and also to keep clear of ice and snow.
2. The maximum riser height from the top surface of the sidewalk paver to the top surface of concrete entry porch is 8" vertical (standard) or 7" vertical (handicap accessible).

G. MONTHLY MAINTENANCE FEES (COMMON CHARGES) AND OTHER PAYMENTS

1. Timeline for collecting Monthly Association Fees:
 - a. **Day 1:** Monthly Association Fee is due on the 1st of each month.
 - b. **Day 15:** Grace period ends on the 15th of each month.
 - c. **Day 16:** A **late charge of \$35.00** is levied if the payment is not received by Day 15. Delinquent letter #1 is mailed to the Homeowner indicating total balance due; a copy is sent to the Treasurer.
 - d. **Day 31:** Notice of lien and delinquent letter #2 are mailed to the Homeowner indicating total balance due; a copy is sent to the Treasurer.
 - e. **Day 62:** Lien will be filed through attorney; notification sent to Dwelling Unit Owner's mortgage holder, if any; with copies sent to Unit

Owner. Delinquent letter #3 mailed to Homeowner; copies of all correspondence sent to the Treasurer. All costs and expenses incurred with this procedure will be added to delinquent amounts of the Unit Owner.

- f. **Day 180:** A personal judgment in a court of law will be pursued. All costs incurred will be assessed against the Unit Owner. Copies of all paperwork and correspondence will be sent to the Treasurer.
2. ***The Management Company cannot waive or alter late charges, fines, or interest.*** Assessed fees, charges, fines, interest, and expenses are ***automatic*** and can only be waived or altered by a majority vote of the Board of Directors, upon written request of the Unit Owner.
 3. **Late charges shall be assessed each month** on the 16th of the month if that month's assessment, charges, fines and other assessed fees are not paid.
 4. If attorneys, collection agencies, or other agents are employed, contracted, or otherwise used by the Association to help collect a debt, any fees or other expenses they charge will be added to the delinquent Homeowner's balance. All reasonable costs incurred by the Association or the Management Company in the effort to collect the debt, including, but not necessarily limited to, postage, telephone charges, filing fees, administrative and secretarial time, and mileage, will be added to the delinquent Homeowner's balance.
 5. Any payment received will be applied to the oldest balance first.
 6. All payments are considered paid on the date they are received by the Management Company, not the day they are postmarked nor the day they are deposited into the Association's bank accounts. When any of the due dates or grace period ending dates falls on a Saturday, Sunday, or bank holiday, the due date will be the next business day.
 7. When a Special Assessment is approved by a $\frac{2}{3}$ majority vote of all Members and levied, the same payment, collections, and late charge procedures shall apply from the date the Special Assessment payment is due. When a fine or sanction is imposed (See Section XV of these Rules and Regulations), the same payment, collections, and late charge procedures shall apply from the date the fine is due.
 8. As required by the Declaration, **Members whose accounts are in arrears shall not be deprived of any rights** to access, ingress, egress, voting privileges, maintenance and repairs provided by the Association on their Lot and to their Dwelling Unit, or to the peaceful enjoyment of their Dwelling Unit to which they would be entitled if their accounts were current; however, the Association, the Board of Directors, and the Management Company **will use any and all legal means available or necessary to collect on overdue accounts**. Members whose accounts are in arrears are still bound by all the same restrictions, Rules and Regulations, penalties for infractions, and covenants to which all the other Members are bound.

V. ENFORCEMENT AND APPEALS

A. AUTHORITY

1. Pursuant to the Declaration and the By-Laws, the Board of Directors has the authority to make and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Dwelling Units, the Association Property, the Facilities, and other matters enumerated in the Declaration and By-Laws, provided that copies of all such rules and regulations are provided to the Unit Owners at least ten days before their effective date.
2. Repeal:
 - a. Any rule or regulation so made by the Board of Directors may be repealed by a simple majority vote of all Members (minimum 29 of 57 Members) at an Annual Meeting or Special Meeting of the Association.
 - b. However, any repeal or change of a rule, regulation, duty or prohibition **set forth in the Declaration** shall require the signature of Members holding not less than $\frac{2}{3}$ of the votes in the Membership (minimum 38 of 57 Members), as provided by Article XIV, Section 1 (pages D-40—D-41), of the Declaration.

B. ENFORCEMENT

1. The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the property, for violation of any duty imposed under the Declaration, the By-Laws, or these Rules and Regulations adopted hereunder. Nothing herein shall authorize the Association, the Board of Directors, or the Management Company to limit the ingress and egress to or from a Dwelling Unit.
2. In the event that any Resident or other occupant of a Dwelling Unit **other than the Owner** violates the Declaration, By-Laws, or a Rule or Regulation and a fine is imposed, the Association reserves the right to first impose the fine against such occupant, provided that, if the fine is not paid by the occupant within the time period set by the Association, the Dwelling Unit Owner shall pay the fine upon written notice from the Association. All fines assessed are ultimately the responsibility of the Dwelling Unit Owner.
3. ***The failure of the Board of Directors, the Management Company, or the Association to enforce any provision of the Declaration, By-Laws, or these Rules and Regulations shall not be deemed a waiver of the right to do so thereafter.***
4. Notwithstanding any other provisions in the Declaration or the By-Laws to the contrary, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the By-Laws, or these Rules and Regulations by “self-help” (specifically including, but not necessarily limited to, the towing of vehicles that are in

violation of parking rules and regulations, and the making of changes to a Unit exterior and/or grounds to achieve compliance therewith), or by suit at law or in equity to enjoin any violation or to recover monetary damages, or both, without the necessity of prior imposition of any fine. **To the maximum extent permissible by law, the Owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees, actually incurred by the Association in order to enforce these provisions.**

C. PROCEDURE

The Board of Directors shall not impose a sanction or fine (except a late charge and associated interest assessed as per Section IV.G., pages 17—18 above, which shall not constitute a fine for the purposes of this Section V.C.) nor seek any other enforcement remedy unless and until the following procedure is followed:

1. Notice:
 - a. In the event a rule or restriction contained in the Declaration or By-Laws or a rule or regulation adopted pursuant thereto is allegedly violated, the Board of Directors shall serve the alleged violator (and Unit Owner, if different from the alleged violator) with written notice sent by U.S. First Class Mail to the alleged violator's address on file with the Management Company, and, if different, an additional copy to the Unit Owner's address on file with the Management Company.
 - b. The notice shall contain:
 - 1) A specific description of the nature and the relevant dates of the alleged violation.
 - 2) The proposed sanction to be imposed.
 - 3) A statement that the alleged violator may challenge the fact of the occurrence of the alleged violation, the proposed sanction, or both, at a hearing before the Board of Directors, at which the alleged violator shall have the right to be represented by his own counsel or other agent. The Board may also elect to be represented by counsel.
 - 4) The name, address, and telephone number of the person to contact to challenge the proposed action and from whom the alleged violator may obtain the names and addresses of any witnesses and/or copies of relevant documents prior to the hearing. Challenges must be made in writing and delivered to the Management Company in person or by U.S. Mail or other carrier. The date of a challenge will be the date that the Management Company receives the written challenge.
 - 5) The proposed sanction shall be imposed as contained in the notice unless the violation is remedied or a challenge is begun within 15 days of the date of the notice.
 - c. The proposed sanction shall be imposed and considered final not fewer than 15 days from the date of the notice, if a challenge is not made and/or the violation is not remedied.

2. Hearing:

- a. If the alleged violator challenges the proposed action within the allowed 15-day time period, a hearing before the Board of Directors shall be held affording the alleged violator a reasonable opportunity to be heard. The hearing shall be scheduled and the notice of the date (which shall be not less than 15 days nor greater than 62 days from the date of receipt of the alleged violator's written challenge), time, and location of the hearing shall be sent by the Management Company, after consultation with the Board of Directors, in writing via first class U.S. Mail, to the alleged violator and to each Board Member.
- b. Conducting the Hearing:
 - 1) The hearing shall be held by the Board of Directors and conducted by the President of the Board, or by some other Director selected by the President.
 - 2) A simple majority of the Board of Directors shall constitute a quorum to permit the hearing to be held.
 - 3) The alleged violator may be accompanied by counsel, or by any other agent or person(s) of their choosing, to act as their representative to assist them and/or speak for them during the hearing, but the alleged violator must appear in person at the hearing.
 - 4) Both the alleged violator and the Board of Directors shall be entitled to make arguments; present evidence; and call, examine, and cross-examine witnesses. The alleged violator may be called as a witness by the Board of Directors. The technical Rules of Evidence need not apply.
 - 5) The hearing shall be open to all Members of the Association, and to any representative of the Management Company, and to any relevant witnesses. Notification of the hearing does not need to be sent to all Members, but any Member shall be permitted to witness the hearing.
 - 6) The Board of Directors, upon conclusion of the hearing, shall vote to sustain or overturn the proposed sanction. A majority of those Directors present at the hearing shall determine the outcome of any vote.
- c. Minutes of the Hearing:
 - 1) The Secretary of the Board (or, if the Secretary is absent or is the alleged violator, some other Director selected by the President) shall record in writing the minutes of the hearing.
 - 2) Prior to the effectiveness of any sanction, proof of notice shall be placed in the minutes of the hearing. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered into the minutes by an officer or Director of the Board (or representative of the Management Company) who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing.
 - 3) The minutes of the hearing shall contain:
 - a) The date, time, and location of the hearing.
 - b) The names and addresses of each person present at the hearing.
 - c) The name of the alleged violator, the nature of the alleged violation including the date and location where it allegedly occurred, and the proposed sanction.

- d) Proof of notice as per Section V.C.2.c.2) above.
 - e) A summary of the proceedings and the discussions held.
 - f) The language of any motions made; the name of the Director who made the motion and the Director who seconded it; the results of the votes cast, aye or nay, by each Director present for each vote taken; and the sanction, if any, imposed, rescinded, sustained, or modified; and any other outcomes.
- 4) Copies of the minutes shall be approved by a majority vote of those Directors present at the hearing and then sent to the alleged violator (and the Dwelling Unit Owner, if different from the alleged violator), via first class U.S. Mail, not more than 15 days after the date of the hearing.

VI. ARCHITECTURAL REVIEW COMMITTEE

A. CHARTER

1. Architectural Review Committee Membership:
 - a. The Architectural Review Committee, appointed by the Board, shall comprise up to three members of the Board of Directors and up to two other Members of the Association who do not serve on the Board of Directors.
 - b. The Architectural Review Committee shall elect from among its members a chair who shall conduct committee meetings.
 - c. The Board of Directors may remove a member of the Architectural Review Committee without cause at any time upon a simple majority vote. The full Membership of the Association may remove a member of the Architectural Review Committee with or without cause upon a simple majority vote at a Special Meeting of the Association.
2. Committee Member Term: The Board shall appoint the members of the Committee at their first meeting after the Annual Meeting each year. The term of service of a member of the Architectural Review Committee shall last until the next Annual Meeting of the Association. Conflicts surrounding a committee member's ability to complete a full term, such as moving or illness, shall be resolved by the Board of Directors.
3. Powers and Purpose of the Committee: No modification, addition, or removal of any kind shall be made to either the material, colors, structure, or appearance of the exterior of any Dwelling Unit, which in this case shall include, but not necessarily be limited to, the walls, roofs, windows, doors, overhead garage doors, entrance ways, trim, and landscaping of each Dwelling Unit, without the *prior* written consent of the Architectural Review Committee (or, in the case of a successful appeal, the Board of Directors), in each instance.
4. Quorum and Manner of Action: A minimum of $\frac{2}{3}$ of all members of the Architectural Review Committee shall constitute a quorum for the transaction of Committee business. The vote cast by a simple majority of Committee members present at a meeting at which a quorum exists shall be the act of the Committee. A quorum will be broken by the withdrawal or departure of a Committee member from the meeting, if such withdrawal or departure results in the lack of a quorum.

B. PROCEDURES

1. Homeowner Request for Exterior Change: Requests for changes shall be made on the REQUEST FOR EXTERNAL CHANGE form (*See Appendix A, page A-1, at the end of these Rules and Regulations*). This form must be completely filled out, signed by the Homeowner (in the case of multiple Owners of a Lot, only ONE signature is required), and returned to the Management Company. Additional copies of this form are available free,

upon request to the Management Company. Tenants and other non-Owner Residents must act through the Homeowner and obtain the Homeowner's signature on the application.

2. Approval/Denial:

- a. Response to a REQUEST FOR EXTERNAL CHANGE shall be made by the Architectural Review Committee within 15 days of the date the form was received by the Management Company.
- b. The Committee will: approve as submitted, approve with conditions or modifications, deny (with reasons given), or table the application (pending submittal of requested modifications or additional information).
- c. The response shall be made in writing (including the date of the decision) on the DECISION ON HOMEOWNER'S APPLICATION TO MAKE CHANGES form (*See Appendix B, pages B-1—B-2, at the end of these Rules and Regulations*), and will be forwarded by the Committee to Management Company.
- d. The Management Company will then forward a copy of the DECISION form to the Homeowner.
- e. If approved, the DECISION form must be **signed by the Homeowner**, and a copy of the signed DECISION form must be returned to the Management Company **before work is begun and changes are made**.
- f. **Any approval shall expire 180 days from the approval date** unless "significant work" has begun on the proposed change. (The Architectural Review Committee shall determine what constitutes "significant work.") **The change must be completed within one year of the date of the approval**, after which the Association may elect to finish any part or all of the change, or to remove or alter the change and/or restore the Lot to its previous condition, and bill any costs incurred to the Homeowner.

3. Appeals and Re-application:

- a. Appeals:
 - 1) A Homeowner may appeal a decision of the Architectural Review Committee to the Board of Directors.
 - 2) Such appeal must be made, in writing, within 31 days of the date of the DECISION, and delivered to the Management Company via first class U.S. mail or some other method.
 - 3) The Board of Directors will consider the appeal at a regularly scheduled Board meeting within 62 days of the date that the Management Company receives the appeal.
 - 4) The Board may overturn, rescind, modify, or sustain an act of the Architectural Review Committee, by a vote cast by a simple majority of Board members present at a Board meeting at which a quorum of the Board exists.
- b. Re-application after Denial: A Homeowner whose Change Request is denied may not make re-application to the Architectural Review Committee for substantially the same request until after the next subsequent Annual Meeting of the Association and after the Board of Directors has appointed a new Architectural Review Committee (or re-appointed the same or some of the same committee members, as

the case may be) for the coming year. A Homeowner may make re-application at any time after his application is denied, if, in the determination of the Architectural Review Committee, the re-application is substantially different from the original application.

C. RECORDS

1. A copy of every REQUEST and DECISION form (with the Homeowner's signature, in the case of an approval) will be kept by the Management Company in the Association's permanent records.
2. The Architectural Review Committee shall provide records of all its other business and transactions to the Management Company, which shall be kept as permanent or long-term records of the Association.

VII. STRUCTURAL ALTERATIONS

A. PROHIBITED ALTERATIONS

1. Party Walls: No Dwelling Unit Owner shall make any interior or exterior alterations or repairs to a Dwelling Unit or Lot that would impair the structural soundness of any party walls or diminish the level of thermal and sound insulation between adjacent Dwelling Units.
2. Outside Walls: Absolutely no exterior modifications will be allowed without prior written approval of the Architectural Review Committee. Unauthorized exterior changes will be removed by the Management Company at the Owner's expense.
3. Structures: A Dwelling Unit Owner may not construct or place any outbuildings, accessory buildings, additions, decks, structures, pavements, or walks on or within the Lot or Dwelling Unit (except as an exact replacement of those originally installed) without the written approval of the Architectural Review Committee (where such construction is not expressly prohibited by the Declaration), unless such construction is permitted without approval elsewhere in these Rules and Regulations.
4. Exterior Attachments to Buildings: According to the *Offering Plan* ("Restrictions on Lot and Dwelling Unit Use," Section a., page 29), "No exterior radio or television antenna or window or wall air conditioning unit, may be installed, attached, or erected on a Dwelling Unit, except as originally installed...." The provisions of that section shall not limit or prohibit the installation or replacement of an exterior central air conditioning condensing unit or heat pump servicing a Dwelling Unit.
 - a. **Certain portions of this part of the *Offering Plan* appear to have been superseded by the Federal Telecommunications Act of 1996, which, in part, restricts homeowners' associations like ours from prohibiting certain communications devices like satellite dishes.** This Act affirms the right of all Americans to receive all legal types of radio and television transmissions broadcast over the public airwaves, but it also appears to permit homeowners' associations to regulate the use and location of such devices, as long as an installation location for them can be provided that permits the Resident to receive satellite broadcasts.
 - b. Homeowners wishing to take advantage of communication services other than our existing cable television service (currently Spectrum Cable), such as the newer, *smaller* satellite dishes (approximately 18" in diameter), shall consult with the Architectural Review Committee and **MUST** submit a REQUEST FOR EXTERNAL CHANGE (Variance Form) form to the Management Company well in advance of ordering such devices to be installed on their Lot or Dwelling Unit.
 - c. The Committee will strive to determine an installation location for such devices that permits the Resident to receive satellite television broadcasts, while maintaining the aesthetic integrity of the Development and preventing a visual or other annoyance to neighboring Residents.

B. CONDITIONALLY PERMITTED ALTERATIONS

The Declaration clearly states that no changes or alterations shall be made by a Lot Owner to the exterior of a Dwelling Unit without first securing written approval of the Architectural Review Committee (or, in the case of a successful appeal, of the Board of Directors). **All exterior changes and modifications** not prohibited by the *Offering Plan* **must first be approved in writing by the Architectural Review Committee**, or said modification will be removed by the Management Company at the Owner's expense. Any exterior changes or modifications expressly prohibited by the *Offering Plan* will be removed by the Management Company at the Owner's expense. Once an alteration is approved and installed, its maintenance, care, repair, and replacement shall be at the sole expense of the Lot Owner. Lot Owners are also responsible for obtaining and paying for necessary building or other permits or zoning approvals from the Town before proceeding with any approved modifications, and obtaining, when required by the Town, inspections or Certificates of Occupancy (or Certificates of Compliance) upon project completion.

1. Storm Doors: Storm doors shall be **full-height, clear safety glass with solid, medium- or dark-brown, metal stiles and frames**. Wood doors, and storm doors that are not full-height glass, are not permitted. The storm door may be of the type where the glass can be removed in warm weather and replaced with a full-height screen, but the glass must be replaced during cold weather and the winter months, and either the glass or the screen, but never both, must be properly installed in the storm door at all times. Broken or missing glass must be repaired or replaced promptly. A Dwelling Unit Owner may install a storm door meeting these specifications over his **front entry door**, **without prior written approval of the Architectural Review Committee**; other storm or screen doors at back or side doors require approval. Maintenance, repair, and replacement of storm doors are the sole responsibility of the individual Dwelling Unit Owner. If a storm door that does not meet these specifications is installed over a Dwelling Unit's front door, a warning letter will be sent to the Owner requiring him to remove the storm door. If the storm door is not removed within ten days of the date of the letter, it will be removed by the Management Company at the Owner's expense.
2. Awnings: A Dwelling Unit Owner may install a fabric awning over the Dwelling Unit's deck or patio area, in the permitted 16 feet rear landscape area of the rear yard of the Lot only, with prior written approval of the Architectural Review Committee. Such awnings shall be dark brown and white vertical striped canvas, with the stripes approximately 6" in width (unless some other pattern is approved by the Committee, and only if the Owner and the Committee cannot find an awning meeting these specifications available locally for purchase and installation).
3. Decks and Patios (*Refer to Section X.D., page 35, of these Rules and Regulations, for more information*):
 - a. A Dwelling Unit Owner shall be permitted to construct a patio, deck, or similar structure, in the rear yard of his Lot, provided that the same is connected to a rear wall of the Dwelling Unit and does not extend beyond a line which is parallel to the rear wall of the Dwelling Unit and 16 feet distance from at all points measured at right angles (16 feet is the perpendicular measurement from ANY back wall of the

Dwelling Unit). Deck or patio construction plans, **including proposed colors of all materials, finishes, paints, and stains**, MUST be submitted to the Architectural Review Committee for approval prior to the commencement of construction, modification, or preliminary earthwork. A Town building permit may also be required. *(See Section X.D.2., page 35)*

- b. Responsibility for the maintenance, care, replacement, powerwashing, periodic re-staining or re-painting, and restoration for such patio, deck, or similar facility shall be solely that of the Lot Owner. If the Lot Owner fails to care and maintain properly for such deck, patio, or similar construction, the Association, upon written notice to the Lot Owner, may undertake, no sooner than 31 days after written notice, to make such repairs or maintenance and charge the cost to the Lot Owner.
4. Exterior Lights:
- a. Homeowners wishing to install, remove, replace, or modify any exterior lights must first receive written approval from the Architectural Review Committee as to the number, placement, wattage and type of bulbs or lamps, and style thereof. The Architectural Review Committee reserves the right to select or determine the proper number of downward-shining exterior lights. Non-compliance will result in removal by the Management Company and restoration of surrounding construction to its prior appearance, all at the Dwelling Unit Owner's expense.
 - b. No exterior floodlights, except for permitted Christmas or other holiday decorations, are permitted.
5. Christmas (and Other Holiday) Lights and Decorations: Lot Owners may erect Christmas (or other holiday) lights and decorations on the exterior of their Dwelling Units and their yards, or within their windows, so long as such lights and decorations do not damage the construction of the exterior of the Dwelling Unit or the landscaping material such as shrubs and bushes. **Permission or approval from the Architectural Review Committee is not required.** Lights or other decorations that emit sounds or noise are not permitted, including, but not necessarily limited to, those with motors, pumps, or musical sound systems that can be heard on adjacent Lots or inside adjacent Dwelling Units. Lights and other decorations shall be erected no sooner than **31 days before the holiday** and shall be **removed** no later than **21 days after the holiday**, except in cases of extreme weather conditions. Failure to comply with these rules will result in removal of the lights or other decorations by the Management Company at the Lot Owner's expense, without prior warning.
6. Finished Basements:
- a. The State Building Code and Town regulations prohibit construction of a "Habitable Space" *(see "Definitions," Section I.B., page 3, of these Rules and Regulations)* in a below-finished-grade basement (ALL the basements in the Development are below-finished-grade) without an emergency egress (exit) to the exterior (such as a large window, "Bilco" door, or exterior stairway and door), in addition to the existing interior basement stairs.

- b. Owners considering a finished basement should first consult with the Town building department for specifics (including the requirement to obtain a building permit) before beginning construction on a finished basement.
 - c. Simply painting the interior block walls without finished drywall or finished ceilings is generally not considered a “finished” basement. Maintenance of the interior surface of the block walls of a basement is the sole responsibility of the Dwelling Unit Owner.
 - d. Any changes to the exterior of a Dwelling Unit as part of a finished basement will require prior written approval of the Architectural Review Committee in addition to fulfilling any requirements for Town building permits and inspections.
7. Automatic Underground Lawn Irrigation Sprinklers:
- a. Installation of automatic underground lawn irrigation sprinkler systems in New York State is required to have a reduced pressure backflow preventer.
 - b. A permit from the Monroe County Health Department is required. To obtain this permit, an engineering plan of the Lot configuration with the proposed location of the sprinkler heads and the backflow preventer, all signed and sealed by a Professional Engineer currently licensed to practice in New York State, must be submitted to the Monroe County Water Authority, who will forward it to the County Health Department for review and approval. Application is made by calling the Public Health Engineering Office of the Department’s Division of Environmental Health at (585) 753-5475 for the requested forms for the Cross Connection Control Program. Forms may also be obtained electronically by visiting the County Internet website, monroecounty.gov, then searching for Form “DOH-348, Application for Approval of Backflow Prevention Devices.”
 - c. A Town permit is also required. This is called an “Extension to the Plumbing Plan” permit. The permit obtained from the County Health Department, along with copies of the engineer-sealed plans that were submitted for it and a nominal fee, is required by the Town. The Town will inspect the installation upon completion, and possibly also during construction.
 - d. Review and approval by the Architectural Review Committee is also required prior to the start of any installation. In addition to submitting the completed and signed REQUEST FOR EXTERNAL CHANGE form, copies of the engineer-sealed plans submitted to the County and the Town, and copies of the County and Town permits, must be submitted to the Committee.
 - e. The irrigation sprinkler system and its operation must not interfere with the lawn care and maintenance process, considering the normal maintenance schedule and altered schedules due to weather, holidays, etc. The sprinkler system must be equipped with a rain sensing device that turns off the sprinklers if rainfall is detected. Any damage to lawn care equipment, lawns, landscaping, or surface (or underground) drainage due to improper function of the sprinkler devices is the responsibility of the Lot Owner. The installation and operation of the sprinkler system must respect the right of use of neighbors and passers-by to occupy and enjoy their yards and the private roadway. Water and spray shall not blow onto neighboring yards, decks, walks, building exteriors, and paved surfaces under any operating conditions of weather, water pressure, wind, equipment maintenance, etc.

The system must not operate in a manner that is considered a nuisance by other Residents. The system shall not operate between the hours of 10:00 a.m. and 4:00 p.m. Run-off from the system is not to flood or impair the usage of neighboring Lots by their Residents.

8. Satellite Dishes: *(See Section VII.A.4., page 26, above.)* Installation of satellite dishes requires written approval of the Architectural Review Committee.
9. Hot Tubs and Spas: Installation of hot tubs and spas requires written approval of the Architectural Review Committee. A Town building permit may also be required.
10. Window and Sliding Glass Door Replacement: Replacement windows and doors must match the style, colors, and appearance of the original windows installed in the Development. Written approval of the Architectural Review Committee is also required. Dwelling Unit Owners who are considered replacing any of their windows or doors shall consult with the Architectural Review Committee well in advance of ordering or purchasing the windows or doors. Reglazing or resealing existing windows does not require Committee approval.
11. Gas Fireplace Conversions: **Natural gas service is not available in the Development.** Homeowners wishing to convert their wood-burning fireplaces to gas-operated ones must install a small propane tank in the side or rear yard of their Lot. Written approval of the Architectural Review Committee is also required. Propane tank screening will be required. A Town building permit may also be required.
12. Sidewalks: Changes to the sidewalks that lead from the front entry steps of a Dwelling Unit to the driveway require Architectural Review Committee approval, including changes for handicapped accessibility. Resetting or replacement of pavers with the exact same materials in the exact same configuration is considered general maintenance and does not require prior approval.

VIII. NUISANCES

A. GENERAL

(Reference Declaration Article XII, Section 1.f., page D-33): *No nuisances shall be allowed in the Development, nor shall any use or practice be allowed which is the source of annoyance to residents of the Development or interferes with the peaceful possession and proper use of the Development by the Residents.* This includes excessive or continuous (15 minutes maximum) barking or whining of the pet anytime, day or night, loud music, pet odors, pet excrement, etc.

1. No immoral, improper, noxious, commercial, industrial, offensive, or unlawful use shall be permitted within the Development or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**There is no “common land” in Cambridge Court.
Homeowners should show respect for other people’s property.**

2. **Children and grandchildren of Residents should not play on neighbors’ property without prior permission.**

B. SOLICITING AND DOOR-TO-DOOR PEDDLING

Solicitation, door-to-door peddling, sales, and distribution of literature by ANYONE, Resident or not, are **prohibited** throughout the Development. (Minor children and grandchildren of Residents may make INFREQUENT requests to purchase Girl Scout cookies, Boy Scout popcorn, etc., to neighbors whom they already know. ☺)

IX. LANDSCAPING AND GROUNDS

A. PROHIBITED AND PERMITTED LANDSCAPING

1. The Declaration—in Article XI, Section 4 (page D-32)—unequivocally prohibits any planting or installation by an Owner (other than the Sponsor) of any trees, bushes, shrubs, gardens, or other plantings in a Unit's front or side yard. Since the prohibited landscaping does not apply to rear yards of Units, landscaping in a Unit's rear yard appears to be within the Board's authority.
2. An Owner may plant, hang, erect, or place any kind of landscaping (flowers, plants, shrubs, trees, etc., including statuary and other ornaments) in the rear yard, **within 16 feet of the rear wall** of the Dwelling Unit (16 feet is the perpendicular measurement from ANY back wall of the Dwelling Unit) **without prior approval** from the Architectural Review Committee. Such landscaping shall not cause damage to the exterior of any Dwelling Unit, nor restrict the ability of the Association to maintain the buildings and grounds, nor cause an annoyance or nuisance to neighboring Residents.
3. An Owner wishing to plant landscaping or make other changes to the rear yard of the Unit **farther than 16 feet from the rear wall** of the Dwelling Unit (16 feet is the perpendicular measurement from ANY back wall of the Dwelling Unit) **must first obtain written approval** from the Architectural Review Committee.
4. Homeowners whose property lies on the perimeter of Cambridge Court (i.e. backing up to the County Clare subdivision, Fellows Road and Whitney Road) may plant flowers or similar plants along their rear property line as long as they do not restrict the mowing of the rear yards and other required Association property maintenance. The Association is not responsible for any damage to these plantings done during the mowing process.
5. Once installed, maintenance, upkeep, and replacement of the landscaping will be the responsibility of the Lot Owner (or subsequent Owner). If the landscaping is not maintained, the Lot Owner will be sent written notice detailing what landscaping maintenance is required. If the Lot Owner does not perform the required maintenance within 15 days, it will be removed by the Management Company and the land area where the landscaping was located will be returned to lawn area, all at the Owner's expense.

B. STRESSED, DYING, OR DEAD TREES, SHRUBS, AND PLANTS IN FRONT AND SIDE YARDS

If a tree, shrub, or plant in a front or side yard that was originally installed by the Sponsor (or was replaced by the Association) is stressed, dying, or dead and/or requires replacement, the Lot Owner should notify the Management Company, who will then inspect the planting and determine the proper course of action. If replacement is required, the Lot Owner may *suggest* a preferred plant

type for replacement. The final decision for replacement and plant type will be made by the Management Company, in consultation with the Board of Directors.

C. PET DAMAGE AND OTHER NEGLIGENCE

Plants or lawns that are damaged by an Owner's pet or other negligence will be repaired or replaced at the Owner's expense. Pet owners are allowed to walk their animals on a leash along the private roadway within the Cambridge Court development, avoiding other homeowners' property. *(See Section XV.A.1. page 42 of these Rules and Regulations.)*

D. LAWN MOWING

Each year, the Association contracts to have our lawns mowed (along with seasonal cleanups and raking at the beginning of the Spring and the end of the Fall). Outdoor lawn furniture and children's toys must be put away when not in use, to help keep mowing and seasonal cleanup costs down. Hoses and lawn sprinklers shall be neatly stored off the lawns when not in use.

E. FLOWERS AND GARDEN ORNAMENTS

1. No flowers, decorations or other landscaping of any kind shall be planted in or placed on the ground in the front or side yard of any Lot in the Development unless authorized by a Variance.
2. Statuary, birdbaths and other garden ornaments are permitted only in the rear yards within the 16 feet permitted landscaping area.
3. Decoration of front entry porches of Dwelling Units is permitted as long as the result is tasteful and inoffensive. If, in the opinion of the Landscape Committee, a sufficient number of complaints are received regarding the decoration of a porch, the Landscape Committee will recommend to the full Board of Directors that the Owner be directed to remove the offending material. Failure to do so may result in removal by the Management Company and a possible fine.

F. BARBECUES AND GRILLS

Barbecues and grills shall be stored only in the rear yard on a deck or patio, or within the permitted 16-foot privacy landscape area, or in the garage. Barbecues and grills shall not be stored in the front yard, side yard, or driveway of any Lot, except when they are actually being used or cooling down after use. Once cooled down, they must be relocated to a permitted location. Barbecues and grills shall not be operated within a garage at any time, even in the Winter. **Exercise extreme caution** when operating a barbecue or grill on a wood deck to prevent an accidental fire or damage to the deck or house from the heat and grease from the grill.

X. FENCES AND DECKS

A. ORIGINAL PRIVACY FENCES

The rear yard privacy fences on the common Lot boundaries that were originally installed by the Sponsor are the responsibility of the Association and will be periodically power washed, sealed with the Association's standard color, and, as required, repaired or replaced.

B. FENCES IN FRONT AND SIDE YARDS

Fences in front and side yards are not permitted.

C. FENCES IN REAR YARDS

1. The privacy fence originally installed by the Sponsor may be extended by the Homeowner along the common Lot boundary line to a distance no more than 16 feet from the rear wall of the Dwelling Unit.
2. The Lot Owner shall be permitted to enclose a portion of his rear yard (privacy area) with a fence.
 - a. The Lot Owner must obtain written permission from the Architectural Review Committee prior to constructing, erecting, expanding, or modifying a rear yard fence.
 - b. Any portion of the fence enclosing the privacy area shall not be constructed nor extended beyond a line that is parallel to the rear wall of the Dwelling Unit and 16 feet distance therefrom at all points measured at right angles (16 feet is the perpendicular measurement from ANY back wall of the Dwelling Unit). The privacy fence originally installed by the Sponsor may be utilized as a part of enclosing such a privacy area.
 - c. After construction, the Association shall not be responsible for any maintenance within the privacy area, nor for the repair or maintenance of the fence enclosing the privacy area, including that portion of the Lot Owner's side of the original privacy fence within the enclosure. The cost of such repair and maintenance shall be the sole responsibility of the Dwelling Unit Owner.
 - d. If the fence or the privacy area within it is not maintained, the Lot Owner will be sent written notice detailing what maintenance is required. If the Lot Owner does not perform the required maintenance within 31 days, the Management Company will perform the work, all at the Owner's expense.
3. Fences extended or erected by a Dwelling Unit Owner shall be of the same height (shorter heights may also be considered for approval), material, construction, quality, stain color, and design as the original privacy fence.

D. MAINTENANCE OF FENCES AND DECKS

1. Privacy fences originally installed by the Sponsor on Lot lines in the rear yards of Lots are the responsibility of the Association, and will be repaired and maintained on a periodic basis as necessary, including, but not necessarily limited to, powerwashing and sealing with the Association's standard color. If a privacy fence originally installed by the Sponsor is partly or wholly enclosed by a fence enclosure installed by a Lot Owner (or a previous Lot Owner), then that portion of the privacy fence enclosed by the additional fence enclosure must be maintained by the Lot Owner.
2. Wood decks, railings, stairs, trim, and fence extensions installed by a Lot Owner (or a previous Lot Owner) shall be stained in the Association's standard stain specification, which is **Benjamin Moore Arborcoat Solid Stain, "Rabbit Brown."** Benjamin Moore stains are available at Hadlock's Paint across from Pittsford Plaza or Rte. 96 near Rte. 251 between Eastview Mall and Victor, or at Mayer's Hardware at Winton and Blossom Roads in Rochester. Homeowners wishing to use a product other than the Benjamin Moore Arborcoat may be permitted to use a different product, but it must be solid stain and it must be the exact color match to the defined standard specifications. Homeowners constructing new decks of manufactured or composite wood products (TREX and similar materials) may receive a waiver of the standard stain specification, by proposing an alternative color to the Architectural Review Committee. Prior to any changes in the construction or color of a deck or fence, written approval must be granted by the Architectural Review Committee. Changes to a deck without Committee approval will be repaired or returned to their prior condition to the satisfaction of the Management Company and any costs will be billed to the Lot Owner. *(Refer to Section VII.B.3., pages 27-28 of these Rules and Regulations, for additional information.)*
3. All decks and fences not originally installed by the Sponsor shall be periodically power-washed, cleaned, and treated with a preservative sealer by the Lot Owner. The Association and/or the Management Company will periodically inspect and evaluate all the decks and fences in the Development to determine if they are in proper condition.
 - a. If maintenance or repairs are required, the Management Company will notify the Owner in writing describing the necessary maintenance and repairs.
 - b. **The Owner will have 31 days from the date of the notice to maintain or repair the deck or fence himself; if the work is not completed in 31 days, then the Management Company will have the work done and bill all costs to the Unit Owner.**
4. Regular deck maintenance and upkeep shall include cleaning and repair of the entire deck area including debris under the deck (including leaves and litter), the steps, latticework, and railings, as well as keeping decks neat and orderly, keeping the deck surface free of dirt, leaves, and litter, and periodic staining of all deck surfaces in the Association's standard deck color. The area beneath a deck is not a storage area; nothing shall be kept or hidden beneath a deck at any time.

XI. PARKING, DRIVING, AND SNOWPLOWING

A. NO PARKING ON THE PRIVATE ROADWAY

1. **Parking ANYWHERE on Cambridge Court's private roadway is prohibited**, based on a determination of the Town Fire Marshal. The private roadway is a **designated fire and emergency lane**; it is not wide enough to accommodate parked cars and allow the passage of emergency vehicles at the same time. Due to the seriousness of this situation, this rule will be strictly enforced.
2. Illegally parked vehicles are subject to ticketing by the Monroe County Sheriff or towing, **both without prior warning**, at the vehicle owner's expense. They are also subject to Association fines, **without prior warning**, against the Dwelling Unit Owner responsible for the illegally parked vehicle.

B. RIGHT OF INGRESS AND EGRESS

Access to and from all properties by emergency vehicles, service vehicles, and Residents (and their guests and invitees) must be maintained 24/7.

C. SPEED LIMIT

The posted speed limit throughout the Development is **15 m.p.h.** *Please drive slowly and attentively throughout the Development.*

D. GUEST PARKING AREAS

1. Cambridge Court has two guest parking areas. These parking areas are intended for **guest use only** on a **temporary basis only**. *Residents shall not park their vehicles in the guest parking areas.* Of course, Residents can use these spots on a temporary basis, for example, when their driveway is being sealed or repaired, they are moving in or out, or their garage door is being repaired or replaced.
2. No vehicle shall be parked in the guest parking areas for longer than 72 consecutive hours without prior permission of the Management Company or the Board of Directors. *Moving a vehicle from one visitor parking space or lot to another does not restart the 72-hour period.*

E. PARKING IN DRIVEWAYS

1. Individual Lot driveways (the blacktop area between the front of each garage and the private roadway) are specifically reserved for the use of the Resident of the Dwelling Unit to which the garage is attached.
2. Parked vehicles shall not protrude into the private roadway, and parking or driving on lawns is not permitted.
3. Parked vehicles protruding into the private roadway or parked on lawns, whether wholly or in part, will be subject to fines against the Lot Owner, or towing, or both.
4. Unlicensed or unregistered vehicles shall not be parked anywhere in the Development except in a Dwelling Unit's enclosed garage.
5. Homeowners who consistently drive on the lawn when entering or leaving their driveway will be charged for repairing their lawn.

F. SNOWPLOWING

The snowplow crews will report to the Development and plow when 3" or more of snow has fallen on Cambridge Court. **Driveways will not be plowed if there is a car in the driveway;** Residents who want their driveways plowed must put their cars in the garage. (The Association does not normally salt the private roadway or driveways.) Notify the Management Company to report any lawn damage or other damage caused by the snowplow contractor.

XII. REFUSE

A. TIME AND METHOD FOR GARBAGE PICK-UP

1. **No earlier than 8:00 p.m. or dusk**, whichever comes first, on the evening immediately preceding the (scheduled) collection day of such materials, each Dwelling Unit Owner (or Resident) shall place refuse materials in a black plastic trash bag (**GARBAGE CANS ARE NOT PERMITTED**), securely tied, outside the Dwelling Unit on or near the end of the driveway along the private roadway for pick-up by the collection service.
2. The current trash and recyclables pick-up day is normally **Monday** of each week. For Memorial Day, Labor Day, and when certain major holidays (e.g. New Year's Day, Independence Day, Christmas Day) fall on a Monday, the pick-up day is Tuesday. If certain major holidays fall on a Sunday, check with the Management Company to determine whether pick-up will be on Monday or Tuesday that week.

B. RECYCLABLES PICK-UP

1. **All Residents are encouraged to recycle permitted items.** Contact the Town, or Waste Management of NY—Rochester at (800) 333-6590, to determine what items are recyclable and how the “blue bins” should be packed. Recyclables shall be left in “blue bins” next to the plastic trash bags at the end of Residents’ driveways along the private roadway.
2. Residents who do not have a “blue bin” can obtain one **free** from the Town at the main reception desk of the Town Hall, 1350 Turk Hill Road.
3. Set-out and pick-up policies, days, and times for recyclables are the same as for regular trash. **Please return your “blue bin” to your house or garage promptly after your recycling is picked up.**

C. WINTER CONDITIONS

During the winter months, Residents shall place trash and recyclables for pick-up in such a manner that the snowplowing contractor has clear access to driveways and the common private roadway. This is especially important if snowfall is expected the night before pick-up.

D. STORAGE OF TRASH AND LITTERING

1. No front, side, or rear yard of any Lot shall be used or maintained for the storage of containers or trash, garden trimmings, or other debris, or for the dumping of trash or other garbage. All trash and recyclables shall be stored in a clean and sanitary condition in an

appropriate container or receptacle within the Dwelling Unit, or its garage, pending collection until the evening before the scheduled pick-up day.

2. **Littering anywhere within the Development is prohibited.** If you see some litter, pick it up and dispose of it properly.

E. REFUSE BESIDES ORDINARY HOUSEHOLD TRASH AND RECYCLABLES

1. Only **ordinary household trash** and **recyclables** are picked up each week by the Association's trash and recyclables haulers.
2. **Other refuse and garbage will not be picked up by the waste hauler** if left at the end of a driveway.
 - a. Residents can make special arrangements directly with the Association's trash hauler, currently Youngblood Disposal, telephone (585) 254-7081, or with some other trash hauler of the Resident's choosing for pick-up of large items such as furniture, carpet remnants, construction debris, etc. **Payment for such special pick-ups shall be made by the Dwelling Unit Owner directly to the trash hauler.** Alternately, permits to use Waste Management's High Acres Sanitary Landfill on Perinton Parkway, off Macedon Center Rd. (Rt. 31F), for drop-off of residential non-ordinary trash may be obtained from the Town in the Town Clerk's Office at the Town Hall; a nominal fee may apply. These permits are available to Town residents as a benefit to hosting the landfill in our Town.
 - b. **Hazardous Materials:** Once a year, usually a Saturday in the Spring, the Town sponsors a hazardous materials drop-off day. Residents needing to dispose of hazardous materials (**paint, leftover driveway sealer, chemicals, pressure-treated wood, bio-wastes, asbestos, flammable liquids, and explosives**) can schedule a drop-off with the Town Department of Public Works for that day and take the materials to the Highway Garage for collection and proper disposal by the Town. Call the Department of Public Works directly to determine when their next Hazardous Materials Drop-off Day is scheduled, to make an appointment for drop-off, or to determine their exact drop-off policies; or check the Town website, www.perinton.org, under "Current Events."

F. DUMPSTERS

Residents who are performing remodeling work or who are clearing large quantities of debris from a Dwelling Unit may wish to locate a large-scale Dumpster temporarily on their Lot for collection of debris. Such Dumpsters must be located on the driveway of the Lot and shall not remain within the Development for longer than seven days. Permission from the Management Company or the Association is not required. Damage caused by the Dumpster, its arrival or departure, or from loading the Dumpster, is the responsibility of the Lot Owner.

XIII. SIGNS AND FLAGS

A. SIGNS

1. No Dwelling Unit Owner, Resident, or other person shall post any sign, advertisement, or poster of any kind on the exterior of any Dwelling Unit, or within the front, side, or rear yard of any Lot, or in any window of the Dwelling Unit, except ONE home security sign, which shall not exceed 30" in height above the ground.
2. Sale of a Dwelling Unit:
 - a. **Real estate "For Sale" signs are expressly prohibited throughout the Development.**
 - b. Only TWO temporary real estate directional "Open House" signs may be posted at the entrance to Cambridge Court at Fellows Road (those of the first two brokers or Sellers who call the Management Company or the Board President to request permission) and only ONE temporary "Open House" sign may be displayed on the front lawn of the House for sale. All temporary "Open House" signs may only be displayed during the actual hours the Dwelling Unit is open for inspection.
3. Contractors, remodelers, and similar workers who are performing work within the Development, whether for the Association or an individual Dwelling Unit Owner, shall not post or erect signs, banners, or "sandwich-board" A-frames advertising their services.
4. Contractors hired by the Association to fertilize or spread or apply other landscaping chemicals and similar products may post small (12" high maximum) signs or flags in the ground at various intervals throughout the Development to advise Residents that chemicals have been applied recently. Such signs or flags must be posted on the day the treatment is applied and must be removed within two days.

B. FLAGS

1. Flags, bunting, and banners of any kind shall not be displayed, hung, or posted on the exterior of any Dwelling Unit, or within the front, side, or rear yard of any Lot, or in any window of the Dwelling Unit, except ONE U.S. flag per Lot. **Residents are encouraged to show their patriotism by displaying the U.S. Flag on their Lot.**
2. Because floodlights are not allowed, **nighttime illumination of U.S. flags is not permitted** within the Development; therefore, common U.S. flag etiquette dictates that they be taken down at dusk each day.

XIV. GARAGE/PUBLIC SALES AND AUCTIONS

A. INDIVIDUAL SALES

Individual garage sales, yard sales, tag sales, public auctions, estate sales, household sales, and public sales of household furnishings are **prohibited** on Cambridge Court. Without warning, **immediate termination** of the sale or a **fine** (*See Section XV.A.8., page 44 of these Rules and Regulations*), or both, will be levied against any Homeowner who violates this regulation.

B. NEIGHBORHOOD GARAGE SALES

1. A **neighborhood garage sale**, during which ANY and ALL Dwelling Unit Owners may, each host a garage sale open to the public, may be permitted upon written request **by approval of the Board of Directors**, no more often than **one day per calendar year**.
2. Only Association Members (not renters, tenants, or non-Owner Residents) may initiate a request to the Board of Directors for such an event.
3. **Restrictions:** If the event is approved by the Board of Directors:
 - a. **Parking will not be permitted along the private roadway.**
 - b. No portion of the sale will be permitted to be held before 9:00 a.m. or after 5:00 p.m., and the event may only be scheduled for **one** day.
 - c. The sale may only be held between the dates of **May 1** and **September 30**.
4. Prior to organizing or advertising the sale, the Association Member wishing to coordinate the event must submit to the Management Company a **written organizational plan** including, but not necessarily limited to:
 - a. Date and hours of operation.
 - b. Names, addresses, and volunteer job assignments of Residents who have agreed to help staff the event with the Association Member who will be organizing the event.
 - c. A parking plan, a plan to keep sale customers from parking on the private roadway or lawns, an emergency access plan, a plan to allow each Resident to access their cars to and from the private roadway while keeping customers' cars from parking illegally, a plan to notify **all** Dwelling Unit Owners and other Residents **in writing** about the planned event if it is approved, and any other information requested by the Board of Directors.
5. Application to the Board of Directors must be made no fewer than **14 days** before a **scheduled** Board meeting, and the event date must be scheduled for no fewer than **31 days** after the Board meeting at which the application is heard, to give Association Members and other Residents plenty of time to receive notice about the event. If the application is denied, a new or modified request for approval must follow the same schedule.

XV. FINES

A. FINE SCHEDULE

The following details the system for imposing monetary fines for violations of these Rules and Regulations. This does not attempt to cover violations of all Rules and Regulations, but only those that have demonstrated to be consistently problematic and to represent the most significant threats to the Development, our property values, and quality of life on Cambridge Court.

1. Lawn Damage:
 - a. The Dwelling Unit Owner is responsible for repair of lawn damage due to:
 - 1) Motor vehicles driven alongside driveways or any other lawn area.
 - 2) Pet damage from digging or excrement.
 - 3) Any other lawn damage caused by the Dwelling Unit Owner, or his guests or tenants.
 - b. Within ten days of written notice by the Association to the Dwelling Unit Owner detailing the lawn damage, the Owner shall correct the problem to the satisfaction of the Management Company. If the Owner does not correct the problem within ten days, the repair of all such damage shall be arranged by the Association and/or the Management Company and assessed to the Owner at actual cost, plus a **\$35.00 fine**.
2. Pets
 - a. Leashes
 - 1) (Reference Declaration, Article XII, Section 1.j., page D-34): *“No pets shall be maintained in any Dwelling Unit or on any Lot 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 portion of the Development.*
 - 2) Pet owners walking their pets shall keep them leashed and under their control at all times. Pets shall not be left alone outside secured to a leash or chain for longer than 15 minutes at a time. Pets shall not be left outside unsecured.
 - 3) Pet owners are allowed to walk their animals on a leash along the private roadway in the Cambridge Court Development avoiding other homeowners’ property.
 - 4) Dwelling Unit Owners are responsible for the pets of their tenants, guests, and invitees.
 - 5) Fine: One warning letter issued, after which a **\$35.00 fine** will be assessed for each occurrence.
 - b. Pet Excrement
 - 1) Pet owners are required to remove their pet’s excrement ***immediately*** from all areas, including the homeowner’s own Lot, and place it in a plastic bag. Place trash in a closed container and store it inside the garage or the Dwelling Unit until it can be put out with the trash according to regular

pickup policies.

- 2) Fine: One warning letter issued, after which a **\$50.00 fine** will be assessed for each occurrence.

3. Parking

- a. (Reference Declaration, Article XII, Section 1.o., pages D-35—D-36): “*No person shall park a vehicle or otherwise obstruct any other Dwelling Unit Owner’s use of ingress or egress to any garage, driveway, or parking space, nor may any vehicle be parked on the private road...*” at any time.
- b. Parking by Dwelling Unit Owners, non-owner Residents, and tenants is allowed only in the Dwelling Unit Owner’s driveway or garage (or, when prior permission is granted, in a neighbor’s driveway), not in the Guest Parking Areas.
- c. Parking on any portion of lawns and landscaping is prohibited throughout the Development.
- d. Parking on or along Cambridge Court’s private roadway is ***prohibited*** based on a determination of the Town Fire Marshal that the roadway is a *designated fire lane* and is not wide enough to accommodate parked cars and allow passage of emergency vehicles at the same time.
- e. **Illegally parked cars along the private roadway are subject to ticketing by the Monroe County Sheriff’s Department and/or towing at the Unit Owner’s expense with no prior notice.**
- f. Guest parking is allowed only in the Unit Owner’s driveway and in the two designated guest parking areas.
- g. Other vehicles: No house, utility, boat, or other trailer; mobile home; camper; commercial delivery or service truck; tractor-trailer; motor home; or boat may be parked for more than 72 hours anywhere within the Development.
- h. No vehicle storage or parking shall be permitted in the front, side, or rear yard of any Lot.
- i. Unlicensed Vehicles and Unregistered Vehicles: **No unlicensed and/or unregistered vehicles shall be parked or stored anywhere in the Development except in a Dwelling Unit Owner’s enclosed garage.**
- j. Fines and Sanctions
 - 1) Any parking violation in guest parking areas, in parking aprons/driveways, or on lawns will be subject to fines ***and/or towing by the Association and/or ticketing by the Sheriff.***
 - 2) Fine: Violations of any of the parking rules, whether or not accompanied by ticketing or towing, will result in an **automatic fine of \$35.00** per vehicle per occurrence, ***without warning or prior notice.*** Every 24 hours shall constitute a separate occurrence.
 - 3) Parking violations by guests will be assessed to the Resident.

4. Clothes Lines

- a. (Reference Declaration, Article XII, Section 1.q., page D-36): “*There shall be no exterior clothes lines for the purpose of hanging garments, rugs, or clothing on any of the Lots in the Development.*” This shall include hanging of any of the

- aforementioned items or laundry or towels on decks, railings, privacy fences, and other fences.
- b. Fine: One warning letter issued, after which a **\$35.00 fine** will be assessed for each occurrence. Every 72 hours shall constitute a separate occurrence.
5. Trash
- a. (Reference Declaration, Article XII, Section 1.k., page D-34): *“Not sooner than 8:00 p.m. or dusk whichever comes first on the evening immediately preceding the collection day of such materials, each Dwelling Unit Owner [or Resident] shall place such materials wrapped in a plastic trash bag, securely tied, outside the Dwelling Unit in an accessible place for pick-up by the collection service.”*
- b. Fines:
- 1) Trash left outside prior to the permitted time or in non-permitted containers will result in one warning letter issued, after which a **\$25.00 fine** will be assessed for each occurrence.
 - 2) Preparation: Improperly packaged trash and recyclables that result in spillage and require cleanup will be charged back to the Dwelling Unit Owner at actual cost, plus the Dwelling Unit Owner will be assessed a **\$25.00 fine** per occurrence *without warning*.
6. Exterior Lights
- a. Fine: Written notice will be sent to Dwelling Unit Owners with garage lights that are inoperable, have burned out bulbs, or are not automatically lit from dusk to dawn each night.
- b. The Owner will have ten days from the date of the notice to restore the light to operation, after which the Association will arrange for repair of the light and/or photocell unit and bill the Dwelling Unit Owner for actual cost, plus a **\$35.00 fine**.
7. Nuisances
- a. (Reference Declaration, Article XII, Section 1.f., page D-33): *“No nuisances shall be allowed in the Development, nor shall any use or practice be allowed which is the source of annoyance to Residents of the Development or interferes with the peaceful possession and proper use of the Development by the Residents.”*
- b. **There are no “common areas” or “common lands” within the Development. Residents shall show respect for other people’s property.**
- c. This includes excessive or continuous (more than 15 minutes) barking or whining of pets at any time of day or night, loud music, pet odors, pet excrement, etc.
- d. Fine: One warning letter issued, after which a **\$35.00 fine** will be assessed for each occurrence.
8. Individual Garage/Public Sales and Auctions: **Individual** garage sales, yard sales, tag sales, public auctions, estate sales, household sales, and public sales of household furnishings are ***prohibited*** on Cambridge Court. Without warning, **immediate termination** of the sale or a **fine of \$100.00** per day, or both, will be levied against any Homeowner who violates this regulation. (*See Section XIV, page 41 of these Rules and Regulations.*)

APPENDIX (Blank Forms)

Appendix A: Request for External Change

Appendix B: Decision on Homeowner's Application to Make Changes

Appendix C: Homeowner Information and Emergency Contact

Appendix D: Vacancy Notification

Appendix E: Certificate of Compliance

APPENDIX A

REQUEST FOR EXTERNAL CHANGE

Date: _____ , 20____

Name: _____

Address: # _____ Cambridge Court

Homeowner's Mailing Address (if different): _____

Phone: (_____) _____ — _____ **Email (optional):** _____

Description of Proposal for Exterior Change: _____

Diagram of Change: *(Add additional sheets or information, if necessary)*

Signature of Homeowner: _____

Forward this Request, along with any supplemental information, to the Management Company.

APPENDIX B

DECISION ON HOMEOWNER'S APPLICATION TO MAKE CHANGES

Dear _____ :

On _____ , 20____ , the Architectural Review Committee met and considered the changes you requested to your townhouse and/or property at _____ Cambridge Court.

Your **REQUEST FOR EXTERNAL CHANGE** to _____
_____, a copy of which is attached to this Decision, was:

(check one)

_____ **APPROVED** (subject to the following conditions, if any are checked below:)

_____ Homeowner is responsible for maintaining the changes/improvements and the Association will not be responsible for maintenance of the changes/improvements, subject to the Rules and Regulations of the Association for changes.

_____ Homeowner shall obtain additional personal insurance coverage to cover any liability relating to the use, construction, maintenance, etc., of the improvement/change and the Association will not be liable for any injury or damages caused by or related to the change/improvement.

_____ The change/improvement shall not interfere with the Association's maintenance of the building exteriors and grounds, and if it does interfere with the ability of the Association to maintain the Development, the Homeowner will be individually responsible for maintaining any area of property that the Association cannot maintain because of the change/improvement. If the Homeowner fails to maintain such area or property, the Association will provide such maintenance and assign payment for such costs for such maintenance entirely to the Homeowner.

_____ Homeowner must obtain any Town or other agency approvals, permits, and inspections regarding zoning or use, if necessary. Homeowner will, upon request, provide copies of such permits or inspections to the Management Company.

_____ Other: _____

_____ **REJECTED** because _____

_____ **TABLED** because the following information was lacking. Please re-submit with
the following additional information: _____

Signed,

Architectural Review Committee Members: _____

Architectural Review Committee Chair: _____

* * * * *

**Construction on the Change/Improvement shall not begin until the Homeowner signs below
and returns the original, signed copy of this Decision Form to the Management Company:**

I, the Homeowner of # _____ Cambridge Court, agree to the conditions enumerated above:

Signature: _____

Printed Name: _____

Date: _____

APPENDIX C

HOMEOWNER INFORMATION AND EMERGENCY CONTACT

All Owners are required to complete this form and return it to the Management Company

NAME(s): _____

CAMBRIDGE COURT ADDRESS: # _____ CAMBRIDGE COURT

MAILING ADDRESS: (*check one*) _____ (same)

_____ (if different, fill in below)

TELEPHONE: (_____) _____ — _____

Do you want the Association to list your telephone number on the Directory of Owners and Residents distributed to all Association Members and Residents? (*check one*)

_____ YES _____ NO, list my telephone number as 'private' in the directory

EMAIL (optional): _____

EMERGENCY CONTACT INFORMATION:

Name: _____ Telephone: (_____) _____ — _____

* * * * *

TENANT INFORMATION (complete below only if Owner is not occupant of the house):

Name(s): _____

Tenant's Telephone: (_____) _____ — _____ EMAIL (optional): _____

APPENDIX D

VACANCY NOTIFICATION

If a Dwelling Unit will be vacant for more than 21 days, **the Owner must provide the Management Company with notice of vacancy**, the dates the Unit will be vacant, and a mailing address and telephone number where the Owner can be reached while the Unit is vacant.

NAME(s): _____

CAMBRIDGE COURT ADDRESS: # _____ CAMBRIDGE COURT

VACANCY NOTIFICATION:

My house will be vacant on the following dates:

Beginning: _____

Ending (if applicable): _____

While my house is vacant, I can be reached at: _____

While my house is vacant, please send any correspondence from the Association to me at:

(*check one*) _____ My Cambridge Court address

_____ The following address:

Please contact the following person **who is local in the Rochester area** if an emergency arises and access to my house is required:

Name: _____ Telephone: (_____) _____ — _____

APPENDIX E



111 Marsh Road
Pittsford, New York 14534

**CAMBRIDGE COURT HOMEOWNERS' ASSOCIATION, INC.
CERTIFICATE OF COMPLIANCE**

The exterior of the townhouse unit at ____ **Cambridge Court** has been inspected and notice is hereby given that the premises *are/are not* in compliance with all the Rules and Regulations which pertain to architectural controls as defined in the Declaration of Covenants, Conditions, and Restrictions of Cambridge Court Homeowners' Association, Inc.

Pursuant to authority granted in the Association documents, the following architectural control variances have been granted with respect to the premises:

The purchasers are hereby advised that responsibility for maintenance of said improvements shall be transferred to them (him/her) at the time they (he/she) obtain title to the premises:

In addition, the following items are in need of maintenance by the owner (if none, state "*none*");

CAMBRIDGE COURT HOMEOWNERS' ASSOCIATION, INC.

By: _____
David Corea

Title: Property Manager

Dated: _____