

SUMNOL HOMEOWNERS' ASSOCIATION (SHA)
Webster, New York

HANDBOOK FOR HOMEOWNERS / RESIDENTS

Revised April 2015

TABLE OF CONTENTS

GENERAL INFORMATION 5

INTRODUCTION..... 6

DEFINITIONS 6

ASSOCIATION AND HOMEOWNER MAINTENANCE RESPONSIBILITIES 7

TOWNHOME INSURANCE COVERAGE AND CLAIMS..... 8

MONTHLY ASSOCIATION FEES..... 9

PETS..... 9

EXTERIOR BUILDING/LANDSCAPE CHANGES..... 10

PARKING/MOTOR VEHICLES 12

RENTAL OF TOWNHOUSE UNITS 13

USE OF A TOWNHOME 14

TRASH/RECYCLABLE STORAGE AND REMOVAL 15

SIGNS..... 15

SOLICITING..... 15

HOLIDAY DECORATIONS..... 16

GARAGE SALES 17

ENFORCEMENT..... 17

APPENDIX A -- BUILDING MAINTENANCE..... 18

APPENDIX B -- GROUNDS MAINTENANCE..... 20

APPENDIX C – VARIANCE REQUEST FORM..... 21

GENERAL INFORMATION

Emergency Phone Numbers

Fire	911
Webster Police	911
Police (administrative only)	872-1212

Other Phone Numbers

Sumnol Homeownerø Association	248-3840
Dog Warden	872-1212
Suburban Disposal	352-3900

To request maintenance, pay assessments, or to answer your questions, please contact the Sumnol Office.

Sumnol Homeownersø Association
c/o Crofton Perdue Associates, Inc.
111 marsh Road, Suite 1
Pittsford, New York 14534
248-3840

Or send an e-mail message to: info@croftoninc.com

Emergency-only service from Sumnol is available for evenings, weekends, and holidays @ 248-3840.

The homeowners of Sumnol advocate a law-abiding, harmonious lifestyle. Diligent adherence to the Rules & Regulations described in this Handbook helps to maintain a peaceful living style for all residents.

INTRODUCTION

This Handbook describes the responsibilities of each member of the SUMNOL HOMEOWNERS ASSOCIATION. This document is a supplement to the provisions of the Declaration and By-Laws relating to the rights, privileges, and duties of the homeowners, and sets the penalties for violation of such duties.

Where the rules and regulations in this Handbook are more restrictive than the Declaration and By-Laws, these rules and regulations will govern. Otherwise, in the case of any inconsistency between this document and the Declaration and By-Laws, the Declaration and By-Laws will govern.

DEFINITIONS

- **Association** ó Sumnol Homeowners Association (SHA); all Sumnol Homeowners (also referred to as the Association).
- **Board of Directors** ó The Board of Directors of the Association as elected by the Association.
- **Homeowner** ó a resident or non-resident owner of a townhome (also referred to as a townhouse or unit).
- **Lot** ó the plot of land under and behind each townhome that extends twelve (12) feet out from the rear of the home over the width of the rear of the townhome; and, for units built prior to 1982 on South Estate Drive, the enclosed patio area.
- **Property** ó the townhomes, lots, and common areas affected by the Declaration.
- **Declaration** ó the Declaration of Covenants, Conditions, and Restrictions, and all its Amendments, affecting the property recorded in the Monroe County Clerk's Office.
- **Common area/ground** ó the area outside a townhome, garage, and patio. However, each homeowner has exclusive use of his/her driveway.

ASSOCIATION AND HOMEOWNER MAINTENANCE RESPONSIBILITIES

For tables summarizing this information, refer to Appendices A and B.

- The Association is responsible for maintaining and repairing the exterior of all homes, and maintaining, replacing, and caring for roofs, gutters, downspouts, and exterior building surfaces. The Association is also responsible for maintaining and repairing all walkways, driveways, and private roadways.
- The Association is responsible for maintaining and repairing the landscape, and replacing it when applicable. This includes mowing, fertilizing, insect control, reseeding, trimming, and mulching. The Association is not responsible for watering the lawns and gardens. Homeowners/residents are strongly encouraged to water lawns and plants.
- The Association is responsible for providing snow removal. Homeowners/residents are responsible for shoveling directly in front of their garages. The contractor will plow as close to the garage as possible. If conditions require de-icing of sidewalks or individual driveways, this is the homeowner's responsibility. **Use calcium chloride on any concrete surfaces. Rock salt ruins (pits) concrete.**
- The Association is responsible for the exterior maintenance and replacement of garage overhead doors. Homeowners are responsible for the repair and replacement of any hardware and electric door openers.
- The Association is responsible for the maintenance, repair, and replacement (if necessary) of the garage pedestrian door. Homeowners are responsible for all other doors, including any sliding glass doors, front doors and front door sidelights.
- The Association is responsible for providing collection of trash and recyclables. Homeowners need to notify the trash company when oversized items are to be picked up (for example: appliances, furniture, hot water heater, etc.). Homeowners should call at least three days before pickup is needed. There may be an additional charge to the homeowners.
- Homeowners are solely responsible to maintain and repair the interior of their townhomes. This includes, but is not limited to, the repair and maintenance of all interior painting, plumbing, electrical, heating, central air conditioning, appliances, attic power vent motor and fan, window units (frame and glass), **basement walls and foundations**, storm doors, storm windows, screens, sump pump, heat pump, the patio area, and outside light bulbs (patio, garage, lamp post).
- Homeowners are solely responsible for cleaning furnace and fireplace chimneys periodically to maintain safe operation.

- Homeowners are solely responsible for repairing any damage done to a building, common area, driveway, etc., by homeowners, tenants, or guests. Repairs should be taken care of promptly. The Association has the right to make any necessary repairs and bill the homeowner.

TOWNHOME INSURANCE COVERAGE AND CLAIMS

Background

The Association carries casualty insurance to cover repair of damage to the interior of townhomes from certain defined perils. Each homeowner is responsible for procuring at his/her expense, homeowner's insurance for liability, personal property, and unit upgrades as desired. There is a standard insurance form applicable to condominium and townhouse developments. Each homeowner is advised to investigate its applicability to his/her needs, and to consider the usefulness of an Improvements & Betterments rider.

Claim Procedure

If a unit sustains damage as a result of a covered peril, the homeowner should call the Association within 24 hours (935-5050). The Association will make a report and/or inspect the reported damage. A claim will be submitted to the insurance carrier on behalf of the Association.

Procedure for Submitting a Claim

1. The homeowner must promptly report all leaks and other damage to the Association.
2. The Association and/or its insurance carrier must inspect damage to the interior structure before repairs are made, and the method of determining the size of the claim must be agreed to before commitment is made to make the interior repairs.
3. An inspection may be required on completion of interior repairs to satisfy insurance company concerns regarding subsequent claims for the same damage.
4. If the damage has superficial visual impact only, the Association will not submit a claim nor be responsible for the interior repair.
5. When the interior damage is a result of an exterior covered peril, such as ice damming or windstorm, the Association will pay the deductible. When the damage is the result of an interior covered peril, such as a burst water pipe or kitchen fire, the homeowner will pay the deductible.

MONTHLY ASSOCIATION FEES

- All monthly association payments are due the first day of each calendar month. Payments received after the 10th day of each calendar month will be subject to late charge. Two months of non-payment will cause a lien to be placed on the townhome, and the Board of Directors, as provided in the By-Laws, may suspend the voting rights and privileges of the homeowner. The Board may deny a variance requests from a homeowner with a delinquent account. If a lien is placed on a dwelling or collection action taken, the individual homeowner will be responsible for any legal and administrative costs incurred.
- Unexpected or extraordinary circumstances may require a Special Assessment.

PETS

Dogs, cats, and other pets can present a sanitation problem, can permanently damage shrubbery and landscaping, can be a potential danger to children and adults, and can cause deterioration of community relations. To protect your investment in our community, your pets' welfare, and preserve community relations, **PLEASE** follow these rules:

- Only dogs, cats, and other household pets are permitted in a townhome. The number of dogs permitted per household is **limited** to two (2).
- **The breeding of pets is strictly prohibited.**
- Any dog causing a nuisance or an unreasonable disturbance will be subject to the Town of Webster Dog Ordinance. Frequent violators will receive written notice to remove such pets from the premises within 3 days.
- All dogs must be restrained at all times by the use of a hand-held leash. **No dog may be left unattended in any common area.**
- **Staking out or fencing in of any pet in common areas is prohibited.**
- Outdoor feeding or sheltering of any pet is prohibited.
- **Pet owners are solely responsible to control and immediately clean up after their pets.** This includes cleaning up after pets when walking **ANYWHERE** in the entire Summit Knolls subdivision. Any cost to clean up and/or repair damage, resulting from failure to comply with this rule, will be assessed to the homeowner.

EXTERIOR BUILDING/LANDSCAPE CHANGES

- **The homeowner must not make any exterior changes, modifications, alterations, or additions to the townhome or landscape unless a Variance Request Form (VRF) with detailed specifications has been submitted to, and approved in writing by, the Board of Directors. (See Appendix C for a sample form.) This includes, but is not limited to, storm/screen doors, decks, and window or door replacements.**

Awnings are allowed over your sliding glass or French door, but must be white aluminum and pre-approved by the Board of Directors.

- If any change is made that does not conform to this Handbook, the Declaration, or the architectural design of the townhouse or common area, the owner will be responsible for the removal within a reasonable time. Failure to comply will result in removal by the Association at the homeowner's expense. For your added protection, we recommend that you hire only contractors with proper insurance.
- Any landscaping changes or additions in common areas approved by the Board of Directors become the property of the Association.
- The following items/changes **are** permitted without a variance request, but are subject to inspection and approval by the Association:
 - Thermometers attached to entryways or outside windows as long as no damage is caused to the exterior of the unit.
 - Door knockers and small viewers in front doors as long as the knockers can be removed when the doors are painted.
 - Newspaper boxes of the approved design (black or white rectangular plastic as sold by Gannett; to be attached to the front of the townhome, 42 inches above the front porch landing, next to the front door). Note that units on South Estate built before 1982 are exempt.
 - Lamp posts of the approved design and installed according to approved guidelines. (Contact the Association for details.)
 - Brackets for displaying the American Flag may be attached to the front door frame or entryway when possible. **No other kinds of flags are permitted.** Flag hardware must be made of rustproof material. The recommended size for American flags is 3 feet by 5 feet but should not exceed 5 feet by 8 feet.

EXTERIOR BUILDING/LANDSCAPE CHANGES . continued

Variance Request Procedure

Any exterior change, modification, alteration, or addition requires prior Board approval except for the items listed in the previous paragraph.

1. Submit a completed **Variance Request Form** (VRF) to the Association. The form must be accurately completed and signed by the **owner** of the unit. Supplemental information may be required based on the complexity of the request.

For example: a deck requires plans, including dimensions of the deck and its placement in relation to the unit and neighboring units. (Note: The deck cannot be attached to the unit.)

A sample form is included (Appendix C). For additional forms, please contact the Association or a member of the Board of Directors.

2. The Board of Directors will review the request. If the Board needs additional information, the Board will contact the homeowner.
3. The Board of Directors has 30 days from the date of receipt of the **completed** VRF to render a decision. The Board will not review an incomplete VRF until all requested information has been received.
4. The standard scheduling for Board meetings is the third Wednesday of each month. During this meeting, any variances will be reviewed, and approved or rejected.
5. Any homeowner with a pending variance will receive written notification of the Board's decision following the meeting.

Landscaping

- Planting of flowers is permitted in the landscaped bed areas.
- Flowerpots are permitted in driveways by garages.
- Shepherd's poles with one or two hooks are allowed in the shrub bed or not in the lawn.

Front Stoops

- Patio furniture and decorative items are permitted on the front stoops between May 1 and November 1. It is important that the stoop be cleared of all items by November 1 for snow removal.
- Hanging flowerpots are allowed as long as **hooks are not inserted into vinyl soffits or vinyl siding.**

EXTERIOR BUILDING/LANDSCAPE CHANGES . continued

The following restrictions apply:

- No lawn ornaments or any other decorative objects may be placed in the flowerbeds or on common lawn areas. These items are a hazard to maintenance contractors or landscapers working in or around the beds and represent a liability to the Association.
- No artificial flowers (plastic, wooden, or silk) may be placed in common areas.
- No birdfeeders are permitted in common areas, lawns, or shrub beds. Bird-seed germinates additional weeds, attracts rodents too close to homes; and destroys grass. Birdfeeders are permitted along the forever-wild perimeter of the property.
- **No window air conditioners are permitted. (A fine of \$25/day will be assessed commencing from date of notice received.)**
- No screening of garages is permitted.
- No clotheslines are permitted, except in fenced-in patios where they are not visible from the common areas.
- Baby carriages, strollers, bicycles, skateboards, portable sports equipment, or the like, must not be left unattended in driveways, sidewalks, roadways, or on any common areas. Bicycle riding is not permitted on any lawn.

PARKING/MOTOR VEHICLES

Violation of the parking regulations may lead to towing of the offending vehicle, with the charges assessed to the homeowner. Homeowners are responsible for their guest/visitor vehicles.

- Each homeowner has exclusive use of his/her garage and the driveway immediately in front of the garage for parking.
- **Parking in a designated area marked off as “Fire Lane” is prohibited and can result in the police ticketing the vehicle.** This includes all of Wycliff Drive main road and any of the small drives leading off Wycliff and South Estate. Any resident can call the police department when the “Fire Lane” parking rule is violated.
- Parking spaces at the end of private drives off Wycliff and South Estate are for **visitors and other temporary parking needs only**. Residents should be using their driveways and garages. Overflow parking is available on South Estate Drive (except from November to April when parking is not permitted between midnight and 7 a.m.)
- Vehicles must not obstruct any access to driveways or roadways at any time.

PARKING/MOTOR VEHICLES . continued

- Unregistered vehicles, boats, snowmobiles, and the like must be stored inside the garage. Storage of such vehicles in the common areas, including driveways, is prohibited.
- Campers, Recreational Vehicles (RVs), mobile homes, and the like are prohibited. They may be temporarily parked to load and unload for any 24-hour period.
- Major repairing of any vehicle is not permitted in any common area, including driveways.
- **No parking is permitted on any lawns.**
- Any vehicles leaking oil, antifreeze, etc. must be parked in the garage or off the premises until it has been repaired. Cleanup and repairs are the responsibility of the Homeowner.
- The speed limit is 15 mph on private roadways. All residents are asked to remind family members and their guests to drive slowly and carefully.
- Unlicensed motor vehicles (other than those used in the course of common area maintenance) are not to be operated anywhere on the property at any time. This specifically includes snowmobiles, mini-bikes, and the like.

Winter Parking

Visitor parking spaces at the ends of South Estate and Wycliff Drive are "**NO PARKING**" areas from November 1 through April 1. These areas must remain open to accommodate the plowing contractor and for excessive snow storage. Homeowners and their visitors who continue to park in these areas and in other "**NO PARKING**" areas will receive a final warning with an orange sticker on their windshields. The next time, the vehicle will be towed and stored at the driver's expense by **Ricci's Towing** at **385-3083**.

Parking is illegal on South Estate Drive during winter months from midnight to 7 a.m. The Webster Police will ticket cars parked on South Estate Drive during these hours.

RENTAL OF TOWNHOUSE UNITS

- Each townhouse owner has the right to rent, lease, mortgage, or convey his/her unit for **single family occupancy**.
- No portion of a townhouse, other than the entire townhouse, may be rented.
- Association assessments are the personal obligation of the owner of record for the unit.
- All homeowners must provide their tenants with the Sunnol Homeowners Handbook. The homeowner is responsible if a renter fails to adhere to the Handbook regulations.
- The homeowner is responsible for any charge due to damages caused by negligence of the tenant or his/her guests.

USE OF A TOWNHOME

- The townhome must be used for single family residential purposes only, in conformance with the uses set forth in the Declaration.
- No townhome may be used for transient, hotel, or motel purposes.
- No industry, business, trade, occupation, or profession of any kind can be conducted, maintained, or permitted in any townhouse or on any lot.
- No willful or negligent activities are allowed, which may be or become an annoyance or nuisance to other townhome owners/occupants.
- No noxious or offensive activity is allowed in any townhouse, or in the common areas.
- Townhouse owners must not cause or permit any unusual or objectionable noise or odors to be produced in or emanate from their units.
- No activities are permitted in any townhome or common area, which would impair the structural integrity of any building or structurally change any building.
- No flammable, combustible, or explosive fluid, material, chemical, or substance is permitted in a townhome at any time, whether brought into the home by an owner, occupant, agent, employee, licensee, or visitor.
- Nothing is permitted in any townhome or common area that would (1) increase the insurance rate for any building or its contents, (2) cause cancellation of the insurance covering any building or its contents, or (3) violate any laws.

TRASH/RECYCLABLE STORAGE AND REMOVAL

- All rubbish and recyclables must be stored in the homeowner's/resident's garage.
- We recommend the use of metal or polyethylene waste containers with covers that close securely.
- Trash containers should not be placed in the driveway before 5:00 p.m. the day before the pick-up.
- Containers must be returned to the garage on the same day of pickup.
- Helpful Hints:
 - Mark your address on your Blue Box and trash containers.
 - Use common sense:
 - Pack your recyclables securely in the Blue Box to prevent them from blowing around the neighborhood. (If your Blue Box has a cover, please use it.)
 - If you see any newspapers or other recyclables lying around, please pick them up! It's your neighborhood!

SIGNS

Signs advertising the sale, rent, or lease of your townhome are allowed on the property (For Sale, For Rent, or For Lease). These signs must not exceed five (5) square feet. Place signs only on the front lawn of the townhome.

Other advertising signs are not permitted.

SOLICITING

No soliciting is allowed without the prior written consent of the Association. Soliciting does not include activities of candidates for public office.

HOLIDAY DECORATIONS

- Temporary exterior decorations for the various holidays may be displayed, provided that:
 - All decorations are removed within two weeks following the holiday.
 - All exterior decorations must be attached with either gutter clips or magnetic tape.
Homeowners may not use nails or anything else that will damage the vinyl siding or aluminum trim.
- December holiday decorations may be put up as long as nails and hooks are not inserted into vinyl siding or trim. All holiday decorations must be removed by January 15. Any decorations remaining after that date will be removed by the Association at the homeowner's expense.

GARAGE SALES

- Individual garage sale, yard sale, porch sale, or similar types of sales are **NOT** permitted.
- For the annual Association-sponsored garage sales, no permission is required.

ENFORCEMENT

Good relations are better served and maintained through cooperation rather than the use of fines and legal recourse, but it is unfair to allow residents to be adversely affected by the unreasonable actions of others. The Board must act in a timely manner using fines and other legal recourse as required.

Any Homeowner may register a violation by writing or calling the Association which, through the Board, will oversee compliance of the Covenants & Restrictions and of the Rules & Regulations according to the following procedure:

1. Board writes a letter to the responsible homeowner explaining the complaint and requesting correction.
2. One or more Board members will visit the resident or responsible Homeowner to discuss the violation and seek a resolution to the matter. If no resolution is reached during the informal visit, the resident or responsible Homeowner will be requested to attend a Board meeting.
3. Fine is levied at \$25/day.

Penalties for violations of the Covenants & Restrictions and of the Rules & Regulations by tenants, guests, or visitors of a Homeowner will be assessed to the Homeowner.

Any fine or payment postmarked after the 15th day of the month following its assessment will be assessed a \$15 late fee for each month overdue. Any Homeowner delinquent for two months may be issued a 10-day notice to lien. If payment or contact is not made with the Manager within 10 days, a lien against the property may be filed with the County of Monroe. In the event a lien is placed on a dwelling unit or if collection action is taken, legal and other costs incurred by the Association will be the responsibility of the Homeowner.

Appendix A -- BUILDING MAINTENANCE

Items	Responsibility	
	Association	Homeowner
Foundation		All
Window Well Repair	All	
Window Well Covers		All
Basement Waterproofing		All
Heating/Cooling Heat Pumps		All system components
Basement Concrete Floor		All
Basement Windows		All
Garage Concrete Floor		All
Garage Pedestrian & OH Door	All	
Garage Door Hardware & Electric Opener		All
Front & Rear Doors	Exterior painting only	Repair & replace
Sliding Doors		All
Screen and Storm Doors		All
All Door Locks		All
Roofs	All	
Chimney & Cap	All	Chimney Cleaning
Fireplace ó Internals		All
Siding ó Exterior & Trim	All	
Window Frames		All
Glass Surfaces/Window Panes		All
Gutters & Downspouts	All	
Patio Concrete		All
Patio Decks -		All
Balcony Decks	All	
Patio Fences (not privacy)		All

SHA Handbook

Items	Responsibility	
	Association	Homeowner
Foundation		All
Privacy Fences	All	
Steps from Sliding Glass Door		All
Front Stoops	All	
Paint/Stain ó Exterior	All	
Paint/Stain ó Interior		All
Awnings		All
Sump Pumps		All
Interior Plumbing (incl. hose bib)		All
Interior Electric		All
Exterior Light Fixtures (attached to unit)		All
Exterior Post Lamps		
Homeowner installed		All
Builder Installed	All	
Pest Control	All exterior	All interior

Appendix B -- GROUNDS MAINTENANCE

Items	Responsibility		
	Association	Homeowner	Town of Webster
Driveways	All		
Sidewalks	All		
Road, South Estate Drive			All
Road, Wycliff Dr. and private extensions of Wycliff and South Estate Drives	All		
Snow Removal	All	Front of Garage	
Storm Water Sewer, Sanitary Sewer, Water Service Laterals	All		
Storm Water Sewer System			All
Water Mains			All
Water lines, Pipes, Drainage Facilities, Conduit, Public Utility Lines (exterior)	All those owned by the Assn. and for which the Utility Co. or other entities are not responsible.		
Mailboxes (Individual)	All		
Mailboxes (Cluster)			Post Office
Fire Hydrants			All
Lawn Care, including mowing, seeding and edging	All	Enclosed Patio Area	
Trees, Shrubs & landscaping in common area	All	Flowers & Bulbs planted by owner	
Deck/Patio Area (12 ft. from foundation) Plantings		All	
Lawn Watering		All	
Cable and Satellite Service		All	

SHA Handbook

VARIANCE REQUEST

SUMNOL HOMEOWNERS ASSOCIATION
c/o Crofton Perdue Associates, Inc.
111 Marsh Rd., Suite 1
Pittsford, NY 14534

To: BOARD OF MANAGERS

From: Owner Name _____

Address _____

Phone _____

I/WE hereby request approval for the following exterior or common area modification/variance.
(Please be explicit.)

Description:

(SKETCH, DRAWING or PICTURE MUST BE PROVIDED WITH THIS VARIANCE.)

Reason for request:

Anticipated Starting and Completion Dates:

BOARD OF DIRECTORS: (Please check one)

_____ Approved _____ Approved with conditions _____ Not Approved

Comments: _____

Date

Signature

NOTE: Preliminary response will be provided within 30 days of receipt of this request. Final approval is contingent upon review of the completed work. IT IS THE HOMEOWNER'S RESPONSIBILITY TO PROVIDE WRITTEN NOTIFICATION OF COMPLETION OF THE PROJECT ON OR BEFORE THE ABOVE SPECIFIED COMPLETION DATE. Final approval is to be within 30 days following notification of completion.

Date _____

Owner's Signature _____