

USE OF PROPERTY

From Clover Estates Declaration

ARTICLE VI

ALTERATION OF UNITS AND USE OF PROPERTY

Section 1. Alteration to Improvements. Once initially constructed improvements have been completed on a Lot, no exterior alteration, addition or modification to these improvements, including landscaping, may be made by an owner or his successor without first obtaining the prior written approval of the Board of Directors which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration.

Section 2. Advertising and Signs. Except for signs erected by or with the permission of the Declarant in connection with the initial development, lease, or sale of Lots, no signs, including "For Sale" signs, or other advertising device of any nature shall be placed for display to the public on any Lot or other portion of the Property.

Section 3. Plantings, Screening and Fences. Any plantings, fence enclosures, or walls initially developed on a Lot or other portion of the Property shall not be removed or replaced with other than a similar type of planting, fence, or wall except with the permission of the Board of Directors or the Architectural Committee if one has been appointed. Except for the foregoing, no fence, wall, or planting, outside of the foundation of the home, of any kind shall be planted, installed, or erected upon a lot or other portion of the Property unless approved by the Board of Directors or the Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall, or planting shall be maintained so as to obstruct sight lines for vehicular traffic or adjacent Unit Owners.

Section 4. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, wood piles, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors. All such trash shall be kept within the garage or the owner's home. Trash containers may be placed in the open within 12 hours of a scheduled pick-up, at such place designated by the Board of Directors or the Architectural Committee so as to provide access to persons making such pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property.

Section 5. No Above Surface Utilities Without Approval. Except for electric transformers and connecting terminals, no facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary, and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the Property without the prior written approval of the Board of Directors or the Architectural Committee.

Section 6. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a

nuisance or annoyance in the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to (i) be detrimental to or endanger the public health, safety, comfort, or welfare, (ii) be injurious to property, vegetation, or animals, (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance, or code.

Section 7. Pets. No animals, birds or fowl shall be kept or maintained on any part of the Property other than dogs, cats, and pet birds (except parrots) in reasonable numbers as pets for pleasure and use of the Owner only (not for renters or guests) and not for any commercial use or purpose. All animals shall be kept on a leash and must not become a nuisance to other residents by barking or other acts. All animals shall be vaccinated and licensed in accordance with current County ordinances. Any animal causing or creating a nuisance or unreasonable disturbance, or that habitually is without being on a leash, shall be permanently removed from the Property upon three (3) days written notice from the Board of Directors. It shall be the responsibility of each and every Owner of an animal which is kept and maintained on any part of the Property to promptly pick up and properly dispose of that Owner's animal's feces.

Section 8. Pet Containment Systems. No Owner of a Lot in the Property shall be permitted to install any type of pet containment system, invisible pet containment device or any other electronic animal containment system without first receiving the prior written approval of the Board of Directors of the Association. In the event of such approval, the provisions of Section 7 hereof shall remain in effect, except for animals being kept on a leash.

Section 9. Dwelling in Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction, or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property except with the consent of the Board of Directors.

Section 10. Television and Radio Antennas. No outside television or radio antennas, nor any satellite dish or disc, shall be erected on any Lot or other portion of the Property except with the consent of the Board of Directors or the Architectural Committee.

Section 11. Residential Use Only. Except as provided in Section 12 below, the Property shall be used only for residential purposes and purposes incidental and accessory thereto except that so long as the Declarant holds for sale any Lot or dwelling on the Property, the Declarant may use one or more Lots or other portions of the Property for model homes and/or a real estate office.

Section 12. Commercial and Professional Activity on Property. No wholesale or retail business, including any salon, studio, laboratory, home industry, or medical or dental office, shall be conducted in or on any Lot or other portion of the Property, except (i) by the Declarant in conjunction with the initial construction, development, lease and sale of Lots and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

Section 13. Outside Storage. Outside storage or parking of all motor vehicles, including cars, trucks, camper bodies, boats, and trailers, shall be prohibited except as may be otherwise permitted by the Association's Board of Directors, (unless prohibited altogether by the applicable zoning requirements). With the exception of motor vehicles owned by visitors or guests temporarily parked in driveways or designated parking areas for visits, all motor vehicles shall be parked in the garages. The Board of Directors shall have the right to tow vehicles at the Owner's expense.

Section 14. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Declarant, no work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property, except with the consent of the Board of Directors.

Section 15. Oversized, Commercial, of Unlicensed Vehicles. Unless used in connection with the construction or sale of Units by the Declarant, or maintenance of the Property, or unless otherwise consented to by the Board of Directors, the following shall not be permitted to remain overnight on the Property:

- (a) commercial vehicles of a weight of one and a half (1-1/2) tons or more
- (b) unlicensed motor vehicles of any type.

Section 16. Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Directors or the Architectural Committee.

Section 17. Swimming Pools. No inground or above ground swimming pool shall be permitted anywhere on the Property. Hot tubs or similar type structures are not permitted on the Property without the prior approval of the Board of Directors.

Section 18. Mailboxes. Mailboxes shall be replaced or repaired only at the direction of and under the supervision of the Board of Directors of the Association. A Unit Owner may make a request for a repair or a replacement to his mailbox and such repair or replacement shall be promptly undertaken by the Board of Directors of the Association and the charge for such repair or replacement shall be submitted to and be the responsibility of the Unit Owner. If not paid, such charge shall become a lien against an individual Unit Owner's lot.

Section 19. Garage Doors. Except when entering or exiting a garage, a Unit Owner shall keep the garage door closed at all times.

Section 20. Underground Irrigation Systems. No owner of a Lot in the Property shall be permitted to install any type of underground irrigation system without first receiving the prior written approval of the Board of Directors of the Association.

Section 21. Window Grilles. No owner of a Lot in the Property shall replace, remove or otherwise modify the originally installed window grilles in a Unit.

ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall, storm or screen doors, mail box, or other structure of any type shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration to a Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, exterior color and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

FINES

- a. The Board of Directors may levy reasonable fines against a Member for any violation of these Bylaws; the Declaration of Covenants, Conditions, and Restrictions; the Rules and Regulations; or the laws of the State of New York, committed by such Member or any occupant of the Unit owned by the Member.
- (i) **Notice and Hearing:** In the event of a violation as herein defined, the Association shall provide the Member written notice of said violation. The Member shall be given a reasonable opportunity, under the circumstances, to correct the violation or, if a first-time and unintentional offense, to assure the Board to the latter's satisfaction that the violation will not be repeated. The Member shall be entitled, upon request, to a hearing before the Board of Directors or any designated committee to contest the violation and/or fine. At such hearing, the Member shall have the right to be represented by legal counsel and to have a reasonable amount of time to produce any statement, evidence, and witnesses on his or her behalf. The minutes of the hearing shall contain a written statement of the results of the hearing and the fine, if any, that is imposed. The Association is not required to provide such notice and opportunity to be heard for recurring or continuing violations unless no fewer than three (3) months have passed from the time of the previous violation.
 - (ii) **Continuing Violations:** In the case of a continuing or persistent violation: 1) Each day the violation continues after written notice thereof shall be deemed a separate and distinct violation and, hence, subject to a separate daily fine, up to a maximum of thirty (30) daily fines per violation; and 2) The Board may require the Member to post a bond or other form of security in order to ensure future compliance. For any such violation that cannot be cured immediately, no further fines shall be levied after such time as the Member begins a good-faith cure of same.
 - (iii) **Lien Against Unit:** Any such fine shall constitute a personal obligation of the Member, as well as a lien upon the unit, which lien may be foreclosed in the same manner as a lien for unpaid community association common area charges pursuant to New York State Law.
 - (iv) **Fees and Costs:** The Member shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.
 - (v) **Crediting Payments:** The Association shall apply all partial payments by the Member to the Member's outstanding balance in the following order:
 - Attorney's fees and costs;
 - Late fees and interest;
 - Fines;
 - Special assessments; and
 - Regular assessments, with payment being applied to the oldest balance first.

No partial payments will waive the Association's right to pursue full payment and/or enforce its Bylaws, Declaration, and Rules and Regulations.