

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***

September 2026

*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*  
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*September 2025*  
*September 2026*

Re-Issued: *July 2007*  
*January 2018*  
*September 2024*  
*September 2026*



## 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. 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 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 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.

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 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. 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.

UNIT: See “Dwelling Unit.”

## II. DESCRIPTION OF CAMBRIDGE COURT

**Cambridge Court**, a townhouse Development comprising of 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”), Monroe County Water Authority, and Communications Utilities 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 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](http://www.croftoninc.com)

Email [info@croftoninc.com](mailto:info@croftoninc.com)

### III. HOMEOWNERS' ASSOCIATION

#### A. RESPONSIBILITIES

The **Homeowners' 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; 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; payment of the electric and water bills and sprinkler system maintenance costs; 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. Flashings, gutters, leaders, and downspouts, and the connection of downspouts to the underground storm water management piping system.
  - c. 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, and all other exterior building surfaces (except lighting fixtures; glass surfaces; windows and window frames; skylights; window mullions, 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).
  - d. 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.

- e. **Exterior** portions of building foundation walls and basement walls.
  - f. 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.
  - g. Exterior caulk and related weatherproofing.
  - h. Exterior hose bibbs (excluding those located inside a garage).
  - i. 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,” 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 treatments.
  - 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.
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.)*
- 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 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.
22. Preparing and mailing, by November 30th 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. Posting the minutes of the Annual Meeting as soon as completed on the Homeowners Page on Crofton's website.
25. Posting the Annual Financial Audit as soon as completed on the Homeowners Page on Crofton's website. Homeowners may request a copy of the audit be sent to them by contacting Crofton directly.
26. Providing a welcome 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* 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.
- d. For information on the details of the Association's Master Insurance Policy, call the Management Company.

## 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, window screens, rear and side doors, fogged windows, 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.
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 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. 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. 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.
8. 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. and IX.E.)*
9. 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.
10. 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.**
11. 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 or a Board member.
12. 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.

13. 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.
14. 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.**
15. 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.
16. 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.
17. 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 – Certificate of Compliance)

## **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 60 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.

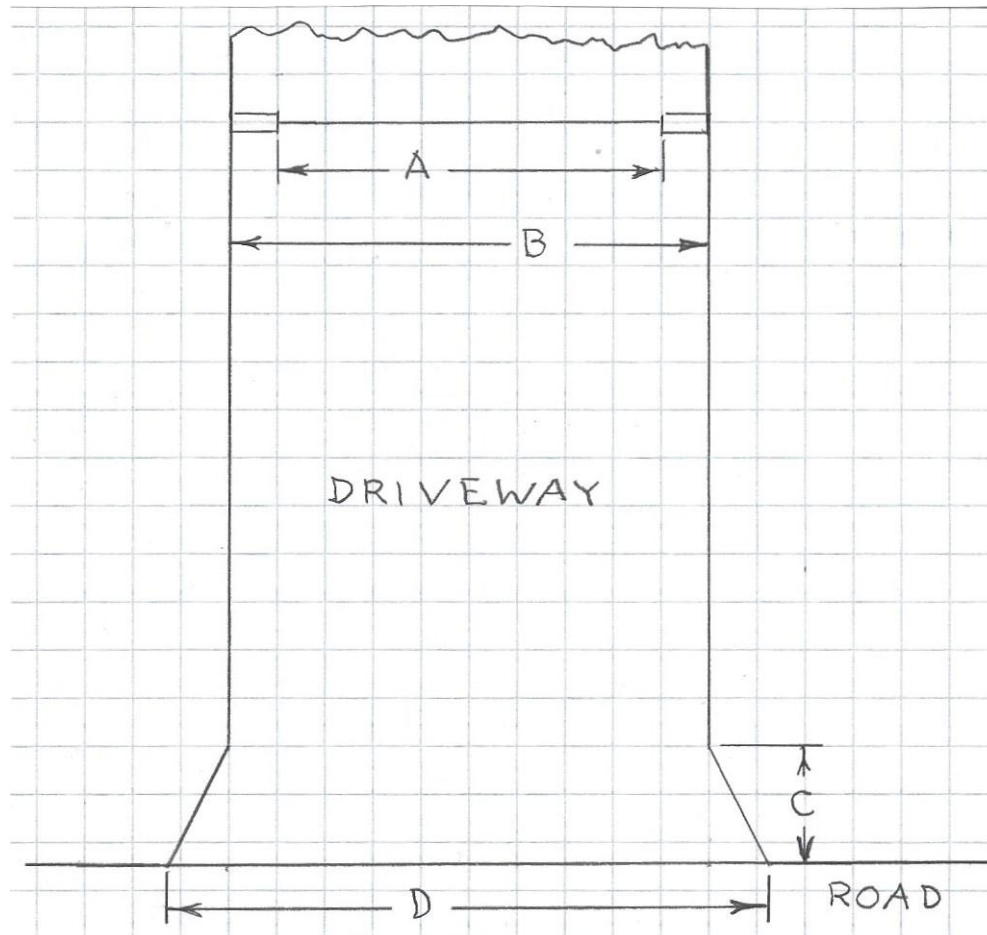
2. The specifications of the **replacement** overhead door are as follows:
  - a. Door specification:
    1. Manufacturer: Wayne Dalton.
    2. Panels: All solid, 16 x 20-3/8, raised, 7 across x 4 high.
    3. Color: Oxford Brown.
    4. Panels and color shall match those on House Nos. 2, 4, and 6 exactly.
  - 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. DRIVEWAYS

The repair, periodic repaving, replacement, and maintenance of private driveways (and gravel subbase) that serve an individual Dwelling Unit is the homeowner's responsibility. The Association and/or the Management Company will periodically inspect all the driveways in and

notify the Homeowner of the results. The homeowner will promptly (within 60 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.

Replacement of the homeowner's driveway requires a variance from the Architectural Review Committee and must conform to the following standards:



1. Driveway Width
  - Minimum: Equal to the width of the garage door opening (A)
  - Maximum: Equal to the outside dimension of the garage structure (B)
2. Roadway Flare
  - Width of the driveway at the road (D) is to be 5 feet wider than the main part of the drive, 2-1/2 feet on each side, providing it does not encroach on an adjacent property.
  - The flare should begin 5 feet from the roadway (C).
3. Homeowner's Responsibility
  - The homeowner is responsible for assuring that the driveway does not encroach on an adjacent property and that all required permits, inspections and approvals are obtained.

- Approval of the Request for External Change (Variance Request) by the Association does not in any way relieve the homeowner of this responsibility nor obligate the Association in any way.

#### **D. LAWN DAMAGE**

1. The Dwelling Unit Owner is responsible for paying for repair of lawn damage due to:
  - Motor vehicles driven alongside driveways or any other lawn area.
  - Pet damage from digging or excrement.
  - Any other lawn damage caused by the Dwelling Unit Owner, his guests or tenants.
2. 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 Management Company and assessed to the Owner at actual cost, plus a **\$50.00 fine**.

#### **E. FRONT ENTRY SIDEWALKS**

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 to keep clear of ice and snow.

#### **F. 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 \$50.00** 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 the 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 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.
2. ***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.***
3. 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**

### **1. Notice:**

- a. In the event a rule or restriction contained in the Declaration or By-Laws is allegedly violated, the Board of Directors shall serve the Unit Owner with written notice sent by U.S. First Class Mail 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 violation, the proposed sanction, or both, by notifying the Management Company within 15 days of the date of the written notice that they request a hearing before the Board of Directors to dispute the alleged violation.
  4. 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 Unit Owner 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 no later than 30 days from the date of the violator's request for a hearing.
- b. The Board of Directors, upon the 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.
- c. The Board of Directors will respond with their final determination to the Unit Owner, in writing, within 5 business days of 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 and coordinate off-meeting Committee activities.
  - 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, at the end of these Rules and Regulations*). This form must be filled out in its entirety, 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 (with the Homeowner's signature, in the case of 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 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 cable television service, such as satellite dishes shall consult with the Architectural Review Committee and **MUST** submit a REQUEST FOR EXTERNAL CHANGE (Variance 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 doors that are not full glass are not permitted. The full-height glass requirement may be achieved in either of two designs:

**Single pane of full-height glass**, which may be removed in warm weather and replaced with a full-height screen. The glass must be re-installed in cold weather and the winter months, and either the glass or the screen, but never both, must be properly installed at all times. Broken or missing glass or screen must be repaired and replaced promptly.

**Split pane of full-height glass**, in which the bottom half is fixed, and the top half can be lowered to accommodate a self-stored pull-down screen during warm weather. The upper half must be returned to a glass pane during cold weather and the winter months. Broken or missing glass or screen must be repaired and replaced promptly.

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. Approval will be limited to brown striped tones.
3. Decks and Patios (*Refer to Section X.D., 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.*)

- b. Responsibility for the maintenance, care, replacement, power washing, 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. Exterior lighting over garage doors must be in working order at all times. Written notice will be sent to the Dwelling Unit Owners when garage lights are inoperable, i.e. have burned out bulbs or are not automatically lit from dusk to dawn each night. The Owner will have ten (10) days from the date of the notice to restore the light to operation, after which the Association may arrange for repair of the light and/or photocell unit and bill the Dwelling Unit Owner for the actual cost, plus a \$50.00 fine.
  - b. 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, 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.
  - c. 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.
- 6. Finished Basements:
  - a. The State Building Code and Town regulations prohibit construction of a “Habitable Space” (see “Definitions,” Section I.B. 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 for the requested forms for the Cross Connection Control Program. Forms may also be obtained electronically by visiting the County Internet website, [monroecounty.gov](http://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.)* 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 considering 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

*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. (Reference Declaration Article XII, Section 1.f., Page D-33.)

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.)

### C. FEEDING OF WILDLIFE PROHIBITED

To help maintain a clean, safe and enjoyable environment for all residents, we ask the homeowners to refrain from leaving food or feed, such as seeds or peanuts of any kind, on decks, patios, or other outdoor areas. Feeding wildlife may attract not only squirrels, but other animals, including rodents and pests which can create health and safety concerns for our residents. This does not apply to bird feeders properly placed on your property. Non compliance may result in a fine of \$50.00.

## 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. PETS

### 1. Leashes

- a. 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.
- b. Excessive or continuous barking of pets at any time is prohibited.
- c. 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.
- d. Pet owners are allowed to walk their animals on a leash along the private roadway in the Cambridge Court Development avoiding other homeowners' property.
- e. Dwelling Unit Owners are responsible for the pets of their tenants, guests, and invitees.
- f. Fine: One warning letter issued, after which a **\$50.00 fine** will be assessed for each occurrence.

### 2. Pet Excrement

- a. 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.
- b. Plants or lawns that are damaged by an Owner's pet or other negligence will be repaired or replaced at the Owner's expense.
- c. Fine: One warning letter issued, after which a **\$50.00 fine** will be assessed for each occurrence.

### 3. Invisible Fences

Invisible Fences are not permitted.

## 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**

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, except as described below.

1. Plants
  - a. Potted plants only are allowed in the stoned areas of front and side yards under the following conditions:
    - Pots may not interfere with either growth or trimming of Association plantings.
    - Pots must include only live plants during the growing season; no dead plants or artificial plants are allowed.
    - Pots must be made of a clay or ceramic material, and not plastic.
    - Pots must be removed from the yard after the growing season.
2. Ground lighting will be allowed after a Request for External Change has been submitted and approved.
  - a. Existing lighting installed prior to this rule change will be grandfathered, but still requires submission of a Request for External Change for records purposes.
  - b. No colored lighting is allowed.
  - c. All ground lighting must be neatly maintained and in working order or removed.
3. Decorations: No man-made decorations of plastic, wood, metal, concrete, resin or glass are allowed in the front and side yards. Such decorations are allowed in the rear of the dwelling as described IX.A.2.
4. Garden Hoses
  - a. Hoses are to be neatly coiled on the ground near the spigot, or within a flat crock receptacle sold specifically for hose storage.
  - b. Standing or hanging hose reels are allowed only on the side or rear of dwellings, not in front.
5. Statuary, birdbaths and other garden ornaments are permitted only in the rear yards within the 16 feet permitted landscaping area.
6. 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 on 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 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.

## G. CLOTHES LINES

1. (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.
2. Fine: One warning letter issued, after which a **\$50.00 fine** will be assessed for each occurrence. Every 72 hours shall constitute a separate occurrence.

## H. LAWN DAMAGE

1. The Dwelling Unit Owner is responsible for repair of lawn damage due to:
  - Motor vehicles driven alongside driveways or any other lawn area.
  - Pet damage from digging or excrement.
  - Any other lawn damage caused by the Dwelling Unit Owner, or his guests or tenants.
2. 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 **\$50.00 fine**.

## I. RECREATIONAL FIRES

Christmas Trees and Yard Debris are not to be burned per the Town of Perinton Recreational Fire Regulations. Burning of such materials is subject to a fine of \$50 per occurrence. Only seasoned firewood, similar to what would be burned in a fireplace may be burned.

Natural Christmas Trees as well as Yard Debris may be recycled by placing them on the grassy strip between the sidewalk and the roadway on Whitney Road for pick-up by the County. Do not bag Christmas Trees for recycling.

## **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 needed, 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 60 days, the Management Company may 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, power washing 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 Woodlux® 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 Woodlux® 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. 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 stained 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 60 days from the date of the notice to maintain or repair the deck or fence. If the work is not completed in 60 days, then the Management Company may 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.***
3. **Vehicles in violation will receive one warning ticket affixed to the vehicle. Continuation of the violation will result in a fine of \$50 per vehicle per day or towing at the discretion of the Association.**

**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.
6. Commercial vehicles are not permitted to be parked or stored in driveways, parking areas or other exterior areas of the community on a permanent or routine basis. Any commercial vehicle owned, operated or regularly used by a resident, must be parked and stored inside the resident's garage. For purposes of this rule, a commercial vehicle includes, but is not limited to, vehicles displaying commercial lettering, advertising, business identification or equipment, as well as work vans, trucks, trailers or other vehicles primarily used for commercial purposes. This restriction does not prohibit parking of commercial vehicles for the purpose of deliveries, service calls, repairs, construction, moving, landscaping or other short term business activities.

**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.** Recyclables shall be left in the recycling bin next to the plastic trash bags at the end of Residents' driveways along the private roadway. Corrugated boxes should be broken down and secured.
2. Residents who do not have a recycling bin can obtain one from our recycling contractor.
3. Set-out and pick-up policies, days, and times for recyclables are the same as for regular trash. **Please return your 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 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.**
  - b. **Hazardous Materials:** Contact the Town of Perinton or the County of Monroe for collection times for disposal of hazardous waste material.

#### **3. Yard Debris Pickup**

Our refuse collection provider will not pick up yard debris such as grass clippings, leaves, branches, etc. Yard debris may be placed in the grassy area along Whitney Road (between the sidewalk and the street). The County will collect the yard debris on a regular basis.

Do NOT place yard debris anywhere along Fellows Road. The Town of Perinton will not collect yard debris.

#### **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. **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.

Place trash or debris only in your own dumpster. Do not use a neighbor's, contractor's or an Association dumpster without explicit permission from the respective party.

### **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**

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.**

## **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** in Cambridge Court. Without warning, a **fine of \$200, plus the cost of any lawn repairs**, will be levied against any Homeowner who violates this regulation.

## XV. RENTALS

Homeowners are allowed to rent their properties in Cambridge Court subject to Town of Perinton regulations. **Short-term rentals, defined as 28 days or less, are not allowed in the Town of Perinton.** For rentals of longer periods, all responsibilities for rental units lie with the homeowner, not with the Association or the tenant. Those responsibilities include but are not limited to:

- Written notification to the Management Company that a unit is listed or otherwise available for rent/lease.
- Submission of a Cambridge Court Homeowners Association **Tenant Information Form** for each rental/lease contract, prior to the start date. The form is available on the Crofton Perdue website.
- Communication to the tenant of ALL Cambridge Court Rules and Regulations.
- Payment of any and all fines (\$200 per violation per occurrence) for rules violations, and payment for any damages to Association property.

## **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 F: Tenant Information Form

\*\* These forms can be completed electronically on Crofton's website, [www.croftoninc.com](http://www.croftoninc.com).

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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)*

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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:\_\_\_\_\_

Title: Property Manager

Dated:\_\_\_\_\_

APPENDIX F

## Cambridge Court Homeowners' Association Tenant Information Form

Rent/Lease Start Date: \_\_\_\_\_

Rent/Lease End Date: \_\_\_\_\_

**UNIT OWNER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

**PRIMARY TENANT\***

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

*\* Information to be used only if the UNIT OWNER cannot be contacted.*

**LIST ALL OTHER OCCUPANTS**, including children, relatives and others, with names and DOB.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LIST ALL VEHICLES** that will be on the property, including make, model, color, and license plate number.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**LIST ALL PETS** that will be on the property. A maximum of two domestic pets is allowed. Include type (dog, cat), name, age, and breed.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_