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7/1/2018

# PINECREEK ESTATES HOA

Homeowner's Handbook

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# **Pinecreek Estates Homeowner's Association**

## **Proposed Rules and Regulations (Revised 7/2018)**

### **I - FEES AND ASSESSMENTS**

#### **A. FEES**

Pinecreek Estates monthly maintenance fees are due by the first of every month. After a grace period of ten days, a late fee will be charged in the amount of \$25.00 for each delinquent month.

#### **B. ASSESSMENTS**

An assessment may be necessary to cover costs accrued for major improvements or repairs. This assessment will be at the discretion of the Board of Directors.

### **II - BUILDINGS AND GROUNDS**

No Alterations or additions may be made by homeowners to the exterior of the units without the prior consent of the Board of the Association. In addition, the unit owner may not plant trees, hedges, flowers or plants of any kind in the common area. (See the Responsibility Matrix on pages 7 & 8 for an itemized list of maintenance responsibilities.)

**NOTE:** A Variance Request form is available from Crofton Perdue for Alteration or Addition Approval by the Board of Directors.

#### **A. ANNUAL PROPERTY INSPECTION**

1. All Association property, including Common Areas, exterior plantings and modifications by homeowners, will be reviewed each year by the Board of Directors.
2. The Board of Directors will notify, in writing, those homeowners whose unit fails to meet compliance with Association Rules & Regulations.
3. Homeowners will be responsible for a reply to the above-mentioned letter within fourteen days for any action directed by the Board.

### **III - INSURANCE CLAIMS**

#### **A. Inside Homeowners Unit:**

Insurance claims pertaining to accidents or damage inside the homeowners Unit is the sole responsibility of the homeowner and must be processed through the individual homeowner's policy.

#### **B. Outdoor Insurance Claims:**

Any insurance claims pertaining to the outside of a unit **MUST** be processed through the Board of Directors.

### **IV - COMMERCIAL ACTIVITY**

#### **A. GENERAL**

No business activities of any kind whatsoever shall be conducted in any dwelling or any portion of said property.

1. Commercial or business activities will be those identified by:
  - a. An influx of traffic into Pinecreek Estates from visitors, customers, trucks or personnel.
  - b. Monopolization of visitor parking areas or roads.
  - c. Any other activity which adversely impinges on the general atmosphere and homeowner comfort in a residential community.

## **V – EXTERIOR ADDITION**

1. ANTENNAS - Federal Law, as well as Pinecreek Association Rules and Regulations, apply to the installation of exterior mounted satellite dishes and antennas.  
Homeowners are especially advised not to install or arrange for installation of satellite dishes or related similar equipment without the express approval of the Association committee. Such installations will be subject to removal or modification at the homeowner's expense if not formally approved. (See the Satellite Dish Guidelines on page 9 for more information.)
2. No Laundry poles or lines, above ground pools, hot tubs, trampolines or electric fences shall be permitted.
3. No advertising sign, For Sale sign, billboards, Contractor's Signs, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Property except as specifically set forth herein without an APPROVED Variance Request from the Board of Directors.
4. Deck Staining also requires an APPROVED Variance Request from the Board of Directors. (See the Deck Stain Specifications on page 10 for more information.)
5. No window air conditioning units.

## **VI – GARBAGE AND RUBBISH**

### **A. REFUSE COLLECTION**

1. Household refuse for weekly pick-up is to be placed outside not earlier than dusk the night previous to the pick-up and taken in no later than dusk of the pick-up day.
2. All containers and receptacles must be secured against high winds, rain, snow and animals.
3. Refuse may not be dumped or left in any part of the common property.
4. All refuse is to be placed at the end of the unit driveway.
5. Homeowners are urged to cooperate with town and county recycling efforts.
6. Garage door should be closed whenever possible.

## **VII – INSECT AND ANIMAL CONTROL**

### **A. HOMEOWNER RESPONSIBILITY**

1. Control of insects and animals inside units.
2. Control of insects and animals burrowing from the outside next to, into, or through foundations, walls, roofs, or other structural members.
3. The Homeowners Association assumes no direct responsibility for insect or animal damage to plantings in courtyards or around decks or patios, beyond normal maintenance of the Common Property, including scheduled seasonal programs of fertilization and spraying.

## **VIII – MOTOR VEHICLES AND PARKING**

No motor vehicles other than a private, passenger-type, and no boat or trailer, camper, equipment or supplies, including firewood, etc. may be stored or parked at the premises, except within the garages. Parking areas at the end of the street are to be used as guest parking.

### **THE FOLLOWING RULES APPLY**

1. Only private, passenger-type motor vehicles may be continually parked in unit driveways. (A private, passenger-type motor vehicle is defined as a car or van designed and used principally for the transport of persons).

2. All trucks, commercially-licensed vehicles, RVs, boats, trailers, campers, motorcycles, self-propelled motor homes, etc. which may be used by residents are not considered as private, passenger-type motor vehicles and must be parked or stored within garages.  
(A truck is defined as a vehicle, commercially licensed or not, primarily designed or used for the transport of materials, or in the performance of any business enterprise.  
Extended cabs, or other ways in which persons can be transported in trucks, do not qualify them as private passenger-type motor vehicles).
3. Vehicles described in Paragraph 2 above, and belonging to house guests may, with permission of the Board of Directors, be parked temporarily in a resident's driveway or in the visitor parking area.
4. Parking of resident or guest's private, passenger-type motor vehicles in Common areas is limited to no more than 48 hours. Longer parking periods or frequent repetitive use of visitor parking areas requires written approval from the Board of Directors.
5. Parking is not permitted on community roads, or on developed or undeveloped Common Property, except temporarily, when no other authorized location is available.
6. Contractors' vehicles may be parked on Common Areas or driveways only for periods required for service.
7. Vehicles parked illegally after due notice from the Association will be towed at the owner's expense.
8. The speed limit within is 5 MPH.

## **IX – TREE REPLACEMENT**

There are two points to consider regarding the replacement of a tree in front of the homeowner's property.

1. If the tree is diseased or causing property damage, removal and replacement is the responsibility of the Association and is at the expense of the Association.
2. A resident wishing to remove a tree must get the approval of the Association and is at the expense of the resident.

## **X – NOISE AND ODORS**

### **A. NOISE**

1. Homeowners are expected to remember the proximity of their neighbors and avoid excessive noise levels when hosting parties; particularly when using radios, television, and hi-fi equipment.
2. High fidelity sound systems can transmit heavy bass sounds and vibrations into adjacent units. Please keep the volume and listening times with respectable limits.
3. Security false alarms can be annoying and disruptive to neighbors. Homeowners are asked to give as least one neighbor particulars on their system in order to help police, and to reset systems activated inadvertently.

### **B. ODORS**

1. Barbecuing is limited to decks, rear patios or within 10 feet of any unit.

## **XI – PETS**

No animals shall be harbored at the premises except for dogs, cats, or other domesticated household pets. No more than two pets may be kept at any lot.

In consideration of others, barking dogs should be kept indoors after 9:00 p.m.

### **A. EXERCISE** - Pinecreek has no specific area for exercising pets. Pet owners must:

1. Observe the Town of Penfield Leash Law which applies at Pinecreek.
2. Walk pets mainly on the roads and wooded areas away from other units.
3. Restrict pets from urinating or defecating on driveways, grass or plantings of the Common Area, especially the mowed Common Areas, the road, between housing units, and adjacent to decks or patios. Accidents should be hosed down and cleaned up immediately.
4. Remove feces and dispose of it properly in a timely manner. This provision applies all year, even when snow is on the ground.

### **B. OWNERSHIP**

1. Pets must be licensed and inoculated as prescribed by law, and tagged with the owner's name and address.
2. Owners considering the acquisition of a dog are urged to consider a breed with a mature weight of less than 20 pounds.
3. Homeowners should call the Sheriff at 911 to report any pets running free.

## **XII- RENTAL OF PROPERTY**

1. The premises shall not be rented out by unit owner for any less than (6) months.
2. All rental agreements must be submitted to the Homeowners Association Board for review, and approval.
3. The subletting of the property is prohibited.

### **A. OCCUPANCY**

1. Pinecreek housing units are single family dwellings and subject to Town Of Penfield zoning laws that would apply to dwelling occupancy.

### **B. RENTAL**

1. It is the obligation of the owner of a rented unit to ensure that the renters are fully informed of, and comply with, the rules and regulations set forth by the Pinecreek Association.
2. Owners of the rental property are expected to inform the Association Board of any occupancy changes and the dates when they become effective, and comply with formal procedures for reporting such status changes.
3. Renters, although they may not vote, nor hold office in the Pinecreek Homeowners Association, are encouraged to participate in Association activities, attend meetings.

### **XIII- GARAGE SALES**

Garage sales, household sales, and moving sales are permissible with notification of the Association Board 2 weeks prior to the sale. Times of the sale must be included in the notification.

### **XIV- STORAGE**

There shall be no obstruction of the common areas, nor shall anything be stored in the common areas without the consent of the Association. No equipment, property, refuse and recycling containers, or any kind of firewood, may be stored on the property unless stored within a closed garage.

### **XV- COMPLIANCE**

The Association Board has the responsibility for overseeing compliance with Rules and Regulations set forth in the Declaration, or as otherwise established by the Directors.

- A. In the event of non-compliance, the Association Board will advise an individual homeowner by letter, detailing the specific complaint, and specifying a time for corrective action.
- B. Penalties for continued refusal to comply with the Association Board requests may include:
  - 1. Removal by the Association Board, at the homeowner expense, of unauthorized additions to the property or buildings, and restoration to a previous condition.
  - 2. Towing of illegally parked or stored vehicles.
  - 3. Fines or sanctions for actions or conditions which disturb the peace, or transgress acceptable neighborly conduct, within the community.
  - 4. The imposition of all reasonable and necessary costs, including but not limited to, reasonable attorney's fee incurred by the Homeowners Association to secure compliance with the rules and regulations and/or the Pinecreek Declaration of Covenants, Conditions and Restrictions upon the person or entity guilty of such non-compliance, and the placing of Liens upon a homeowner's unit to insure payment of fines levied or the costs incurred by the Homeowners Association to secure such compliance.

### **XVI-COMPLIANCE PROCEDURE**

The Association Board has established the following procedures and penalties for infractions of Pinecreek Homeowner Association Rules and Regulations.

#### **A. INFRACTIONS OF THE RULES AND REGULATIONS**

- 1. An infraction will be deemed to have occurred when the Association Board is aware of a perceived violation, and has authorized sending a "Notice of Infraction" to the homeowner concerned. The notice normally will be sent by the Association Board.

The notice must set forth the nature and detail of the rule(s) violated.

Pinecreek Estates Responsibility Matrix	Association Responsibility	Homeowner's Responsibility
<b>Plumbing, Heating and Cooling</b>		
Interior Plumbing		X
Exterior Plumbing	X	
Heating & Cooling Systems		X
Hose Bib (Outside Faucet)	X	
<b>Windows</b>		
Windows & Screens		X
<b>Doors</b>		
Exterior Painting (Front Door) every 4 years		X
Garage Doors		X
Hardware Replacement/Repair		X
Screen and Storm Doors		X
<b>Concrete Floors and Sidewalks</b>		
Garage		X
Basement		X
Concrete Stoop and Pavers		X
<b>Walls</b>		
Foundation Cinder Block - Outside surface		X
Foundation Cinder Block - Inside surface		X
Foundation Cinder Block - Structural		X
Party Walls		X
Exterior Siding & Trim	X	
<b>Front Porch and Steps</b>		
Structural	X	
Snow Removal		X
De-icing after Snow Removal		X
Lighting - Bulb Replacement		X
Exterior Light Fixtures, Lighted Doorbells		X
<b>Sewers</b>		
Internal		X
External (Town of Penfield)	X	
<b>Rainwater/Snow Melt/Sumps</b>		
Gutters	X	
Downspouts	X	
Storm Water (Town of Penfield)	X	
Catch basins, Laterals	X	
Sump Pump & Check Valves		X
Exterior Damage due to Ice Damming	X	
Interior Damage due to Ice Damming	X	



Pinecreek Estates Responsibility Matrix	Association Responsibility	Homeowner's Responsibility
<b>Chimney's &amp; Fireplaces</b>		
Interior Components		X
Chimney Liner		X
Exterior Components		X
Structural Framing		X
<b>Decks/Rear Patios/Fences</b>		
Staining/Painting		X
<b>Roof</b>		
Shingles	X	
Underlayment	X	
Sheathing	X	
Roof Vent	X	
Flashing	X	
Interior Repairs	X	
<b>Common Area Maintenance</b>		
Grass	X	
Trees	X	
Shrubs (in front of each townhome)		X
Roadways	X	
Driveways	X	
Fire hydrants (Town of Penfield)	X	
<b>Services and Infrastructure</b>		
Electric - Exterior to meter	X	
Electric - Meter to interior		X
Street Post Lighting (Town of Penfield- 1 light)	X	
Refuse & Recycling	X	
Snow Removal	X	
Air Conditioner and base support		X
Pest Control - Interior		X
Pest Control - Exterior (insect only)	X	
Antennas/Satellite Dishes		X
<b>Insurance - Structures &amp; Common Areas</b>		
Fire	X	
Common Area Liability	X	
Common Area Umbrella	X	
<b>Insurance - Personal</b>		
Personal Contents		X
Liability		X
Umbrella		X

## **PINECREEK ESTATES HOMEOWNER'S ASSOCIATION**

### **SATELLITE DISH GUIDELINES**

These guidelines apply to all satellite dish installations within Pinecreek Estates Homeowner's Association. A variance request must be submitted to Crofton Associates. Information required includes:

- Exact location & means of properly mounting the dish. Provide sketches. Contractor to confirm reception for selected location prior to submitting request.
- If contractor is other than a commercial contractor, you must provide;
  - Contractor, address, telephone number and contact person
  - Contractor to provide a certificate of insurance for General Liability (\$1,000,000), and Workers Compensation (statutory limits) with Pinecreek Estates Homeowners Association, and Crofton Associates, Inc. as the named insured.
- Color & dimension of the satellite dish installation. Painting of the dish (to match the structure) may be required if it will not degrade the signal.
  - If the dish is to be installed in the rear patio area, every attempt should be made to confine the installation to the confines of the privacy fence, and not to exceed the height of the privacy fences.
  - All requests will be reviewed by the Board of Directors
  - The cable leading to the inside of the unit to connect the dish shall be internal to the building and shall not be run externally on the side of a building.
  - The color of the dish shall be as unobtrusive as possible and in as close color harmony with the building as possible.
  - All external locations for the installation of the satellite dish shall be properly grounded as determined by the installer.
  - Any damage to the structure or common areas caused by the installation of the dish shall be promptly repaired at the owner's expense.
  - Lightning strike damage to the dish and associated mounting shall be the responsibility of the homeowner.
  - All satellite dish repairs, roof, siding or chimney leaks/problems or any other problem associated with or caused by the satellite dish or its mounting shall be the responsibility of the homeowner. Contractor must provide a certificate of insurance with the Pinecreek Estates Homeowner's Association & Crofton Associates, Inc. as the named insured.
  - If installed on property maintained by the Association, and any maintenance requires temporary removal of the dish, the owner will be responsible for the removal and reinstallation of the dish. If the owner does not remove the dish, the Association may do so at the owner's expense. The Association is not liable for any damage to the dish caused by the removal.
  - Any installation shall comply with all city and state regulations & codes.
  - Any permanent removal of a dish installation requires restoration of the location to its original condition by the homeowner.

The Pinecreek Estates Homeowner's Association, its contractors, assigns, agents, servants and employees assume no liability for the installation and/or maintenance of said satellite dish, and the Homeowner shall indemnify Pinecreek Estates Homeowner's Association, its contractors, assigns, agents, servants, and/or employees harmless thereon.

### **Preferred Satellite Dish Locations**

A preferred exterior location is one that is the least visible to others, and least disturbing to the building profile, given the circumstances. This needs to be determined on a unit by unit basis by the owner and the Pinecreek Estates HOA, working together. Options typically include deck, roof, and chimney enclosure. A site survey by a qualified professional, to select possible locations is the responsibility of the owner and at the owners' cost.

## **PINECREEK ESTATES HOA Deck Stain Specifications**

**A variance listing the stain to be used must be submitted for Board Approval prior to completing maintenance to the existing deck finish.**

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### **Specifications: Power Washing Deck**

- 1) Deck rail, post caps, and deck flooring should be power washed several days in advance of staining.**

### **Specifications: Staining Deck (available at Hadlock's)**

- 1) Solid White for Deck Railing and Post Caps**
  - i. Recommended Stain:**
    - 1. Benjamin Moore, Arborcoat, Solid Acrylic, White**
- 2) Solid or Semi-Transparent Brown for deck flooring**
  - i. Recommended Stains:**
    - 1. Benjamin Moore, Arborcoat, Solid Acrylic, Hidden Valley**  
**or**
    - 2. Benjamin Moore, Arborcoat, Semi-Transparent, Oxford Brown**

**Note: Composite or vinyl materials, matching the approved colors above, will be considered by variance.**

