

# **PINE RIDGE**

## **HOMEOWNERS ASSOCIATION**



# **RULES**

## **&**

# **REGULATIONS**

Revised 12/2012, 11/2015 dec.

# ***PINE RIDGE HOMEOWNERS ASSOCIATION, INC.***

## **RULES AND REGULATIONS**

Revised 2015

### **INTRODUCTION**

Welcome to the Pine Ridge Homeowners Association. As a homeowner, you have automatically become a member of the Pine Ridge Homeowners Association. The Association is run by a governing body (The Board of Directors) which is comprised of five members, elected by the homeowners. All elected Board members serve a staggered two-year term without financial compensation. The Board has hired a professional property management company, Crofton Perdue Associates, to oversee the Association's operations.

When you purchased your townhome, you were given a copy of the Offering Plan (Declaration and By-Laws) which outlines rules and regulations for living in Pine Ridge. Your commitment to abide by these rules was established when you purchased your townhome. This commitment extends to your family and guests. Subsequent purchasers of property in Pine Ridge are equally responsible for compliance when you accept your deed. Any deviations must have prior Board approval to grant a waiver or variance, and all requests must be in written form.

This set of Rules & Regulations is in addition to the DECLARATION OF GENERAL COVENANTS, CONDITIONS, AND RESTRICTIONS set forth in the Offering Plan, Article X.

Your Board of Directors strongly recommends that you become familiar with the Offering Plan, as well as the Rules & Regulations stated in this publication. If you have any questions about these Rules & Regulations, please contact Crofton Perdue Associates, Inc., 111 Marsh Road, Suite 1, Pittsford, NY 14534, 585-248-3840, Monday - Friday 8:30 a.m. to 5:00 p.m.

If you fail to follow the Rules and Regulations established by the Pine Ridge Board of Directors, you will receive written notification of violation and be subject to a fine.

### **RULES & REGULATIONS:**

1. **FOR SALE SIGNS** - One (1) standard real estate sign approximately 18" x 24" to be displayed only in a lower window. No other signs are to be posted or placed on exteriors of buildings or on lawns.
2. **WINDOW GRIDS** - Window grids (Colonial inserts) must be left in windows at all times. Replacement grids can be purchased through a number of building supply outlets, and Morse Sash and Door (Crestline Window brand) Owner is responsible for cost of replacement grids.
3. **PARKING** - Each Townhouse will have its own integral garage and driveway for the use of the Townhouse Owner, his guests and invitees. Additionally, several areas along the private roadway will have a total of 27 guest spaces, which may be used for temporary parking for guests of homeowners and the general public having cause to be within the community.

No on-street parking is allowed. Owner's vehicles should be parked in their own driveway or garage. Any special event requiring parking of many vehicles should be supervised by the owner and avoid blocking driveways if temporary street parking is necessary. Property Manager should be advised in advance. Emergency vehicle access and passage must always be available and never blocked.

4. **EXTERIOR MODIFICATIONS** - No modifications can be made to the exterior of your home without prior Board approval. All requests for decks, patios, new entrance doors, outside lights, newspaper tubes, landscaping, fencing, etc., must be made in writing to the Board of Directors for their review and approval. Requests should include a brief description of modification including dimensions and materials to be used. Exterior paint colors must be kept as original design.
5. **STORM DOORS** - All storm doors must be white, full-view. Existing cross-buck type storm doors may remain until they are replaced. New roll screen models will be considered, and any door change requires an approved variance.
6. **PRIVACY FENCING/DECK STAINING** - Staining of original privacy fencing will be done as needed by the Association. Decks and fencing added as enclosures by owners are the responsibility of the individual homeowner. All decks are to be left natural color; clear stain has been approved by the Board. Any stain changes require a variance.
7. **AIR CONDITIONING** - No window air conditioning units are to be installed; only central air units located in the rear of the townhouse are acceptable.
8. **DECORATIONS** - Installation of any lawn decorations, windmills, plastic, metal, wooden or stone objects in foundation plantings or on the lawn are strictly prohibited.

Decorations for holidays - At the meeting of the Board, November 20, 2015 it was agreed that specifications regarding holiday decorations at Pine Ridge HOA would be:

1. Decorations are allowed from Thanksgiving through January 15
  2. Decorations are permitted only on the porch or stoop and front shrub bed.
  3. No decorations can interfere with bed maintenance or plowing. Nothing can be hung from the trees except lights.
  4. When there is a heavy snow fall or accumulation, contractors may be raking or shoveling the roofs of homes that have chronic problems. There is no responsibility on the part of either the HOA or a contractor for damage to any decoration.
9. **PLANTING OF SHRUBBERY OR FLOWERS** - Existing foundation plantings cannot be altered. Additional planting in front shrubbery area must be in pots. All plants must be kept under 12" in height (requests for changes must be in writing to the Board).
  10. **AWNINGS** - Installation of any retractable awning must be approved by the Board of Directors. Awning must be color approved by the Board consistent with awnings currently installed at Pine Ridge and the awning company must have prior Board approval. All requests must be submitted in writing. If an awning is approved by the Board of Directors, the homeowner must sign an awning disclaimer form prior to installation.

11. **PETS** - The following information is being reprinted directly from the Pine Ridge Offering Plan, Article X, Section b, Pg. 33, with additions noted:

Animals, Birds and Insects. Except for one (1) dog and one (1) cat belonging to an Owner of a Lot, fish, or birds kept in a cage, no animals, birds or insects shall be kept or maintained on any lot on which a Townhouse is or will be constructed or other portion of the Property except with the consent of the Board of Directors of the Association which may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds and insects and (ii) prohibit certain types of animals, birds or insects entirely.

In any event, pets may be allowed outdoors only within the area fully enclosed by privacy fencing, unless accompanied by a responsible person and leashed. A kennel or outdoor enclosure for retaining a pet out of doors may be constructed only within an area fully enclosed by privacy fencing. The Board of Directors of the Association shall have the right to require any owner, any tenant of any owner, or any family member or guest of any owner or tenant to dispose of any animal, bird or insect, if, in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, e.g., the owner does not clean up after the animal, the animal is too noisy or the animal is not properly controlled. Owners are responsible for repair of lawn damage as a result of pet ownership as determined by the Board of Directors.

12. **TRASH** - Trash and recyclables are picked up on Monday morning of each week. Blue recycling boxes and trash should not be placed at curb until after 6:00 p.m. on Sunday evening and must be brought in promptly on Monday evening, unless special permission is granted by the Board of Directors.
13. **CHIMNEY CLEANING** - Chimney cleaning is the sole responsibility of the homeowner and is recommended on an annual basis, if the fireplace is used regularly. Hardwood and no other material should be burned in the metal fireplaces to avoid a fire hazard.
14. **RENTING** - If a homeowner is renting their property, the Board of Directors asks that the Homeowner notify the Association management company of the renters' name and telephone number in case of an emergency. The renter must abide by all Association Rules & Regulations, the homeowner will be held accountable for the renters' actions. If in the judgment of the Board of Directors, the renter is causing problems or a nuisance to the Association, the homeowner may be asked to remove the tenant.
15. **NOISE** - Stereos, radios, televisions, motor vehicles, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., can also disturb the peace and quiet enjoyment to which your neighbors are entitled. The best rule is that noise should not be heard within a neighbor's house with the windows closed. In addition unit owners and occupants must refrain from playing stereos, musical instruments, or the like between 11:00 pm and 8:00 am.
16. **MISCELLANEOUS** - Garage sales and estate sales must be approved by the Board of Directors prior to the sale date.

17. **SATELLITE DISH**-11/98 in consideration of recent FCC rule changes

"The Installation of any satellite dish may only be made with the prior written consent of the Association's Board or authorized persons of the Board of Directors. At the present time small satellite dishes have become available in the marketplace with a dimension of approximately 16" to 18" in diameter. Exclusive use space is designated for each owner as the rear patio area directly behind the Townhome to the distance of the originally installed privacy fencing. Owners may request the installation of a satellite dish in these areas only and they must be affixed to the left or right inside surface of the privacy fencing poles supporting these fences (your private space). No installation can be made on the common element of the building, which will interfere with the integrity of the common roofing, or siding. Installation shall be as close as possible to the building and cable entrance must be thru an approved watertight connector."

"Owners will be responsible for any damage to the siding or building products that are penetrated for fasteners or cable entrance. It is possible that many owners may not be able to install a satellite dish as the exclusive use area may not face the southern horizon for reception. No rooftop installation shall be permitted in these cases. Regular cable television is still available for all residents who wish to subscribe, and local programming is readily available without the need for antennas external to the building and free of charge for others who do not wish to pay. The Board shall respond immediately to all written requests and make a decision within 30 days of receipt of the homeowner's request. The Property Manager will supervise all installations and any damage or non-conforming installation shall be the obligation of the owner to correct immediately."

18. **ENFORCEMENT OF RULES AND REGULATIONS:**

The Board of Directors acting through the property management company as agent, or acting directly, is empowered to enforce the Rules and Regulations and By-Laws according to its duties as outlined in the By-laws. It is desired that each owner be well informed on the Rules and Regulations in this booklet and the contents of the Offering Plan in the interest of harmonious relationships and the quality of life for all concerned in the Pine Ridge Homeowners Association. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Pine Ridge community. Owners are responsible for their guests, invitees, tenants, family, etc.

In the event there is a violation of the applicable legal requirements as indicated, the following enforcement and penalties will be imposed on you as owner of your property:

**FIRST NOTICE OF VIOLATION** - As a courtesy, the owner will be notified by telephone, in person if available, and written memo, and requested to eliminate the violation immediately or depending on the violation within 10 days.

**SECOND NOTICE OF VIOLATION** - A \$25.00 fine will be levied against the owner's account. In addition, the Board or its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, plus 20% to remedy the situation against the owner's account.

**THIRD NOTICE OF VIOLATION** - If the owner continues to have a violation, a certified letter will be sent to the owner's last known address. (Owners are responsible to keep the Board or its agent informed of their legal address) with notification of a daily fine of \$50.00 until the violation is corrected or eliminated.

**ADDITIONAL LEGAL REMEDIES** - In the event that any fine/fee levied under this published and approved schedule of Rules and Regulations is not paid in a timely manner to the Association, then its Board or Managing Agent shall commence legal action to enforce the rule and collect fees due the Association. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall be and shall constitute a binding personal obligation of the violator and shall be and shall constitute a lien on the Homeowners home in the same manner that an unpaid common charge constitutes a lien as set forth in the Pine Ridge Declaration. The Board or Managing

Agent shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the Rules and Regulations as non-payment of Common Charges.

ALL VARIANCE (WRITTEN) REQUESTS FOR EXTERIOR MODIFICATIONS AND/OR CORRESPONDENCE TO THE BOARD OF DIRECTORS SHOULD BE SENT TO: (See next page for Variance Form.)

**Email to:**



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

**Mail to:**



**Crofton Perdue Associates,  
Inc.  
111 Marsh Rd., Suite 1**

**Fax to:**



**(585) 248-3666**

# *Pine Ridge Homeowners Association Inc.*

## VARIANCE REQUEST

Return or Fax to:

Crofton Perdue Associates, Inc.  
111 Marsh Road, Suite 1  
Pittsford, NY 14534

Email: [info@Croftoninc.com](mailto:info@Croftoninc.com)  
FAX: 248-3666

Requested By:

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

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

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

Date: \_\_\_\_\_

To: The Board of Directors:

I request permission to make the following changes to the exterior of my townhouse or to the common area of the community. I have attached a sketch of proposed changes, listed materials to be used, etc. (Please be specific. Extra sheets may be attached.)

Reason for request: \_\_\_\_\_

Length of Guarantee (if applicable): \_\_\_\_\_

Indicate future maintenance required by the Association: \_\_\_\_\_

Name of contractor (company) who will do the work: \_\_\_\_\_

Contractor's certificate of insurance is attached or on file with HOA?  Yes  No

***I will be responsible to restore to its original condition all damage caused by the proposed change.***

**Homeowner Signature** \_\_\_\_\_

---

### For Board of Directors Use

\_\_\_\_\_ Approved \_\_\_\_\_ \* Approved With Conditions (see attached) \_\_\_\_\_ Disapproved

DATE: \_\_\_\_\_ SIGNATURE

Conditions: \_\_\_\_\_

Latest completion date after which any approval is automatically revoked and a new variance request is necessary: \_\_\_\_\_

Comments on final inspection by Board of Directors and/or Property Manager: \_\_\_\_\_

This architectural change will \_\_\_\_\_ or will not \_\_\_\_\_ become the responsibility of the unit owner as it concerns maintenance and/or replacement.

# Pine Ridge Townhomes Responsibility Matrix

	Association Responsibility	Homeowner's Responsibility	Variance Request
<b>Common Area Maintenance</b>			
Front Landscape Area and common grounds	X		
Shrubs and Trees	X		
Driveway Sealing/Replacement	X		
Street light post bulb replacement (10)	X		
Street light post repair or replacement (10)	X		
Snow Removal (road, drive & parking areas)	X		
Gutter and Downspouts	X		
<b>Decks/Rear Patios</b>			
Deck Repairs		X	X
Deck Staining		X	X
Patio/Privacy area Maintenance	X if open	X if enclosed	
<b>Doors</b>			
Exterior Painting	X		
Entry Door, Frame and Glass		X	X
Hardware Replacement/Repair		X	
Sliding Door and step		X	X
Storm Door		X	X
<b>Electrical</b>			
Front Exterior Light Fixtures	X		
Rear Exterior Light Fixtures		X	
Door Bells		X	
Electrical Panel Box and Conduit		X	
Air Conditioner Junction Box		X	
<b>Exterior of Buildings</b>			
Siding and Trim	X		
Decorative Front Bricks	X		
Roof	X		
House Numbers	X		
<b>Fences</b>			
Original Privacy separation Fences/Repair & Paint	X		
Fencing installed by Homeowner/Repair & Paint		X	X
<b>Fireplaces &amp; Chimneys</b>			
Interior Components		X	
Chimney Liner		X	
Chimney Cap	X		
Chimney/Furnace Cleaning		X	



**Front Porch/Step/Sidewalk**

Structural	X		
Paver/Sidewalk Repair or Replacement		X	X
Snow Removal		X	
De-icing after Snow removal		X	

**Gutters and Downspouts**

Replace	X		
Clean	X		

**Heating and Cooling Systems**

Furnace System		X	
Air Conditioning System		X	X

**Plumbing**

Interior		X	
Exterior Water lines (leak/structural only)	X		
Hose Bib (Outside Faucet)		X	

**Windows and Skylights**

Glass Replacement		X	X
Window replacement		X	X
Window frames and sills		X	
Window Hardware		X	
Painting, Caulking, Weather sealing (Interior)		X	
Caulking, (Exterior)	X		
Skylight Replacement		X	X

**Vent Installation/Maintenance**

Dryer Vent		X	
Sewer Vent Pipe		X	
Water Heater Vent Pipe		X	
Soffit Vent	X		
Ridge Vent	X		

**Services and Miscellaneous**

Refuse & Recycling Collection	X		
Refuse collection of larger items		X	
Pest Control - Interior		X	
Pest Control - Exterior	X		
Cable TV & Underground Cable		X	
Telephone		X	
Satellite Dish		X	X

## **NOTES**