

LOGANS RUN HOMEOWNERS ASSOCIATION (LRHOA)

RULES & REGULATIONS

November 2016

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LOGANS RUN HOMEOWNERS RULES AND REGULATIONS

Introduction

Logans Run Homeowners Association is a private community. Living in an association community has rewards and benefits, but also imposes certain obligations and restrictions. Residents and guests are entitled to enjoy the property, but in doing so are expected to observe the Rules and Regulations of the Association.

The social success of an association community depends, in large part, on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically, the declaration subjects all home owners to general covenants, while the bylaws and house rules and regulations provide specific guides for day to day living. Without these restrictions and a means to enforce them, our peaceful living experience could become chaotic indeed.

The Rules, Regulations and Responsibilities in this booklet have been approved by the Board of Directors of the Logans Run Homeowners Association in conformance with the terms and conditions of the Declaration of Covenants and Restrictions. These Rules and Regulations do not supersede or change the By-laws or CC&Rs in any manner. They do have the same status of law and enforceability. This document is supplemental to the provisions of the Logans Run Declaration of Covenants and Restrictions and the By-laws relating to the rights, privileges and duties of the homeowners.

Homeowners shall be responsible for tenant's / occupant's actions or misconduct and adherence to the Rules and Regulations of the Association. Each homeowner shall be responsible for providing tenants with a current copy of the Association Rules and Regulations.

Logans Run Homeowners Association is managed by Crofton Associates, Inc.

CROFTON ASSOCIATES, INC.
111 MARSH ROAD, SUITE 1
PITTSFORD, NY 14534
PHONE: (585) 248-3840 FAX: (585) 248-3666

ASSOCIATION RESPONSIBILITIES

1. The LRHOA will enter into a contract for plowing the common area roadway. The plowing will commence upon 3" of accumulated snow.
2. The LRHOA will contract with a disposal company for the trash removal and recyclable disposal.
3. The LRHOA will contract for landscaping and chemical spraying regarding all common areas.
4. The LRHOA will contract for insurance coverage for the association.

HOMEOWNER RESPONSIBILITIES

1. The homeowner will remove or cause to be removed snow from his or her driveway and sidewalks.
2. The homeowner will pay a monthly fee for the trash and recycling service adhering to guidelines established by the contracted disposal company and Monroe County together with the monthly Association assessment.
3. The homeowner is required to maintain the exterior pole lighting fixture on from dusk to dawn and at all times, keeping the same operative. However, in the event the pole light is missing or is not operative, then as a substitute, the two front exterior garage lights are required to be on from dusk to dawn.
4. The homeowner will abide by Town of Greece zoning laws.
5. The homeowner will adhere to the designated freehold estate terms, conditions and provisions of the By-Laws and Declaration using his or her premises as single family residential purposes only.
6. Each homeowner has the obligation to maintain, in a neat and orderly fashion, the exterior of the home and property.
7. Homeowners must purchase and maintain their own insurance coverage on their premises.

SERVICE REQUESTS/ASSOCIATION PROCEDURES

1. All requests for service to the common areas should be brought to the attention of the Property Management Office who will be responsible for directing the request to the appropriate channels for consideration and action. The Property Management Office will also inform the homeowner if a particular request is not the responsibility of the Association.
2. All homeowner suggestions or requests concerning procedures may be directed to the Property Management Office who will see that the matter is brought to the attention of the appropriate individuals for consideration or response to the homeowner.

COMPLAINT PROCEDURE/PENALTIES

The Property Management Office is charged with overseeing compliance with the rules and regulations and is directed to advise the homeowner by letter detailing specific non-compliance items and requesting appropriate corrective action. In the event of continued non-compliance the Property Management Office is authorized to take such steps as may be necessary to obtain compliance. Continued non-compliance will be brought to the attention of the Board of Directors for appropriate action.

NOISE POLLUTION

There should be no loud or unusual noise from any radio, stereo, television, tape recorder, muffler or any sound-producing device that will disturb the comfort of others between the hours of 11:00 p.m. and 8:00 a.m.

In addition, the Town of Greece has other specific ordinances regarding noise which may or may not fall outside the above hours of 11:00 p.m. and 8:00 a.m.

TRASH STORAGE & COLLECTION

1. The refuse service for trash and recyclable materials is Suburban Disposal 352-3900. Collection day is Tuesday.
2. Trash containers and recyclable bins should be placed at the street after 6:00 pm Monday night but prior to 6:30 am Tuesday morning.

DRIVING REGULATIONS

1. The maximum speed limit for all vehicles within LRHOA is fifteen (15) MPH. Please use caution and observe the speed limit.
2. The use of recreational vehicles such as snowmobiles and all-terrain vehicles is prohibited within LRHOA.
3. Any vehicles, motorized or non-motorized, parked on or partially parked on the streets that jeopardize and impede safe passage of vehicles, especially emergency vehicles coming into and out of our community, are subject to being towed at owner's expense.
4. Any vehicle found parked overnight on the street within our community from October 15th – April 15th, from midnight – 8 a.m. may be towed at the owner's expense, whether there is snow or not in the air or on the ground. In addition, the snow plow drivers have the Board's full authorization to call to have any vehicle towed 24/7, at the owner's expense, if a vehicle is parked on the street or parked partially on the street impeding their ability to clear the roads.

PETS

If pets are allowed to roam freely, they can present a sanitation problem, damage shrubbery and landscaping, endanger children and adults and/or cause deterioration of community relations. To protect your investment, your pet's welfare and preserve community relations, the following rules must be strictly adhered to:

1. Pets must be restrained at all times when outside a home on the common properties by the use of a hand held leash not to exceed eight (8) feet in length or, when off a leash, confined within the owner's premises.
2. It is the responsibility of the pet owner to immediately remove pet waste and properly dispose of it while walking his or her pet. Any costs resulting from failure to comply with this rule will be assessed to the individual homeowner.
3. If any rules are not adhered to, upon written notice to a homeowner, the Board of Directors has the authority to assign a fine to the homeowner or the right to contact animal control.
4. Any pet owned, cared for or harbored by a homeowner that engages in prolonged or excessive barking, whining or crying disturbing other homeowners, is subject to removal by an Animal Control Officer if the pet owner is unable or unwilling to take action to stop the disturbance.
5. All violators are subject to Town of Greece laws.

The Board recommends that homeowners call the Greece Dog Warden to resolve pet problems when they believe it is necessary.

Logans Run Homeowner's Rental / Leasing Compliance Rules

Document created 10/13/2016

In an effort to maintain our beautiful community's environment, the value of our homes and our community safety, any homeowner who plans on renting/leasing their home within the Logans Run Association community must abide by the rules stated within this document. While many renters are respectful caretakers, they might be more likely, than homeowners to neglect the property, or disregard HOA Rules (By-Laws). In order to preserve and protect property values for all of our homeowners, a motion was made at the recent Board meeting to enact rules that comply with the Greece Town codes and the association By-Laws, when homeowners in our community decide to rent/lease their home. Any homeowner who rents/leases out their home and fails to follow the rules stipulated in this document will be considered to be in non compliance of the association rules and subject to fines. Homeowner's who rents/leases their home within the association will be held responsible for actions taken by the individual(s) occupying the home.

Each homeowner leasing / renting their home within the association must:

1. Provide the Association's property management office proof the home was inspected and a rental permit issued by the Town of Greece for compliance with Town Codes as a rental/lease property before the home can be occupied. The Town of Greece charges a fee for the rental/leasing permit.
2. Provide individuals renting/leasing the home with a copy of the Association By-Laws.
3. Provide to the Association's property management company within 48 hours of lease being signed, the name of individual and contact information of person signing the rental/lease form and the individual who will occupy residence if different than the rental/lease signature.
4. Individuals renting/leasing the home must comply with all Town codes during the duration of rental/lease agreement and or occupying the home.

5. Logans Run Association community is a residential community located in the Town of Greece. Greece Town code and the association By-Laws prohibit any homeowner, renter or lessee from running a business out of the residence.

6. The Lease Rider known as Schedule A must become part of and attached to the signed lease agreement for all rental/lease agreements within the Logans Run Homeowners Association. A copy of the signed lease with the attached Schedule A must be provided to the property management company within 2 weeks from date of signed lease.

Logans Run Association

SCHEDULE A

RIDER TO LEASE

1. Use of Premises

The home shall be occupied by the Tenant and the members of the immediate family of the Tenant as a private dwelling and for no other purpose. The Premises shall not be used for any illegal or immoral purposes.

2. Renter Information

Provide to the Association's property management company within 48 hours of lease being signed, the name of individual and contact information of person signing the rental/lease form and the individual who will occupy residence if different than the rental/lease signature

3. No Subletting, etc.

The Tenant, his heirs, legal representatives and successors shall not assign, sublet or permit others (than those named in Paragraph 1 above) to use all or any part of the home, mortgage or otherwise encumber this lease. Maximum term of lease is one year.

4. Compliance with Declaration, By-Laws, Rules and Regulations

The Tenant will conform to those portions of the Rules and Regulations, Declaration and By-Laws of the Homeowners Association, dealing with the use and maintenance of the rental property, a copy of which portion the Tenant hereby acknowledges receiving from the Landlord, and will conform to such other and further reasonable rules and regulations that the Landlord or the Homeowners Association may from time to time adopt. The homeowner shall be liable for any breach of the said rules and regulations, declaration or by-laws by the Tenant in the Logans Run Homeowners Association. (A copy of said regulations can be obtained from the Management Company, Crofton Associates Inc, at 248-3840.)

5. Noise

Tenant shall be forbidden from causing any excessive noise, such as stereo equipment, television or radio playing, and/or loud parties. If at any time, the police are required to respond to the Premises for same, more than once, Landlord may choose to terminate Agreement with thirty (30) days written notice.

Tenant

Landlord

Board of Managers must approve Lease before tenant moves in.

LOGANS RUN HOMEOWNERS ASSOCIATION, INC.

Collection Procedure - reviewed and updated December 15, 2015

The collection of association payments will proceed as follows:

1. Each homeowner is required to make monthly association assessment payments as determined by the annual budget.
2. Monthly association assessment payments are due no later than 15 days after the first of the month due date. A late payment charge of \$20.00 will be assessed to any payments received after the 15th day. The late statement and a copy of the collection procedure will be sent from the Management Company.
3. A Delinquent Letter will be sent to any homeowner whose association assessment payments are two months in arrears after the 15th day of the second month. A Delinquent Letter with a notation of a fee of \$25.00 being assessed will be sent certified mail from the Management Company. The \$25.00 fee will be added to the homeowners' association maintenance account.
4. A letter stating the delinquency and asking for the homeowner to contact the Management Company to work out a payment plan will be sent to any homeowner whose association assessment payments are three months in arrears after the 15th day of the third month. A Delinquent Letter with a notation of a fee of \$25.00 being assessed will be sent certified mail from the Management Company. The \$25.00 fee will be added to the homeowners' association maintenance account.
5. A payment Plan may be set up for payment of overdue amounts within a reasonable time period. A Payment Plan fee of \$25.00 will be assessed. The payment plan will be documented and notarized, the cost for notarization and the \$25.00 payment fee will be added to the homeowners' association maintenance account.
6. A Demand Letter will be sent to any homeowner whose association assessment payments are four months in arrears. A Demand Letter fee of \$125.00 will be assessed. A Demand Letter with a notation of a fee of \$125.00 being assessed will be sent certified mail from the Management Company. The \$125.00 fee will be added to the homeowners' association maintenance account.

7. Ten (10) days will be given to the homeowner to comply with the Demand Letter. If payment is not received in full, paying the account down to zero or a reasonable payment plan implemented, a lien will be filed against the home, inclusive of any late payment charges and fees due to the Association. A lien fee of \$150.00 will be assessed. The cost of the lien and any other collection costs incurred by the association will be charged to the delinquent homeowner. The costs incurred will be added to the homeowners' association maintenance account.
8. Upon notification to the homeowner, a \$25.00 penalty issued by the Board of Directors for non-compliance with the association By-laws will be attached each month to the homeowner's HOA fees until homeowner has complied with association By-laws.
9. The Board of Directors reserves the right to file any further legal action which might assist in the collection of outstanding debt, including but not limited to, wage garnishee and or foreclosure.
10. The Board of Directors, at its sole discretion, reserves the right to suspend any further legal action.

Adopted by the Board of Directors of Logans Run Homeowners Association: