

# **Point Pleasant Estates Rules and Regulations**



**Approved May 24, 2021**

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# **POINT PLEASANT ESTATES CONDOMINIUM RULES and REGULATIONS**

## **INTRODUCTION:**

As a Point Pleasant Condominium Owner, you should have a copy of the Declaration & By-Laws, which outlines rules and regulations (Use of Property) Article VIII for living at Point Pleasant. By purchasing in the Point Pleasant Estates Condominium, you made a commitment to abide by these rules and regulations. This commitment extends to your family and guests. Subsequent purchasers of property in Point Pleasant Estates Condominium are also equally responsible for compliance with the Declaration & By-Laws when they sign the deed. The following are a supplement to the Rules and Regulations governing the Point Pleasant Estates Condominium and are being published to consolidate the rules into a single document. In addition to this publication all other Covenants and Restrictions outlined in the offering plan must be adhered to. Where a conflict exists between this document and the Declaration & By-Laws the later will take precedence. The corporation entity, which you are a member of, Point Pleasant Estates Condominium, shall be referred to hereinafter as the “Condominium” and the Board of Managers of the Condominium entity shall be hereinafter referred to as the “Board”.

## **GENERAL RULES**

1. **COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY:** The Units shall be used for residences only. Exceptions may be made for units to be used as professional offices by a resident thereof provided such professional use does not violate zoning regulations or result in excessive traffic or parking. Such professional use is subject to board approval.
2. **SIGNS:** No “For Sale”, “For Rent”, “For Lease” signs, or any other displays or advertising may be maintained or permitted on any part of the property, or in any Unit therein, nor shall any Unit be used or rented for transient, hotel, Airbnb, house trading or motel purposes.
3. **INSURANCE HAZARDS:** Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance of the buildings, or contents thereof, without the prior written consent of the

- Board. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the buildings, or contents thereof or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, or chemical substance.
4. **OUTSIDE ANTENNAE/CABLE/ PHONE SERVICE/ABOVE SURFACE UTILITIES:** No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting or receiving device shall be erected on any unit or other portion of the Condominium property, without the prior approval of the Board.
  5. **INTERIOR MODIFICATIONS:** All work with respect to the interior or exterior of any unit shall be done during the hours of 8:00AM to 7:00PM so as not to disturb the quiet use and enjoyment of other owners. No structural changes are to be made to any townhome without prior Board approval. All Town of Irondequoit building codes are to be followed, including obtaining any necessary permits at owner expense.
  6. **COMMON ELEMENTS:** Nothing shall be altered, constructed in or removed from the Common Elements, nor shall anything be stored in the Common Elements, except upon the written consent of the Board. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
  7. **PETS:** Homeowners may have One (1) pet dog or cat. This includes service animals. Dogs or cats shall not run unattended outside. Pet waste must be removed immediately. Town of Irondequoit Leash Laws are in effect.
  8. **NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried out upon any portion of the Association and or individual property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof.
  9. **PARKING:** It is important that all homeowners use common courtesy when parking vehicles. Homeowner's parking will be limited to the owners' private driveway and garage. Overnight or long-term guests

should park in the homeowner's driveway or the designated guest parking at the entrance to the development. There is to be no parking on lawn areas, and no vehicle should block any driveway, or mailbox access. Parking violations are subject to fines and towing at owner's expense.

10. **VEHICLES WITH BUSINESS MARKINGS, LABELS OR DECALS AND OVERSIZE VEHICLES:** No overnight parking in the streets, driveways, or guest parking areas of any vehicle with business markings, labels or decal imprinted on or attached to the body of the vehicle. Exceptions may be made as approved by the Board. Asphalt damage caused by oversized vehicles or vehicles continuously left in a driveway is owner's responsibility.
11. **BOATS, TRAILERS, RECREATIONAL VEHICLES:** Any boat, trailer or recreational vehicle must be parked in a garage. An exception is made to park for up to 48 hours in the owner's driveway for loading and unloading.
12. **EXTERIOR MODIFICATIONS:** No exterior modifications or alterations can be made without the prior written approval of the Board. All requests for decks, patios, awnings, plantings, windows, doors, lighting, etc., must be submitted by variance request to the Managing Agent and must include written plans and specifications/colors. Any modification made without prior approval of the Board will be subject to removal by the Condominium at the homeowner's expense.
  - a. All common areas are maintained by Point Pleasant Condominium. This maintenance to be monitored by the Board and to be maintained in a manner consistent with the expectation of the owners. An exception has been made where owners are responsible for maintenance of their individual docks and decks on the waterfront side of units. A variance is required where an Owner is changing any common or individual unit visible from the outside. Homeowner responsibility items must be maintained in good repair and guarantee structural integrity. For decks and docks, the color and style must be consistent with the design of the buildings. More specifically, the color of support posts and fascia shall be as close to the building color as possible. Where paint is used this should be a matching color. Where a PVC or other manufactured material is used a color should be chosen that is a close as possible to the building color. The chimneys are an example of a PVC chosen to closely match. An

allowed exception is that the posts for the railings and glass may be white.

13. **VARIANCE:** A blank variance request is enclosed. If you do not find an answer to your question in the above rules and regulations, please contact the Managing Agent for further information. DO NOT proceed with any exterior modifications until you have an approved variance by the Board. Approvals shall not be unreasonably upheld. While the Rules are an attempt at completeness there may be an omission that requires a variance approval by your Board. Rules and Regulations will be applied fairly to all Residents.
14. **POOL AND CLUBHOUSE:** Open pool hours are 10:00AM to 8:00PM, or dusk whichever occurs first. Our swimming facilities are not supervised by a lifeguard or other responsible person. In place of on-site supervision, this facility has established a series of safeguards to be followed by all Owners. Water rescue equipment is at the pool and the water is maintained in a sanitary manner. The pool is for use of residents and guests only. A resident must always be present when guests are using the pool or clubhouse. Please read the safety rules published to each owner. Never swim alone and adequate supervision is required when children are at the facility. An emergency phone is located on the clubhouse wall. If you notice any problems, please call the Management office immediately.

The pool and clubhouse are available for private parties. For private parties, the Property Management Company must receive a request to reserve and approve the private event, so that other residents may be notified in advance. Owners are responsible to clean up the facility after use, or a charge will be applied to their account to perform the service.

Reservation of the clubhouse does not automatically include exclusive use of the pool facility, to the exclusion of all members, especially on weekends, without prior approval. A lifeguard may be necessary to be hired at Owners expense, if there are small children unsupervised.

## ***Enforcement of Rules and Regulations***

The Board of Managers 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 Declaration & By-Laws in the interest of harmonious relationships and the quality of life for all concerned in the Point Pleasant Estates Condominium. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Point Pleasant community. Owners are responsible for their guests, invitees, family, etc.

In the event there is a violation of the applicable 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, or written memo, and requested to eliminate the violation immediately or within 10 days depending on the violation. Owner will be responsible for any cost associated with the violation.

**SECOND NOTICE OF VIOLATION:** After 10 days if the violation has not been remedied 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 to remedy the situation against the Owner's account.

**THIRD NOTICE OF VIOLATION:** If the Owner continues to have a violation more than 20 days after the first notification, 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 \$25.00 until the violation is corrected or eliminated.

**ADDITIONAL LEGAL REMEDIES:** In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the Condominium, then its Board or Managing Agent shall commence legal action to enforce the rule and collect fees due the Condominium. All unpaid fines, expenses and damages 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 homeowner's home in the same manner that an unpaid common charge constitutes a lien as set forth in the Point Pleasant Estates 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.

# *Point Pleasant Estates- Condominium*

c/o Woodbridge Group, 271 Marsh Road, Suite 3, Pittsford, NY 14534

## **VARIANCE REQUEST**

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**Return or Fax to:**

**Requested By:**

**Woodbridge Group**

**P.O. Box 237**

**Pittsford, NY 14534**

E-Mail: Service@WoodbridgeGroupPro.com

FAX: 385-4693

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

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

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

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

To: The Board of Managers:

I request permission to make the following changes to the exterior of my Condominium, and/or to the common area of the community. I have attached a sketch of proposed changes where applicable, 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 Condominium: \_\_\_\_\_

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

Contractor's Certificate of Insurance is attached or on file with Condo  Yes  No

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For Board of Directors Use

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

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**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 \_\_\_\_\_, will not \_\_\_\_\_ become the responsibility of the unit owner as it concerns maintenance and/or replacement.