

SHADOW PINES
HOMEOWNERS
ASSOCIATION, INC.

RULES
&
REGULATIONS

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HANDY INFORMATION FOR SPHA HOMEOWNERS

The management company for the Shadow Pines Homeowners Association is:

Woodbridge Group	(585)-385-3331	Office
271 Marsh Road, Suite #3	(585)-385-4693	Fax
Pittsford, NY 14534		

To request maintenance, send monthly fees and/or obtain general information, homeowners are asked to contact the Woodbridge Group weekdays, between the hours of 9:00 A.M. to 5:00 P.M. Please direct all service requests and community concerns to members of the Board of Directors or the Woodbridge Group. All issues will subsequently be brought to the SPHA Board.

Emergencies: Always call 911 first if there are any life-threatening issues. You may call the Woodbridge Group (at 385-3331) 24 hours a day if emergency conditions exist such as storm damage or flooding, etc. Follow instructions in voice mail to activate an emergency page to the person on call.

When You are Away: If you leave for an extended period of time—for a month or more, it is suggested that you

- Notify the Property Manager of a forwarding number where you can be reached, and the name and phone number of a local person (such as a neighbor or family member) whom we can contact in emergencies if necessary. That person should have a key and be available to check the property for any damage while you are away.

- Turn off your water at the main shutoff

- Set the hot water tank to vacation or pilot setting

- Hold delivery of your mail and newspaper while away.

INTRODUCTION

When you purchased your townhome, you were given a copy of the Offering Plan (Prospectus), which outlines rules and regulations (Use of Property) for living in the SHADOW PINES Community. These restrictions are called the **“DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.”** The SHADOW PINES HOMEOWNERS ASSOCIATION (SPHA) is governed by a Board of Directors elected by the members at an annual meeting of the membership. The SPHA Board of Directors conducts the business of the Association in accordance with a set of rules called the **“BY-LAWS OF SHADOW PINES HOMEOWNERS ASSOCIATION, INC.”** (1,2,3) At the time of original closing, as an Owner you were requested to sign a document stating that you had read the Offering Plan (“Declaration of Covenants, Conditions and Restrictions) and agreed to abide by the rules and regulations. Also, if you are an original Owner or a subsequent Purchaser, you established your commitment to abide by these rules and regulations by accepting the deed. This commitment extends to your family, guests, tenants, and subsequent purchasers of property in Shadow Pines to be equally responsible for compliance with the contents of the Offering Plan.

The following is a supplement to the Rules and Regulations governing the Shadow Pines Homeowners Association and is being published to consolidate the rules into a single document. In addition to this publication, all other Covenants and Restrictions outlined in the Declaration and By-Laws must be adhered to. The corporate entity, of which you are a member, Shadow

Pines Homeowners Association Inc., shall be referred to hereafter as the “Association” and the Board of Directors of the Association entity shall be hereafter referred to as the “Board”. This Guideline is NOT a substitute for the definitive document (OFFERING PLAN); homeowners are referred to the definitive documentations for clarification.

A homeowners’ association is like a small governmental body. The main body of rules or laws applying to the community is contained in the *OFFERING PLAN* ("Offering Plan For The Sale Of Membership Interests In The Association Known As Shadow Pines Homeowners' Association, Inc.) — the document you received when you bought your home. You should keep this document in a safe place; you will need to provide it to anyone to whom you may eventually sell your townhouse.

Following, in short form, is a compilation of the rules contained in the *OFFERING PLAN*, as well as additional considerations found in information distributed by the Board, including a welcome letter, Homeowners Guide, the pool rules, minutes from the Annual and Owners Meetings, minutes of Board Meetings, as well as e-mail messages and telephone calls. You will also receive letters from the management company.

This document is not all encompassing, and for further elaboration, you should consult the *OFFERING PLAN*. Also, for situations not covered, you may call the management company or talk to a Board Member.

Living in a shared community such as Shadow Pines has rewards and benefits, but also imposes certain obligations and restrictions upon the homeowner for the well-being of all and for the preservation of the value and desirability of the individual properties. This document will help to facilitate the enjoyment of homeowners while living in Shadow Pines and make it a better place for all. Homeowners, with their spirit of cooperation and voluntary compliance to the rules, have made this community a very desirable place to live.

ASSOCIATION RESPONSIBILITIES:

Per the By-Law, the Association is responsible for all **exterior maintenance**, (4, 5, 6, 7, 8) such as (Specific text 9):

1. Roofing, siding, vents, facades, gutters, downspouts, brick, painting of trim, etc.
2. All driveways and road repairs and sealing
3. Snow plowing of driveways, roads, & guest parking areas
4. Landscape and lawn care:
 - *maintenance of shrubs and bed care of foundation planting of the front and sides of each unit and the removal of hazardous trees. (“side” is defined as halfway to the rear of either the garage or common property depending on the specific unit);
 - *mowing
 - *chemical treatment
 - *fertilizing of lawns
5. Providing for master homeowners insurance, fire coverage on building and liability (contents are **NOT** covered)
6. Exterior storm and sanitary sewers, water service, all outside underground utilities
7. Gutter cleaning
8. Street lights
9. Rubbish pick-up
10. Water usage

11. Maintenance Reserve fund allocation
12. Lighting for the street and common areas. Street pole lights operate off the house current of an adjacent dwelling. Homeowners whose units supply electricity for a light will be reimbursed by a credit against the monthly assessment--according to the estimated cost of operation.
13. Water damage caused by above-ground water. This does not include ground or underground water (sump pump or skylight condensation). However, it does include roofs.
14. Maintenance of common area.
15. Maintenance of building exteriors—painting/staining.
16. Elimination of rodents, carpenter ants and carpenter bees that cause damage or threat of damage or infestation inside the unit.

The Association is **NOT** responsible for the following **exterior maintenance items**. They are therefore the owners' responsibility.

- *exterior building mounted light fixtures which are to be maintained with only clear, white or the newer white fluorescent exterior-rated bulbs including LED lights.
- *electrical (including garage door operators and door bells)
- *replacement of garage doors unless damage has been or will be caused by leaking water – refer to 2020 Variance Guidelines
- *replacement of doors and windows (a variance form will need to be submitted--our management company can suggest vendors)
- *replacement of skylights
- *decks & platform carpeting, if applicable
- *storm door glass and screens which must be standard throughout the complex (our management company has vendor, model and price information for storm door replacement.)
- *de-icing of driveways and front stoops (use calcium chloride—not commercial salt)
- *plastic window well covers
- *A/C pads and unit
- *broken windows
- *landscape work for flowers, shrubs and ornamental trees installed by owners after original construction as noted above in other sections, along the sides (beyond the back end of the garage and beyond half way back on either the non-garage or common property) and rear of properties should be owner-maintained, pruned, weeded, and pine cones removed. (As cited above, the front and sides to the back end of the garage structure and half way back on either the non-garage or common property are maintained by the Association).
- *maintenance of an awning, if applicable
- *maintenance of security systems
- *exterior water faucets
- *lawn damage caused by owners, tenants, or their pets
- *homeowners are responsible to make sure that all furniture, hoses and debris are picked up prior to the day of mowing. Objects that interfere with lawn maintenance will be removed for disposal.

It is the policy of the Association that an Owner(s) filing an insurance loss claim shall bear the cost of the deductible or spread the cost over those affected by such loss, per occurrence. All Insurance claims made on Association covered property shall only be made through the Property Manager. Owners are required to act immediately to minimize any further damage to their property once they become aware of a loss and immediately notify the Property Manager.

HOMEOWNERS RESPONSIBILITIES:

The Homeowner is responsible for maintenance of the following:

1. All the above exceptions to exterior maintenance, plus
2. Garage door, its replacement, mechanisms, and openers. The Association has an approved model and vendor for garage doors which need to be replaced. Contact our management company for particulars on replacement. Refer to the published 2020 variance guidelines.
3. Chimney cleaning.
4. Replacement, repair and cleaning of windows and all glass surfaces including skylights.
5. Screens, storm windows and all exterior doors unless damage is done by leaking water.
6. Central air conditioning and all interior mechanical equipment, including heating, electrical, and plumbing.
7. Homeowners insurance (HO-6 “all risk”) on contents, upgrades, and improvements and to provide liability coverage for the inside of your unit.
8. Payment of late fee on any overdue monthly (or special) Association charges.
9. Staining and maintenance of decks.
10. Maintenance of patio areas, along with shade, evergreen and ornamental trees that are not hazardous behind the townhouse, and rear foundation plantings plus side foundation plantings not maintained by the Association.
11. Maintenance/repairs inside dwelling.
12. Utilities other than water.
13. Water is supplied by the Monroe County Water Authority. All water service is billed to the Homeowners’ Association which will assess individual homeowners for their proportionate share as part of the annual assessment. Sanitary sewers and waste water treatment is provided by the Town of Penfield. ⁽¹⁰⁾
14. Railings will be made of black wrought iron, can be shaped at the end and for two step units the railing can be mounted on the step.

The Association incurs a water-related expense for irrigating the landscaped areas of the property. ⁽¹¹⁾

Other questions may arise as to whether a certain service request is covered by Association fees. In such cases, your Board and management company will review and make a decision.

SHADOW PINES **HOMEOWNERS ASSOCIATION** **RULES and REGULATIONS**

1. OUTSIDE APPEARANCE OF HOMES and EXTERIOR MODIFICATIONS: (See Offering Plan, page 53, Article VIII, paragraph 4 {“Declaration of Covenants, Conditions and Restrictions” for complete text})

No exterior modifications or alterations to building and grounds can be made without the written approval of the Board through a Variance Request Process. The Variance Form may be obtained from the Management Company. (See Offering Plan, page 53, Article VIII, paragraph 4 {“Declaration of Covenants, Conditions and Restrictions” for wording} (See also ⁽¹²⁾ and ⁽¹³⁾. This

includes all requests for siding, decks, patios, generators, plantings, windows, doors, skylight additions, satellite dish, etc., and the request must include written plans and specifications. Variance approval must be sought before a dumpster, temporary storage unit, construction/maintenance vehicle or any similar item may be parked on Shadow Pines property. Typically, approval will be limited to one seven-day period or less. The materials used when stoops are being reconstructed must be compatible with the color and design of the townhouse. There is a separate published packet of variance requirements and specifications covering the following: replacement windows, storm doors, windows etc.

No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling and a garage. (14)

No fences, hedges, or walls shall be erected or maintained upon the property except those erected at the time of the original construction of the homes. (15)

No hot tubs, spas or above ground pools will be permitted on the property.

No alteration or addition to or re-painting of the exterior of any home shall be made unless it conforms in architecture, material and color to the dwelling as originally constructed. (16)

No radio, television or similar towers or antennae shall be erected or attached to the exterior of any dwelling. (17) (see satellite dishes # 21 for exception)

Any modification made without prior approval of the Board of Directors will be subject to removal.

2. VARIANCE PROCESS: As stated above, no exterior modifications or alterations to building and grounds can be made without the written approval of the Board through the Variance Review process. A blank variance request form may be obtained from the Management Company. If you do not find an answer to your question in the above rules and regulations, contact the Property Manager for further information. DO NOT proceed with any exterior modifications until you have proper written approval and instructions from the Board and Property Manager. While the Rules are an attempt at completeness there may be an omission that requires a variance approval by your Board of Directors.

3. INTERIOR MODIFICATIONS: All interior work, with the exception of emergency work, shall be done during the hours of 8:00 AM to 6:00 PM, Monday through Saturday 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 through a variance. All building codes are to be followed, including obtaining any necessary permits at owner expense. No bedrooms or sleeping quarters are permitted in any basement area whether temporary or permanent in nature unless it complies with town codes for outside egress. All contractors on Association property must provide owners, the Association and Property Manager with a certificate of insurance naming each as additional insured on Liability and Worker's Compensation Insurance held by such contractor. **Proof of insurance must be on file with the Property Manager PRIOR to the start of any work. No Insurance !! No permission to work!!**

4. INSURED CONTRACTORS: This is necessary to repeat. All contractors working on the exterior of our homes and on association property must be properly insured! Contractors must provide the Association and Property Manager with a certificate of insurance naming Shadow Pines Homeowners Association and the Woodbridge Group as additional insured on Liability and Worker's Compensation Insurance held by such contractor. No Insurance!! No permission to work!!

5. PETS: Town ordinances regarding all animals shall govern all Shadow Pines property. Homeowners may have two pets including cats and dogs. The Board, may, from time to time, impose reasonable rules and regulations setting forth the type of pets allowed. (18)

No dog or cat shall be kept or left unattended on the grounds, in the garages, patios, front stoops or decks at any time, whether or not chained, caged or tethered. The Board shall have the right at its sole discretion to require any member of the Association, any tenant of any member or any family member or guest of any member or tenant to remove any animal, bird or insect from Association property. No pet waste shall be deposited or left anywhere on the grounds. **Pet waste must be removed immediately** as it attracts rodents, insects, and causes landscape maintenance problems. If an individual is found to be in violation of these Rules and Regulations, the Association or its Managing Agent or its employees may contact any local municipal authority with power to impound animals without any liability on the part of the Association, its directors, agents or employees. The Board may also require a written permit and the posting of a security deposit with the Association. The deposit may be applied for the payment of any repairs or damage caused by a dog or cat to the common areas.

6. PARKING: It is important that all homeowners use common courtesy when parking vehicles. Homeowners' parking will be limited to the owner's private driveway and garage. Parking is permitted for home health care personnel when residents need these services. Overnight parking in driveways is discouraged. No overnight parking is permitted on the streets, unless associated with general maintenance by the Association, such as driveway sealing. During winter months, driveways must be kept clear for snow plowing. Overnight or long-term guests should park in the common parking areas. There is to be no parking on lawn areas, and no vehicle should block any driveway, fire hydrant, or mailbox access. ⁽¹⁹⁾

Parking in the turn-around area of the complex is prohibited as these are designated for use by emergency vehicles. Parking violations are subject to fines and towing at owner's expense.

7. THIRD CAR GUIDELINES: On a temporary basis, it will be permissible for residents of SPHA to have a third vehicle, which may be parked at certain common parking areas. They may also be parked in single unit driveways.

- Temporary basis is defined as a period of three months or less and may be extended at the discretion of the SPHA Board of Directors.
- It will be the resident's responsibility to notify the Board of Directors in writing that a third vehicle will be on the premises and to provide an estimate of the temporary time period,
- It will be the resident's responsibility to apply to the Board of Directors for an extension, one (1) month prior to the expiration of the temporary period, with a new estimate of the extended period.
- Only private passenger type vehicles may be parked.
- Boats, trailers, campers, RVs, vans or pick-ups with signage or advertising or other similar vehicles may not be parked on the premises.
- Parking will be permitted only in the common parking areas, except the swimming pool common area during operation of the pool. No long-term parking is allowed by the pool between Memorial Day and Labor Day--during the pool hours--to keep spaces available for swimmers.
- There are 17 parking spaces which are eligible as follows:
 - 4 spaces between Whalen Road and #2
 - 5 spaces on the West side of swimming pool
 - 5 spaces on the North side of swimming pool
 - 3 spaces between #9 and # 11
- Parking in common areas will be on an "as available" basis and will not be assigned.
- It is not permissible to park third vehicles in the street.

-- Parked cars must be moved in winter months for snow removal. These guidelines will have no impact on daily visitor parking or parking if a resident is entertaining. This should be done with consideration of the residents and to the safety of all concerned.

There should be no obstruction to the common areas nor should anything be stored in those areas without the prior consent of the Association. (20)

8. VEHICLES WITH BUSINESS MARKINGS, LABELS OR DECALS AND OVERSIZE VEHICLES: Overnight parking in the streets or driveways, or common areas of any vehicle with business markings, labels or decal imprinted on or attached to the body of the vehicle is NOT permitted. Exceptions may be made in case of an emergency. Pick-up trucks without commercial lettering or equipment, or other oversize vehicles that cannot access the standard garage require a variance to be left parked in a driveway. Heavy vehicles left on driveways causes severe blacktop damage for which the property Owner will be held financially responsible. (21)

9. BOATS, TRAILERS, and RECREATIONAL VEHICLES: Any boat, trailer or recreational vehicle must be parked in a garage. Short term loading and unloading of such a vehicle will be permitted in anticipation of use or before storage. The Board of Directors or Property Manager may grant short term parking privileges for guests (not to exceed 48 hours without written approval of the Board) on an individual basis. Under no circumstances will the special parking privileges extend beyond (3) days.

10. REGISTERED/UNLICENSED MOTOR VEHICLES: Unregistered/unlicensed motor vehicles, which include mini-bikes, trail-bikes, go-carts, snowmobiles, mopeds, etc., are prohibited from operating or remaining on Association property overnight for more than 72 hours within a month, or they must be parked in a garage. Golf carts should be in the garage when not in use. Minor drivers of golf carts are to be accompanied by an adult at all times. (22)

Unlicensed motor vehicles violating these Rules and Regulations shall be towed at the owner's expense.

11. SIGNS: No advertising signs, including political endorsements, are allowed. (23) Signs indicating that a house is protected by a security system must be limited to one (1) sign at the front of the unit near the main entrance and small signs posted on the inside of individual homes. For Sale signs are not permitted on any part of the property.

HOUSEHOLD OR ESTATE SALES OR OPEN HOUSE SIGNS: At the time of the sale of a townhome, household sales are allowed and are limited to two consecutive days from 9 a.m. to 5 p.m. An open house sign at entrance to Shadow Pines may be used on the day of the open house. Realtor signs shall not exceed 18" wide by 24" long, and they shall not be erected on any post that is inserted in the property's ground or soil. No other signs are permitted without the Board's written approval. (24) Any damage to lawns, street etc. that occurs as a result of a household, estate or open house is the responsibility of the homeowner.

12. DECORATIONS, BIRD FEEDERS, WIND CHIMES & PATIO FURNITURE:
: Decorations that are appropriate for the season are allowed. Decorations must not cover the house number, interfere with lawn mowing, foundation planting maintenance and/or snow removal. Holiday decorations installed using nails, screws or other devices requiring penetration of the wood or brick are discouraged. The homeowner is responsible for any resulting damage to exterior surfaces and shall be expected to repair damages.

Holiday lighting – Although there is no governing regulation or rule, it is the informal practice of the residents in the Shadow Pines community to limit outdoor holiday lighting on the roadside of their structures to white lights. There is no informal practice with respect to color on the non-road sides of the structures.

Bird feeders are not allowed in the front of homes and may not be attached to any part of a unit. Bird feeders are allowed in the backs of homes but far enough away from homes to discourage rodents and other undesirable critters. Bird feeders must not interfere with lawn mowing, foundation planting maintenance and/or snow removal. Hummingbird feeders are allowed in the rear of homes.

Wind chimes may require removal if they become a nuisance to neighbors. Owners should respect their neighbors since many decks/patios are close to each other.

Lawn furniture should be kept on decks and patios and off the grass so the area is clear for lawn mowing.

13. THE AMERICAN FLAG: At all times the United States flag should be mounted and flown according to proper flag etiquette.

14. FOUNDATION PLANTINGS: The Association is responsible for the common areas that are in front of and between units. The existing front and side foundation plantings—ornamental trees and shrubs should not be altered without board approval.

Owners are responsible for the maintenance of plantings and landscape beds located on the property behind the units except for the removal of hazardous trees. A variance is required for anything that permanently affects the exterior appearance of the homes including adding gardens and planting trees and shrubs. The variance request should include a diagram showing the location, type and quantity of proposed plantings. It is the Owner's responsibility to maintain the perennials, including herbs and groundcovers, as well as annuals planted in the beds. These plants will be removed if not properly cared for and if overcrowding occurs. (25) The Association cannot take responsibility for plants and flowers that interfere with the normal pruning and maintenance of Association-controlled planting areas (front and front half of sides).

15. DWELLING IN OTHER THAN RESIDENTIAL UNITS: No temporary building trailer, basement, tent, shack, barn, outbuilding, shed, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any lot or other portion of the property.

16. RENTAL OF HOMES: There is no prohibition on the sale or mortgage of the individual units. Leasing may be allowed only if the lease term is three (3) months or longer. (26, 27)

All leases of home in the community shall be in writing and shall comply with the provisions of the Declarations of "one family occupancy" as well as the By-Laws and the Rules and Regulations. The property Owner must also notify the Property Manager and provide tenant contact information to the Property Manager.

All tenants or occupants under a lease must comply with all provisions of the declarations, the By-Laws and the House Rules and Regulations of this community. **The owner of a leased unit shall be held responsible for any and all infractions of such regulations by a tenant or other occupant.** Any lease entered into for rental must contain a clause pursuant to which the tenant acknowledges that he has received a copy of the House Rules and Regulations.

Any violation of any provision of the Declaration, By-Laws or the Rules and Regulations shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.

The Home Owner shall be responsible for remedying any violation. If the violation is not remedied or if the Board of Directors shall determine that the violation is of such a nature as to justify termination of the lease, then the Board of Directors through its Property Manager shall notify the Homeowner immediately to institute and diligently pursue, at the Homeowners expense, an action in an appropriate court to remove the Tenant from the community based upon the breach of the lease and/or for the violation of the Declarations, By-Laws or House Rules and Regulations. In the event the Home Owner fails to fulfill his obligation to pursue such an action, the Board shall have the right, but not the duty, to institute and pursue such an action as attorney-in-fact for the Homeowner at the Homeowner's sole cost and expense, including, but not limited to, court costs, expenses, and legal and other professional fees incurred.

17. TRASH REMOVAL: Trash removal occurs on a specific day each week. Trash containers may be placed outside for pick-up no earlier than 6:00 P.M. on the evening prior to collection day. When convenient you may put trash items out early in the morning on the day of pick-up. Trash must be in a securely covered plastic or metal can, or in a securely closed plastic bag and left near the garage doors. Recycling bins need to be placed on the driveway near the curb. Containers must be taken inside by the end of the trash collection day. The secure containment of refuse or recyclables is required to prevent nocturnal animals and/or adverse weather conditions from causing a refuse mess. (28, 29)

All trash and trash containers must be stored inside a garage. If you plan on placing large items (appliances, carpet, etc.) out for removal by the refuse carrier, you must contact the refuse company in advance to arrange for pick-up. Under no circumstances should furniture or similar objects be placed at the curb except on trash day. There may be a charge to the homeowner by the refuse company for certain items such as refrigerators due to recycling Freon gas. Any problems, complaints, or concerns regarding the service should be directed to the Property Manager. No loose papers or recycling material shall be placed without securing it from winds. Any area trash clean-up required from debris that blows around will be charged to the unit(s) adjacent to the refuse spill.

18. COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY: No wholesale or retail business, service occupation or home business shall be conducted in or on any lot or other portion of the property without the consent of the Board. (30)
Professional home offices are allowed subject to Town of Penfield building codes and variance from the Board. No signage is permitted.

19. NOISE OR ODOR: There should be no unusual or objectionable noise or odor emanating from the dwelling units. (31) 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 comply with the Penfield town ordinance which applies between the hours of 11:00 P.M. to 8:00 A.M.

20. GARAGE DOORS: Garage doors should not remain open for extended periods of time. During the summer it is reasonable to maintain a 12"-15" opening during the heat of the day. Unattended open garages can attract unwanted animals, rodents, and people. Garages cannot be used as a dwelling of any type, seasonal or otherwise, nor for commercial purposes.

21. SATELLITE DISH GUIDELINES: There should be no more than (1) dish per unit. The variance submitted to the Board for the installation of satellite dishes will require the exact location and method of attachment. (32)

Homeowners must provide sketches if necessary. Contractor needs to verify reception at this location before submission of variance. The contractors name, address, phone number and certificates of insurance for General Liability (\$1,000,000.), (Workers Compensation – statutory limits) naming the Shadow Pines Homeowners Association and Woodbridge Group as property manager as additional insureds is required. Contractor will also need to sign a hold harmless form.

Considerations:

- a) Whenever possible, the cable shall be concealed within the building.
- b) The dish color shall be as unobtrusive as possible and will need to be painted if not in compliance with color of homes.
- c) Installer shall properly ground any external portion of the antenna.
- d) Property owner shall be responsible for any damage to the structure or common areas.
- e) Repairs from lightning strikes or wind damage to a satellite dish shall be the owners' responsibility.
- f) Any and all repairs to the antenna, dish, mounting, or building including roof leaks are the owner's responsibility.
- g) Owner shall be responsible to have any new prospective purchaser accept the responsibility of the dish antenna per the approved variance or the antenna shall be removed and the building restored to original condition at owner's expense prior to transfer of title.

PROHIBITED LOCATIONS FOR SATELLITE DISH:

- No antenna shall be mounted on the siding, soffit, or trim.
- No antenna will be permitted in any common areas.

22. SNOWMOBILES: No snowmobiles or similar motor vehicle shall be operated on any portion of the Association property. The only exception is an emergency situation due to severe winter weather.

23. OUTSIDE REPAIR WORK TO VEHICLES: Cars may be washed, waxed and interior cleaned in the driveway. No other work on any motor vehicle, boats or machines of any kind shall be permitted on Association property without the written approval of the Board.

24. OUTSIDE DRYING: Laundry poles and lines outside of dwelling are prohibited. No outside drying or airing of clothing/ bedding shall be permitted on Association property. (32)

25. NOXIOUS OR OFFENSIVE ACTIVITIES: No noxious or offensive activity shall be carried out on any portion of the Association property, nor shall anything be done that may be or become a nuisance or annoyance in the area or to the residents or owners. (33)

The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances are prohibited.

Activities that are detrimental to or endanger the public health, safety, comfort or welfare, or be injurious to the property, vegetation, or animals, adversely affect property values or otherwise produce nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code are prohibited. Any observed acts of vandalism should be reported to the Property Manager and to 911. Your name will remain protected.

26. FENCES/ PROTECTIVE SCREENING: *See #1 Unless otherwise consented to in writing through the variance process, no new fence, wall, or screen planting (shrubs) shall be erected anywhere on the Association property. Any privacy screen planting material, fence/deck enclosures, or walls initially developed on a Lot or other portion of the properties shall be removed or replaced with other than types of plantings, fence or wall except with permission of the Board through the Variance Review process submitted according to the process.

Notwithstanding the foregoing, no fence, wall, or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic. Owners are responsible to maintain the custom patio plantings of all rear yard areas and along the building sides up to the back of the garage.

27. PRIVACY WALLS: The Association shall be responsible for the cost of reasonable repair and maintenance of a privacy wall. A townhome owner, who, by negligent or willful act, causes the privacy wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by such elements. The privacy wall is any connection point between two adjacent townhomes.

28. INSURANCE OBTAINED BY HOMEOWNERS: Owners need to make sure they have proper homeowner's insurance coverage for their personal property and property improvements that are not covered by the Master Insurance policy. ⁽³⁴⁾

It is important to take out and maintain a separate insurance policy (form HO-6 "all-risk") for the contents of your townhouse and to provide liability coverage for the inside of your unit. The Homeowners Association is not responsible for this type of coverage.

All policies obtained by townhome owners must contain waivers of subrogation and the liability of carriers. Insurance procured by the Board must not be affected or diminished by reason of any insurance obtained by a townhome owner.

Any owner needing clarification of the rules should contact the Property Manager.

The Homeowners Association's master insurance policy covers property losses for the structure of the townhome and liability coverage for the common area. You may request a certificate of insurance from the Association's insurer.

Deductibles are NOT borne by the Association. In situations where multiple residents file a common insurance claim, the deductible is pro-rated among the claimants.

If you incur a loss in your unit that is totally confined to the interior, you should call your insurance agent directly to file a claim. If the claim involves a loss on the outside of your unit or a combination of interior and exterior, please contact our management company. They will file any such claim and involve you in the interior portion of the claim. Such claims can be made for damage to interior building elements, e.g., drywall, built-in appliances, carpets, but not for your furniture or other personal belongings. Questions should be directed to our Property Manager and/or your insurance agent.

29. WINDOW AIR CONDITIONERS AND FANS: The installation of window air conditioning units and fans is prohibited. ⁽³⁵⁾

30. VEHICLE SPEED LIMITS: Shadow Pines Drive is a private road and has a speed restriction of **20 miles per hour**. Homeowners are expected to comply with the speed limit and to inform guests of the limit.

31. MONTHLY ASSESSEMENT AND LATE FEES: Per the Homeowners Association By-Laws, monthly assessments for SPHA are due on the first of each month. Association maintenance fees,

assessments, or other charges that remain unpaid after the 10th of a given month will be charged a late fee, plus the maximum allowable interest rate on overdue balances.

32. SAFETY EQUIPMENT: In compliance with our Master Insurance on the buildings and in consideration for occupant and building safety, the following equipment is now required in each townhome: one (1) type ABC 2.5/lb fire extinguisher, one (1) combination smoke detector / Carbon monoxide monitor on each level of the townhome that is hard wired or contains a 10 year LITHIUM battery for long life. The 120volt powered smoke detector that was originally installed in the townhome bedroom hallway will suffice for the detector on that level. Smoke detectors may no longer be sensitive, only have a life of about 10 years and should be changed to a currently dated model if you still have an old or original installation. Smoke detectors must be cleaned regularly of dust, and tested regularly to provide the earliest warning of emergencies due to fire or carbon monoxide presence. As furnaces/hot water tanks age they can develop problems and emit high levels of the poisonous gas carbon monoxide. All of this safety equipment is readily available at local building supply companies.

33. ACTIVITIES IN COMMON AREAS: Organized sports activities, outdoor fires, and picnicking are prohibited in the common area unless prior approval of an activity is obtained from the Board. (36, 37)

34. POOL USE: The pool is governed by a separate set of rules available at the pool. The Monroe County Health Department has special requirements of the Association and pool users, and all owners should become familiar with these policies. The pool is a swim-at-your-own-risk facility and requires two adults to be present at all times. All guests must be accompanied by an Owner/Resident of the community at all times. Children under 18 must be accompanied and supervised by two adults.

35. STORAGE: No equipment or supplies of any kind, including firewood, may be stored on the premises except within the garage. (38)

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 for maintaining the quality of life for all residents in the Shadow Pines community. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Shadow Pines community. Owners are responsible for their guests, tenants, family, etc.

In the event there is a violation of the applicable legal requirements as indicated, the homeowner will be notified in writing by the management company and 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 in writing, by telephone, or in person if available, and requested to eliminate the violation immediately or depending on the violation within 10 days.

SECOND NOTICE OF VIOLATION: A \$50.00 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/fees 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 homeowner's home in the same manner that an unpaid common charge constitutes a lien as set forth in the Shadow Pines 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.

DOCUMENTS AND MISCELANEOUS ITEMS TO KEEP

The following documents and items need to be retained by homeowners for passing on to future buyers:

1. Offering Plan (a multi-page document presented to original homeowners and always passed on by the previous owner to the new owners).
2. This Shadow Pines Homeowners' Rules and Regulations (a compilation of key, significant practices, rules and regulations, association and homeowner's responsibilities, easements and mortgage restrictions, and governance, issued in October, 2020).
3. The underground water sprinkler installation agreement. This easement document was needed so that water lines could run through every homeowner's property. This document was therefore signed by and given to each homeowner.
4. Packages of roof shingles will be stored in the pool house. These are necessary in case repairs need to be done to the roof, or if skylights need replacing and additional shingles are needed.
5. Pool rules and the pool key.
6. Two other items may also be saved to help future buyers:
 - a. The written instructions from the disposal company, delineate acceptable material for blue boxes and disposal of other waste products.
 - b. This SPHA Homeowners' Guide to Rules and Regulations
7. Your mailbox key

GOVERNANCE

Governance of the Shadow Pines Homeowners' Association (SPHA) is detailed in the By-Laws of the Shadow Pines Homeowners' Association, Inc. Here is a summary:

1. Meetings of the members: (39)

There is an annual meeting of the Members during October of each year. The date is set by the Board of Directors. Special Meetings of the Members can be called by the President, the Board of Directors, or written request of 1/4 of the Members. Meetings require 15 days written notice. Generally speaking, a Quorum is 50% of the Membership. Members can use written proxies if they are unable or unwilling to be present in person.

2. Board of Directors: ⁽⁴⁰⁾

The Board of Directors will be between 5 to 7 directors. Two persons from a unit may not serve on the Board of Directors at the same time. Directors are nominated by a Nominating Committee or from the floor of the Annual Meeting. Directors are elected by the Membership at the annual meeting by secret written ballot, for 3 year terms. Directors can be removed by majority vote of the Members. Vacancies are filled by the Board for the duration of the unexpired term.

A majority of Directors must be present at a Board Meeting to conduct business. Directors can act at a meeting or by written ratification. The Board conducts the business of the SPHA except for those items reserved to the Membership. The Board can establish rules and regulations governing the use of Common Areas and facilities, fill vacancies on the Board, procure liability and hazard insurance on SPHA property, supervise officers, agents, and employees of the SPHA, establish the annual assessment levels, and otherwise conduct the business of the SPHA.

Directors are not paid, but they can accept expense reimbursement.

3. Meetings of the Board of Directors: ⁽⁴¹⁾

The Board of Directors will meet every other month with additional meetings scheduled as required.

4. Officers: ⁽⁴²⁾

The officers are the President, Vice-President, Secretary, and Treasurer. The President and Vice-President must be Directors. Officers serve 1 year terms. They are elected by, and can be removed by, the Board.

5. Assessment: ⁽⁴³⁾

Annual Assessments (paid in monthly installments), and Special Assessments, provide funding for SPHA. Assessments are made equally against all units.

Annual Assessments are made by the Board to pay for normal operating expenses.

In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and the Lots, or any of them, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly called for this purpose. ⁽⁴⁴⁾ A duly called meeting requires written notice of not less than 30 days, and not more than 60 days.

⁽⁴⁵⁾

6. Amendment of By-Laws:

The By-Laws may be amended, at a regular or special meeting of the members, by a vote of two-thirds (2/3) of a quorum of members present in person or by proxy. ⁽⁴⁶⁾

7. Amendment of Declaration of Covenants, Conditions and Restrictions:

The Rules and Regulations that apply to the individual owners derive their authority from the "Declaration of Covenants, Conditions and Restrictions". ⁽⁴⁷⁾ This "Declaration of Covenants, Conditions and Restrictions" allows for amendments: ⁽⁴⁸⁾

* Within the first 30 years (beginning approximately in 1983) by written instrument signed by not less than 90% of the Owners

* After the first 30 years (beginning approximately in 2013) by written instrument signed by not less than 75% of the Owners.

8. Amendment of Rules and Regulations:

*As granted by the Declaration & By-Laws; The Board of Directors shall have the power:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members or their guests thereon, and to establish penalties for the infraction thereof:

*The Rules and Regulations are subject to change at the discretion and approval of the majority of members of the Board of Directors, so long as they remain in accordance with the Declaration & By-Laws.

Each unit owner will automatically become a member of the Homeowners' Association. As a member of the Association, he will have a voice in the operation of the Association, through election of directors, and attendance at membership meetings. Each owner of a unit will pass on his membership to any subsequent purchaser. Although all owners will be members of the Association, each unit will have only one vote in the operation of the Association, regardless of the number of owners of that unit. The Homeowners' Association is the governing body which will enforce the covenants, easements and restrictions which affect all homes in the subdivision. The Association, through its board will set the annual assessments for operation of Association activities and maintenance of common properties, grounds and the exterior of the homes. (49)

Every Owner of a Lot which is subjected by this Declaration to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. (50)

There are no restrictions on who may purchase a unit and become a member of the Association except that occupancy is limited to single family use. (51)

POLICY FOR SPECIAL ASSESSMENTS:

Article V, Section 2 of the Declaration of Covenants, Conditions, and Restrictions (52) gives the Association the power to use Special Assessments to pay for many repairs to the external structures. (53)

Just because it has the ability, however, does not necessarily require the Association to perform all of these functions. Article V, Section 2 states:

“Assessments levied by the Association shall be used exclusively (i) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the Common Area owned by the Association, exclusively for the benefit of its members, their guests, tenants and invitees; and (ii) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis the Lots, and the improvements constructed thereon, for the purpose of preserving the exterior appearance and configuration of said Lots and Homes, including, but not limited to, foundations, all exterior (outside) walls, including window casements (excluding, nevertheless, all glass replacements or breakage and window screens) a, exterior chimney and exterior doors (excluding, nevertheless, storm and screen doors), roof and roof members, fascia and exterior trim, gutters and down spouts, driveways, walks and parking areas, trees, shrubs and grasses and other exterior improvements, including patio areas and/or decks. Except for the structural portion of the exterior walls and roof members, there shall be no

obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of the interior of any Home or any fixtures or mechanical system (including but not limited to heating, including chimney, lighting, plumbing, and air-conditioning) for any Owner. The above obligation shall not include any maintenance, repairs or replacements caused by fire or other casualty to a Home, except as provided...”

A special assessment is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and the Lots, or any of them, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly called for this purpose

⁽⁵⁴⁾ A duly called meeting requires written notice of not less than 30 days and not more than 60 days.

⁽⁵⁵⁾

CONCLUSION

Although there is a legal basis for the enactment of these house rules, and New York State Real Property Law does provide a means for redress of violation of these rules, in the final analysis, it is the spirit of cooperation and voluntary compliance that provides the lifeblood for these rules.

Shadow Pines Homeowners Association, Inc.

VARIANCE REQUEST

Return or Fax to:

Woodbridge Group
PO Box 237
Pittsford, NY 14534

Requested By:

Name: _____
Address: _____
Phone: _____

FAX: (585) 385-4693

Date: _____

E-MAIL: Service@woodbridgegrouppro.com

To: The Board of Directors:

I request permission to make the following changes to the exterior of my townhome or to the common area of the community. I have attached a sketch of proposed changes, listed materials, brochures, 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

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.

OFFERING PLAN REFERENCES

1. Offering Plan, beginning page 64, [SPHA By-Laws, Articles IV, V, VI, and VII]
2. Offering Plan, beginning page 66, [SPHA By-Laws, Articles VI]
3. Offering Plan, beginning page 68, [SPHA By-Laws, Article VIII]
4. Offering Plan, page 1, paragraph 2
5. Offering Plan, page 23, paragraph 4.
6. Offering Plan, page 24, paragraph 2
7. Offering Plan, page 3, paragraph 2
8. Offering Plan, page 11 Article VI ["Declaration of Covenants, Conditions and Restrictions"]
9. Offering Plan, page 11 Article VI ["Declaration of Covenants, Conditions and Restrictions"]
10. Offering Plan, page 3, paragraph 1
11. Offering Plan, page 7, paragraph (2.)
12. Offering Plan, page 26, paragraph 2
13. Offering Plan, page 53, Article VIII, paragraph 4 ["Declaration of Covenants, Conditions and Restrictions"]
14. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
15. Offering Plan, page 53, Article VIII, paragraph 4 ["Declaration of Covenants, Conditions and Restrictions"]
16. Offering Plan, page 53, Article VIII, paragraph 4 ["Declaration of Covenants, Conditions and Restrictions"]
17. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
18. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
19. Offering Plan, page 43, Article III, Section 2 ["Declaration of Covenants, Conditions and Restrictions"]

20. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
21. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
22. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
23. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
24. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
25. Offering Plan, page 53, Article VIII, paragraph 4 ["Declaration of Covenants, Conditions and Restrictions"]
26. Offering Plan, page 27, paragraph 2
27. Offering Plan, page 52, Article VIII, paragraph 2 ["Declaration of Covenants, Conditions and Restrictions"]
28. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
29. Offering Plan, page 25, paragraph 3
30. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
31. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
32. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
33. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
34. Offering Plan, page 27, paragraph 4
35. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]

36. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
37. Offering Plan, page 7, paragraph (2.)-2
38. Offering Plan, page 52, Article VIII, paragraph 1 ["Declaration of Covenants, Conditions and Restrictions"]
39. Offering Plan, beginning page 63, [SPHA By-Laws, Articles III]
40. Offering Plan, beginning page 64, [SPHA By-Laws, Articles IV, V, VI, and VII]
41. Offering Plan, beginning page 66, [SPHA By-Laws, Articles VI]
42. Offering Plan, beginning page 68, [SPHA By-Laws, Article VIII]
43. Offering Plan, page 71, [SPHA By-Laws, Article XI]
44. Offering Plan, page 47, Article v, Section 4 ["Declaration of Covenants, Conditions and Restrictions"]
45. Offering Plan, page 47, Section 5 ["Declaration of Covenants, Conditions and Restrictions"]
46. Offering Plan, page 72, [SPHA By-Laws, Article XIV]
47. Offering Plan, beginning on page 40, ["Declaration of Covenants, Conditions and Restrictions"]
48. Offering Plan, page 58, Article XI, Section 1 ["Declaration of Covenants, Conditions and Restrictions"]
49. Offering Plan, page 2, paragraph 2
50. Offering Plan, Page 44, Article IV, Section 1 ["Declaration of Covenants, Conditions and Restrictions"]
51. Offering Plan, page 26, paragraph 2
52. Offering Plan, page 46, Article V, Section 2 ["Declaration of Covenants, Conditions and Restrictions"]
53. Offering Plan, page 71, [SPHA By-Laws, Article XI]
54. Offering Plan, page 47, Article v, Section 4 ["Declaration of Covenants, Conditions and Restrictions"]
55. Offering Plan, page 47, Section 5 ["Declaration of Covenants, Conditions and Restrictions"]