

**Concord Square Home's Association, Inc.
224 New Wickham Drive
Penfield, New York 14526**

Concord Square Home's Association Rules and Regulations

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Because important revisions have been made, we strongly urge you to read these revised rules and regulations so that you will be familiar with the changes, and penalties that will be incurred when violations take place.

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HANDBOOK FOR RESIDENTS

INTRODUCTION

This handbook is designed to provide the residents of Concord Square with a complete source of information about living in Concord Square. It is issued to each unit and should be kept in each unit through changes in ownership and /or tenants. This loose-leaf format will accommodate additional and revised pages which may be issued from time-to-time. Residents are encouraged to keep the Handbook up to date so it will be of use to them as well as any future residents.

Living in a shared community, such as Concord Square, is quite different from living in a community of single detached homes. Each Concord Square townhouse owner also owns a share of the common area (clubhouse, pool, driveways), and is responsible, thorough a monthly assessment fee, for a share of the costs of property maintenance and operations.

The deed conveying to the townhouse also conveys membership in Concord Square Homeowners Association and imposes certain legal obligations on the owner, expressed through the Declaration of Covenants, Easements, and Restrictions. This Declaration, along with the Association's By-laws and the Rules and Regulations, make up the Association's governing documents, all of which are binding on the owner and on any subsequent owners of the townhouse.

Any Homeowner who rents his/her townhouse bears the additional responsibility of ensuring that his/her tenants also abide by the provisions of these documents. All Concord Square residents should make a point of reading and understanding these documents.

CHILDREN'S PLAYGROUND

The Children's Playground Area is located west of the sidewalk paralleling the East side of the pool. The following rules apply to the use of this area:

1. The playground is for use from 9:00 A. M. until dark by Concord Square Residents, their children and/or their guests.
2. Users of this area are responsible for the removal of soda cans, snack paper wrappings and any other litter at the time of their departure. This trash should be taken to the resident's home and disposed of appropriately.
3. Adult supervision (age 16, or older) is **mandatory**, and they are responsible for the actions of the non-adult(s).
4. This area is designed and intended to be used by small children, not as a loitering area for teenagers.
5. Pets are **prohibited** from this area.
6. The superintendent or any member of the Board has the authority to remove unruly individuals from this area.

Clubhouse
Hours 8:00 A.M. to 11:00 P.M. Daily

SECURITY ENTRY SYSTEM:

Each resident is issued a “fob” which activates the security locks on the Clubhouse doors and the pool gate. The resident must request the fob from the Superintendent. After payment of a \$20.00 deposit fee, each fob is individually coded to record the time and identity of the user at each entry. Fobs are for the use of owner and renter’s families only; and they may be cancelled if the Concord Square Rules and Regulations are abused. Lost or stolen fobs should be reported immediately to the Superintendent. Replacements will be issued at a charge of \$20.00 to the owner. Upon sale of the townhouse, the fob must be turned in to the Superintendent and arrangements will be made for the reimbursement of the deposit fee.

RESERVATION PROCESS:

Reservations will be accepted on a first-come, first served basis. Reservations for recurring functions may be made in advance; however, resident communication meetings and Board functions take precedence. Reservations are for the Community Room and Kitchen only. The Billiard Room is not included in the reservation. Reservations for recurring functions Monday through Thursday may be made a year in advance (e.g. a meeting every Tuesday or the first Thursday of every month). However, reservations for recurring Friday through Sunday functions may be made no more than a month in advance.

Two checks must be presented to the Clubhouse Committee representative no later than two weeks prior to the reserved date. One check is made out for the use of the facility, and it will not be refunded. The second check is for a security deposit and will be refunded after the event once the Clubhouse Committee Representative has inspected the facility. This is done to ensure that it has been appropriately cleaned and there was no damage to the facility or furniture at the time it was used.

Should any damage repairs exceed the amount covered by the security deposit check, the owner/renter is responsible for additional fees incurred to make these repairs.

The process developed by the Clubhouse Committee will ensure that inspection and payment takes place prior to and after the scheduled event.

NOTE: The Pool cannot be reserved and is not included in any Clubhouse reservation. Please See Swimming Pool Rules for use of that facility.

Resident Responsibilities

1. No guest or family member under 18 may be in the Clubhouse without a resident owner or renter.
2. Resident owners and renters are permitted to reserve the Clubhouse. The resident or renter must be present at the time their guests are using the Clubhouse, and he/she is responsible for the proper behavior of his/her guests.
3. No owner, renter or group of owners or renters may reserve the swimming pool for private use.
4. The Clubhouse is used for Association and Committee meetings and social functions attended by residents and their guests.
5. The Clubhouse is not to be used for business or profit-making functions unless such a function has the approval of the Board of Directors. Appropriate profit-making functions are those that are open to, primarily intended for and principally attended by homeowners.
6. No pets are allowed in the Clubhouse.
7. Resident owners or renters may reserve only the **lounge and the kitchen**. Reservations will be made on a first come, first served basis. The Billiard Room and Swimming Pool can not be reserved.
8. **No smoking** is allowed in the Clubhouse or on the deck. Smoking is allowed outside in front of the clubhouse **only**.
9. No furniture or equipment of any kind is to be removed or borrowed from the Clubhouse.
10. Full kitchen facilities are available in conjunction with the lounge and must be left clean and in good order. (See detailed rules posted in the kitchen)
11. Grilling or cooking is not permitted on or under the deck.
12. The Clubhouse must be secured upon departure. This includes making sure the windows and doors are locked. The thermostat must be reset, if it has been adjusted in any way, so the temperature is maintained at 65 degrees for the heat and 78 degrees for air conditioning.
13. The Clubhouse hours do not include setting up for a party or cleaning up after the party. Functions in the Clubhouse lounge must end so cleaning can be completed and the building vacated by midnight. Any additional time needed for setting up before a function or cleaning up after a function would need prior approval of the committee chairperson or her designee. If prior approval is not received, it could result in an extra rental charge.
14. Fire code limits the use of the lounge to 53 people. Whenever setting up for a function, all exits must remain easily accessible.
15. The homes surrounding the Clubhouse are private homes and it is assumed the host/hostess will remind their guests when they leave the property to do so in a courteous and quiet manner.

16. The hosting resident is responsible for ensuring the guests park appropriately in the Clubhouse parking lot or in guest spaces as defined in the Parking Rules and Regulations. As stated in these rules and regulations, parking on lawns or in front of garages is not permitted.
17. Anyone with Maintenance or Special Assessments, 60 days in arrears, will lose their pool and clubhouse privileges.

BILLIARD ROOM

1. The Billiard Room will be open during the normal Clubhouse hours.
2. Fire code limits the use of the Billiard Room to 45 people.
3. The Billiard Room may not be used exclusively for private functions.
4. Equipment may not be removed from the Billiard Room.
5. Beverages are allowed in the Billiard Room, but are restricted to the card tables or similar furnishings. No beverages or food should be placed on the pool table.

**CONCORD SQUARE CLUBHOUSE RENTAL APPLICATION FORM
COMMUNITY ROOM AND KITCHEN 8 AM TO 11 PM DAILY**

Please Note: Rental checks are due to Chris Burton Unit #144 no later than two weeks prior to the event or the event may be cancelled.

Please complete both top and bottom of this form.

Resident's Name _____ Unit# _____

Date Requested _____ Time Requested _____ (include set up and clean up in time)

Name of owner /resident attending the function _____

Function contact person _____ Tel. # _____

Specific Type of function _____

Please Note: Any additional time needed for setting up before or cleaning up after a function will need prior approval of the Clubhouse Chair Person or designee. If prior approval is not received, it could result in an extra rental charge. Clubhouse Chair: Pat Nelson, Unit #158 Tel. # 585-678-4559.

Clubhouse rental fees are paid in two checks, \$35 rental fee and \$35 deposit against damage. The \$35 deposit will be returned to you subject to the post function inspection. Make checks payable to Concord Square Homeowners Association; **payable no later than two weeks prior to the event.**

Pre inspection of the Clubhouse will take place at the time listed for the beginning (set up) of your function. A member of the Clubhouse committee will meet you there. If there are any needed changes to this, you will be contacted prior to the event by telephone.

Please complete and deliver to Chris Burton Unit #144 along with checks.

Resident's Name _____ Unit # _____

Date requested _____ Time requested _____ (include set up and clean up in time)

Function contact person _____ Tel. # _____

Name of resident attending function _____

Specific Type of function _____

Special Notice: We ask that no decorations be taped to the walls; no decorations and/or balloons hung from the light fixtures and no small confetti or glitter be used on the premises; food and drink are restricted in the pool table room of the clubhouse.

Alcoholic Beverage Control Waiver

If alcoholic beverages are served in the Clubhouse, the renting resident is responsible for its control and use and for the behavior of his/her guests. Alcoholic beverages will not be served to minors.

Resident Signature and Date _____

DECORATIONS AND SIGNS

DECORATIONS

1. Decorations must not present a hazard of any kind, nor should they restrict building access.
2. Decorations are permitted on bushes **for a period not to exceed four (4) weeks before and two (2) weeks after a holiday**. All electrical decorations must comply with the electrical codes and must be UL approved. Decorations must not cause damage to the exterior of the building.
3. Decorations that comply with the following specifications are permitted on front doors, patio gates and bushes only.
 - A. Decorations must be of a nature that cannot be found offensive. If anyone notifies the Board that they find the decorations offensive, the Board will review the situation and determine appropriate action.
 - B. The decorations must be maintained in good condition and removed or replaced when they begin to look faded or worn.
4. **A variance is required** for the installation of a mounting bracket for a flagpole for flags or banners on outside of fences, garages or in front of units.

SIGNS:

No sign of any kind shall be posted on the exterior of any building or fence with out an approved variance.

EXCEPTION: A “For Sale”, “For Rent” or security sign may be displayed.

EXTERIOR MODIFICATIONS

It is the duty of the Association to protect the property's appearance and marketability by ensuring that any changes to the exterior are consistent with community standards and compatible with the architectural style of the buildings. The Architectural Committee of the Board of Directors reviews, **IN ADVANCE**, plans for any changes to building exteriors, including replacements or additions, through a variance request process.

REQUESTING A VARIANCE

Nothing may be attached and no exterior change, alteration or modification (refer to the Declaration, Article VII) of any kind may be made to any building until detailed plans and specifications of the desired change have been submitted to and approved in writing by the Board of Directors. Variance Request forms are available from the Superintendent and the completed form, along with required brochures, should be left in the Superintendent's office.

1. The Board of Directors have granted a blanket variance for the items listed below, however a Variance Request must be **submitted IN ADVANCE** of any changes to building exteriors. If you have any questions regarding these or any other aspect of the variance process, please contact our Management Company.
 - Full view white storm door on front of units
 - Cylinder door lock – dead bolt
 - Transparent window well covers
 - Front door “peep hole” (approximately 3/8 inch in diameter)
 - White Wayne Dalton Steel Gauge garage doors, (with or without windows). If door with windows is chosen, windows must be in the third panel. (As of September 2012, the following vendors supply Wayne Dalton Garage doors – Felluca Garage Doors (585-467-2391) and Precision Garage Door Service, Inc. (585-223-8960).
 - Clear glass block windows for basement windows
 - Colors for front doors are to be selected from the palate of colors posted on the Clubhouse bulletin board.
 - Outdoor electrical outlets
 - Satellite Dish (Please see Satellite Dish Variance)
 - Connection from Unit to Garage
2. The Variance Request form must be submitted together with (where appropriate) pictures, brochures or other information describing the materials to be used. The homeowner must provide complete details about the nature, size, shape, and location of the proposed modification.
3. The Board's Architectural Committee will review the request and their recommendations will be submitted to the Board for final decision. The homeowner shall be notified of the decision within forty-five (45) days. If the request is rejected, reasons for rejection shall be given and the homeowner may submit a revised request or additional information for further consideration.

4. Possession of a town or county permit does not waive the need for Board approval of an exterior modification, nor does it guarantee approval. Although the Board will not knowingly approve a project which is in violation of the building and/or zoning codes. The responsibility for compliance with any applicable code is solely that of the homeowner. The homeowner requesting a modification is responsible for determining if plans and specifications are in full compliance with existing building and zoning codes, and with plumbing, electrical, health and safety laws and regulations.

APPROVED VARIANCES

Approved variances provide 90 days for the work to be done, after which the homeowner must request an extension or submit a new variance request.

Approved variances expire with the life of the product, which may not be replaced without submitting a new variance request. Approval or denial of the new variance request will be in accordance with the established standards in effect at the time the new request is submitted.

NON-COMPLIANCE

Should any modification be made without advance approval, or which deviates from the approved variance, or which is left incomplete, the homeowner will be given written notice to undo the modification or otherwise bring it into compliance at his own expense. Failure to correct the deviation within a specified length of time will result in the Association taking action to complete or remove the modification. Any expense incurred by the Association will be passed on to the homeowner with an additional twenty percent (20%) administrative fee.

**CONCORD SQUARE HOMEOWNERS ASSOCIATION
VARIANCE REQUEST**

RETURN FORM TO:

Tim Grant
Concord Square Superintendent
224 New Wickham Drive
Penfield, NY 14526

NAME: _____
ADDRESS: _____
PHONE: _____

TO THE BOARD OF DIRECTORS:

I request permission to make the following changes to the exterior of my home.

VARIANCE CHECKLIST – PLEASE INITIAL ON THE LINES

____ I have attached a sketch of proposed changes, listed the materials to be used or a brochure for the windows, doors, paint colors, etc. **(Patios must be 6 inches from the fence and clear of garage and drains.)**

____ The contractor doing the work is:
Name: _____
Phone Number: _____

(All contractors must provide a certificate of insurance showing appropriate liability and workers compensation insurance)

____ The date the work is expected to be started. **Work cannot start until the variance is approved at a board meeting and you have received notification.**

____ The contractor or I have applied for the Town of Penfield variance and/or building permits, if required.

____ I will notify the Superintendent when the work has been completed. Phone #377-2240

_____ Date _____ Homeowner Signature _____

Architectural Committee recommendation

Approved: _____, _____ Denied: _____, _____ Date _____

Board of Directors:
Approved: _____, _____ Denied: _____, _____ Date _____

More information required: _____

The work has been completed according to the specifications approved.

_____ Concord Square Superintendent _____ Date _____

Revised 12/17/15

SATELLITE DISHES

Any homeowner who wishes to install a satellite dish must complete the following Variance Addendum and submit with the Variance form.

VARIANCE ADDENDUM
SATELLITE DISHES

If you have completed a variance form for a satellite dish, please read the following requirements and sign below to accept the requirements.

1. The dish must be no larger than one meter in diameter and must be professionally installed.
2. The Concord Square Homeowners Association is not responsible for any damage incurred, to the exterior or interiors of the unit/garage, from the installation of the satellite dish, no matter what/who caused the damage.
3. The Homeowners Association insists on an approved, preferred location of the dish that shall be the backside of the garage roof below the peak line. If there is a problem with obtaining a signal at this location, the Association will look at an alternative location on a case-by-case basis. If the signal cannot be obtained on the backside of the garage, homeowner must provide documentation from the installer indicating that location is not feasible.
4. There can be **NO** exposed cables/wiring on the exterior siding of the unit when access to the 2nd story is necessary. It is the homeowner's sole responsibility to inform the installer of this requirement.
5. If for any reason the dish is removed, the Superintendent **MUST** be notified for the purpose of an inspection following removal. Any repairs required, to the unit/garage exterior or interiors, must be done by the homeowner.

Agreed to _____ Date _____
Homeowner signature

Homeowner (please print)

Superintendent signature

Revised 7/11/2015

NOISE AND NUISANCE

Living in a shared community necessitates that we all practice consideration, courtesy and thoughtfulness toward each other.

It is essential that no nuisance be allowed on Concord Square property. A nuisance is defined as any practice that is the source of annoyance to residents, or that interfere with the peaceful occupancy, enjoyment or use of Concord Square for its residents. Nuisances include excessive noise, odor, or behavior that in any way is disruptive and offensive to the residents or environment. (See Section 10.06 of the 2002 Revised Declaration.)

The provisions of the Penfield Town Noise Ordinance shall apply to all property within Concord Square. For purposes of this rule, private driveways shall be considered public streets. The ordinance prohibits “any unreasonable loud, disturbing and unnecessary noise, including those emitting from buildings, vehicles, machinery or animals. Noise must not be at a level “as to annoy the quiet, comfort or repose of persons in any dwelling.”

OUTDOOR GRILLS

Outdoor grills should be used at the farthest point from the combustible materials on the building or fences. The grill should be away from the siding. (vinyl siding will melt with intense heat.) Do not grill in the garage or between the garage and common areas or on the decks (units 158-172).

Outdoor grills without propane tanks can be stored inside garages at any time. Propane tanks are not allowed inside garages or buildings by New York State Fire Code and must be removed from the grill if being placed in a garage.

Damage to the siding etc. will be at the expense of the homeowner.

OUTDOOR FIREPLACES, FIRE PITS, CHIMENEAS, ETC.

Any type of outdoor fireplace is NOT ALLOWED. These are potential fire hazards, and would impact our entire community both physically, financially, etc. should a fire occur.

PARKING AREAS AND DRIVEWAYS

These regulations have been approved by the Board of Directors and will be enforced by the Management Company. **Residents are responsible for notifying their guests** of all rules as stated below.

1. A speed limit of 10 miles per hour, on the premises, must be observed at all times. No exceptions will be tolerated.
2. No unlicensed person is allowed to drive a vehicle in the community.
3. Parking on the grass is prohibited at all times.
4. Parallel parking behind and along the garages is permitted on a drop-off basis **only**.
5. Owners are to park in their garages. Parking spaces in common areas are available for guests. Residents with more vehicles than their garage can accommodate should park their vehicles in the Clubhouse parking area, in the southeast corner of the common property behind Units #190-198 or in the 2 spots between the complex garage and Unit #172.
6. Overhead garage doors should be kept closed at all times when not in use.
7. Reserved parking areas behind ranch units are private property. Signs of uniform composition and design are posted to assure that these spaces will be available for the owner.
8. All vehicles parked in the common areas must fit between the lines without extending into the roadways, green areas or sidewalks.
9. ATV's, snow mobiles, skateboards, roller-skates and roller-blades are prohibited in all areas of the community. Bicycles are not permitted on pedestrian walkways.
10. Grassy areas are not to be used for recreational purposes.
11. Parking between garages is permitted for drop-off/pickup usage only.
12. No parking is permitted for any vehicle that is not licensed or not operational without permission from the Board. Any violations will be reported to the Sheriff's Department.
13. Campers and recreational vehicles may be parked behind homes for loading and unloading only. A driver must be available to move the vehicle if it becomes necessary. Once loading/unloading is complete the vehicle must be moved to the southeast corner parking spaces located behind Units #190-198. **The vehicle may not remain on Concord Square property without advance Board approval and receipt of a parking permit.**
14. No snowmobiles, boats or personal heavy-duty trucks will be allowed in the community.

15. Discharge of liquid from any vehicle onto any part of Concord Square confines, including the storm sewers is strictly forbidden. Any vehicle leaking fluid of any kind must be removed from the property as soon as the resident is made aware of the leak. If the resident fails to remove the vehicle within two hours after notification by the Property Supervisor or his designee, the vehicle will be towed at the owner's expense. Residents are liable for repair and clean up costs associated with any damages or stains made by the vehicle as well as the daily fee for the storage by the towing company.
16. No junk vehicles or major motor repair work will be allowed in the community.
17. Commercial vehicles (defined as any vehicle that displays advertising signage and/or equipment indicating that they are other than personal use vehicles) may be parked on Concord Square property only during periods of delivery or service to residents. Resident owned commercial vehicles may remain on the property only if they are parked in the owner's garage.
18. It is the homeowner's responsibility to make sure that vehicles on site to provide services do not block access to other resident's garages. As a courtesy, please notify your immediate neighbors so they are aware.
19. Homeowner's will be asked to provide the Property Management Company with the make/model of their vehicles along with the license plate number. It is the homeowner's responsibility to inform the Property Management Company if any vehicle changes or license plate changes.
20. Violations of this ordinance will be dealt with in the following manner:

First offense: The Management Company will officially warn the offender with a courtesy letter indicating the public parking areas.

Second offense: A fine of \$50 will be charged.

Third offense: A fine of \$100 will be charged.

Fourth offense: A fine of \$200 will be charged.

NOTE: Monetary penalties will be issued to the homeowner, not the tenant, and will become a lien against the townhome if not paid. Overdue accounts may also be sent to our attorney for collection, with interest and legal fees added to the amount owed. Loss of privileges (e.g. use of the pool or clubhouse) for a period up to 60 days

PARKING PERMIT

Approval has been given to park this vehicle on Concord Square Property in the lower parking lot behind Units #190- #198.

APPROVED DATES _____ TO _____

BOARD APPROVAL _____ DATE _____

CC: Superintendent
Homeowner file

PENALTIES

Penalties will vary with the circumstances of the violation. The following are examples of the types of penalties that may be imposed. Serious violations could result in a combination of types of penalties (e.g. cost of repair plus a fine).

NOTE: Monetary penalties will be issued to the homeowner, not the tenant, and will become a lien against the townhome if not paid. Overdue accounts may also be sent to our attorney for collection, with interest and legal fees added to the amount owed.

1. Fines may be imposed on a Per Offense basis or, in the case of a continuing violation, on a “Per Diem” basis. Examples: residents who fail to clean up after their pets may be fined for each offense, but a resident who parks a recreational vehicle without a valid permit may be fined for each 24 hour period that the violation continues. Per Diem fines will have maximum amounts of \$25 per day. Per Offence fines will have the following maximum amounts:

First offense:	Letter from Management Company
Second offense	Up to \$ 50
Third offense	Up to \$100
Fourth offense	Up to \$200

2. Costs pf repair and/or replacement will be assessed to the owner.
3. Loss of privileges (e.g. use of the pool or clubhouse) for a period up to 60 days.
4. Monroe County Sheriff may be called if local or state laws are involved.

PETS

For clarification purposes, a pet is defined in these Rules and Regulations as “a domesticated animal kept for pleasure rather than utility” as defined by The Merriam-Webster Dictionary.

The Town of Penfield has a dog ordinance and a leash law. Residents and homeowners of Concord Square are a diverse group but these provisions must apply to all residents and their pets. Owners are urged to keep their animals under control and to walk them on the perimeter of our property.

1. All residents have the right to an environment that is free of odors, sanitation problems and permanent damage to shrubs and landscaped areas. Additionally, it is the right of each member of our community to be able to enjoy his/her environment in a n unrestricted manner without the concern of odors in their property, walking in animal waste or being accosted by an unruly pet.
2. The Penfield Dog Ordinance requires that all dogs while outside of the owner’s unit must be restrained by a collar or a harness and leash. When leashed, the leash must be held by a person with the ability to control and restrain the dog. Howling and barking dogs are prohibited, as is property damage and the depositing of waste on the common property or on the property of others.
3. Effective August 1, 2000, no more than two (2) pets may be kept in any townhome. The limit does not apply to tropical fish or birds. Residents residing at Concord Square as of August 1, 2000, who have more than two (2) pets in there townhome, are granted a waiver of this rule. These pets may remain for their lifetime, but residents may not acquire replacement pets that would exceed the new limitation rule of two (2) pets per unit.
4. Owners must comply with all state and local regulations regarding licensing and inoculation of pets.
5. Pets leaving the confines of the owner’s townhome must be tagged with the owner’s name and address should the pet become accidentally lost.
6. Pets may not be chained, staked or tied outside the owner’s patio such as on common property or in the front of home.
7. Owners are responsible for cleaning up all pet waste from **any area** in which waste is deposited. All waste, including litter used by cats, should be disposed of with the owner’s trash and removed when trash is collected.
8. Pets are **not allowed** in the Clubhouse, the Children’s Playground Area or the pool area.
9. Owners are responsible for damage caused by their pets, or the pets of their tenants or guests.
10. No pets may be housed in a townhome for breeding or any other commercial purpose.

11. Complaints made to the Board by homeowners regarding disruptive pets will be dealt with on an individual basis. Homeowners may be required to come before the Board to provide a solution to the on-going problem.
12. Any dog that bites a person in Concord Square must be permanently removed from their premises.

ENFORCEMENT AND PENALTIES

1. Any resident observing a violation of the above rules should call a board member and, if appropriate, the Penfield Dog Control Officer.
2. Homeowners may be subject to a fine for the first violation. The Board of Directors will determine subsequent penalties for any additional violations.
3. The Board of Directors reserve the right to require any homeowner, tenant or guest to remove any animal found to be the source of persistent violations of these rules.

PLANTING AND GARDENING

1. Patio plantings and trees should adhere to the following guidelines:
 - They cannot encroach on the garage or the townhome gutter.
 - They cannot lie on the garage roof.
 - They cannot scrape on the siding.
 - They cannot interfere with the maintenance of the buildings and fences.
 - They cannot interfere with the neighbor's patio or air space.
2. Any damage done to a deck, fence, or any other property maintained by the Association is the responsibility of the homeowner.
3. Planting annuals, not perennials, is permitted in the front and side gardens.
4. Planters may be placed on the front step or outside the patio gate provided they are well maintained.
5. Planters outside the patio gate must be removed after the growing season so as not to interfere with snow removal.
6. Since walkways are shared, any planters should be initiated with the approval of both neighbors, and should not interfere with the flow of traffic through the area.
7. Planters must contain living plants during the growing season. Dead plants must be removed, and the planter must not be allowed to become unsightly with weeds.
8. Cracked or broken planters must be removed.
9. When trees and plantings are found to be out of compliance with the above guidelines, the homeowner will be notified in writing and will be expected to make the necessary changes at his/her expense.
10. If the homeowner fails to comply with this request, or to give reasons why this cannot be done within thirty (30) days, the Association will take action and bill the homeowner.
11. The homeowner is responsible for the cost of any damage done or undue need for maintenance caused by patio trees or plantings, including the maintenance or repair of utility lines running under the patio.
12. To enable the Association to properly maintain fences, (routine treatment, etc.) it may become necessary for the homeowner to remove any growth or overhang on the fence. This removal will be done at the homeowner's expense.

END UNIT RANCH GARDENS

1. A variance must be obtained to add plantings along the side of these units. Granting this variance requires a commitment on the part of the homeowner to maintain this garden appropriately. If this is not done, the garden will be removed and re-seeded as lawn at the homeowner's expense. (see #9 and #10)
2. Before this variance is granted, a detailed landscape plan, including plantings and/or borders to be added, must be submitted and approved by the Board and the Architectural Review Committee.
3. If the unit is being sold, it is the homeowner's responsibility to notify the realtor(s) involved and the potential buyer of the townhome that he/she is expected to abide by the stated rules and regulations as stated above.

SALE OR RENTAL OF TOWNHOME

It is important that both the Association and the Management Company have current information on Association membership (homeowners) and on any non-members (tenants) who reside on the property. It is equally important that new residents, whether owners or tenants, understand the right and responsibilities that are an integral part of living in Concord Square.

Sale of a Townhome Check-list

Because many people who purchase homes in our complex are not aware that this is a “shared community”, these items should be helpful to people selling or buying a home, and to the Realtor listing a home in Concord Square.

- At the time the property is listed, the Real Estate Agent should sign a document that indicates that he/she has received and reviewed this information with the involved property owner. This information should also be shared with any prospective buyer.
- No FOR SALE sign should be allowed until the On-Site Manager has received a signed copy of this document. It would also be helpful to have a Board member involved as part of this process to ensure that all parties are informed.
- Placement of FOR SALE signs, and signs used for open houses should be established and used as guidelines.
- The Concord Square Handbook for Residents (the blue book) containing an up-to-date copy of the Rules and Regulations and , a copy of the (revised 2002) Declaration of Covenants, conditions, and Restrictions and a copy of the (revised 2002) Association By-Laws should be left with the selling agent so any potential buyers can look at it.
- A list of any exterior modifications made to the home. New Owners must be aware that Approved variances for these items expire with the life of the products, which may not be replaced by the new owners without a new variance. Owners are responsible for maintenance and repair of all modifications made to the exterior of the home.
- A brief financial statement showing the Association financial breakdown, reserves, etc.
- The On-Site Manager should be notified of any pending listing or sale of a property at the time that it occurs.
- The fob must be turned in to the Superintendent who will arrange for the return of the \$20.00 deposit. The fob **must not** be given to the new owner.
- Investors should be made aware that our Bylaws allow only five rental units, so Real Estate Agents should check first.

Rental of a Townhome

Only 5% (5) of the homes in the Association may be leased (rented) at any time. Accordingly, Board approval is required before a lease (rental) may be executed.

- A. Any homeowner who rents his townhome is deemed to have delegated his right of enjoyment to the Common Area and Facilities to others and thereby forfeits his own right of enjoyment during any period that he does not reside on the property. Prior to rental of a townhome, see the Declaration Article X, Section 10.18 and 10.19.
- B. In addition to prior Board approval, no portion of a townhome (other than the entire townhome) may be rented. The Management Company must be notified of the following:
- Tenant's name and, if known, his/her phone number
 - Term of lease (12 month minimum)
 - Owner's name, address, and phone number

- C. The following item issued to each home, must remain in the home for the tenant:

The Concord Square Handbook for Residents (the blue book) containing an up-to-date copy of the Rules and Regulations and, a copy of the (revised 2002) Declaration of Covenants, conditions, and Restrictions and a copy of the (revised 2002) Association By-Laws.

- D. Clubhouse/ Pool fobs must be turned in to the Superintendent who will arrange for the return of the \$20.00 deposit. This fob **must not** be given to the tenant.

- E. The lease must include the following"

- A term of no less than 12 months
- A reference to the tenant's duty to abide by the Declaration of Covenants, The By-Laws and Rules and Regulations of the Association.
- A clause assigning to the Association the right to evict tenants should they be in violation of any provision of the Declaration, By-laws, Rules or Regulations of the Association.

- F. The owner is responsible for the conduct of his tenants and for any damages caused by them, their families or guests.

SALES – GARAGE, MOVING AND ESTATE

1. Garage Sales – except for the community garage sale, are not permitted
2. Moving or Estate Sales – In the event of a death or if resident is moving out of Concord Square, one (1) independent sale per year is permitted, within the following limitations:
 - A. The Superintendent shall be notified at least one (1) week in advance of the sale so roping off of “no parking” areas can be done if deemed necessary.
 - B. Neighbors are notified, by the homeowner having the sale, at least three (3) days in advance and warned to keep garages closed and gates locked. Notification should go to all units in the building where the sale will take place, plus units in the neighboring buildings (right and left of the sale location and across the driveway).
 - C. Sale hours are limited to 10 A.M. to 5 P.M.
 - D. Homeowner assumes responsibility for any damage to common areas.

SWIMMING POOL

POOL HOURS: 9:00 AM – 9:30 PM Memorial Day – Labor Day

1. The pool will be operated in accordance with the New York State Sanitary code, sub part 6-1, and all other rules will be superseded by those provisions.
 2. Please be advised that you always **SWIM AT YOUR OWN RISK**. No lifeguard is provided.
 3. The Management Company Staff or any Board Member has the authority to remove any person(s) from the pool for reasons of safety, inappropriate conduct, violation of the rules and regulations or any other sufficient reason. All complaints or violations should be reported to the Superintendent or a Board Member. Continued violation of any rules will result in suspension of pool privileges for the remainder of the season.
 4. The Property Manager, Management Company or any member of the Board may order the pool closed at any time for just cause.
 5. Each resident is issued a “fob” to activate the security locks on the Clubhouse doors and the pool gate. Each fob is individually coded to record the time and the identity of the user at each entry. Fobs are for the use of adult supervisors, age **18 or older** only, and they may be cancelled if the rules and privileges are abused. Failure to use a fob for entry is considered a violation and may result in loss of privileges. Lost or stolen fobs should be reported immediately to the Management Company. Replacements will be issued at a charge of \$20.00 to the owner.
 6. Violation of the Pool Rules may result in suspension of pool privileges for extended periods of time up to and including the remainder of the season.
 7. An adult supervisor, age **18** or older must accompany swimmers and non-swimmers under age of **18** at all times. The adult is responsible for the action of the non-adults.
 8. Guests will be limited to a maximum of 6 per visit, per unit.
 9. Each fob holder must sign in every time the pool is used by recording name, unit number and number of guests. Each fob is individually coded to record the time and the identity of the unit owner at each entry. Failure to use a fob for entry is considered a violation and may result in loss of privileges.
 10. All persons using the pool must be properly attired in swimsuits.
1. Because of the danger of contamination or infection, Infants and toddlers must wear “Swimmies” or other diapers made specifically for pool use, NOT regular diapers. In addition, for the same reasons persons having open sores or cuts, or people who are wearing bandages are requested not to enter the pool area.
 2. Please be considerate of others when using cell phones in the pool area
 3. No loud music is permitted. Headsets are recommended.
 4. **NO GLASS CONTAINERS, ALCOHOLIC BEVERAGES OR FOOD** are allowed in the gated pool area. Beverages must be in plastic cups, plastic bottles or cans. Before leaving the Pool area, all empty containers should either be taken with you or deposited in the waste receptacles provided.

5. Access to the steps of the pool must be kept open in case of emergency and for handicapped accessibility. The area directly in front of the steps must be free of tables and chairs and they should not be moved there for the convenience of the user.
6. Non-swimmers, regardless of age, must stay in the shallow end of the pool.
7. Floation devices may be used at the risk and peril of the person using them. Objects other than floating rafts or flotation devices may not be brought into the pool area.
8. Diving into the pool or running in the pool area is not allowed. Jumping off the sides into the pool is always at your own risk, done with caution and mindful of others in the pool. Horseplay, water guns or squirters, ball throwing, profane language and conduct, hazardous or inconsiderate to others at the pool, are not allowed in the gated pool area. The pool should be an area of relaxation for those using it.
9. Pets are not allowed in the pool area.
10. Maximum capacity of the pool and deck area is 58 people.
11. No owner or group of owners may reserve the swimming pool for private use.
12. Any homeowner who has rented his/her townhouse has delegated his/her right of enjoyment to the pool area to others and thereby forfeits his/her own right of enjoyment during any period that he/she does not reside on the property.
13. The pool may not be used under any circumstances when thunder and lightning storms are in the immediate area.
14. Smoking is not permitted anywhere within the gated pool area, locker rooms, bathrooms or anywhere else within the clubhouse.
15. Anyone with Maintenance or Special Assessments, 60 days in arrears, will lose their pool and clubhouse privileges.

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TRASH COLLECTION

A private contractor provides trash collection service to the residents of Concord Square. The specific date and time of pickup is dictated by their collection schedule, and the residents must comply with their policies. In addition, the following regulations have been approved by the Board and will be enforced by the Management Company.

1. Trash must be stored in resident's garage and should not be stored in patio areas or in the alleyways adjacent to the garage.
2. Recycling containers have been provided by Heberle Disposal Company. All recycling containers should be labeled clearly with the unit number. If you need to obtain another container, please contact them directly (458-8600) as there may be a fee assessed by them.
3. For collection, trash should be removed from the garbage can, placed in **black*** plastic bags and tied securely prior to placing it in the walkway for pickup.
4. Metal and plastic cans, bottles and containers must be placed in a recycling bin for disposal.
5. All newspapers, magazines, and paper goods should be placed in the separate recycling container for collection. Cardboard boxes and large shipping containers must be broken down and placed with the recycling bins for pickup.
6. All bagged trash and trash to be recycled should be put **outside the garage in the adjacent alleyway next to the common driveway, not under the mailbox or in front of the garage. Trash cannot be put out prior to 24 hours before pickup.**
7. Empty recycling containers should be replaced in the garage by the end of the collection day, not the next day or some time later in the week.
8. Special arrangements must be made for the disposal of large items. Please call the trash collection company for specific details with regard to making these arrangements. The items to be picked up must remain in the owner's garage until the scheduled pickup.
9. The dumpster located across from the Clubhouse is not for individual resident use.

The town of Penfield provides an annual pickup of bulk trash (appliances, old furniture, etc.) in the spring and fall. Details are conveyed by mail to all residents at the appropriate times each year.

***white/clear bags attract crows and are easily broken apart.**

Long Term Absence

If you are leaving for an extended vacation (e.g. Florida for the winter), please secure the home to guard against waterline breakage and burglary.

- Turn off water and drain the interior plumbing system. Put non-Toxic anti-freeze in traps as a precaution.
- Keep your thermostat at a level to give an adequate amount of heat in your home. No lower than 55 degrees is recommended.
- Give someone a key and ask him or her to check at least twice a week. Be sure snow is kept clear of the heat pump, if you have one. Inform a neighbor and the property supervisor where you may be reached in case of an emergency or who your contact is.
- Discontinue newspaper service and mail delivery.
- Learn how to shut off your water and electrical supplies in case of emergency. Call the property supervisor if you would like assistance in this brief learning activity.
- Notify Property Management Company that you are going away.

Security

To collectively reduce susceptibility to malicious or criminal acts, please:

- Keep a watchful eye for unusual or suspicious activity and report it to the police by calling 911. As a follow up, please contact the property management company so future precautions may be taken.
- Keep garage doors closed for the sake of appearance as well as to discourage theft and vandalism.
- Keep things of value in your car out of sight (e.g. radar detectors, cell phones, etc.) when parked outside of your garage.
- Prevent telltale signs of absence (e.g. have newspapers collected or stopped).
- Leave your outdoor lights on at night.
- Talk with your neighbors and form a “Neighborhood Watch”.

ANY THEFT AND VANDALISM SHOULD BE REPORTED TO THE SHERIFF BY CALLING 911 AND THE MANAGEMENT COMPANY.