

# RESIDENT'S MANUAL

## Surrey Hill Condominium



UPDATED MAY 2013

Property Management Company: (585) 225-7440

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## 1. INTRODUCTION

This manual is furnished to unit owners. It shall be the responsibility of a unit owner who leases his/her unit to a third party to provide this manual, or a copy, to his/her tenant. Further, it will be the responsibility of an owner who sells his/her unit to transfer this manual to the new owner. Failure to do so will result in a charge to the seller to cover the cost of providing a copy to the purchaser.

All residents, whether owners or tenants, are responsible for ensuring their guests' compliance with the provisions of this manual.

When transferring ownership of a unit, owners must ensure that the unit is in full compliance with the rules and regulations as set forth in this manual at closing.

While this manual endeavors to set forth certain rights and obligations of unit owners, residents and guests within Surrey Hill, it shall in no way define, limit or describe the scope of the Surrey Hill Condominium's Declaration or By-Laws.

This manual is intended to be consistent with the Surrey Hill Declaration and By-Laws and Article 9-B of the Real Property Law of the State of New York. If there is any inconsistency between this manual and the Declaration and By-Laws or New York State Law, the Declaration and By-Laws or New York State Law shall control.

## 2. BOARD OF MANAGERS

As outlined in the Declaration and By-Laws of the Surrey Hill Condominium, the Board of Managers consists of five people, all of whom shall be owners or spouses of unit owners. These individuals are elected by a majority vote of all unit owners at the "Annual Meeting" of the Surrey Hill Condominium. This Annual Meeting is held during the month of May at the Surrey Hill Clubhouse.

One owner per unit may serve on the Board at any given time. Only members in good standing can run for the Board of Managers (i.e. all association common charges, assessments and fines must be paid and current).

Code of Ethics for Board Members

- **Uncompromising Integrity**

- ***Board Members should:***

- Strive at all times to serve the best interest of the association as a whole regardless of their personal interest.
- Use sound judgment to make the best possible business decision for the association, taking into consideration all available information, circumstances and resources.
- Perform their duties without bias for or against any group of owners or non-owner residents.
- Conduct open and well publicized elections.

- ***Board Members should not:***

- Make unauthorized promises to a contract or bidder.
- Reveal confidential information provided by contractors, or share information with those bidding for association contracts unless specifically authorized by the board.
- Advocate or support any action or activity that violates a law or regulatory requirement.
- Accept any gifts directly or indirectly from the owners, residents, contractors or suppliers.

- **Dignity and Respect**
  - **Board Members should:**
    - Support all duly adopted board decisions even if the board member was in the minority regarding actions that may not obtained unanimous consent.
    - Provide opportunities for residents to comment on decisions facing the association.
    - Allow meeting attendees opportunities to share their thoughts.
  - **Board Members should not:**
    - Use profanity.
    - Make personal attacks on colleagues, staff or residents.
    - Harass, threaten or attempt through any means to control or instill fear in any board member, owner, resident, staff or contractor.
- **Credibility:**
  - **Board Members should:**
    - Act within the boundaries of their authority as defined by the law and governing documents of the association.
  - **Board Members should not:**
    - Reveal to any owner, resident or third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.
    - Divulge personal information about any association owner, resident or staff that was obtained in the performance of board duties.
    - Misrepresent known facts in any issue involving association business.
    - Spend unauthorized association funds for their personal use or benefit.
    - Use their position or decision making authority for personal gain or seek advantage over another owner or non-owner resident.

### 3. BOARD MEETINGS

Board meetings are currently held at the Surrey Hill Clubhouse on the second Monday of each month at 6:30 PM (note this is subject to change).

Specific meeting dates are announced in The Fringe and all unit owners are welcome and invited to attend.

Any homeowner wishing to have a particular item addressed at a Board meeting is encouraged to submit the subject matter in writing to the Board in advance of the meeting and request its inclusion as a topic for discussion.

The Annual Meeting of Surrey Hill Condominium is held each May. A notice shall be mailed in advance to each unit owner. A quorum in person or by proxy is required for the election of Board members. The Board of Managers urges every unit owner to attend the meeting and vote or to sign and mail the proxy included with the meeting notice in order to avoid delays and the expense of additional mailings.

#### **4. BY-LAWS/RULES & REGULATIONS OF THE CONDOMINIUM**

NOTE: PORTIONS OF THESE NEXT TWO PAGES ARE EXCERPTS FROM SCHEDULE A OF THE BY-LAWS. PLEASE CONSULT IT FOR EXACT WORDING AND/OR FURTHER CLARIFICATION.

1. Each unit owner, resident and visitor of Surrey Hill Condominium is expected to abide by all town, county, state and government laws and ordinances.
2. Each unit owner and/or resident shall keep his/her unit in a good state of preservation and cleanliness. He/she shall not allow anything whatsoever to fall from the windows or doors of the premises, nor shall he/she sweep or throw from the premises any dirt or other substance upon the grounds. Refuse shall be placed in containers in such manner and at such times and places as the Board of Managers or its agents may direct.
3. The sidewalks and entrances must not be obstructed, encumbered or used for any purpose other than entrance to and exit from the units.
4. Packages left on a unit owner's and/or resident's patio by any delivery service is the sole responsibility of the unit owner and/or resident.
5. Unit owners and/or residents of a unit shall not permit or create any disturbing noises or objectionable odors to emanate from their units.
6. Storage of "EPA controlled," hazardous, explosive, combustible or chemical substances is not permitted.
7. Any damage to the building resulting from misuse of any water closets or other apparatus in a unit shall be repaired and paid for by the owner of such unit.
8. Except for "home security signs," and "for sale signs" (as prescribed below) no sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner and/or resident on any part of the outside of any building, hung from windows or placed on window sills without prior written consent of the Board of Managers.
9. Professional "For Sale" signs only as supplied by real estate agencies or signs reading "For Sale by Owner" may be displayed on or near the unit owner's unit for the duration of an "open house". No handwritten signs are allowed. The Board of Managers may require the removal of any improperly placed signs.
10. A homeowner can post one standard window-size "For Sale" sign in any one window when a home is up for sale. The Board of Managers may require the removal of any improperly placed signs.
11. Unit owners, their employees, customers, tenants and visitors shall not, at any time or for any reason whatsoever, enter upon the roof of the building without prior written consent of the Board of Managers.
12. In case of an emergency, the Board of Managers or its designee shall have the right to access any unit for the purpose of making inspections, repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the building. In the event it finds vermin, insects or other pests, it may take such measures as it deems necessary to control or exterminate them.

13. Nothing shall be done or kept in any unit or in the common elements that will increase the rate of insurance for any building or contents thereof without the prior written consent of the Board of Managers. No unit owner and/or resident shall permit anything to be done or kept in their unit or in the common element which will result in the cancellation of insurance on any building or contents thereof which would be in violation of any law. No waste shall be permitted in the common elements.
14. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other unit owners and/or residents.
15. If any key or keys are entrusted by a unit owner, a resident or by any member of his/her family or by his/her agent, servant, employees, licensee or visitor to an employee of the Board of Managers, whether for such unit, a vehicle or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner and/or resident, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly.
16. No unit owner and/or resident shall alter, impair or otherwise affect the common elements without the prior written consent from the Board of Managers.
17. Complaints regarding services or operation of the condominiums shall be made in writing to the Board of Managers or the management company.
18. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by a majority vote of the Board of Managers.
19. Rules and regulations concerning the use of the units and the common elements may be publicized and amended by the Board of Managers with the approval of a majority of the unit owners. Copies of these amended rules and regulations will be furnished by the Board of Managers to each unit owner prior their effective date. Any rule or regulation adopted by the Board of Managers can be repealed or otherwise superseded by a vote of a majority of the unit owners.
20. A unit owner may apply to the Board of Managers for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Managers for good cause shown if, in the Board's judgment, such temporary waiver will not interfere with the purposes for which the condominium was formed.

## Chart of Responsibilities - Association and Homeowner

	Association	Homeowner
Air conditioner		X
Attic and insulation for attic	X	
Basement walls – interior		X
Caulking around exterior doors and windows	X	
Chimney cleaning in association with fireplace cleaning/maintenance		X
Chimney structure	X	
Common areas – maintenance of gardens, trees, shrubs, lawn	X	
Door replacement, including door frames as needed (exterior entry; storm/screen; interior)		X
Driveways/parking areas: repairs, resurfacing, snow plowing	X	
Electric		X
Fireplace maintenance/cleaning		X
Floors		X
Foundation, beams, supports, exterior walls	X	
Furnace		X
Gas (Natural Gas)		X
Gates for patio/deck area		X
Grass mowing	X	
Gutters/downspouts	X	
Homeowner landscaping and gardening in the common areas		X
Hot water heater		X
Insulation for attic	X	
Insurance: fire coverage for personal contents; liability and umbrella		X
Insurance: Master Policy coverage for fire, liability, umbrella	X	
Lighting: exterior light fixtures/bulbs on your unit		X
Lighting: street lamps/bulbs	X	
Locks and keys to mailbox		X
Mailbox structure	X	
Painting permanent gates & exterior entry doors (paint is provided by the association at no charge; labor is homeowner responsibility)		X
Parking area asphalt	X	
Patio fence: painting interior side (Paint is provided by HOA at no charge to homeowner, but the labor is the responsibility of the homeowner.)		X
Patio fence: painting exterior side, replacement & repairs	X	
Patio floor maintenance and replacement		X
Pet rules and regulations		X
Plumbing		X
Pool maintenance, repairs, cleaning	X	
Refuse, rubbish, recycling	X	
Roofs, roof vents	X	
Sewers, storm drains, sanitary (outside the unit)	X	
Sidewalks: snow removal & salting, maintenance and repair	X	
Snow removal, salting of roadways, parking areas	X	
Sump pumps	X	
Tennis courts: maintenance, repair	X	
Vents for bathroom and exhaust on patio level		X
Walls – exterior (including siding)	X	
Walls - interior and ceilings		X
Water mains	X	
Water: individual unit		X
Window panes and door panes: replacement of broken glass		X
Window replacement, including frames if needed		X
Window well covers		X

NOTE: FOR A MORE COMPLETE DESCRIPTION OF COMMON ELEMENTS, RESTRICTED COMMON ELEMENTS AND AREAS THAT ARE THE RESPONSIBILITY OF THE UNIT OWNER PLEASE REFER TO THE DECLARATION AND BY-LAWS.



## 5. CLUBHOUSE USE/RENTAL/RULES

As a Surrey Hill unit owner or tenant, you have the privilege of using the Clubhouse. The Clubhouse cannot be used by a unit owner or occupant of a unit that is not in good standing (i.e. unpaid association fees, unpaid late charges or unpaid fines).

To check on the availability of the Clubhouse, please check [http://www.supersaas.com/schedule/Surrey\\_Hill\\_Clubhouse](http://www.supersaas.com/schedule/Surrey_Hill_Clubhouse) or call the management company. **Please note that for any use of the Clubhouse, exclusive or casual, an owner and/or resident must be present.**

For either exclusive or casual use, it should in no way disrupt the quiet enjoyment of other owners and/or residents of Surrey Hill. All Clubhouse use is to terminate no later than MIDNIGHT.

### Rental Fee & Security Deposit

A \$50 rental fee and a \$100 security deposit are required and should be two separate checks made payable to "Surrey Hill Condominium."

### Exclusive Use

If this use is exclusive (IF IT'S USED FOR A PRIVATE PARTY, MEETING, ETC., TO THE EXCLUSION OF ALL OTHER SURREY HILL OWNERS OR RESIDENTS), **it is necessary that you complete a "Surrey Hill Condominium Association Clubhouse Use Permit" form and fulfill the security deposit and rental fee conditions of that permit.** (A sample copy of this permit is included in this Manual.) A permit form should be obtained from the box by the clubhouse door. Two separate checks are to be submitted: one for the rental fee and one for the security deposit. They are to be made payable to "Surrey Hill Condominium." **No party will be officially "booked" until the completed permit form and the required deposit are received by the management company.** When the rental fee is submitted and the use has been approved, you will receive a copy of the approved permit. Please bring this with you to the Clubhouse in the event you are requested to present it during your scheduled use. Clubhouse rental is for a maximum period of 9 am to midnight.

### Casual Use

"Casual use" of the Clubhouse by yourself and a few friends (I.E. PERMITTING OTHER OWNERS AND/OR RESIDENTS THE OPPORTUNITY TO USED THE CLUBHOUSE AT THE SAME TIME) is not considered "exclusive use" and does not require a Clubhouse Use Permit.

A PARENT OR ADULT (21 AND OVER) MUST ACCOMPANY ANYONE UNDER THE AGE OF 21 WHO WILL BE USING THE CLUBHOUSE FACILITIES.

### Pool & Gated Pool Area Use

Booking a party at the Clubhouse does not include the use of the pool and the gated pool area.

### Access Cards

The Clubhouse is locked when not in use and electronic "access cards" are used to gain entry. There is a one-time, \$20 fee for the card. In order to obtain an "access card," please call the management company.

### Outdoor Grill

PORTABLE GRILLS ARE NOT TO BE PLACED WITHIN 50 FEET OF THE CLUBHOUSE.

A charcoal grill has been installed between the pool and the tennis courts. Please use it with the following rules in mind:

- **SAFETY FIRST – ESPECIALLY WHEN CHILDREN ARE AROUND!**
- **Use the grill at your own risk – Surrey Hill is not responsible for injuries.**
- You will need to supply your own charcoal.
- Do not use regular lighter fluid or gasoline; only charcoal lighter fluid.
- After use, please clean the grill with the brush that is hanging on the grill.
- Leave the coals in the grill to cool overnight. Our maintenance crew will dispose of the used coals on the next business day.

### Prohibited

No smoking inside the clubhouse

No pets allowed inside the clubhouse

## Securing the Clubhouse

Before leaving the Clubhouse on the “use date,” it is the responsibility of the person whose name appears on the rental agreement to:

1. Be sure that all appliances (i.e. coffee pots, warmers, etc.) are unplugged and that the fireplace unit and lights are turned off (including the lights in the rest rooms).
2. The kitchen, restrooms and areas of the Clubhouse should be clean; dishes washed and put away, refrigerator food emptied no later than 9:00 a.m. the morning following the applicant's use of the Clubhouse.
3. Garbage should be removed from the Clubhouse, tied and placed in the bins located on the garage side of the building.
4. Be sure that all entrances are secured (properly locked). As a reminder, the electronic access card system records a list of who has used the Clubhouse and when.

## 6. CLUBHOUSE RULES FOR YOU AND YOUR GUESTS

Please read the following rules carefully and inform your guests about them prior to your use date. A violation of these rules may result in the loss of your security deposit and preclude you from future Clubhouse use.

- USE** ALL FUNCTIONS ARE LIMITED TO THE MAIN FLOOR OF THE CLUBHOUSE. The use of the office, lower level, fitness room, locker rooms, garage and pool area is prohibited. Entrance doors must remain closed if the heat or air conditioning is in use.
- A PARENT OR ADULT (21 AND OVER) MUST ACCOMPANY ANYONE UNDER THE AGE OF 21 WHO WILL BE USING THE CLUBHOUSE FACILITIES.**
- DECORATING** THE USE OF NAILS, TACKS AND TAPE ARE NOT PERMITTED. Decorations must be free standing.
- FURNISHINGS** Except for the sofas, the furniture on the fireplace side of the Clubhouse can be rearranged, but it must be put back in place after use. Should any damage occur as a result of moving the furniture, the cost of repair and/or replacement will be the responsibility of the person who signed the Clubhouse Use Permit.
- FOOD** Tables and chairs can be set up in either room of the Clubhouse for food and beverage service and consumption.
- NOISE** LOUD NOISE IS PROHIBITED. All entrance doors must be closed if music is being played. The curfew for playing music in the Clubhouse is 12:00 midnight. Clubhouse users must abide by the Town of Henrietta Noise Ordinance.
- SMOKING** THERE IS NO SMOKING PERMITTED ANYWHERE INSIDE THE CLUBHOUSE BUILDING. Cigarette butts must not be left on the Surrey Hill grounds. They should be put in the outside receptacles provided.
- PARKING** Guest parking is located on the north side of the Clubhouse. NO VEHICLES ARE TO PARK IN FRONT OF ANY SURREY HILL UNITS. These spaces are reserved for Surrey Hill owners and/or residents. Vehicles in violation may be towed at the owner's expense without any notice.

## ATTACHMENT "A"

<b>SURREY HILL CONDOMINIUM CLUBHOUSE USE PERMIT</b>
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I. Undersigned applicant, owner/resident of Unit # \_\_\_\_\_ hereby applies for a permit to use the Surrey Hill Clubhouse on \_\_\_\_\_ from \_\_\_\_\_ a.m./p.m. until \_\_\_\_\_ a.m. / p.m. (This is not to exceed midnight of the above-listed date.)

II. DESCRIPTION OF USE:

Type of activity/function: \_\_\_\_\_

Approximate number of people attending: \_\_\_\_\_

The undersigned will confine his/her and his/her guests' activities to the function specifically set forth, and in the event of conducting any activity other than as described, or in violation of the terms and conditions of this application or general regulations, the Applicant agrees that the Surrey Hill Condominium, its officers, agents or employees may immediately close said activity.

III. In consideration for granting of said permit, Applicant agrees:

To pay **\$50.00** to the Surrey Hill Condominium upon the submission of this application. In addition, the sum of **\$100.00** shall be deposited with the Surrey Hill Association Management Company as security for the full and faithful performance of the terms and conditions of this application and general regulations. In the event Applicant shall comply with all terms and conditions of this application and general regulations, said sum of **\$100.00** will be returned to Applicant; otherwise, the Surrey Hill Condominium shall retain the same.

IV. General Regulations for Clubhouse Use

- A. Damage to Buildings and Grounds: Person using the Clubhouse will be held financially responsible for any damage or extraordinary conditions of the Clubhouse or surrounding grounds beyond normal wear and tear. Any damage must be reported to the Surrey Hill Condominium immediately. The person who signs the Clubhouse Use Permit assumes responsibility on behalf of his/her guests.
- B. Liability: The Surrey Hill Condominium reserves the right to require applicants to present proof of liability insurance, such as a condominium homeowner's policy, prior to use.
- C. Security: The person whose signature appears on the permit must be at least 21 years of age and must be physically present during the reservation time on this permit. The key or access card to the Clubhouse will only be issued to the person whose name appears on this permit and will be required to sign for the key or access card. The key or access card will be returned immediately after your reserved time and use. Any agent or employee of the Surrey Hill Condominium may spot check the activities being conducted within the Clubhouse to ensure adherence to the terms and conditions of this application and general regulations.
- D. The Surrey Hill Condominium reserves the right to deny or cancel any permit prior to or during the reservation date.
- E. No amplification systems shall be placed outside the Clubhouse. Unusually loud amplified music and recorded music are prohibited. The Applicant agrees that the Surrey Hill Condominium, its officers, agents or employees shall have the right to censor all activities of any kind and to close any activities which may be, in its opinion, unreasonably noisy, obscene or offensive to good taste. The Applicant agrees that the opinion of the Surrey Hill Condominium, its officers, agents or employees shall be conclusive in such respect.
- F. Use of the Clubhouse covered by this permit **does not** include pool privileges or the use of the downstairs facilities (i.e. sauna, bathrooms, exercise room or locker rooms).
- G. Applicant agrees that, in any event, the Clubhouse must be vacated by MIDNIGHT on the stated date. Applicant further agrees to properly secure all entrances upon vacating the Clubhouse.

V Alcoholic Beverages

Applicant assumes full responsibility for alcohol consumption control. The Surrey Hill Condominium assumes no liabilities whatsoever as a result consumption of alcohol.

The applicant (i.e. the permit holder) must be at least 21 years of age at the date of issue for alcohol to be served.

The person issuing this permit may require the applicant to furnish proof of identification. \*

The use and consumption of alcoholic beverages on the Surrey Hill Condominium property shall be governed by the following conditions:

1. There shall be no consumption of alcoholic beverages on the Surrey Hill Condominium's common elements except as otherwise herein permitted.
2. No alcoholic beverages shall be dispensed from a temporary base or key-type apparatus in any location on the Surrey Hill Condominium common elements unless permission therefore shall be first obtained and specified on a current and valid permit issued by the Surrey Hill Condominium.
3. The use and consumption of alcoholic beverages on the Surrey Hill Condominium common elements is subject to all appropriate New York State laws.
4. No alcoholic beverages may be consumed on any parking lot, street or other public right-of-way of Surrey Hill Condominium.
5. Except as provided for the use of alcoholic beverages in the Clubhouse as authorized by this permit, no beverages, alcoholic or otherwise, shall be used or carried in glass containers in any part of the Surrey Hill Condominium common elements.
6. No alcoholic beverages may be consumed inside of, or sitting on top of any vehicle parked on any part of the Surrey Hill Condominium property.

VI Applicant agrees that he/she is responsible for cleanup of the Clubhouse no later than 9:00 a.m. on the day following Applicant's use.

VII This application is subject to all town, county state and federal laws, rules regulations and Ordinances and to the Declaration, By-Laws and Rules and Regulations for the Surrey Hill Condominium.

VIII Applicant agrees to indemnify and hold harmless the Surrey Hill Condominium, its members, officers, agents and employees harmless from any and all liability or claims that may arise from any activity conducted hereunder.

IX This application, when accepted, together with the general regulations, shall be the entire agreement between the Applicant and the Surrey Hill Condominium. Applicant warrants that no statement or representation, either written or oral, has been made by the Surrey Hill Condominium, its officers, agents or employees in connection with or which would amend or add to any of the terms, conditions or provisions of this application or general regulations, and agrees that no future oral or written statements or representations shall be considered as binding on the Surrey Hill Condominium unless an appropriate rider shall be endorsed on this application and signed by the Applicant and the authorized agent of the Surrey Hill Condominium.

X The permit is valid only on the date and time indicated above. The permit is not transferable and permit holder (i.e. the Applicant) must be present. Permit holder must present this permit (original only) to any officer of the Surrey Hill Condominium, its agents or employees upon request.

Applicant acknowledges that he/she has read, understands and agrees to the terms and conditions of this Clubhouse Use Permit as specified above.

Applicant's Name: \_\_\_\_\_ Unit Number: \_\_\_\_\_  
 (PLEASE PRINT)

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved & Accepted by: \_\_\_\_\_, Surrey Hill Condominium

Title: \_\_\_\_\_ Date approved: \_\_\_\_\_

\*Means of identification (I.E. DRIVER'S LICENSE) if requested: \_\_\_\_\_

## **7. COMMITTEE DESCRIPTIONS**

The following is a description of committees at Surrey Hill Condominium. As a unit owner, you are invited to take an active part in one or more of the committees as your time permits. Each committee must report to the Board and must include at least one Board member. The need for and scope of committees is subject to change at the discretion of the Board (refer to the By-Laws, Article IV Section 4).

### Budget Committee

Meets during July/August each year to review the previous year's operating budget, evaluate the property management company's input and discuss the new budget for the ensuing year. The Association's fiscal year is from October 1st through September 30th.

### Clubhouse Committee

Performs an inspection of the clubhouse second floor after each event held to evaluate for full/partial deposit return.

### Landscape Committee

Reviews grounds proposals received by the Board of Managers and the property management company. This Committee also evaluates the current landscaping and makes recommendations to the Board regarding changes.

### Patio Committee

This Committee is responsible for periodic reviews and inspections of the patios to be sure that residents are complying with the Rules and Regulations for patio use. It is the Committee's responsibility to provide a written report to the Board of Managers when non-compliance of patio rules is found.

### Rules and Regulations

Periodically reviews the rules and regulations in the Resident's Manual and makes recommendations to the Board of Managers for revisions.

### Social Activities

Plans and coordinates social activities for Surrey Hill owners/residents.

### Welcoming Committee

Greets new residents within our Surrey Hill community to welcome them and familiarize them with the facilities, rules and regulations and contact names.



## **8. COMMON AREAS - ACTIVITIES & USES**

The use of common areas (i.e. all areas outside of your patio fence, the “meadow” and the area between the pool and the tennis courts), is available for group games such as volleyball, badminton, touch football, bocce, etc. However, all nets, stakes, etc. must be removed at the end of the game session. Golf, baseball and archery are not permitted anywhere on the property. Any damage caused by any activities will be the responsibility of the homeowner, the participants and/or (in the case of children) their parent/guardians.

Lawn furniture, trash receptacles, grills, sports equipment and toys are not to be stored outside of your patio enclosure.

Clotheslines are not allowed anywhere on the common areas or on the patio/deck area of your unit.

It is the responsibility of all residents who use the outdoor common areas for recreational activities to take steps to ensure their own safety and the safety of others. They are also responsible for acting in a way that does not harm the property or become a noise nuisance to the residents. If reported to the management company, violations will be subject to a \$25 fine per incident levied by the Board of Managers.

## 9. COMMON CHARGES

Common charges are due and payable on the first day of each month. A payment received after the 10th day of the month is subject to a late payment and interest charges as authorized by the Surrey Hill Board of Managers.

Payments should be mailed to the management company. Payment coupons and mailing envelopes are provided by the management company.

### **PERTINENT EXCERPTS FROM THE DECLARATION & BY-LAWS**

In the event that the Surrey Hill Board of Managers determines that a unit's common charges are in default, the owner shall be obligated to pay the maximum legal interest rate on such common charges from the due date thereof, together with all expenses, including attorney's fees incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. *(Article V Section 6 of the SHC By-Laws)*

In any action brought by the Board of Managers to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his/her unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same. *(Article V Section 7 of the SHC By-Laws)*

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his/her unit unless he/she shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his/her unit and until he/she shall have satisfied all unpaid liens against such unit, except permitted mortgages. *(Article VII Section 3 of the SHC By-Laws)*

#### **\* (From Article II Section 2 of the By-Laws)**

"Levying fines against unit owners for violation of the Rules and Regulations established by it to govern the conduct of the unit owners, provided, however, that no fine may be levied in an amount in excess of \$25 for any one violation. But for each day a violation continues after notice, it shall be considered a separate violation. Such fines may be collected as if they were common charges owed by the unit owner(s) against whom the fines were levied. Where a unit owner is fined for an infraction of the Rules and Regulations and fails to pay the fine within 10 days after notification thereof, the Board may levy an additional fine or fines to enforce payment of the initial fine. Where a unit owner persists in violation the Rules and Regulations, the Board may require them to post a bond to secure future compliance with the Rules and Regulations."

## 10. DELINQUENCIES and LIENS at SURREY HILL

Your present Board (as well as the Boards who have served in the past) takes delinquencies of Surrey Hill common charges very seriously. We have always been pro-active in this area of concern.

**The process.** A statement is sent to the homeowner after the 10<sup>th</sup> of the month stating they are behind in their common charges. After the 10<sup>th</sup> of the month, a late fee is placed on their account. If no response is received within 60 days, a pre-lien letter is sent to the homeowner stating that if their account is not paid, the Board, through our management company, will put a lien on their property. At 90 days, a lien may be placed against the unit.

**What's a lien?** Our attorney is contacted and files legal papers placing a lien on the property. This being done, the homeowner must satisfy or pay off the amount owed (including interest charges and any attorney fees, court costs, and filing fees which have accrued). When the debt is satisfied, the lien is removed from the property. If it is not satisfied, the lien remains on the property. If the property is sold, the lien must be satisfied before the property can close. Does this affect your credit? Absolutely!

We, as a Board, and our management company, will work with you if you're experiencing financial trouble, but you must let us know. A phone call to either the management company or a Board member is all it will take. We'll work with you to come up with a payment plan so it doesn't escalate to foreclosure on your property. Foreclosures are very expensive for us, but they will be activated if you leave us no alternative.

Delinquencies vary month-to-month. Please keep in mind that you are considered "delinquent" if you pay your common charges, but do not pay the interest incurred. If you pay your common charges after the 10th of the month and the financials for the month have been completed, it will show up as a delinquency until the next month's financials. The management company advises the Board monthly about who has paid and who has not. Once a past due debt has been satisfied, we take the delinquency off the list.

## 11. ENFORCEMENT OF RULES & REGULATIONS

The Board of Managers and/or management company will contact (in writing) any unit owner whose unit is not in conformity with the property in general, advising that the condition must be corrected. In the event of noncompliance by the owner, the Board is empowered to take the necessary steps to have the condition corrected and to invoice the unit owner for any labor/materials required.

Also see "Fines" in Section 13.

## 12. EXTERIOR ALTERATIONS & VARIANCES

It is vital that the appearance and character of Surrey Hill be uniform, therefore, **a variance must be submitted and approved by the Board of Managers before any modification to the exterior of your unit (including the patio floors) is done.** Schedule "A" of the By-Laws states that "No unit owner shall alter, impair or otherwise affect the common elements without the prior written consent of the Board of Managers." Variance forms are available in the box by the clubhouse door. All changes that have been approved by the Board are subject to inspection upon completion of the work. Some guidelines to follow are:

- NOT ALLOWED: Awnings, window air conditioners and exterior storm windows.

### The following requires a variance:

- The exterior entry doors at the front and rear entrances to the unit should have no more than 40% of the surface area as glass, and **must be one of the standard colors that have been approved by the Board of Managers.**
- Paint for the exterior side of the doors is provided by the Association at no charge and can be obtained by calling the management company. The color must be chosen from one of the standard colors that have been approved by the Board of Managers. A variance is not required to paint. The color must be chosen from one of the following current board approved colors from Sherwin Williams (in exterior latex satin paint) (colors subject to change by the Board of Managers):

Door Color	Sherwin-Williams Blend-A-Color	Gallon			
		Full oz	1/32 oz	1/64 oz	1/128 oz
Reddish Brown (equivalent to Behr Deep Cherrywood)	B1-Black	-	9	-	-
	G2-New Green	-	25	1	1
	R2-Maroon	-	50	1	-
Dark Green (equivalent to Behr Imperial Palm)	W1-White	-	12	1	-
	B1-Black	-	30	1	1
	G2-New Green	-	19	1	-
	Y3-Deep Gold	-	22	1	-
Off White (equivalent to Behr Daisy Field)	Y3-Deep Gold	-	-	-	1
Dark Red (equivalent to Behr Cherry Bark)	W1-White	-	1	-	-
	L1-Blue	-	3	-	1
	R2-Maroon	-	21	1	-
	R3-Magenta	-	53	1	-

- Storm/screen doors are required on both the front and rear entrances to each unit. The front storm/screen door must be 70% or greater surface area as non-decorative glass (i.e. full view or mid view) in brown, bronze, or cranberry; the rear (i.e. PATIO SIDE) storm/screen door may be half, three-quarters or full non-decorative glass (i.e. full view, mid view, or high view) in brown, bronze, almond, cranberry, or white.
- Unit owners must maintain the structural integrity and appearance of all doors and windows. Examples include but are not limited to rust, peeling/faded paint, loose molding, etc.
- Any landscaping or additions in common areas become the property of the Association.
- All permanently affixed gates. They are subject to inspection and must be constructed of wood (i.e. cedar or pressure treated wood), a wood-like synthetic, or metal (wrought iron) that must be painted/stained the standard fence paint color or be stained the same color as the fence. Metal parts must be colored black or the standard fence color.

- Any damage (caused by a gate) to the existing fence posts will be repaired at the expense of the homeowner under the supervision of the Board of Managers. When in the closed position, they are to be “latched” (not locked) in place for easy access. The stain must be obtained (at no cost) by contacting the management company. Removable gates cannot be left in place (i.e. restricting access to the patio/deck area) when not in use.
- Outdoor lights (affixed to the brick) must be coach style, either brass or black. Motion sensor lights are encouraged.
- Outdoor outlets
- Patio floors may be modified. They are limited to poured concrete, a wood or composite deck, brick or paving stones or exterior carpeting. (For information on carpeting for patio floor, please refer to “Carpeting on Patio Floor” in Section 20 of this Manual)
- Windows (PLEASE REFER TO THE APPROVED WINDOW STYLES ON ATTACHMENT “B”). Replacement of windows and casings must conform with the styles and colors in our complex. Windows must be:
  1. Sliders, not double hung
  2. Brown or bronze on the exterior (can be white or brown on the interior)
  3. Full, clear glass or with black, mullion dividers (SEE APPROVED WINDOW STYLES ON ATTACHMENT “B”)
  4. Full screen and half screens are allowed
  5. Basement windows must be a standard hopper, slider, or glass block with or without a vent.

**Any unit owner whose unit does not conform to property guidelines, in general, will be notified by the Board of Managers in writing that the condition must be corrected. In the event of continued noncompliance, the Board of Managers will follow the procedures outlined in the by-laws.**

Attachment "B"  
**Door Replacement - Examples**  
Doors require a VARIANCE

**ENTRY DOOR EXAMPLES:**



**STORM DOOR EXAMPLES**

Examples of acceptable storm door styles for PATIO side:  
Must be brown, bronze, almond, cranberry, or white – non-decorative glass only



Full View



Full View



Mid View



Mid View



High View

Examples of acceptable storm door styles for NON-PATIO side:  
Must be brown, bronze or cranberry – non-decorative glass only



Full View



Full View



Mid View



Mid View

Attachment "C"  
**Window Replacement - Approved Styles**  
Windows require a VARIANCE



Two Wide by Four Long Mullion Dividers



"X" Style Mullion Dividers



Plain Glass – No Mullion Dividers



## 13. FINES

The Board of Manager's policy for dealing with infractions of our rules and regulations incorporates two principles:

1. Good relations within our community will be better served and maintained through understanding and use of peer cooperation rather than by using penalties, fines and legal recourse.
2. However, when residents and their properties are adversely affected by actions of others, it is unfair to allow such offenses to persist. The Board must act in a timely manner, using fines, legal actions, etc., as required.

The following steps will be followed until the issue is resolved:

1. The management company will send a letter to the homeowner responsible for the infraction of the rules explaining the violation and requesting that it be corrected within two (2) weeks.
2. If the violation is not corrected, a second letter will be sent giving a specific date by which the violation must be corrected or the association will have the violation corrected at the homeowner's expense.
3. In addition, the Board is empowered to take the necessary steps to have the condition corrected and to invoice the unit owner for any labor/materials required.
4. If the fine and/or cost of the correction is not paid, it will be filed as a lien against the unit owner's property. As a last resort, a lawsuit may be initiated.

**\* (From Article II Section 2 of the By-Laws)**

"Levying fines against unit owners for violation of the Rules and Regulations established by it to govern the conduct of the unit owners, provided, however, that no fine may be levied in an amount in excess of \$25 for any one violation. But for each day a violation continues after notice, it shall be considered a separate violation. Such fines may be collected as if they were common charges owed by the unit owner(s) against whom the fines were levied. Where a unit owner is fined for an infraction of the Rules and Regulations and fails to pay the fine within 10 days after notification thereof, the Board may levy an additional fine or fines to enforce payment of the initial fine. Where a unit owner persists in violation the Rules and Regulations, the Board may require them to post a bond to secure future compliance with the Rules and Regulations."

## 14. THE FRINGE

The Fringe is the Surrey Hill community newsletter. It is distributed to each owner/resident within two weeks of each Board of Managers' meeting. This newsletter is for everyone's reference and it includes sections about business, reports by the management staff, committee activities, classified ads and miscellaneous news. Owners are welcome to submit articles for The Fringe. They can either be emailed or dropped off to The Fringe Fringe editor, the as noted in as noted in The Fringe. Please mark your envelope "Attention: The Fringe."

The Fringe is also available via email (e-Fringe). Please contact the Editor of our newsletter if you would like to receive the "e-Fringe."

## **15. HOMEOWNER INSURANCE RESPONSIBILITY**

A unit owner is solely responsible for the insurance coverage of the interior of his/her unit. The physical dimensions consist of the area measured horizontally from the unit side of the drywall and vertically of the space between the surface of the basement floor to the underside of the ceiling on the second floor. Basements shall be deemed part of the unit and paneling is considered an upgrade. The association carries a master policy on common elements. The owner/resident shall be liable for claims to be submitted to the Association's insurance. Any and all insurance claims/losses should be first submitted to the unit owner's insurance company. The unit owner is responsible for the Association's Master Policy deductible. This information can be obtained by contacting the management company.

All unit owners are responsible for maintaining a sewer backup and sump pump overflow rider on their condominium owner's insurance policy, even if their unit does not have a sump pump. The association will be responsible for the first \$500.

## **16. LIENS**

See Section 10, "Delinquencies and Liens at Surrey Hill"

## **17. MAIL DELIVERY**

Mail boxes are located throughout the Surrey Hill area and are maintained by the condominium association.

To have your mailbox lock, key or box replaced, call the management company at (585) 225-7440; there will be a charge for this service.

## **18. MAINTENANCE/EMERGENCY CALLS**

To report damage to or malfunction of common elements or services (i.e. sewers, sump pumps, roof leaks, gutters or fences), you should call the-

Property Management Company: (585) 225-7440

Emergency AFTER HOURS: Call 225-7440 and you will be directed to the after hours answering service. A maintenance technician on call will respond to you call if necessary.

Please report maintenance issues promptly. The association can not be responsible for damage caused to a unit due to a delay in reporting a problem.

If you need information about any item in this manual or as a resident of Surrey Hill Condominium, please contact either a current member of the Board of Managers or the current management company. The names of these individuals are listed in the monthly Fringe.

## 19. PARKING/VEHICLES

Residents are to restrict their parking to two spaces in the common area designated behind their units – or, in the case of those buildings which face Surrey Hill Way – in the common parking areas of those buildings which are closest to their individual unit.

According to the Surrey Hill Condominium Declaration, Section 5, parking areas are unrestricted common elements. Therefore, there is no designated parking at Surrey Hill, except in cases where Fair Housing law requires that handicapped parking be provided for residents with a documented handicap that necessitates a designated parking spot as a reasonable accommodation.

Parking permits are required for all vehicles parked at Surrey Hill. Each unit owner will be provided with two parking permits. Parking permits are only to be used for vehicles belonging to residents of that unit and may not be transferred to residents of other units or non-residents. It is your responsibility to keep your permits and transfer them to new vehicles. The Board of Managers, at its discretion, may charge a fee for replacement of lost parking permits.

Because parking space at Surrey Hill is limited, if any one unit has more than two (2) vehicles, the third (fourth, etc.) vehicle(s) must be parked in the designated overflow parking area. The only overflow parking area is located across the parking lot from units 724-752. Overflow parking permits can be obtained through the management company. The vehicle(s) must have current license plates, registration and inspection stickers, and display an authorized Surrey Hill parking permit. Such vehicles can only be parked in the space designated for overflow parking. All overflow parking vehicles are subject to the same rules and regulations stated below.

1. Designated visitor parking is available in the following locations (these parking areas are NOT to be used for residents' additional vehicles [third, fourth, etc]):
  - 1<sup>st</sup> driveway: between 96 and 100 (3 spaces)
  - 2<sup>nd</sup> driveway: east of 208 (3 spaces)
  - 3<sup>rd</sup> driveway: none
  - 4<sup>th</sup> driveway: between 472 and 476 (3 spaces); west of 508 (2 spaces); between 536 and 540 (3 spaces); between 576 and 580 (2 spaces)
  - 5<sup>th</sup> driveway: between 752 and 756 (4 spaces)
  - Back driveway: south of 212 (1 space); between 240 and 244 (2 spaces); between 264 and 268 (3 spaces); between 600 and 700 (8 spaces); between 664 and 668 (2 spaces)
  - Additional visitor parking is available in the 5<sup>th</sup> driveway across the driveway from units 736 to 776 in the clubhouse parking area.
  
2. Snow storage areas are designated around the complex. Residents and guests may use these areas for parking only between April 15<sup>th</sup> and November 15<sup>th</sup>. No parking is permitted in the snow storage areas between November 15<sup>th</sup> and April 15<sup>th</sup>. The following are snow storage areas:
  - East of unit 64
  - West of unit 120
  - East of unit 460
  - Between units 560 and 564
  - Across the driveway from the space between units 752 and 756
  
3. No vehicles are to be parked along Surrey Hill Way except for temporary parking to allow for snow removal or road repairs. No parking along curb of back driveway bordering Edgewood Estates. No overnight parking on Surrey Hill Way.

4. All vehicles on Surrey Hill property must be registered, valid license plates affixed to the vehicle, insured and have a current inspection at all times. Proof of valid license plates, registration, insurance, and current inspection may be required.
5. No recreational vehicles, trailers, boats, boat trailers, snowmobiles or unlicensed vehicles are to be parked at any location on the property unless a special 24-hour variance is obtained from the Board of Managers. This variance/permit must be displayed on the vehicle. ALL SUCH VEHICLES SHOULD BE PARKED IN THE "common parking area" ACROSS FROM THE CLUBHOUSE.
6. Major motor vehicle repairs cannot be done on the premises. Minor one-day projects are permitted as long as they do not pose a safety hazard, create a mess, or cause property damage. The unit owner shall be responsible for the cost of repairs for any damage caused by motor vehicle repairs, including leaking of automobile fluids. By law, no automobile fluids may be dumped in any storm drain or anywhere on the property.
7. Motor vehicles are NOT to be driven on lawns or sidewalks at any time.
8. Please also refer to the SNOW REMOVAL section of this manual (Section 30) for information about the clearing of snow from Surrey Hill roadways and parking areas.
9. All automobiles must be parked at least one foot from the sidewalk to facilitate snow removal and adequate walking space.
10. At this time, Surrey Hill Condominium does not have facilities for recharging electric vehicles or plug-in hybrids. Extension cords are a safety hazard and may not be left out overnight. Please consult with the Board of Managers before purchasing a vehicle which requires electrical recharge.

#### ENFORCEMENT OF PARKING REGULATIONS

The Board of Managers is empowered to execute any and/or all of the following with regard to those residents who are in violation of the Parking Regulations established herein:

1. Upon receipt of a complaint, the Board of Managers shall verify the complaint.
2. Upon such verification, a ticket will be placed on the vehicle and/or a letter will be sent to the offending unit resident advising them of the complaint and requesting proper remedial action.
3. Upon failure of the resident to take immediate steps to resolve the problem, and at the discretion of the Board of Managers, the offending vehicle(s) may be towed at the expense of the owner(s) of the vehicle(s) or the offending unit owner may be issued a fine.

## 20. PATIO RULES & REGULATIONS

The maintenance and general appearance of the patio area are the responsibility of the unit owner's/resident. Weeds in the patio area must be removed by the unit owner and/or resident on a regular basis.

A written request for a variance must be submitted to the Board of Managers for any exterior modification. The variance form can be obtained from the box by the clubhouse door. Work on the proposed exterior modification(s) can begin as soon as the variance request has been approved by the Board.

NOTE: EFFECTIVE WITH THE MAY 2004 UPDATED PUBLICATION OF THE RESIDENTS' MANUAL  
FUTURE ATTACHMENT OF ANYTHING TO THE BUILDING SURFACES IS NOT PERMITTED.

### DECK AND PATIO FLOORS

- Wood decks must be stained with a clear stain or the standard fence stain as provided by the association (at no cost to the homeowner). Contact the management company at 585-225-7440 for delivery.
- Composite decks (e.g. Trex) are allowed with a variance. The color must be specified in the variance and be approved by the Board.
- Outdoor carpeting must be **one solid piece** and is permitted only within the patio enclosure. You may only choose from one of the following colors:
  - Blue
  - Green
  - Brown
  - Gray
  - Tan
- All outdoor carpeting must be approved with a variance
- It is the responsibility of the unit owner and/or resident to keep the carpet neat, clean and free of mold.
- Concrete cannot be painted and must be approved with a variance **prior** to installation
- The patio and all concrete blocks, wood decks, paving stones, poured cement, their replacement, leveling, and maintenance are the sole responsibilities of the unit owner and/or resident.

### FENCES

The painting of the interior side of the fence is also the owner and/or resident's responsibility. **The paint for this should be obtained by contacting the management company (at no cost to the homeowner).** The Surrey Hill Condominium is responsible for ensuring the maintenance of the fences (i.e. painting of the outer side of the fence and any necessary repairs to the fence).

### GATES

All permanently affixed gates REQUIRE A VARIANCE. They are subject to inspection and must be constructed of wood (i.e. cedar or pressure treated wood), a wood-like synthetic, or metal (wrought iron) that must be able to be painted the standard paint color or be stained the same color as the fence. Any damage (caused by a gate) to the existing fence posts will be repaired at the expense of the homeowner under the supervision of the Board of Managers. . When in the closed position, they are to be "latched" (not locked) in place for easy access. The stain can be obtained (at no cost) by contacting the management company. Removable gates cannot be left in place (i.e. restricting access to the patio/deck area) when not in use.

### FLOWERBEDS AND FLOWERS

Flowers beautify our community and are encouraged. All gardens, flowerbeds, and landscaping in common areas REQUIRE A VARIANCE. Flowerbeds may be planted immediately in front of the patio fence and along the sides of the building. The beds may be up to 30" in depth from the patio fence or the building. Gardens and landscaping must be maintained by the unit owner. When transferring the unit, the unit owner is responsible for transferring responsibility for the maintenance of the garden and landscaping to the new owner, or alternatively returning the area to its original condition (i.e. grass). Borders REQUIRE A VARIANCE. Borders may be constructed using wood rail ties, pavers or bricks, and are not to exceed 12" above ground

level. Annual plants are to be removed at the end of the growing season. Sunflowers (except dwarf varieties), and morning glories are not allowed. Artificial plants should not be placed in flowerbeds outside of the patio fence or along the front entrance areas. Mulch should be brown or natural color. Effective the 2013 revision of the Resident's Manual, ALL ivy is prohibited.

#### HOLIDAY DECORATIONS

Holiday decorations are permitted, but they should be removed within 15 days after a holiday ends.

#### MOTORIZED VEHICLES

Any motorized vehicle requiring gas (i.e. motorcycles, snowmobiles, etc.) cannot be parked or stored within the patio enclosure at any time. This is against Henrietta Town code.

#### ORNAMENTAL ITEMS

Wind chimes, bird feeders, bird houses, and plastic items (i.e. pinwheels, flowers, etc.) are discouraged. If these items become a problem or are a nuisance to neighbors, the Board of Managers may require their removal.

#### PATIO FURNITURE

Only standard patio furniture is allowed. Umbrellas should not exceed 8' in diameter. Awnings, canopies and tents are not allowed within the patio enclosures.

#### PLANTERS

Planters can be placed on top of the patio fence.

#### PLANTING OF SHRUBS AND TREES REQUIRES A VARIANCE

To ensure that the planting of additional shrubberies and/or trees does not interfere with underground pipes, ground maintenance, sidewalks and foundations, an approved variance must be obtained before plantings are done. The variance request form can be obtained from the box by the clubhouse door.

#### SATELLITE DISHES & CABLE TV CONNECTIONS

See Section 26.

#### SIDEWALK SALES

Individual sidewalk sales are not permitted. However, requests for Surrey Hill "community event" sales can be applied for in writing to the Board of Managers and approved by the Board.

Snow removal from the patio enclosure area and from the walkway leading to the main sidewalk is the responsibility of the unit owner and/or resident. Because rock salt is damaging to these cement surfaces, calcium chloride or an equivalent, non-harmful substance is recommended.

#### VIEW FROM THE STREET

Rubbish containers, recycling boxes, bicycles, tools, brooms, grills and toys should not be stored outside of the patio area and must be stored out of view from the sidewalk and patio entrance. Patio fences, shrubs and air conditioners are not to be used for drying or airing towels, blankets, clothing, pool attire or rugs. Clotheslines are not allowed.

## 21. PETS

- All pets and their owners must comply with state and local ordinances.
- A total of (4) pets (no more than two of which may be dogs) - are permitted per unit.
- Dogs must be leashed at all times when outside of your unit, or secured on the patio behind a suitable, permanently installed gate. Leashes must not extend past the patio enclosure.
- Dog houses and staking out of a pet or fencing out of any pen in any common area are prohibited.
- The harboring of pets within individual units which creates a nuisance for our condominium community is prohibited (i.e. barking and/or biting).
- Pet owners are required to immediately pick up and properly dispose of their pet's excrement from any and all areas of Surrey Hill, including their patio and lawn areas.
- All pets are to wear an identification tag with the owner's name and unit number on it.
- You are responsible for any damage done by your pet to the common areas.

### ENFORCEMENT OF PET RULES

The Board of Managers is empowered to execute any and/or all of the following with regard to those residents who are in violation of the Pet Rules established herein:

1. Upon receipt of a complaint, the Board of Managers will authorize the management company to issue a letter to the offending pet owner advising of the complaint and requesting proper remedial action. The owner of the unit (and, if applicable, their tenant) will receive a copy of any such letter.
2. Upon failure of the pet owner to take immediate steps to resolve the problem and, at the discretion of the Board of Managers, a fine of \$25 per incident may be imposed upon the unit owner for the offense. Further fines will be imposed for further violations. Nonpayment of any such fines will result in the filing of a lien against the unit.

**22. POOL**

INFRACTION OF THE SWIMMING POOL RULES WILL RESULT IN THE NOTIFICATION OF THE SHERIFF'S DEPARTMENT AND THE REVOCATION OF YOUR POOL PASS FOR THE SEASON.

**USE OF THE POOL WITHOUT A LIFEGUARD ON DUTY IS PROHIBITED**

Summer brings warmer temperatures and the opportunity to enjoy a refreshing swim and the fellowship of friends and neighbors at our pool.

Use of the Surrey Hill pool is a privilege. Any unit owner or resident of a unit who is more than 30 days delinquent in payment of their common charges, assessments or fines will not be allowed pool privileges until they are brought up-to-date.

Booking a party at the Clubhouse does not include the use of the pool and the gated pool area.

**POOL SEASON and HOURS**

Our Surrey Hill pool season begins Memorial Day weekend, weather permitting, and will close after the following Labor Day. Pool hours may vary yearly and will be published in The Fringe prior to its opening.

Unannounced changes in pool hours may be affected by inclement weather (including thunder and lightning). A sign will be posted on the pool gate indicating when the pool will be reopened.

Monday through Friday

12:00 p.m. – 10 minutes prior to sunset.

Saturday, Sunday and holidays (Memorial Day, Independence Day, Labor Day)

10:00 a.m. – 10 minutes prior to sunset.

**POOL PASSES**

Each unit receives a pool pass, which admits residents of that unit to the pool area. Residents are allowed a total of 8 people per unit (this includes residents and guests). At peak times, homeowner entry to the pool will take precedence over guests and the number of people allowed in per pass may be limited at the lifeguard's discretion. Guests must be signed into the pool area by the resident, who must be present with their guests **at all times**.



## 23. POOL AREA RULES

- 1) Monroe County Health Department rules state: "Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations will not be allowed in the pool."
- 2) **USE OF THE POOL WITHOUT A LIFEGUARD ON DUTY IS PROHIBITED**
- 3) The lifeguard is responsible for the safety of the pool area and the people using it. Socializing with the lifeguard on duty is not allowed. The lifeguard has the authority to establish or alter the rules as necessary.  
**The rules are not subject to debate.**
- 4) The lifeguard shall have full authority to deny admittance or expel anyone from pool areas for failure to observe established rules.
- 5) Residents must sign in and show pool passes to the lifeguard upon entering the pool area each time they enter. Guests must be signed in by the resident.
- 6) Children 12 and under must be accompanied by a parent or other authorized adult (18 or older).
- 7) **DIVING IS PROHIBITED AT ALL TIMES.**
- 8) JUMPING into the pool is restricted to the deep end of the pool with permission of and supervision by the lifeguard.
- 9) JUMPING or PUSHING into the shallow end of the pool, near the steps or by the ladders is prohibited at all times.
- 10) Running within the gated pool area is prohibited at all times.
- 11) Horseplay, ball throwing, profane language or conduct hazardous or inconsiderate to others at the pool are not allowed within the gated pool area.
- 12) Proper pool attire must be worn at all times. Children still in diapers must wear "swimmie-type" diapers when in the pool.
- 13) Children may wear lifejackets, safety rings or swim buoys providing the accompanying adult is in the pool and within reach of the children at all times.
- 14) Glass containers and alcoholic beverages are not allowed within the gated area of the pool. 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.
- 15) Consumption of alcoholic beverages within the gated area of the pool is prohibited. Anyone under the influence will be asked to leave the pool area. Non-compliance will result in having the person escorted out of the area by a Monroe County Sheriff's Deputy and the individual will forfeit further use of the pool area for the season.
- 16) Smoking is **not permitted** anywhere within the gated pool area, the locker rooms, bathrooms or anywhere else within the Clubhouse.
- 17) Animals are **NOT** allowed within the gated pool area and they cannot be tied to any common element around the pool area, including the Clubhouse.

**24. RENTAL OF YOUR UNIT**

**In the event you rent your unit to another party, it is your responsibility to provide your tenant with this Residents' Manual (or a copy of it) and to provide a copy of the lease to the management company for the Board of Managers. The homeowner is responsible if the tenant fails to conform to the rules and regulations as set forth in the Residents' Manual.**

No unit owner shall lease his/her unit for a period of less than 30 days without prior written consent of the Board of Managers. Such consent will not be unreasonably withheld. (By-Laws, Article VII, Section 1)

Any lease must be consistent with the Declaration, By- Laws and Rules and Regulations of the Condominium. The lease must further provide that if the tenant fails to comply with these provisions, the Board of Managers shall have the power to terminate such lease and/or bring a summary proceeding to evict the tenant in the name of the landlord.

Any lease must further provide that if the owner/landlord fails to pay common charges or any assessment against the unit owner, the Board of Managers can evict the tenant by giving not less than 30 days' written notice of foreclosure of the lien granted by Section 339-z of the Rental Property Law of the State of New York.

A copy of the signed lease must be delivered to the Board of Managers ten (10) days prior to the move in date or renewal. Leases made in violation of these provisions shall be voidable at the direction of the Board of Managers.

**The owner of the unit will be responsible for his or her share of any assessment if repair or rebuilding is necessary on common areas or to the units due to damages caused by the tenants, resident(s) or guests.**

## 25. SAFETY

Be alert and aware of our children when backing out of your parking space, turning corners, etc. Parents are expected to closely supervise their children at play, including bicycle riding.

Skateboarding and trampolines are prohibited.

Schedule "A" of the By-Laws states: "The sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units in the Building."

ARTICLE V, Section 11 of the By-Laws states: "No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance which interferes with the peaceful possession or proper use of the Property by its owners and occupants." Restrictions include, but are not limited to, archery, baseball and golf.

Snowmobiles and ATVs are not permitted on Surrey Hill roadways or grassy areas and are not to be stored on decks or patios. Violation of any part of this policy will result in a \$25 fine to the homeowner per day/occurrence plus the cost to repair any damage to the common elements.

The speed limits on our roads are 20 MPH along Surrey Hill Way and 15 MPH on all of our other roadways. If observed and reported to be speeding and/or failing to observe stop signs, a warning letter will be sent. Continued noncompliance will result in referral to the Sheriff's Department with a request to monitor the offender's driving habits. All residents are asked to remind family members and their guests to respect our community's speed limits and drive cautiously throughout our complex.

Open fires, fire pits, and chimneas are fire hazards and are prohibited. All fireworks are also prohibited.

Football, basketball, and other sports and games are prohibited in the parking areas, driveways, and road.

Sports and games that involve balls or projectiles (e.g., football, baseball, soccer, volleyball, badminton, lacrosse, bocce, etc.) must be played at least 50 feet from any building. Any damages resulting from these activities will be the responsibility of the resident and guest(s) who participated in the activity.

## 26. SATELLITE DISHES & CABLE TV CONNECTIONS

### SATELLITE DISHES/TELEVISION ANTENNAS

All satellite dishes and television antennas that are placed outside of the patio area, that require the creation of a penetration through an outside wall, or that require wiring to be run along an outside wall **require a variance**. Per FCC regulations, satellite dishes and antennas installed in the patio area and not requiring wiring penetrating through or running along an outside wall do not require a variance. Satellite dishes and television antennas installed inside the patio area should be placed in a location that is not visible from the street or patio entrance, if at all possible. Please be considerate of your neighbors and be mindful that the dish can be an eyesore. The dish or antenna must not be attached to the building or to the outside of the patio fence. If there is no suitable location on your patio, then work with the Board of Managers determine the best alternative and complete a variance form. In this case, the Board will approve a variance for one dish up to one meter in diameter to be mounted on an in-ground post up to three (3) feet high in a common area near your unit. No alterations to any common area are permitted without an approved variance. All satellite dishes and antennas must be permanently and effectively grounded for safety.

### CABLE TV CONNECTIONS

Each building has one cable line that services all of the units in your building. In the event cable service needs access to other units in your building to do an installation or repairs for your unit's connection, you are responsible for coordinating it with the neighbors in your building.

## **27. SECURITY**

The Surrey Hill Community is a Neighborhood Watch Community. If you should see anything suspicious, please call 911 promptly.

Keep things of value out of sight, i.e. radar detectors, laptops, cell phones, mp3 players, CDs, etc., in automobiles parked in our parking lots.

If you are planning a vacation, prevent tell-tale signs of absence:

- Stop all newspapers and mail delivery.
- Inform you neighbor you will be away and ask them to check your property for any unusual occurrences.

## **28. SELLING YOUR UNIT**

Should you decide to sell your unit, whether on your own or by contract with a real estate agency, your attention is directed to the following:

- “For Sale” signs during an advertised “open house” are allowed in the common property areas. The management company has the authority, through the Board of Managers, to remove any improperly placed signs.
- A homeowner can post one standard window-size “For Sale” sign in any one window when a home is up for sale. The Board of Managers may require the removal of any improperly placed signs.
- It is the homeowner’s responsibility to advise the management office as soon as an offer on their unit has been accepted, since various documents (i.e. statement concerning common charges, exterior alterations, etc.) are routinely requested by the attorneys handling the closing. In addition, it is necessary that the management office have the name(s) of the new owner(s) so it can effect the necessary communications.
- A copy of the Declaration and By-Laws (as found in the Offering Plan) and the Residents’ Manual should be given to your attorney for the closing. Additional copies of these documents can be ordered from the management company at the current photocopying cost.
- A Certificate of Compliance must be obtained by the seller of the unit, from the property management company prior to the transfer of the unit. This will ensure the unit is in compliance with the Rules and Regulations as outlined in the Residents’ Manual.

## **29. SEWERS**

Sewer clogs and backups are extremely unpleasant. Please be extremely careful of what is put down the drain or flushed down the toilet.

Things that SHOULD NOT be disposed of in the sewer system include:

- Grease, oil, or fat. Pour into a container and dispose of in the trash.
- “Flushable” wipes or baby wipes. These do not break down.
- Diapers
- Sanitary napkins
- Dental floss

- Cotton swabs
- Toilet cleaning pads
- “Swiffer” type mop refills
- Disposable cleaning wipes
- Handi-wipe type disposable rags
- Paper towels
- Condoms
- Flushable cat litter

**\*\*\*The dumping of ANY materials or fluids into the storm sewer is prohibited\*\*\***

## **30. SNOW REMOVAL**

Snow will be removed from roadways, parking areas and main sidewalks on an as-needed basis throughout the winter season when snow exceeds two to three inches. In the morning (by 10:00 a.m.) after overnight snowfalls, it is imperative that your vehicle(s) be moved to allow the plows to clear the parking areas. Failure to move your vehicle(s) will result in ticketing. Non-compliance after the second ticket has been issued will result in the towing away of your vehicle(s) at your expense. Please note that the plows may arrive later in the day if the snowfall continues during the daytime hours.

Please be sure that the end of your vehicle does not overhang the sidewalk. If you plan on leaving your vehicle(s) for an extended period of time, arrangements should be made to either park in the Clubhouse parking area or to have someone designated to move your vehicle(s) for you following a snowfall of three inches or more.

### 31. SPEED LIMITS

The speed limits on our roads are 20 MPH along Surrey Hill Way and 15 MPH on all of our other roadways. If observed and reported to be speeding and/or failing to observe stop signs, a warning letter will be sent. Continued noncompliance will result in referral to the Sheriff's Department with a request to monitor the offender's driving habits. All residents are asked to remind family members and their guests to respect our community's speed limits and drive cautiously throughout our complex.

### 32. TENNIS COURT USE

The tennis courts are for the exclusive use of Surrey Hill Condominium residents and their accompanied guests. The tennis courts are kept locked, contact the management company for the combination.

Any damage to the courts or nets will be the responsibility of the resident and/or homeowner.

- Courts are for tennis and pickle ball ONLY
- No dogs or other pets allowed on the courts
- No bicycles, roller blades or skateboards
- No food, glass, or alcoholic beverages
- Children under the age of 12 must be accompanied by an adult
- Proper tennis footwear is required

### 33. TRASH REMOVAL & RECYCLING BOXES

Each resident is responsible for providing his/her own trash receptacle(s), which are to be kept on the patio area out of view from the street or patio entrance.

Trash and recycling is presently being picked up on a weekly basis. If you have trash which consists of boxes, old furniture, appliances, etc., which will not fit into a trash receptacle on your patio, it is necessary that you make arrangements with the refuse company to pick up the items.

**Residents are encouraged to secure all recycling materials to prevent them from blowing in the wind.**

Recycling: Recycling boxes are to be put out at the curb for pickup the night before or the morning of trash day. Please place recycling boxes on the grass in the winter (to facilitate clearing of snow from sidewalks).

Monroe County runs a recycling program for the following items (the program is subject to change at Monroe County's discretion):

#### **Clean Comingled Containers & Materials:**

- Metal Food and Beverage Cans: lids are accepted
- License Plates: defaced
- Metal Pots, Pans and Aluminum Foilware
- EMPTY Aerosol Cans: remove caps. NO pesticides or spray paints
- Plastic Containers and Items (#s 1 through 7): including CD cases, broken recycling bins, clamshell or blister packaging, flatware, etc.--remove and recycle caps, spray pumps and lids. No styrofoam, prescription bottles, bags or product wrapping.
- Glass Bottles and Jars: Clear, Green and Brown ONLY—remove and recycle all lids and caps. No drinking glasses, window glass, etc.
- Gable Top (Milk and Juice) Cartons and Drink/Soup Boxes: remove and throw away plastic straws

**Paper Materials (bundle together or place in paper bag in the bottom of your bin):**

- Newspapers, Magazines, Catalogs, etc.
- Corrugated Cardboard: flattened, 2x4 feet maximum—if you have a large stack of flattened boxes, it should be tied together with string or twine.
- Phone Directories
- Paper Boxes—cereal, cracker, soda, tissue, shoe, gift, toy, etc.: flatten box and recycle any plastic liners at grocery store with other plastic bags.
- Pizza Boxes & Paper Egg Cartons: discard all contents and flatten.
- Junk Mail, Advertisements and Brochures
- Home Office Paper, Files, School Papers, etc.; shredded paper in clear plastic bags only.
- All Envelopes: window envelopes too!
- Paperback and Hardcover Books
- Gift Wrap

**Household Hazardous Waste**

Certain items should not be disposed of with the regular trash. Compact florescent bulbs contain mercury and can be taken to Home Depot or Lowes for recycling. Many types of non-alkaline batteries can be recycled through retailers including RadioShack, Lowes, Target, Wal-Mart, etc. Other types of hazardous waste, including cleaners, automotive fluids, pesticides, oil-based paint, electronics, television sets and CRT monitors as well as compact florescent bulbs and batteries can be disposed of through Monroe County's free Household Hazardous Waste program at the Monroe County ecopark facility, 10 Avion Drive, near the airport. They also accept recycling including scrap metal, non-freon containing appliances, bulky plastic items, textiles, propane tanks, and cooking grease for recycling. Call them at 753-7600 for more details or to schedule an appointment to drop off household hazardous waste.

### 34. VARIANCES - NEEDED FOR

**A COPY OF THE CONTRACTOR'S INSURANCE CERTIFICATE MUST BE SUBMITTED TO THE MANAGEMENT COMPANY PRIOR TO COMMENCEMENT OF WORK WHEN USING A CONTRACTOR. WHEN SUBMITTING A VARIANCE FOR AN EXTERIOR ENTRY DOOR, STORM/SCREEN DOOR, REPLACEMENT WINDOWS OR A PATIO/DECK/GATE, A PICTURE OR BROCHURE MUST BE ATTACHED TO THE VARIANCE INDICATING THE STYLE AND COLOR OF THE REPLACEMENT ITEM.**

Blank copies of the variance form are available in the box below the bulletin board at the front of the Clubhouse.

Schedule "A" of the By-Laws states that "No unit owner shall alter, impair or otherwise affect the common elements without the prior written consent of the Board of Managers."

**The following are examples of when a variance is required. They include, but are not limited to:**

- Cable TV connection – if the installation requires the creation of a penetration through the exterior wall or modification to the common elements, a variance is required.(See Section 26)
- Decking on patio floor.
- Faucet (outdoor) on patio side
- Exterior (outdoor) light fixtures on building - style and color restrictions (See Section 12)
- Gates (permanently affixed) (See Section 12)
- Outdoor outlets (See Section 12)
- Painting of interior side of patio fence - color restrictions (See Section 20)
- Patio floors (brick, stone, slate, cement) (See Section 20)
- Planting of gardens, shrubs and trees in common areas (See Section 20)
- Satellite dishes and antennas - – if the installation requires the creation of a penetration through the exterior wall or placement in the common elements, a variance is required.(See Section 26)
- Window replacement (style and color restrictions) (See Section 12 and Attachment "B")
- Door replacement (See Section 12)
- Furnace and hot water heat vents.
- Any penetration through an exterior wall.

Any exterior alterations, replacements, etc., that are done without an approved variance are subject to removal at the homeowner's expense if they are found to be "non-conforming" to Surrey Hill specifications.



**35. WATER ACCESS FOR GROUNDS MAINTENANCE**

The Board of Manages has deemed it necessary that personnel who are watering the lawns and plantings in the common areas at Surrey Hill must have access to water via the water faucets located at certain units. Reimbursement to residents of units with water faucets which are actually used by personnel will be made quarterly in accordance with the current Surrey Hill budget allotment.

**36. WINDOW COVERINGS - VIEWED FROM OUTDOORS**

Window coverings must be in place within 30 days of occupancy.

**The hanging of towels, blankets, sheets, or any other non-standard interior window coverings is not allowed at any time.**

Window decals visible from the outdoors are not permitted except for Security System decals, "Child/Tot Finder" or "Pet Finder" decals (for use by emergency services). ALSO SEE "HOLIDAY DECORATIONS" IN SECTION 20.

**37. WINDOW REPLACEMENT - REQUIRES A VARIANCE**

For approved styles, refer to Attachment "C". Refer to Section 12 for details about approved colors and styles.

**38. WORK ORDERS**

Requests for work that needs to be done (i.e. installation of a sump pump, fence repairs, removal of a bee hive, etc. must be submitted to the management company. Please call the management company to submit a work order request.

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