

IMPORTANT RECENT RULES AND REGULATIONS

- Rental of Townhouses August 16, 2011
- Pet Policy March 17, 2011
- Late Payments July 17, 2006

MAILED
9/22/2011

Brittany Commons Homeowners Association

Important Notice-Rental of Townhouses

To: All Brittany Commons Homeowners

Date: 8/16/2011

According to the Brittany Commons Declaration and By-Laws, the Board of Directors may, from time to time adopt additional rules and regulations governing the use of the Common Facilities and the conduct of all residents and guests on the Properties. No action shall be taken by the Association or its Board which in any manner would discriminate against any Owner or Owners in favor of other Owners. The Board therefore agrees to adopt rules and regulations concerning rentals of townhouses in Brittany Commons as detailed in the Brittany Commons Homeowners Association Lease Rider.

Every Brittany Commons homeowner has the right to rent, lease, mortgage, or convey his/her townhouse for single family occupancy. However, all Association assessments are the personal obligation of the person who is the owner of record for that townhouse unit.

The homeowner is responsible if the renter or other occupant fails to comply with any rule or regulation of Brittany Commons. Specific rules and procedures are defined in The Declarations and By-Laws and Rule and Regulations publications.

Each homeowner who rents his/her townhouse must make the attached Lease Rider part of the rental agreement and provide a copy to the Brittany Commons Homeowners Association along with The Tenant Information Form. These requirements are retroactive. Any current homeowners who are renting their townhomes in Brittany Commons must comply.

BRITTANY COMMONS HOMEOWNERS ASSOCIATION (BCHA)

LEASE RIDER

This is a rider to the Lease dated _____, made between _____
(tenant) and _____ (homeowner(s)).

The premises subject to this lease is a single family townhouse within Brittany Commons. Occupancy shall refer to no more than (2) unrelated adults or (4) related adults and children as fully defined on page 5, Article 1 of the Declaration of Brittany Commons.

The following provisions are hereby incorporated into and made part of the Lease. In the event of any inconsistency between the provisions of this Rider and the Lease, the provisions of this Rider shall prevail.

1. The homeowner(s) shall provide the tenant(s) with the current Brittany Commons Homeowners Association (BCHA) Rules, Regulations and Responsibilities handbook within ten days of the signing of the lease.
2. A violation of the terms of the By Laws, Declarations of Covenants and Restrictions, policies or procedures, rules and regulations of Brittany Commons, unless remedied in thirty days, shall constitute default under the terms of this lease. The Board of Directors shall have the power to terminate such lease and/or bring any appropriate legal procedure to evict the tenant in the name of the homeowner for persistent violation of BCHA Rules, Regulations and Responsibilities.
3. Rental of this townhouse does not absolve the homeowner(s) of any responsibilities of and to BCHA.
4. The lease shall not be for a period of less than one (1) year, without the prior written consent of the Board.
5. No sub leases are allowed.
6. Any notice, which is to be given to tenant or homeowner, shall be deemed sufficiently given if sent by certified or registered mail or hand delivered and addressed as follows.

Tenant

Homeowner

This lease is executed as of the day first set forth above.

Tenant _____

Homeowner _____

Brittany Commons Tenant Information Form

Address:

Owner(s):

Owner(s) address:

Street	_____
City	_____
State	_____
Zip	_____
Phone #(s)	_____

Tenant(s):

Name(s)	_____

Phone(s)	_____
Children & ages	_____

Pets	_____

Term of Rental Agreement: From _____ to _____

Brittany Commons Homeowners Association, Inc.

March 17,2011

Re: Pet Policy

To All Homeowners,

With respect to pets, the By-Laws of Brittany Commons state the following:

- No more than one dog or cat shall be kept in any townhouse, without specific approval of the Board of Directors.
- The Board may adopt additional rules and regulations re: all matters, including pets.

Accordingly, on March 15, 2011 the Board formulated and approved a Special Pet Variance Form that will serve as the means by which homeowners (or homeowners on behalf of their renters) can request approval for having more than one pet and the Board can review the request, all of the pertinent facts and make an appropriate decision.

If you or your renter currently have more than one dog or cat and/or are planning on having more than one dog or cat you **MUST** fill out the enclosed "Special Pet Variance Form", return it to Realty Performance Group at the address listed on the form or to Irwin Solomon at Irwinbcha@Gmail.com. Return your Special Pet Variance Request Form no later than April 8, 2011.

Please be aware that if you or your renters have more than one pet you must request this special variance and receive approval or you will be in violation of Brittany Common's governing rules and regulations. Additionally, if you rent your unit you are responsible to insure that your renters are aware of and follow all of Brittany Commons rules and regulations.

Sincerely,

The Brittany Commons Homeowners Association Board

BRITTANY COMMONS HOMEOWNERS ASSOCIATION, INC

VARAINCE REQUEST RE: DOGS AND CATS

Return form to:
Irwin Solomon
131 Montpelier Circle
Rochester NY 14618

Variance requested by:
Homeowner/Renter Name _____
Address _____
Telephone _____

TO: Board of Directors:

I (we) request permission to have more than one dog or cat.

Below list all of your dogs and/or cats and their name. Breed, color and approximate weight.

This Variance Request is for the specifically identified dogs or cats. Replacements of this dog or cat specified herein, when still constituting more than one pet, will require a new Variance Request submitted and approved prior to bringing the new pet into Brittany Commons.

Signature of homeowner/renter (s) _____ Date _____
_____ Date _____

BOARD OF DIRECTORS

- Approved
- Approved with the conditions stated below
- Denied

Authorized Signature _____ Date _____

CC: Homeowner
Renter
BCHA/RPG

MAILED JULY 17, 06

Brittany Commons Homeowners Association

LATE PAYMENT OF ASSESSMENTS.

POLICY

Monthly assessment payments are due **in full** on the first day of the month. Any assessments, which are not paid when due, shall be **delinquent**.

After a payment has been delinquent 15 days (30 days for a first time offender that fiscal year ending April 30), a notice will be sent to the homeowner and a \$25 per month late fee will be charged. For each subsequent month, in which that assessment remains unpaid, an additional \$25 late fee will be charged.

If payment of a delinquent assessment is made but the late charge remains unpaid, a letter will be sent to the homeowner. This will clarify that if the late fee is not paid within 15 days of the date of the letter, additional monthly late fees will be charged until paid in full.

When an assessment payment is received, it will be applied to the oldest month's assessment due.

If an assessment has been delinquent for 30 days, the Association may bring legal action against the homeowner.

If the Association brings legal or other action for collection against a homeowner, late fees, action costs and reasonable attorney's fees for such action shall be added to the amount owed.

The timing and type of legal action may be determined on a case by case basis using factors including, but not limited to that homeowner's:

- history of late payments
- current location of residence, which may or may not be Brittany Commons or
- other known legal actions in process.

This policy is **effective September 1, 2006** and shall remain in effect unless officially modified by the Brittany Commons Homeowners Association's Board of Directors.

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