

Brittany Commons Homeowners Association, Inc.
Brighton, New York 14618

Summary of Rules, Regulations and Responsibilities

Important

When a townhouse changes ownership, this handbook must be passed on to the new owner by the day of the Closing. The owner of a rented townhouse must immediately supply a copy of this handbook to the tenant.

Revised April 22, 2021

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

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INTRODUCTION

Brittany Commons is a defined 100-unit Homeowners Association established in 1984. Its Declarations and By-laws – which conform to New York State laws governing Homeowners Associations – are intended to assure consistency, uniformity, and a standard for maintaining Brittany Commons as an outstanding community, where residents enjoy living and where property values are protected.

Living in a shared community, such as Brittany Commons, is quite different from living in a community of single, detached homes. Living in a shared community has many benefits. It also imposes certain rules and regulations, which may seem restrictive to those accustomed to living in a private, detached residence. Many of the rules and regulations were modeled upon those from similar townhome communities and the intent is not to restrict, but to clarify.

Adherence to these rules and regulations is the responsibility of us all. Enforcement is a responsibility of the Board of Directors and is often assigned by the Board to our management company. Any homeowner submitted Variance Request for a change as well as any infractions of our rules and regulations are each reviewed at the monthly Board meeting.

The deed conveying the townhome also conveys membership in Brittany Commons 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.

The townhouse shall be occupied by no more than 2 unrelated adults or 4 adults all related to one another. 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 Brittany Commons residents should make it a point of reading and understanding these documents.

ASSESSMENTS

1. The monthly assessment fees are issued for the purpose of various community operating expenses for which the Homeowners Association has responsibility, and for maintaining a Reserve Fund for current and future major repairs and improvements. Payments are due on the first day of the month and delinquent after the 15th. Payments may be paid by check, money order, ACH through the Management Company or arrangements with your bank for direct bill pay. Payments received after the 15th of the month will be assessed a \$25 late fee.
2. Special assessments may be established for necessary major repairs, capital improvements and other needs. Approval by the defined majority of homeowners is required for these assessments. All homeowners are assessed equally.
3. For non-payment of any monthly or special assessment fee, the Board has the authority to place a lien on the property. The homeowner is responsible for all legal and other costs related to the lien and collection process.

DECORATIONS AND SIGNS

DECORATIONS

1. Permanent or seasonal decorations must not present a hazard of any kind, nor should they restrict building access.
2. Seasonal lighting may be displayed on or around the front door, garage door, and shrubs **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.
3. Decorations may be attached to the home in a manner so as not to damage it. Cost to repair any damages related to exterior decorations will be assessed to the homeowner.
4. 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.
5. The decorations must be maintained in good condition and removed or replaced when they begin to look faded or worn.
6. **A variance is required** for the installation of one attached flagpole per unit for the display of a regulation American flag in accordance with standard and generally accepted guidelines.

SIGNS

1. No yard, window, or any other signs visible from the street (except for a single home security sign and one sign – ‘For Sale’ or ‘For Rent’) are to be placed on townhouses or units in Brittany Commons, without express written consent of the Board. Such ‘For Sale or For Rent’ signs may not exceed 6 square feet and must be immediately removed upon the sale or rental of the townhouse.
2. A maximum of 2 standard sized signs for a recognized electoral candidate in each election year is permitted. The signs may be not displayed more than **1 month** in advance of the election and must be removed no later than the day following Election Day.

EXTERIOR MODIFICATIONS

It is the duty of the Association to protect the property's appearance and marketability by ensuring that any changes to the building exterior are consistent with community standards and compatible with the architectural style of these buildings. 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 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. Such modifications include, but are not limited to decks, awnings, light fixtures, exterior doors, standard replacement windows or skylight or egress windows, mechanical devices, satellite dishes, flower boxes, flags, bunting, or storage or other structures, whether permanent or temporary, etc. A Variance Request is also required to add any additional or replacement perennial plantings on the homeowner's lot not originally furnished by the management company.

1. The Variance Request form must be submitted together with (where appropriate) pictures and plans, or brochures or other information describing the materials to be used. The homeowner must provide plans with complete details about the nature, size, shape, and location of the proposed modification. All information regarding the contractor of the work shall also be furnished in the Variance Request form.
2. The Board will review the request and make the 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.
3. 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.

INSURANCE

1. The Board is responsible for providing building insurance as specified in the Declaration. Accordingly, the Association has a master policy for which premiums are paid from the monthly assessments.
2. Personal property insurance and liability insurance within the home are the responsibility of the homeowner.
3. Homeowners are responsible to pay the deductible for any claim relating to their unit that is settled through the Association's master insurance policy.

NOISE AND NUISANCE

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

It is essential that no nuisances be allowed on Brittany Commons 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 Brittany Commons for its residents. Nuisances include excessive noise, odor, or behavior that in any way is disruptive and offensive to the residents or environment.

OUTDOOR GRILLS

1. New York State Fire Code requires that grills be used at least 10 feet from any combustible materials on a building or a fence. The grill should therefore be well away from the siding. (vinyl siding will melt with intense heat.) **Never grill in the garage.**
2. 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 the latter is being placed in a garage.
3. Any resulting damage to the siding etc., resulting from deviance to the code, will be repaired at the expense of the homeowner.

OUTDOOR FIREPLACES, FIRE PITS, CHIMINEAS, FIREWORKS, etc.

Any type of outdoor, open-pit fireplace is **expressly prohibited** within Brittany Commons, as are all types and manner of fireworks.

These high-risk fire hazards could catastrophically impact our entire community both materially and financially should a fire occur.

PARKING AND VEHICLES

PARKING

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 15 miles per hour, on the premises, is to be observed at all times. No exceptions will be tolerated. Enforcing safe driving is coordinated with the Town of Brighton. Please remember, that our residential neighborhood has many walkers and bicyclists in all seasons, children among them.
2. The Town of Brighton has declared LeMarc Court, Montreal Place and Neville Lane as fire lanes, therefore cars are not to be parked on these roads.
3. Short term parking on Montpelier Circle is permitted. The Town of Brighton does not permit parking on town roads between the hours of 2am and 7am from November 1 through April 15 of each year.
4. No unlicensed person is allowed to drive a vehicle in the community.
5. Parking on the grass is prohibited at all times. Please do not park in front of any mailbox unit or any fire hydrant or block any driveways.
6. 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 their driveway.
7. As a safety reminder, overhead garage doors should be kept closed at all times when not in use.
8. 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 Brighton Police Department.

VEHICLES

1. The following vehicles are not permitted to be parked or stored in Brittany Commons:
 - Commercial vehicles, except while making deliveries or providing services.
 - Abandoned or unregistered or unlicensed vehicles.
 - Recreational vehicles such as motor homes, campers, trailers, boats, etc., except to load or unload for periods of less than 4 hours; and then are limited to once in any 24-hour period.
2. The following may not be driven, parked or stored outside within Brittany Commons – dune buggies, motor bikes, go carts, dirt bikes, snow mobiles or other similar recreational vehicles.
3. Major maintenance or repairing of any auto or other vehicle is not permitted within Brittany Commons. Vehicle restorations or minor repairs must be done within the homeowner's garage.
4. Vehicles may be washed or waxed in the homeowner's driveway.
5. Individual homeowners will be assessed for any damage caused by their vehicles or those of their renters, friends, guests, etc.
6. Homeowners 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.

PATIO

1. Each homeowner shall clean and keep free from unsightly objects the following areas of his/her townhouse: entries to the unit, windows, front porch, driveway, patio and all yards and gardens.
2. It is the homeowner's responsibility to maintain and care for items in the patio area--including but not limited to trees, shrubs, flowers, steps to the house, deck and gate, and air conditioner.
3. The fence is the responsibility of the Association and thus a homeowner may not make changes to the fence without the prior written approval of the Board.
4. Utilizing the Variance Request and with the prior written approval of the Board, a deck may be added.

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 Brighton has a dog ordinance and a leash law. Residents and homeowners of Brittany Commons 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 sidewalks.

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 an unrestricted manner without the concern of odors in their property, walking in animal waste or being accosted by an unruly pet.
2. Bird Feeders:
For the health and safety of all residents in the community, the use of traditional bird feeders is not permitted either inside private patio areas or outside of them.
 - An exception to the bird feeder rule is for liquid hummingbird feeders that can be only kept in the rear patio area. Bees may also be attracted to the feeders.
3. The Brighton 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.
4. No more than one (1) dog or cat may be kept in any townhome without prior written approval of a Variance Request by the Board of Directors. The Board will not approve more than two (2) dogs or cats. The limit does not apply to tropical fish or songbirds.
5. Owners must comply with all state and local regulations regarding licensing and inoculation of pets.
6. 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.
7. Pets may not be chained, staked or tied outside the home.
8. 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.
9. Owners are responsible for any property 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 any on-going problem.

ENFORCEMENT AND PENALTIES

1. Any resident observing a violation of the above rules should call the Management Company and, if appropriate, the Brighton 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 reserves 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. Plantings and maintenance of lawns, trees and shrubs (other than in the patio) is the responsibility of the Association.
2. All outdoor lawn and garden watering is the homeowner's responsibility.
3. No permanent plantings such as trees and shrubs may be planted without prior written approval of a Variance Request by the Board of Directors.
 - Existing boundaries of any existing garden or tree bed may not be modified or expanded. Garden beds must be neatly maintained and cannot interfere with the routine maintenance of lawns, buildings or other groundskeeping activities.
4. Patio plantings should adhere to the following guidelines:
 - They cannot encroach on the townhouse.
 - They cannot interfere with the maintenance of the buildings and fences.
 - They cannot interfere with the neighbor's patio or air space.
5. Any damage incurred to a unit or any other property maintained by the Association is the responsibility of the homeowner.
6. Planting annual and perennial flowers, is permitted in the front and side gardens.
7. Planters may be placed on the front step provided they are well maintained.
8. 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.
9. To enable the Association to properly maintain the townhouse and fences, it may become necessary for the homeowner to remove any over-growth or overhang of the plantings, tree branches or trees that might not permit direct access to the exterior of the building. Such removal will be done at the homeowner's expense.

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 Brittany Commons.

SALE OF A TOWNHOME CHECK-LIST

Because many people who purchase homes in our complex are not fully 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 Brittany Commons.

- Signage used for OPEN HOUSE events may be set up the morning of the event and must be removed upon completion of open house.
- The Brittany Commons Rules and Regulations and, a copy of the Declaration of Covenants, conditions, and Restrictions and a copy of the 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 should be made available to prospective buyers. 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.
- The Management Company should be notified of any pending listing or sale of a property at the time that it occurs.

RENTAL OF A TOWNHOME

1. 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 responsibility of the homeowner.
2. A written lease must be provided to the Management Company and include the following:
 - Owner's name, address, and phone number
 - Tenant's name and his/her contact information
 - Term of lease (12-month minimum)
 - 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.
3. The following item issued to each home, must remain in the home for the tenant: The Brittany Commons the Rules and Regulations and, a copy of the Declaration of Covenants, Conditions, and Restrictions and a copy of the Association By-Laws.
4. 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 one annual Community Garage Sale, organized by a group of homeowners and advertised at their expense, are not permitted
2. Moving or Estate Sales – In the event of a death or if a resident is moving out of Brittany Commons, one (1) independent sale per year is permitted, within the following limitations:
 - Sale hours are limited to 10 A.M. to 5 P.M.
 - Flow of traffic and parking must be monitored before and during the sale hours.
 - Homeowner assumes responsibility for any damage to common areas.

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 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.

ANY THEFT AND VANDALISM SHOULD BE Immediately REPORTED TO Police BY CALLING 911 AND THE MANAGEMENT COMPANY, at their after-hours number, as required.

TRASH COLLECTION

A private contractor provides trash collection service to the residents of Brittany Commons. 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.
2. Recycling containers have been provided by the trash collection company. All recycling containers should be labeled clearly with the unit number. If you need to obtain another container, please contact the Management Company as there may be a fee assessed.
3. For collection, trash should be in garbage cans with lids that close securely or placed in **black*** heavy duty plastic bags and tied securely prior to placing it at the curb.
4. All recyclable items must be placed in a recycling bin for disposal. Cardboard boxes and large shipping containers must be broken down and placed with the recycling bins for pickup.
5. All trash and recyclables should be put **outside at the curb, not in front of the garage. Trash cannot be put out prior to 4 p.m. the day before.** Homeowners are responsible to make arrangements if they will be away for an extended time so that trash is not sitting out in advance.
6. Empty containers should be returned to the garage by the end of the collection day. Again, homeowners are responsible to make arrangements if they will be away for an extended time.
7. Special arrangements must be made for the disposal of large items. Please call the Management Company to arrange for pick-up, **BEFORE** placing item(s) at the curb. The items to be picked up must remain in the owner's garage until the scheduled pickup.
8. There are only six (6) holidays in the year that may cause a shift in the pick-up day from Monday to Tuesday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas.
9. Recycling and hazardous material disposal regulations are established by our trash contractor and/or Brighton and/or other government agencies.

***Note: white/clear bags attract crows.**

BRITTANY COMMONS HOMEOWNERS ASSOCIATION - Responsibilities Chart

ITEM	HOMEOWNER	ASSOCIATION
Landscaping		
Lawns: front, side, rear	water	mow and maintain
Weed control	gardens and lawns in patio	lawns and front+side shrubs
Leaves - remove	as desired	yards, walkways, drives
Trees+shrubs not in patio	water	trim, maintain, replace
Trees + shrubs in patio	total responsibility	
Plantings by homeowner	total responsibility	
In Patio	Some patios have gates	No work when gate is locked
All plantings, soil, weed control	maintain, repair, replace	
Fence structure and exterior	gates and attachments	repair, replace original fence
Air conditioner and window well	clean, repair, replace	
Stones and pavers	maintain, repair, replace	
Steps to house door	maintain, repair, replace	
Deck and steps to door	maintain, repair, replace	
Electric outlet, faucet, dryer vent	maintain, repair, replace	
Snow removal+ related		
Street-Montpelier Circle only		plowed + salted by town
Plow driveways and 3 side streets		total responsibility
Shovel walkways + front porch		maintain per contract
Sidewalks around Montpelier Cir.		town decision is not plow
Damage due to ice damming	interior--see insurance section	exterior
Trash removal		
Weekly service		contracted removal
Non standard item pickup	request service, pay any fee	schedule homeowners' requests
Driveways and parking areas		
Driveways + side streets		seal, repair, replace
Walkways to front door		maintain
Sidewalks and curbs at street		jointly with town
Garage		
Garage door opener	maintain, repair, replace	
Overhead garage door	maintain, repair	replaced as decided by Board
Cement slab floor	maintain, repair	
Cement block walls	maintain, repair, replace	common walls structure
All improvements and steps	maintain, repair, replace	
Doors		
Hardware and doorbell	maintain, repair, replace	
Front door	maintain and paint per policy	replace as per Assn policy
Sliding or other door into patio	maintain, repair, replace	
Storm and screen doors	maintain, repair, replace	

BRITTANY COMMONS HOMEOWNERS ASSOCIATION - Responsibilities Chart

ITEM	HOMEOWNER	ASSOCIATION
Utility wires, pipes, etc.		
Electric and gas lines	inward from meter	exterior to meter -- RGE
Electric + gas meters		RGE
Cable TV and satellite related	maintain, repair, replace	
Water lines	interior	exterior: Assn and/or MCWA
Basement		
Cement floor slab	maintain, repair, replace	
Cement block walls	interior surface	exterior surface+ structural
Water, electric, heating, cooling	maintain, repair, replace	
All improvements including walls	maintain, repair, replace	
Drains and sump pump	maintain, repair, replace	
Windows + skylights		
Glass and Hardware	maintain, repair, replace	
Screens and storms	maintain, repair, replace	
Frames and caulking	interior	exterior
Lights-exterior		
Porch, patio, garage outside	bulbs, repair all wiring	replace fixtures
Yard pole lamp		maintain, repair, replace
Mailboxes -- locks and keys	contact Post Office	
Townhouse-exterior related		
Roof incl flashing + gutter related		maintain, repair, replace
Vents	inside house, including attic	on roof
Townhouse - interior related		
Fireplace+ related	maintain, repair, replace	
Improvements+ personal property	maintain, repair, replace	
Drain pipes inside house	maintain, repair, replace	
Pest control + animals		
Termites, carpenter bees/ants	interior	exterior
Other insects, rodents and birds	resolve or discuss w/Board	as decided by Board
Pets	total responsibility	enforce Association rules
Other animals	contact town animal control	no responsibility
Insurance		
Personal property + contents	total responsibility	
Personal liability + umbrella	total responsibility	
Fire	any extra coverage desired	Assn coverage has deductible
Association's insurance deductible	total responsibility	