

# **FORREST HILL CONDOMINIUM HOMEOWNERS' HANDBOOK**



**REVISED:  
October 2023**

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# ROLES & RESPONSIBILITIES

## 1. OVERVIEW

The Homeowners' Handbook Committee is an Ad Hoc Committee established to propose to the Board a set of roles and responsibilities for the Board, the Management Company, and the homeowners based on the content of the Association's By-Laws. This committee's goal is to clarify the By-Laws and to improve the overall effectiveness of the management of Forrest Hill Condominium. The proposal is believed to be consistent with relevant laws and contracts. Issues of judgment are based on the collective opinion of the committee.

October 2023

### Committee Members:

*Steve Georgi - President*  
*Carole Barrese - Vice President*  
*Eugene Milevich - Treasurer*  
*Judy Miraglia - Secretary*  
*Stehen Kahl - Member*

## 2. HOMEOWNERS

### Roles:

All homeowners are members of the association and have a common interest in maintaining and enhancing the value of their property. As required by the Forrest Hill Condominium Declaration and By-Laws, this includes the establishment and enforcement of rules, the financing, and completion of common area maintenance. The homeowners elect a Board of Managers to act on their behalf to accomplish this. As a group, the association only acts on issues that affect the property. It does not attempt to influence external community issues or issues between homeowners (except where rules are involved).

### Duties & Responsibilities:

- Obey established rules and regulations.
- Provide right of access when required.
- Report common element evaluation/repairs.
- Bring problems to the attention of the Board or Management Company.
- Make timely repairs of their limited common elements (see definition, page 7).
- Prompt payment of regular and special assessments.
- Attend annual and special meeting of the homeowners.
- Participate in the election of Board Members and special votes.
- Participate on committees.
- Provide input for community decisions/committees/association meetings.

### 3. BOARD OF MANAGERS

#### Power & Duties:

The Board of Managers is elected by the homeowners to administer the affairs of the association. They may act on behalf of the association, except in matters which by law, Declaration or By-Laws cannot be delegated to the Board by the homeowners.

#### Roles:

The Board officers are elected by the Board to carry out specific Board functions as stated in the By-Laws.

The Board of Managers will meet monthly. If you have a special concern that you wish the Board to address, you may contact your management agent or any Board member.

#### President's Responsibilities:

- Preside at all meetings and maintain order.
- Execute legal documents.
- Set meeting agendas.
- Set long-range schedules.
- Establish committees by decree.
- Appoint committee chairpersons.
- Represent Board to homeowners.
- Co-signatory on checks, as required (shares role with Treasurer).

#### Vice President's Responsibilities:

- Back up President in his or her absence.
- Provide assistance to other officers, as needed.

#### Treasurer's Responsibilities:

- Oversee association funds.
- Oversee/review financial records, including receipts & disbursements.
- Review monthly financial statements as prepared by management company.
- Oversee annual budget preparation.
- Co-signatory on checks written by management company (shares role with President).

#### Secretary's Responsibilities:

- Write meeting minutes.
- Maintain book of resolutions.
- Act as administrative interface with management company.
- Handle proxies (for homeowner voting other than for Board Members).
- Legitimize Board documents through signature.
- Act as chairperson for Newsletter Committee.

#### 4. COMMITTEES

##### Role:

Committees are established by the Board President to have more homeowner input in the decision making process and to lighten the Board's workload. They provide a forum for detailed investigation and discussion so that the Board can make more informed decisions.

##### Responsibilities:

- Gather input from the homeowners.
- Advise the Board on committee-related issues.
- Provide feedback on Board actions to the homeowners.
- Conduct special investigations and/or inquiries assigned by the Board.

##### Suggested Standing Committees:

- Gardening Committee
- Grounds/Buildings Committee
- Newsletter Committee
- Parking Committee
- Welcoming/Social Committee

##### Ad Hoc Committees

- Homeowners' Handbook Committee
- By-Laws Review Committee

#### 5. MANAGEMENT COMPANY

##### Role:

A professional property management company which assists the Board in carrying out its responsibilities. A management company is hired by the Board to use its experience and knowledge to advise the Board on issues of operations and to furnish administrative/supervisory services in an efficient manner. A management company is only an agent of the association when specifically authorized by the Board to implement the Board's decisions. A management company's roles and responsibilities are defined by the contract it signs with the Board. Forrest Hill Condominium's contract for services includes:

### Maintenance/Operation Responsibilities:

- Arrange for contracted services.
- Solicit bids.
- Advise Board on contract selection.
- Administer contracts.
- Hire, fire and supervise management company employees who support Forrest Hill Condominium.
- Receive and handle complaints of rule violations.
- Send notices to violators and administer fines, as needed.
- Assist in selecting consultants/professionals.
- Work with Auditor, Attorney and Insurance Agents.
- Set up and operate preventative maintenance programs.
- Conduct weekly inspections of the property.
- Respond to service requests in a timely manner.
- Staff an emergency phone number.
- Execute rule enforcement actions.
- Provide extra services for fees such as:
  - Solicit bids for special assessment contracts.
  - Administer insurance claims.
  - Provide handyman staff for repairs.
  - Act as construction management company.

### Finance Responsibilities:

- Collect assessments (monthly & special).
- Send notices for delinquent assessments.
- Refer delinquencies to collection agency/attorney, as needed.
- Prepare monthly financial statements.
- Recommend yearly budget and reserve fund needs.
- Set up and manage association bank accounts.
- Review disbursements and prepare checks.
- Provide extra services for a fee.

### Meeting/Administration Responsibilities:

- Attend scheduled Board meetings and inspections (within limits specified by the signed contract).
- Provide clerical services to the Board and Association, including meeting materials.
- Prepare and mail correspondence, including contractor communications.
- Prepare and distribute meeting notices.
- Administer elections and prepare ballots.
- Maintain all records and unit files (financial, maintenance, variance requests, contracts, etc.).
- Update administrative information (meeting minutes, election results, policies, homeowner lists, and correspondence).
- Provide extra services for an agreed upon fee such as:
  - Revisions to legal documents
  - Provision of extra mailings
  - Provision of unit sale transfer documents

## 6. DEFINITIONS

### Common Elements

The structure or equipment associated with the buildings which are necessary for the overall physical integrity of those buildings. The structural and visual integrity of all common elements is the responsibility of all unit owners. Upkeep, maintenance, and repair of Common Elements are the responsibility of the association, which has delegated the day-to-day decisions on these matters to the Board. Changes to Common Elements can only be decided by the Board. Common Elements include roofing, exterior walls, exterior light fixtures, sidewalks, exterior railings, entrance ways and planters, signage, sump pumps and wiring, main utility lines, and the stationary structures of detached garages.

### Common Areas

The area around the buildings accessible to all unit owners. The Common Areas include the car wash pad, lawns, shrubs, roadways, parking locale and landscaped areas. Maintenance of Common Areas is the responsibility of the association. Changes in landscaping and appearance can only be decided upon by the Board. All homeowners are responsible for observing regulations when using the Common Areas such as looking after your children and pets; being considerate of neighbors; exercising safe driving practices.

### Limited Common Elements

Those structures on the building exterior which are visible to other unit owners, but only accessible by a single unit owner. Maintenance and upkeep of Limited Common Elements are the responsibility of that unit owner. Changes to Limited Common Elements can only be approved by the Board based upon review and approval of an acceptable variance application. Limited Common Elements include garage door mechanisms and remote control, windows, patio doors, decks, exterior doors, balconies, patio dividers and patio areas.

### Interior Elements

Those structures and equipment inside each unit and used exclusively by each owner. They include walls, plumbing, electrical wiring, flooring, appliances, furnace/air conditioning and fixtures. Maintenance is strictly the unit owner's responsibility.



# RULES & REGULATIONS

## 1. GENERAL INFORMATION

- No soliciting is allowed on the Forrest Hill Condominium property for any reason.
- Every effort will be made to clear the association sidewalks of snow as early in the morning as possible and to keep them open continuously throughout the winter. Your understanding and patience, should problems occur, will be greatly appreciated.
- In order to thwart theft and petty vandalism, garage doors should be left in their closed position. Closed garage doors also add to the appearance of the association.
- Residents should not create loud noises from inside or outside their units. Large parties, radios, cars, pets, patio parties, loitering and/or congregating in common areas, etc., can be disturbing to other residents. Please call 911 for any noise disturbances and notify the property manager. As stated in the Town of Penfield's official noise ordinance, excessive noise is prohibited:
  - Between the hours of 11 PM and 7 AM, audible outside the boundary of the unit [from a common area, or from an adjacent unit, through a wall].
  - Between 7:00 AM and 11:00 PM, audible at a distance of 50 feet outside the boundary of the unit.

Violations: When rules & regulations have been violated, the following procedures will be followed:

- First Offense: The owner will receive a warning letter from the management company. The violation must be corrected within 24 hours.
- Second Offense: A violation will be issued to the owner, with a \$50 fine.
- Third and subsequent Offenses: The owner will receive a \$75 fine.

## 2. PARKING & ROAD SAFETY

Please be respectful of your neighbors' rights and needs. Please remind your visitors to use only one space in areas where more than one car can park and avoid blocking traffic areas.

Restrictions:

There are limited parking spaces at Forrest Hill Condominium. As a courtesy to other residents of the association and, for everyone's safety, we ask that you and your visitors closely follow these parking rules:

- All vehicles must park within designated parking space demarcation lines. No parking is permitted in diagonally-striped pavement areas.
- Homeowners should use their garages first before parking in open parking spaces.
- No vehicles may park on lawns or drive on non-paved surfaces at any time.
- No unlicensed vehicle shall be parked in a parking space within the complex.
- Except for units 73, 77, 81, 85, 89, 93, 97, and 101, vehicles are not permitted to park in front of any garage at any time. Parking of normal size motor vehicles is permitted in front of the above stated units due to the wide roadway at the location. Parking at these garages is restricted to the respective unit occupants only. When a vehicle is found in violation of this rule the subsequent warning letter and fines will be levied upon the unit owner.

- Vehicles over 18' are "oversized" and are not permitted to park on the grounds or to be stored overnight, except within an enclosed garage area.
- Compact car spaces at the top of the hill are for vehicles less than 15' in length only.
- No vehicle shall be parked in such a manner as to inhibit pedestrian traffic on sidewalks.
- During snow removal season (November 1<sup>st</sup> through April 15<sup>th</sup>), every effort should be made to remove vehicles from open parking areas until the area has been cleared of snow. Special emphasis should be placed on the top of the hill near units 124 and 184. No parking is permitted in, or in front of, any snow pad during this time. All snow pads will be clearly marked with no parking signs.
- Speeding or careless driving on the property is both dangerous and inconsiderate. All drivers must drive slowly, carefully and adhere to the posted speed limit of 15 mph. All posted signs must be observed.
- All vehicles must be properly muffled in compliance with local and state laws.
- Unlicensed motor vehicles (other than those operated in the course of common area maintenance or for medical reasons) should not be operated anywhere on the common areas (including roadways) at any time. This specifically includes (but is not limited to) minibikes, go-karts, snowmobiles, etc.
- No unlicensed operator shall operate a motor vehicle anywhere on the common areas at anytime.
- No repair of motor vehicles shall be made on any of the roadways, driveways, or parking areas of the association complex.
- Parking areas shall not be used for storage or long-term parking (in excess of 14 days without an approved variance from the Board). From November 1<sup>st</sup> to April 15<sup>th</sup> vehicles need to be moved to facilitate proper snow removal. Vehicles interfering with snow removal may be subject to towing at the vehicle owners expense.
- All vehicles must be registered with management. All registered vehicles will be issued a parking sticker to be placed in the rear passenger side window.
- Washing of vehicles is not permitted in the parking areas, in front of garages, or on roadways located in common areas. The Board has designated a specific area for this purpose. See attached site map on page 18 for the car wash location.

Violations: When parking and road safety rules have been violated, the following procedures will be followed:

- First Offense: The vehicle owner will receive a ticket and a warning letter from the management company. The violation must be corrected within 24 hours.
- Second Offense: A ticket and violation letter will be issued to the vehicle owner, with a \$50 fine.
- Third and subsequent Offenses: The vehicle owner will receive a violation letter, a \$75 fine and the vehicle will be removed from the property by (Ricci's Towing). The vehicle owner will incur all expenses for towing and retrieval of said vehicle.

### 3. EXTERIOR MODIFICATIONS

#### General:

- The rules of this section apply to any modifications that affect the structure or appearance of the buildings or grounds even though the item being modified is for the exclusive use of the unit occupant (for example: exterior doors and decks). Interior modifications to walls, plumbing, wiring, flooring, appliances and fixtures that are not visible from the outside and do not compromise the integrity of the building are the unit owner's responsibility and are not covered by these rules.
- No exterior modifications of any kind will be made until the plans and specifications of the desired modification have been submitted to a Board member and approved in writing by the Board. Requests for exterior changes or modifications should be submitted on the Variance Request Form (see attachment - page 19) together with detailed plans and specifications showing the nature, dimensions, shape, length, materials and location. The goal is to maintain a consistent and high quality presentation of the complex. Only materials, designs and colors compatible with the architectural character of the community will be approved.
- The homeowner shall be notified in writing when the variance request has been approved or rejected. If a request is rejected, a reason for the rejection shall be included. The homeowner is welcome to ask the Board to reconsider its position by presenting new or additional information that might clarify the request or demonstrate its acceptability. A rejected request can be modified to address the Board's concerns and resubmitted.
- The Board will respond to all questions and proposals as promptly as possible.
- Possession of a town or county permit does not waive the need for Board approval. Although the Board will not knowingly approve a project that is in violation of the county or town building and/or zoning codes, the responsibility for compliance with any applicable codes is solely that of the homeowner. The homeowner requesting a modification is responsible to determine if town permit approval, New York Board of Fire Underwriter's electrical inspection, or the like is required and to secure all such permits and inspections.
- Expenses incurred in removal or restoration of an unapproved modification, or for the completion or correction of an approved modification, are the homeowner's responsibility and not that of the association. If necessary to protect the appearance, value, or integrity of the property, the Board may authorize expenses for such completion, restoration or correction and these costs, including legal expenses, shall become a binding personal obligation of the owner which, if unpaid, shall become a lien against his or her unit (refer to By-Laws, page 79).

Specific:

- Maintenance (except exterior painting) and replacement of exterior doors (including garage doors and their operating systems), all unit windows, screens, and attached hardware are the sole responsibility of the homeowner (refer to By-Laws, page 42). Replacement of exterior doors or windows requires prior Board approval. Exterior door trim is considered part of the exterior of the building, not part of the doors, and is the responsibility of the association (except for damage caused by the occupant).
- Beyond the routine painting provided by the association, the exterior surfaces of the doors may only be painted by the unit owner with paint approved by the Board. Approved paint color or specifications are available from the association at no expense.
- All interior window coverings (such as curtains, drapes, or blinds) should be lined with an opaque or translucent white material with no visible pattern as seen from the exterior of the unit (refer to By-Laws, page 85).
- Maintenance and replacement of exterior bulbs and fixtures are the responsibility of the association. No additions to the exterior lighting, such as spotlights, are permitted.
- No awnings are permitted.
- Antennas & Satellite Dishes: No exterior television or radio antennas of any sort shall be allowed, but two exterior satellite dishes may be installed per unit if they meet the following conditions:
  - The satellite dishes must be no more than eighteen inches in the longest dimension.
  - Upon receipt of written approval of the Board, the dishes must be installed in a location approved by the Board, and by a professional installer approved by the Board.
  - The unit owner pays all expenses.

Common Elements:

- Occupants are encouraged to plant and maintain flowers in their entranceway planters.
- No vegetable and/or fruit plantings are permitted anywhere on the property. Those found will be removed immediately.
- No bushes, trees or shrubs of any sort may be planted, or existing ones modified, without prior written approval from the Board.
- It is sometimes difficult for the Board and the maintenance contractors to identify common areas that need to be addressed in a timely manner. Please contact a member of the Board if you are aware of required maintenance.
- No exterior clotheslines are allowed.

#### Limited Common Elements:

- Balconies, decks and patios are for the exclusive use of the occupant of the unit to which they are attached. No modifications are to be made to these structures without prior written approval from the Board.
- Application of the approved stain/sealer to balconies is the responsibility of the association.
- Maintenance of decks and patios is the responsibility of the unit owner and includes the application of a clear sealer to preserve the wood components. Power washing before sealing is recommended.
- No permanent structure or object shall be constructed or installed in or on roofs, balconies, decks and/or patios.
- Storage of furniture, bicycles, household items, or excessive amounts of snow is not permitted on balconies. It is prohibited to hang anything from the balconies except appropriate size planters, decorative items, or seasonal decorations, as described below.
- Patio areas are defined as the areas bounded by the patio fences, the rear walls of the units, and an imaginary line drawn between the ends of the patio fences. No permanent object that exceeds the height or depth of the patio fence shall be placed, stored or planted in the patio areas. It is prohibited to hang anything from the patio fences except appropriate size planters, decorative items, or seasonal decorations, as described below.
- Storage of furniture, bicycles, or any other items is not permitted under decks. No permanent object that exceeds the height or depth of the adjacent deck divider shall be placed or stored on a deck. It is prohibited to hang anything from the decks except appropriate size planters, decorative items, or seasonal decorations, as described below.

#### Seasonal & Other Decorations:

- Decorations of appropriate size, quantity and duration are permitted in the immediate vicinity of the occupant's unit. The Board has ultimate authority to define inappropriate seasonal and other decorations.
- One American Flag may be displayed on the balcony or deck.
- No bird feeders are allowed, except liquid feeders for hummingbirds.
- Holiday decorations are expected to be taken down two weeks after the holiday.

#### 4. ASSESSMENTS

- These monies are required to maintain the property and to provide needed services to the homeowner. They are due and payable on the first day of each month. Special effort should be made to pay in a timely fashion. Failure to pay the monthly maintenance assessment, special assessments, and/or charges for damages by the due date will result in a late fee.
- Continued failure to pay assessments will result in a lien being placed against the homeowner's property and the imposition of interest and additional charges to cover the legal expenses involved.
- Failure to pay all sums associated with the establishment of the lien(s) against a homeowner's property may result in a lien foreclosure action against that homeowner.

## 5. IMPORTANT PHONE NUMBERS

Ambulance	911
Fire	911
Sheriff	911
Crofton Management	248-3840
	248-3666 (fax)
	248-3840 (emergency maintenance)

## 6. HOUSEHOLD PETS

An individual household should not have more than two (2) domestic household pets. This includes cats, dogs, birds and fish. Size of household pets is restricted to a weight no more than an owner can carry.

### Control:

- Household pets must be under the owner's control at all times.
- Dogs must be leashed when outside of the owner's unit.
- Pet owners are responsible for all disturbances from their pets that affect surrounding units.

### Cleanup:

- Pet owners are responsible for immediate cleanup after their pets, including designated common areas.
- If a pet damages the common area the pet owner will be responsible for restoration.

### Violations: When pet violations occur, the following procedures will be followed:

- First Offense: The pet owner will receive a warning letter from the Board or management company. The violation must be corrected within 24 hours.
- Second Offense: A household pet violation will be issued to the pet owner, with a \$50 fine.
- Third and Subsequent Offenses: The pet owner will receive a \$75 fine.



## 7. SAFETY & SUPERVISION

We pride ourselves on having a safe association community. However, as business around us continues to expand, it is very important that children remain safe and secure at the Forrest Hill complex.

To ensure the safety of your children and to maintain the esthetic value of our property, these basic guidelines must be followed:

- Children under the age of 10 should have adult supervision when playing outside of the home. To avoid traffic incidents, and the resulting increase in insurance costs to all Condominium homeowners, ball playing, bike riding, rollerblading, skateboarding and scooters on the sidewalks or in the parking lots, streets, and other common areas is not allowed.
- Bicycles and toys should be stored inside the home or garage, when not in use.
- Ball playing, using common walls and/or doors as a backboard is not allowed. Not only is this bothersome to the residents, but it may cause damage to the buildings. Any repairs required to buildings as a result of the activity of children, will be the responsibility of the parents.
- Sledding, snow boarding, climbing on snow banks is not permitted down the common area slopes in the complex. Owners/tenants should take their children to a safe place for this type of activity.
- No embellishments of any kind to the surfaces of our common areas are permitted. Parents should discourage their children from defacing the property. Should defacing occur, it must be immediately cleaned up by the parents.
- Children are not permitted to play on buildings (including but not limited to roofs), trees or rock walls.

Violations: When violations occur, general fining procedures will be followed.

## 8. TRASH COLLECTION

- Thursday is trash collection day for Forrest Hill. Trash and recycle containers should not be put out earlier than Wednesday evening at 5PM and should be stored in secure containers with locking or weighted lids. Remove all empty trash and recycling containers promptly (same day) from common areas. These items, all trash containers must have you unit number clearly marked on the container and should be stored in your garage or storage area at all other times.
- Thursday is collection day for recyclables. Please use the blue recycling box and use it only for recyclable materials.
- Collection days may vary due to federal/state holidays. In the event a holiday falls on a weekday pickup will be delayed by one day
- There are a lot of animals in and around our complex that are attracted by food items in the trash. Plastic garbage bags are not permitted to be put out the evening prior to pickup. The animals easily rip the plastic open and scatter the contents, which will not be cleaned up by the collection workers. There should be no outside storage of accumulating refuse anywhere around the exterior of the units. Trash is permitted to be stored on a patio or deck (and only until the next scheduled collection day) if it is secured in a covered garbage can with a locking or weighted lid.

Violations: When violations occur, the general fining procedures will be followed.

## 9. LEASING YOUR UNIT

As of December 1<sup>st</sup>, 1993 the Board requires the minimum of a 12-month lease to prevent the frequent turnover of units. No month-to-month or verbal leases are permitted. The Landlord must notify the Board in writing at least 2 weeks prior to when their tenant vacates their unit. It is the Landlords responsibility to insure that any trash/furniture/debris left outside by the tenant is immediately disposed of. Failure to do so will result in daily fines and a chargeback fee to the Landlord should the Board have to remove the trash via our waste disposal contractor.

In addition to an annual lease, the unit owner must also secure a signed "Lease Addendum" to ensure that his or her tenant(s) are aware of their responsibilities when residing at Forrest Hill Condominium. *See copy of addendum on page 20.*

### Owner Responsibilities:

- 30 days advance written notice to the Board is required prior to leasing his/her unit.
- Filing a copy of the signed lease, together with a Leasing Addendum, with management within 15 days of lease signing.
- Failure to submit a Lease Addendum as outlined above will result in a fine of \$50 per month.

## 10.RESTRICTIONS: USE OF UNITS/HOME-BASED BUSINESSES

- In order to provide congenial occupancy of the Forrest Hill property, and for the protection of unit value, the use of the property shall be in accordance with the following provisions:
- The units shall be used only for residential purposes in accordance with proper zoning regulations of the Town of Penfield.
- Common elements shall be used only for the purposes for which they are reasonably suited and which are incident to the use of occupancy of the units.
- No nuisances shall be allowed on the property, nor shall any use or practice be allowed which is a source of annoyance to its residents or occupants or which interferes with the peaceful possession and proper use of the property by its occupants.
- Home-based businesses are allowed under the Town of Penfield zoning laws as long as they don't create any problems such as, but not limited to:
  - Increased traffic within the property
  - Excessive noise due to adult and/or child traffic
  - Added liability to Forrest Hill Condominium
  - Added signs advertising your business
  - Customers use of parking spaces

Violations: When violations occur, the general fining procedures will be followed.

## 11.SERVICE REQUESTS

If you experience a problem on the exterior of your association unit (with the exception of doors, windows, screens, hardware, garage doors, deck or patio) please bring it to the attention of the management company. If you see a maintenance problem on another part of the property, please proceed in the same fashion.



Sump Pumps - The Association is responsible for the operation, maintenance, and/or replacement of sump pumps. Should your unit have a sump pump, be sure to contact the management company when a problem arises. No matter what, NEVER unplug the pump. Your sump pump should be the only electrical unit plugged into the circuit.

## 12. REPAIRS/DAMAGE

All unit owners are liable for any and all damage to the common elements and the property of the Association, which shall be caused by said unit owner or such other person for whose conduct they are legally responsible (i.e., tenants).

All unit owners must promptly perform all maintenance and repair work to their own unit and limited common elements in their care, custody, or control. Unit owners must also make all such repairs to patio areas or decks to which they have direct access and private enjoyment.

### Repairs & Maintenance:

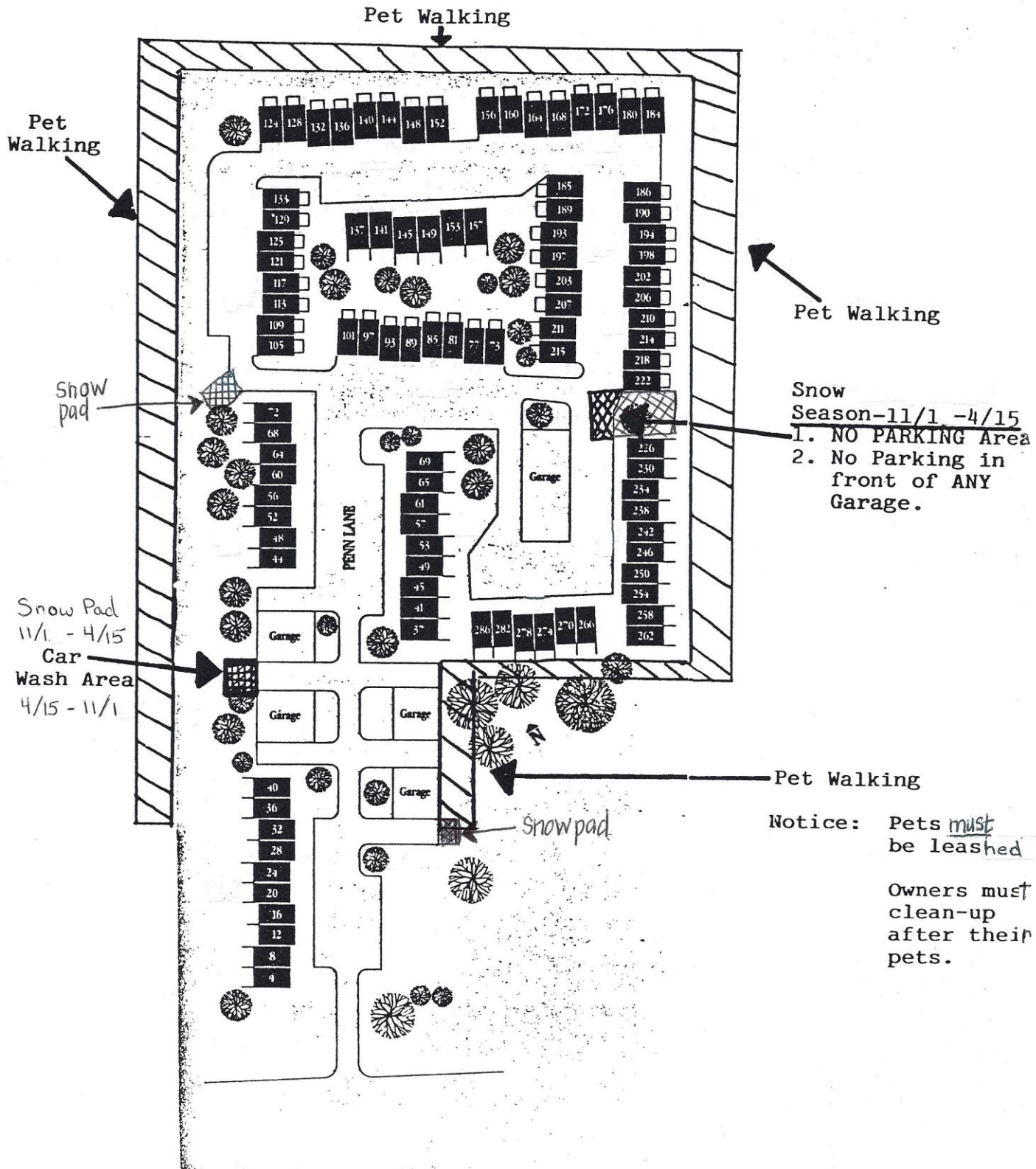
- The Association is responsible for all maintenance, repairs, and replacement to the common elements of the property including, but not limited to:
  - Exterior walls
  - Roofs
  - Roof members
  - Any pipes, wires, conduits and public utility lines located in the common elements, but serving one or more units.
- The Association shall repair all plumbing and electrical defects occurring in the common elements and shall have the right of access to any unit and to all portions of the common elements for the purpose of carrying out any of its obligations under the By-Laws or Declaration of the Association.
- The Association shall repair and replace any pipes, wires, conduits and public utility lines located underground or overhead of any limited common element, except where such repair or replacement is necessitated because of the misuse and/or neglect of the unit owner to whom the element is restricted in use.
- The homeowner is responsible for all maintenance, repairs and replacements to the units including, but not limited to the following:
  - Interior painting and decorating
  - Windows, including glass breakage and broken vapor seals
  - Doors
  - Window and door screens
  - Repairs to pipes, wires and conduits located in and servicing their unit.
  - All limited common elements shall be maintained and repaired by the unit owner to whom such elements are restricted in use.
- The Association will provide snow removal for the walkways, driveways and parking areas on the property during snow season (November 1<sup>st</sup> through April 15<sup>th</sup>).
- All repairs, painting and maintenance (whether made by the unit owner or by the Board/Management Company) to the doors, windows, or the exterior surface of any building, including roofs, or to any generally visible portion of the common elements, shall be carried out in such a manner so as to conform to the materials, style and color currently existing in the complex.

Violations:

- In the event that a unit owner fails to make any required repairs, maintenance or replacements to that owner's unit the Board reserves the right to:
  - Require compliance by the homeowner within a set time frame.
  - Institute fines in the event the homeowner does not comply within the time frame set by the Board.
  - In the event that imposed fines to the homeowner have not resolved the repair/damage issue in question, have repairs made by an approved contractor on behalf of the homeowner with subsequent invoices to be sent to and paid by said homeowner.
- In the event that a unit owner fails to make any maintenance or repairs which are necessary to protect any of the common elements or any unit other than that owner's, the Board reserves the right to:
  - Require compliance by the homeowner after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation.
  - Institute fines in the event the homeowner does not comply within the ten-day time frame set by the Board.
  - Have repairs made by an approved contractor on behalf of the homeowner with subsequent invoices to be sent to and paid by said homeowner.

# FORREST HILL

TOWNSHOME CONDOMINIUM



# FORREST HILL CONDOMINIUM

APPLICATION FOR APPROVAL OF ARCHITECTURAL CHANGE

1. Date \_\_\_\_\_
2. Unit Owner \_\_\_\_\_
3. Address \_\_\_\_\_ Phone \_\_\_\_\_ Work \_\_\_\_\_
4. Nature of proposed change \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Proposed Start Date \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_
6. Work to be performed by \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_
7. List of materials to be used (be specific) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Furnish one (1) drawing\* done to scale of plan.

Please forward this application to:

Crofton Perdue Associates λ 111 Marsh Road λ Pittsford, NY 14534

Doors, windows and satellite dishes will be reviewed and responded to within 5 days of **receipt** of form, all other requests will be addressed at the next scheduled board meeting for review and recommendations.  
\*If for door(s) or window (s) attach picture.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

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THIS SECTION TO BE COMPLETED BY THE ASSOCIATION/BOARD DESIGNEE

Date Application Received \_\_\_\_\_

The above application is \_\_\_\_\_ Approved subject to final inspection  
\_\_\_\_\_ Disapproved  
\_\_\_\_\_ Final Inspection Date \_\_\_\_\_

Project to be completed within 90 days of approval.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_

# LEASE ADDENDUM

LANDLORD

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_ Home  
Work  
Cell

Mailing Address: \_\_\_\_\_  
Street City Zip

Current Term of Lease (12-month minimum): \_\_\_\_\_ to \_\_\_\_\_  
Start date End date

TENANT(S)

\_\_\_\_\_ PENN LANE # of occupants \_\_\_\_\_ # of pets \_\_\_\_\_

Phone Number(s): \_\_\_\_\_ Home \_\_\_\_\_ Work \_\_\_\_\_ Cell

## FORREST HILL CONDOMINIUM

c/o Crofton Perdue Associates, Inc. \* 111 Marsh Road \* Pittsford, NY 14534

*30 days written notice must be submitted to the Board at the above address prior to leasing your unit.  
Submit this form to the Board within 15 days of lease signing. (Include a copy of the signed lease)*

The landlord and tenant agree to add the following provisions to the above-specified lease.  
These provisions shall remain throughout the term of said lease and any renewals thereof.

1. The landlord and tenant acknowledge that the leased premises are part of the Forrest Hill Condominium.
2. Landlord's right of lease and tenant's right to use and occupy the premises shall be subject and subordinate in all aspects to the provisions of the Declaration and By-Laws of the Association and the rules and regulations. Failure to comply with the provisions of the rules and regulations shall constitute a material breach of this lease.
3. In the event of a material breach of the lease as determined by the Board of Managers with written notification to the tenant and the landlord, the landlord shall take immediate steps to correct said breach. If after 21 days from receipt of said notice the breach has not been corrected as determined by the Board of Managers, then the landlord shall take immediate steps to evict the tenant from the premises. In the event the landlord fails to take action to evict the tenant, then the Board of Managers may take whatever action necessary to evict said tenant. Any costs incurred as a result of the Board's action, including but not limited to attorney's fees, shall be borne by the landlord. Failure of the landlord to pay such costs will result in a lien being placed against the subject unit.
4. This lease grants the tenant a leasehold estate in the premises for the lease term specified together with a license-granting tenant, for such lease term. Lessors have a right to use the common elements and common facilities of this association (excluding, without limitation, membership rights in the association) provided that each tenant, tenant's family member or guest, permittee, licensee, employees and agents exercise such license in accordance with the provisions of the Association Declaration and rules and regulations.
5. Landlord and tenant shall be jointly and severally liable for any damages directly or indirectly incurred by the Forrest Hill Condominium as a result of the noncompliance by the tenant and/or landlord with the provisions of the Declaration, rules and regulations or any other covenant of this lease.

LANDLORD:

\_\_\_\_\_  
Signature Print name Date

TENANT(S):

\_\_\_\_\_  
Signature Print name Date

\_\_\_\_\_  
Signature Print name Date

\_\_\_\_\_  
Signature Print name Date

**FORREST HILL CONDOMINIUM  
VEHICLE REGISTRATION**

RESIDENT'S NAME(s): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

1<sup>st</sup> VEHICLE: \_\_\_\_\_

1. MAKE OF VEHICLE: \_\_\_\_\_

2. MODEL & YEAR: \_\_\_\_\_

3. COLOR OF VEHICLE: \_\_\_\_\_

4. LICENSE PLATE #: \_\_\_\_\_

2<sup>nd</sup> VEHICLE: \_\_\_\_\_

1. MAKE OF VEHICLE: \_\_\_\_\_

2. MODEL & YEAR: \_\_\_\_\_

3. COLOR OF VEHICLE: \_\_\_\_\_

4. LICENSE PLATE #: \_\_\_\_\_

3<sup>rd</sup> VEHICLE: \_\_\_\_\_

1. MAKE OF VEHICLE: \_\_\_\_\_

2. MODEL & YEAR: \_\_\_\_\_

3. COLOR OF VEHICLE: \_\_\_\_\_

4. LICENSE PLATE #: \_\_\_\_\_

**Return by mail or Email to:  
Crofton Perdue Associates, Inc.  
111 Marsh Road, Suite 1  
Pittsford NY 14534**

**Email: [info@croftoninc.com](mailto:info@croftoninc.com)**



## EMERGENCY CONTACTS

NAME \_\_\_\_\_  OWN  
 RENT

FORREST HILL ADDRESS \_\_\_\_\_

Mailing address, if different from above \_\_\_\_\_

\_\_\_\_\_

Primary phone \_\_\_\_\_  Cell  Home

Work Phone \_\_\_\_\_

e-mail \_\_\_\_\_

Please send association mailings by email.  Share email address with neighbors.

**Resident #1**

**Resident #2**

**Resident #3**

Name \_\_\_\_\_

### IN AN EMERGENCY:

	Name	Phone #
Nearest relative	_____	_____
Secondary contact	_____	_____

Please return this form at your earliest convenience to:

**Crofton Perdue Associates, Inc.**  
111 Marsh Road  
Pittsford, New York 14534

FOR OFFICE USE ONLY: