

**REVISED
RULES AND REGULATIONS
ELMCREST HOMEOWNERS ASSOCIATION, INC.**

EFFECTIVE AS OF 05/01/2019

Rules and Regulations concerning the use of the dwelling units and Common Areas may be promulgated, from time to time, and amended by the Board. Copies of such Rules and Regulations shall be furnished to each homeowner prior to the effective date of the same.

These Rules and Regulations may be modified or amended by a vote of the majority (51% of owners) in number of all members cast in person or by proxy at the annual association meeting. However, no amendment that shall adversely affect the lien of any mortgage may be made without consent of the mortgagee so affected.

USE OF PROPERTY

1. No part of the Property shall be used for other than residential purposes and the common recreational purposes for which the Property was designed.
2. A Unit Owner, within fifteen (15) days of the mailing of a written request, shall provide the Association with the following Owner information:
 - Names of all Occupants;
 - Daytime (Work) and Evening Phone numbers of Occupants;

A fine in the sum of \$50.00 will be charged monthly until the Association is in receipt of all required information.

COMMON AREAS

3. There shall be no obstruction of the Common Areas, nor shall anything be stored in the Common Areas. Each Owner shall be obliged to maintain and keep in good order and repair his own Dwelling Unit in accordance with the provisions of the Declaration and/or By-Laws. Nothing shall be done in any Dwelling Unit nor in, on, nor to the Common Areas that will impair the structural integrity of any building, or which would structurally change any building. There are no storage areas in or on Elmcrest. Therefore, the storage of any objects is not permitted in or on any Common Areas.
4. Nothing shall be done or kept in any Dwelling Unit or driveway, or in the Common Areas, which will increase the rate of insurance of any of the Buildings, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Dwelling Unit or Garage, or in the Common Areas, which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be permitted in Common Areas.
5. Certain units on adjacent lots may have a common pathway in front of said units. The owners of such units shall have unobstructed easements for said owners, their families, guests, invitees and licensees for ingress and egress to and from said units.

6. Unit Owners/Tenants shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building. No signs, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, doors, roof, or any part thereof or exposed on or at any window or deck. Satellite dishes are not permitted on any roof and are regulated by a separate set of rules, regulations and procedures.
7. Written Board approval is required for an awning.
8. Proper window treatments are permitted to include curtains, interior shutters, blinds, and shades. No window treatments are permitted in garage windows.
9. No signs shall be affixed to the inside of any window, except one "For Sale" sign is permitted to be hung inside the center garage window pane within a single pane of glass and only to include House for Sale Information. "Open House" signs can be displayed on the day of the event only, and are limited in number to three (3), and can be no larger than two (2) feet by three (3) feet.
10. No commercial signs, posters or advertisements of any nature are permitted except for small alarm stickers reasonably placed inside any window, and a small alarm sign can be posted on or near the front door.
11. Owners shall not alter the color or appearance of the exterior of any buildings. The managing agent should be contacted for paint/siding/deck colors/finishes.
12. No noxious or offensive activity shall be carried on in any Dwelling Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners/Tenants or occupants.
13. No clothes, sheets, blankets, mats, laundry, or any kind of other articles (to include towels, bathing suits, etc.) shall be hung out of a Dwelling Unit (including decks, balconies) or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other materials or objects (lawn chairs, planters, etc.)
14. No industry, business, trade, occupation, or profession of any kind be it commercial, religious, educational, or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any Dwelling Unit be used or rented for transient, hotel, and motel purposes.
15. Units are designed for single family use only. No unit will consist of more than one family as per Town of Fishkill Code.
16. Nothing shall be altered or constructed in, nor removed from, the Common Areas, except upon written consent of the Board. Without Board approval, digging anywhere on Elmcrest is prohibited.
17. Each Unit Owner/Tenant shall keep his Dwelling Unit in good state of preservation and cleanliness and shall not sweep or throw nor permit to be swept or thrown therefrom, or from the doors, windows, or decks thereof, any dirt or other substances. Littering of any kind is prohibited at Elmcrest.
18. All radio, television or other electrical equipment of any kind or nature installed or used in each Dwelling Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and Public authorities having jurisdiction.

19. No Unit Owner, Tenant or occupant or any of their agents, servants, employees, licensees, or visitors may store or keep in his Dwelling Unit any flammable, combustible, or explosive fluid, material, chemical, or substance. Gas grilles with propane gas are permitted to be used and stored on the decks/patios only. CHARCOAL GRILLES ARE PROHIBITED.
20. Holiday decorations (Halloween, Christmas, Chanukah, etc.) including stands, brackets, incidental hardware and accessories, shall be displayed no earlier than one (1) month before the Holiday to no later than one (1) month after the Holiday.
21. No bird feeders are permitted in Elmcrest between **May 1 and October 31** of each year. This includes decks, walkways, gardens, trees and bushes. The only exception is that a humming bird liquid feeder is permitted.

GARAGES

22. Garages shall be used only for parking motor vehicles and storage of miscellaneous household materials (subject to the restrictions set forth in Paragraph 19).

SALE OR LEASE OF UNITS

23. In the event a Unit Owner rents his/her unit to a Tenant, it is the responsibility of the Unit Owner to provide the Tenant with a complete copy of the Elmcrest Rules and Regulations. Subsequent to renting his/her unit, the Unit Owner remains responsible for following the Elmcrest Rules and Regulations.
24. A Unit owner must, within fifteen (15) days of entering into a lease or rental agreement, provide the Association with the following Tenant information:
 - Names of Tenants;
 - Number of persons residing in unit;
 - Daytime (Work) and Evening Phone numbers of Tenant(s);
 - Motor vehicle's description and plate number; and a
 - Copy of the Lease

A filing fee in the sum of \$250.00 will be charged for each new Tenant rental. A filing fee in the sum of \$250.00 will be charged monthly until the Association is in receipt of all required information.

25. A Unit Owner may be fined, in accordance with the provisions of the Elmcrest Rules and Regulations, for the actions of his/her Tenant(s).

PETS AND ANIMALS

26. No livestock of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas. A maximum of two pets to include dogs, cats, or other household pets are permissible in each Dwelling Unit, provided that they are not kept, bred, or maintained for any commercial purpose.

27. No unleashed or unattended animal, including dogs and cats, shall be permitted upon the common areas unless carried in suitable containers. All animal waste must be picked up and disposed of immediately, otherwise the below fine will be charged. Any pet causing or creating a nuisance, unreasonable disturbance, or noise, in accordance with the Town of Fishkill ordinances, shall be permanently removed from the property. Subject to these restrictions upon three (3) days written notice from the Board, further animal violations will be enforced by the following fine schedule: \$150.00 first offense, \$300.00 second offense, thereafter removal of the animal from the property.

GARBAGE

28. Garbage must not be placed outside until 3:00 pm the night before pickup. If not compliant, a fine will be assessed. Empty garbage & recycling bins must be removed the same day as pickup. All garbage & recycling containers must be stored within the homeowner's unit. Garbage & recycling containers will be provided by ROYAL CARTING and are the only cans permitted for garbage collection.

RECREATION

29. Except in recreational or storage areas designated as such by the Board, there shall be no playing equipment or lounge furniture left on any part of the Common Areas. Common Areas include all roadways, cul de sacs, parking areas, walkways and grass areas. Use of town facilities is encouraged. Children's toys, lawn chairs or any other type of furniture or obstacles may not be placed on shared walkways or entrance paths to homes. No later than sundown each day all personal items, i.e., toys, lawn chairs, etc., must be removed from Common Areas.

30. No bicycle, skate boarding, roller skating, roller blading or scooter riding is permitted on any grass areas, walkways or paths. No golf, baseball, softball, football, hockey or basketball will be permitted anywhere on Elmcrest property.

PARENTS WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO PERSONAL OR COMMON PROPERTY DUE TO THEIR CHILDREN'S ACTIONS.

ROADS AND PARKING

31. A uniform speed limit of 15 MPH is in effect on the common roads and in the parking areas. Local law enforcement agencies will simultaneously enforce all stop signs and no parking signs.

32. Parking shall be permitted only in areas so designated. Vehicles that leak fluids are prohibited from Common Areas, driveways and all other areas on Elmcrest. Parking (including driveways) is for residents and their visiting guests only and is not to be used for any other purpose, e.g., storage of vehicles or unattached snow plows, maintenance, repair, etc.

33. No Unit Owner nor any other person residing at Elmcrest shall be permitted to park their vehicles or guest vehicles on the street, grass or along islands in cul-de-sacs at any time. Additional resident or guest parking is available at the pool. A TOWING POLICY IS IN EFFECT FOR ANY VIOLATION OF THIS RULE.

The towing company contact information is posted on the sign at the entrance to the complex.

34. Please be considerate in use of off-street parking in common parking areas due to limited parking spaces. Park your vehicles in your driveway and/or garage. Motor vehicles shall be parked perpendicular in driveways.

35. Unlicensed, unregistered, uninsured and uninspected motor vehicles cannot be parked on driveways nor in any common parking space and must be parked in your garage.

36. All-terrain vehicles, boats, trailers, campers, trucks over ½ ton, commercial vehicles, (other than vans and pickup trucks with no more than four wheels, having standard body, height and pickup bed) are prohibited anywhere at Elmcrest unless parked in Unit Owner's garage. Any vehicle which is used for commercial purposes or with commercial plates must be parked at the pool parking area.

37. No automotive repairs are permitted in the Common Areas or parking areas except for emergencies (e.g., stalled vehicles) nor should vehicles be left on jacks, blocks, or platforms in areas of Elmcrest including driveways. Spray painting of vehicles anywhere in Elmcrest is prohibited.

SNOW REMOVAL

38. It is the individual responsibility of all Unit Owners/Tenants to move their respective motor vehicles from the parking areas to allow the Contractor to remove snow from these areas. The Contractor is not required to remove snow from parking areas in which Unit Owners/Tenants have failed to timely move their motor vehicles.

39. The Association is not responsible for any damage to any personal and/or decorative items left outside on a homeowner's deck, garden or walkway at any time.

40. All unit front garden areas must have plantings, shrubs and/or flowers, and must be trimmed and maintained free of weeds.

SWIMMING POOL

41. Pool hours are 11:00 am – 7:00 pm (Sunday thru Friday), 10:00 A.M. – 8:00 P.M. (Saturday)

- Pool capacity is fifty-three (53) persons at any one time.

- No admittance to pool area without lifeguard on duty.
- Lifeguard has full authority to enforce safety and procedural rules and suspend any resident's pool privileges for non-compliance.
- Lifeguard has sole discretionary authority to temporarily close the pool due to weather conditions or emergency situations.
- Residents and their guests must identify themselves to the lifeguard upon entering the pool area with pool passes and must sign the registration sheet for themselves and their guests. Those who do not will be denied admission to the facility.
- There will be a charge to replace lost pool passes.
- A resident must accompany all guests. The resident is responsible for the conduct of his/her guests at all times. All guests are expected to comply with the swimming pool regulations.
- All children under sixteen (16) years of age must be supervised by an adult over eighteen (18) years of age, other than the lifeguard.
- NO DIVING INTO THE SWIMMING POOL IS PERMITTED
- No animals are allowed in the pool area.
- No food or beverages are permitted within four (4) feet of the pool. Residents and guests using the pool area are responsible for any litter they create and for disposing of such litter properly.
- Glass containers are not allowed in the pool area.
- No alcoholic beverages.
- No smoking.
- Horseplay, running, jumping and disruptive activities are not permitted in the pool area.
- Music, radios, stereos are permitted only with the use of head phone.
- All persons must shower before entering pool.
- Any person with a skin disease, sore or inflamed eyes, nasal or ear discharge or any communicable disease is not permitted in the pool.
- An emergency phone is located in the pool area to be used by the lifeguard.
- No infants without proper diaper and water resistant pants are allowed in pool.
- Pump station, pump room, electric room, and back rooms are off-limits to all residents.

NO OWNER AND/OR TENANT WILL BE ALLOWED TO ENTER THE POOL AREA OR TO USE THE POOL IF THE HOMEOWNER'S ACCOUNT IS NOT CURRENT. FINES WILL BE ASSESSED FOR NON-COMPLIANCE.

FINES

42. The Board of Directors has the responsibility for the enforcement of the Rules and Regulations. Violations of the Rules and Regulations will result in a warning letter being issued upon a first offense or category. If not corrected within thirty (30) days from date of letter and/or failure to comply, will result in fines being assessed to the account of the Unit Owner or to the account of a Non-Resident Unit Owner at the rate of \$100.00 a month except as otherwise specified in the Rules and Regulations.

43. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association may also deny the use of recreational facilities to any member who is in default in the payment of any assessment. The expense of enforcement by the Association shall be chargeable to the owner of the lot violating these covenants and restrictions and shall constitute a lien on the lot, collectible in the same manner as assessments hereunder.