



## **North Side Homeowners Association**

P.O. Box 1243 • Hopewell Jct., NY 12533

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**300 Single Family Attached Houses / 37 Buildings on 35.934 Acres**  
**1 Full Size Basketball Court**  
**1 Playground**

North Side is a Planned Unit Development (PUD), not a condominium. Title to your home is held “fee simple”. Owners own their home in its entirety (roof, siding, all windows and doors, exterior lights, doorbell, water spigots, electrical outlets, foundation etc.) as well as the land underneath the foundation (the “footprint”). In the interest of keeping the uniform look of the property, your deed restriction gives the Association responsibility for the maintenance, upkeep and repair of your roof and exterior siding only.

All 300 houses will be re-sided in cement board siding. This includes the installation of new exterior light fixtures (two in the back and one in the front), a new doorbell, a flagpole mounting bracket and a new house number plaque. Once installed, owners will be responsible for the maintenance, upkeep, repair and replacement of each of these new items. This project began in 2019 and will continue in phases over several years. Once the new siding has been installed on a house, nothing can be affixed to it, e.g. nailed, screwed, tacked, bolted, glued, taped, etc. without express written permission from the Board of Directors. All modifications and installations to the exterior of a house such as penetrations to the siding or roof must have prior approval from the Board of Directors. Owners will be held responsible for any damage done to the new siding and trim and the cost to repair or replace them.

The property consists of two separate elements:

### **COMMON PROPERTY**

These elements are shared by all owners and include almost everything outside your home, i.e. lawn areas, roadways, dumpster sites, retaining walls, pond system, recreational facilities. Such areas are for the common use and enjoyment of all residents and are owned and controlled by the Association.

## **RESTRICTED COMMON PROPERTY**

These include your front steps, back deck, patio, front lawn area and 2 assigned parking spaces. Although these are Common Elements, they are limited to your specific use. Restricted common property is still owned and controlled by the Association.

Common and restricted common property are treated the same and subject to all pertinent rules and regulations except that owners are responsible for maintaining their restricted common property. Generally, anything that services your home only is your responsibility to maintain and repair (water, electrical, cable TV, phone, plumbing etc.). The only item inside your home that the Association is responsible for is the main sewer line pipe, which runs through your basement and services more than one home.

## **THE ASSOCIATIONS**

Chelsea Cove Homeowners Association, LTD. (CCHOA) is the Master Association for the entire Chelsea Cove Homes on Sylvan Lake community (both the North and South sides of the community). North Side HOA, INC. (NSHOA) is the Sub-Association for the North Side property only. Membership in both Associations is mandatory, as outlined in the By-laws. CCHOA is responsible for the management of the private beach area, multi-sport courts, one playground adjacent to Miller Road, the pond system on the North Side, the storm drain system throughout the community and three main roadways; two on the South Side and the main drive (the "lollipop") on the North Side.

## **THE BOARD OF DIRECTORS**

NSHOA is governed by the Board of Directors, which consists of seven duly elected members. The Board members are volunteers and are not compensated. Elections are held at the NSHOA Annual Meeting of the Association members. CCHOA is also governed by a volunteer Board of Directors consisting of appointed/elected members from each of the four Sub-Associations. NSHOA elects three members to serve on the Master Board at their annual meeting. All deeded homeowners are eligible to serve on either of the Boards provided they are not delinquent in their payment of all fees due either Association.

## **COMMUNICATION WITH THE BOARD**

If you wish to communicate a request, concern or complaint to the Board of Directors you must do so in writing and send it to the Management Company. Correspondence can only be taken from owners of record; tenants must communicate through their landlord. The Board meets once each month to conduct Association business and reviews all correspondence at that time. Complaints regarding another homeowner are kept in confidence; respondents will not be given any information as to the source of the complaint.

The Association communicates with all owners and residents via email, so it is important to provide the Managing Agent with your current email address. Monthly statements of account are the only thing sent via USPS. All other correspondence and notices are sent via email.

### **COMMITTEES**

The Board of Directors may appoint residents to serve on committees as are deemed necessary for the performance of specific functions. The Board President will appoint a member of the Board of Directors to act as a liaison to the committee. It should be remembered that all committees and the Board of Directors of North Side HOA are comprised of residents who are volunteering their time and efforts without compensation to serve your community. Homeowners are encouraged to participate in running the Association and your community. The value of your home is directly affected by the quality of the operation of the Association, maintenance of the grounds and buildings and the quality of life created by all residents.

### **MEMBERSHIP AND VOTING RIGHTS**

Ownership of a home on Chelsea Cove Drive North constitutes membership in the NSHOA and the CCHOA. Membership in both Associations is not optional, it is mandatory. Each home is entitled to one vote at all Association elections. The rights of membership are subject to compliance with the rules, regulations and restrictions established by the NSHOA Board of Directors. A member may have their membership suspended, after notice and a hearing, for violation of any rule, regulation or restriction.

### **TYPES OF RESIDENTS**

#### **RESIDENT OWNER**

A resident owner is the owner of record of a home and the permanent resident of that home. A visiting member of the family is not considered a resident and is subject to all rules applicable to guests. Resident owners are responsible for the conduct and actions of their guests while on the property.

#### **NON-RESIDENT OWNER**

A non-resident owner is the owner of record of a home that does not reside in that home. A non-resident owner may serve on the Board of Directors or any committees and retains their voting privileges at elections, but they cannot use any of the recreational amenities or parking spaces on the property. Non-resident owners are responsible for the conduct and actions of the resident tenant and their guests and should actively see to it that their tenants are courteous neighbors and abide by the rules of the Associations. Non-resident

owners are ultimately responsible for notifying their tenants and guests of all rules and regulations, updates and changes, correcting any violations and payment of all monies due the Association.

### **RESIDENT TENANT**

A resident tenant is a registered tenant in a home and as such is entitled to the use of all the Association's amenities. Resident tenants cannot serve on the Board of Directors but may serve on a committee. Resident tenants are responsible for complying with all rules, regulations and restrictions of the Associations.

### **RENTAL, RESALE, ACCESS & RESTRICTIONS**

#### **RENTAL**

The NSHOA By-Laws provide that homes may not be leased or rented for less than three consecutive months. Transient tenants cannot be accommodated. A home cannot be leased or rented to more than three individuals who are not related by marriage, blood, adoption or foster placement. The homeowner is obligated to advise the Association when a home is rented and must provide a tenant registration form and a copy of the lease to the Managing Agent within thirty days of the start of the lease. Tenant information must be kept current. It is the responsibility of the homeowner to inform their tenants of the NSHOA rules, regulations and restrictions and their obligation to abide by them. Homeowners are responsible for their tenant's violations and fines that may be imposed for such, as well as remedying any damage and/or correcting any violation.

#### **RESALE**

It is the obligation of the homeowner to notify both NSHOA and CCHOA of the pending sale of their home. Copies of signed contracts along with payment of the appropriate administrative fee must be submitted at least two weeks prior to the closing date in order to receive the required Closing Packages. NSHOA has the right to exercise their Right of First Refusal within fourteen days of receiving the written offer to purchase. All unpaid charges due to NSHOA must be paid prior to the transfer of title. Any sale in violation of this process shall be voidable at the election of the Board of Directors.

#### **ACCESS TO HOMES**

The Board of Directors, Managing Agent or authorized Contractor or workman has access to all homes as may be necessary for the maintenance, repair or replacement of the main sewer line or to inspect, control or exterminate vermin, insects or pests that may be affecting more than one home in order to prevent damage to any property. Prior notice will be given to the owner or resident whenever possible.

## **RESTRICTION ON USE OF HOMES**

No industry, business, trade, occupation or profession of any kind, except professional use in accordance with the applicable local zoning laws, can be conducted, maintained or permitted on any part of the property without prior written authorization from the Board of Directors. The common areas can only be used for services and facilities related to the community.

## **MONTHLY COMMON CHARGES**

The Board of Directors fixes the Association's annual budget, a copy of which is sent to all owners in December of each year. Common charges are due on the first of each month and are considered late if not received by the 15<sup>th</sup> of the month. Applicable late charges are applied each month that a balance is due on your account. Statements are mailed to all owners with a balance due the Association after the 15<sup>th</sup> of each month.

## **NON-PAYMENT OF CHARGES BILLED**

In the event of a homeowner's failure to pay any monthly common charge, assessment, late fee, work order charge, fine or any other charge assessed to their account, the homeowner is obligated to pay all of the expenses incurred by NSHOA in attempting to collect monies due the Association. This includes attorney's fees and disbursements. The Association may pursue accounts in arrears through collection action including filing liens, suspending membership privileges, obtaining judgments and foreclosure.

## **INSURANCE**

NSHOA maintains catastrophic common fire and casualty insurance coverage for all homes and common areas as well as public liability insurance coverage for the common area. Each homeowner must maintain, at their own cost, fire and casualty insurance coverage for their home contents, replacements, additions, upgrades and improvements. Losses that occur inside your house that do not effect the exterior must be covered by the homeowner's individual policy. Homeowners must also maintain their own liability insurance coverage for occurrences within their home or on restricted common areas. Nothing should be done or kept in a home or in the common areas, which will increase the rate of insurance of the building or result in the cancellation of insurance of that home or any building.

# GENERAL INFORMATION

## QUALITY OF LIFE ISSUES

Quiet hours are in effect after 9 pm. Particular attention should be paid to minimize noise levels between the hours of 10 pm and 8 am. Construction, refurbishing or nonemergency repairs, which may disturb other residents, should not be performed before 8 am and after 8 pm. Because of the proximity of the homes and each other, consideration for your neighbors is critical to maintain peaceful community living. Nuisances or annoyances that might interfere with the rights, comforts or conveniences of other residents are discouraged. Immoral, offensive or unlawful use of the property is not allowed. No unreasonable disturbances should be caused at any time.

## SAFETY ISSUES

### CHILDREN'S POOLS

Children's wading pools are permitted for use during the summer months provided they are emptied of all water immediately after each use. They must be safely stored on your rear deck each night and can never be left in front of your home, on your patio or on any lawn area.

### DRYER VENTS

Owners are responsible for the maintenance and repair of their dryer vents, both interior and exterior. Vents should be cleaned and inspected at least once per year. New vent installations must be approved by the Board of Directors. New exterior vents can be installed through the foundation but cannot penetrate the cement board siding.

### FUEL STORAGE

At no time should any flammable, combustible or explosive fluid, material, chemical or other substance be brought into or kept in any home or the common areas. This restriction does not apply to wood pellet fuel or kindling and wood used in fireplaces. All fireplace and stove fuel (wood, pellets, coal, rice etc.) must be stored properly and neatly, either inside your home or on your back cement patio, not on your rear wood deck or in front of your home. Fuel may be stored on your patio from September 1<sup>st</sup> through April 30<sup>th</sup> only.

## **KEROSENE HEATERS, FIRE PITS, CHIMINEAS & CHARCOAL GRILLS**

Because of the risk of fire, kerosene heaters, fire pits, chimineas and charcoal grills cannot be used anywhere inside or outside of your house.

## **PELLET STOVES**

Pellet stoves can be installed provided you receive prior written approval from the Board and a building permit from the Town of Beekman. You must contact the Management Company to obtain the required request and approval form. Once installed, you must provide proof (copy of the bill) of annual cleaning to the Management Company each year. Self-cleaning of pellet stoves is permitted provided you submit the certification form which can be found on the community website or requested from the Management Company.

## **SOLICITATION**

Soliciting on the North Side property is prohibited. You may not advertise or solicit by way of signs, flyers, handouts etc. on homes, cars, mailboxes or on any of the common areas. This includes "For Sale" or "For Rent" signs in windows as well as Security Company signs in lawn areas. An exception is made for vehicles offered for sale. A non-illuminated professional shingle, not larger than 12" x 12" is permitted for authorized professional use. Only the Management Company is permitted to deliver notices door-to-door to communicate necessary information to the residents.

## **WOOD BURNING STOVES, FIREPLACES & COAL STOVES**

Wood burning stoves, fireplaces and coal stoves cannot be installed in any house in the North Side community. Those that were properly and legally installed prior to January 1, 2021 are grandfathered in but cannot be replaced once removed from the house. Proof of annual cleaning by a professional must be submitted to the Management Company.

## **SECURITY ISSUES**

Loitering is always discouraged and is prohibited after 9 pm. All residents are obligated to abide by directives from any police agency patrolling the neighborhood as well as any private patrol officer hired by the Association. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction of the property must be adhered to.

## **CHILDREN & RECREATION AREAS**

All children under the age of 8 must always be under the close and direct supervision of an adult guardian age 18 or older while playing in the common areas. Ball playing of any

kind (baseball, softball, football, soccer, hockey etc.) as well as portable basketball hoops is prohibited on the North Side property. Climbing of trees, swinging from branches etc. is absolutely prohibited. The North Side play areas (playground and basketball court) are open from dawn until dusk.

### **ALTERATIONS TO HOMES OR COMMON AREAS**

You may not make any structural modifications or alterations that would impair the structural soundness of your home, the building or any common areas. Owners are not permitted to alter in any way the exterior siding, roof, front steps, landings and retaining walls, rear deck or patio. Once a building has been re-sided with the new cement board siding, **nothing** can be affixed to the siding or trim boards with a nail, tack, screw, bolt, tape, etc. If the cement board siding, trim, PVC trim or roof system are damaged as a result of the actions of an owner, resident, tenant or guest, the owner will bear the cost of the repair or replacement as needed. The common areas and the improvements therein cannot be altered, obstructed, littered, defaced, marred or misused. Nothing can be constructed in or on the property, nor anything removed without prior written approval from the Board of Directors.

### **AIR CONDITIONERS**

Your home was built with three wall air conditioner sleeves: one each in the living room, master bedroom and the second bedroom. If you wish to install a fourth sleeve in the third bedroom, it can be done provided you obtain prior written Board approval. You must contact the Management Company to obtain the required request and approval form. It must be placed in the same location (to the left side of the window when inside your home) at the same distance from the window and at the same height (mirror image). Air conditioners can never be put in any window of your home. Unwanted units must be taken off the property for proper disposal and can never be placed in the community dumpsters. Please refer to the section regarding trash for further details.

### **AWNINGS**

Awnings can only be installed over rear decks and cannot be installed over windows, front doors or patios. You must contact the Management Company for the request and approval form and obtain prior written approval from the Board.

### **CABLE TV & SATELLITE DISHES**

All homes are pre-wired for cable TV. It is the owner's responsibility to contact the cable provider with any issues regarding wiring and service. At no time can any type of antenna be affixed to or placed on the exterior walls, doors, roof, window, rear deck, patio or front steps of any home, or anywhere on the common property.



Installation of a satellite dish requires prior written approval from the Board of Directors. You must contact the Management Company to obtain the required request and approval form.

### **DAMAGE TO PROPERTY**

Owners will be held liable for all damage to the exterior of their home or to the common and restricted common area that is caused by the owner, their tenant or guest.

### **LIGHT FIXTURES**

Owners are responsible for the maintenance, repair and replacement of all three exterior light fixtures. Replacement fixtures must be approved by the Board of Directors. The Association is responsible for all street lighting and several post lights around the community. If your post light is out, please contact the Management Company to take care of it.

### **MAIN SEWER LINE**

Many homeowners choose to install a washer and dryer in their basement. To do so you must cut into the main sewer line for the washer's extraction hose. If you choose to do this, you must have a licensed plumber do the work and they must install a check valve. The purpose of the check valve is to eliminate any problems if the main sewer line clogs and backs up. Without a check valve, you could have raw sewage in your washing machine and basement should there be a sewer main back up. To keep the main clear, caution should be used when flushing anything down your toilet, sinks or tubs. Cat litter, grease, paper towels and "flushable" wipes etc. will quickly clog the lines in your own plumbing as well as the main. Once you have cut into the main sewer line, any problems, leaks, etc. caused by the installation will be the owner's responsibility. The Association is only responsible for the main line; not any of the off shoots that lead to your own plumbing lines. If there is a leak in the main line you must contact the Management Company immediately so that they can schedule the repair.

### **PATIOS**

Owners are permitted to install natural wood lattice (no fencing) on the sides of their patios only, below the back deck, in accordance with the Town of Beekman regulations. Once constructed, all maintenance and repair are the responsibility of the owner. Should the lattice fall into a state of disrepair and become unsightly, you will be notified of the need to take care of it at your expense. Should the necessary repairs not be done in a timely fashion, the Board of Directors reserves the right to have the structure removed, at your expense, without any further notice.

Prior to installation, a proposal must be submitted to the board of directors for approval. The proposal would need to be in sufficient detail to demonstrate that the above specifications are met. If any installations/alterations are to be performed by a licensed/insured contractor, you must provide a copy of the contractor's certificate of liability and workmen's compensation insurance. Should the association be required to perform necessary repairs and/or replacements to the patio or existing deck, it will be your responsibility to remove any lattice at your expense.

### **SECURITY CAMERA POLICY**

Board approval is required before installing a security camera on your house. Installation and placement must be done in accordance with local laws. No cameras or devices can be affixed to the new cement board siding or trim without prior written approval from the Board. Video doorbells are allowed on the original T-111 siding but attaching one to the cement board siding requires written Board approval.

### **WINDOWS & DOORS**

Owners are responsible for the replacement of their windows and doors. Prior written approval must be obtained from the Board before applying for the required building permit from the Town of Beekman. Contact the Management Company for the request and approval form. New windows and sliding doors must be installed as 'new construction' not 'replacement'. They must be the same size, style and color as the original ones and brown on the exterior. Storm doors and front entry doors may be replaced with any style you prefer provided the exterior is brown. Contact the Management Company for the exact color of brown paint to be used. Owners are not permitted to put plastic on the outside of any window or door for insulation purposes.

### **EXTERIOR APPEARANCE OF HOMES**

All owners must keep their home and restricted common areas in a reasonably good state of repair and cleanliness. The outside appearance of your home reflects on the entire community. Your efforts to keep your home looking clean and neat at all times directly affects your neighbors and your property values.

The North Side HOA Board of Directors reserves the right to decide whether the exterior appearance of your home and restricted common property is acceptable and in keeping with the look of the rest of the community.

### **EXTERIOR DECORATIONS**

Once the new cement board siding has been installed on a building, nothing can be hung or displayed on the outside of windows, doors, exterior walls or the roof.

## **FLAGS, BANNERS, SIGNS**

As each building is re-sided in cement board, a mounting bracket for a flag will be installed on each house. One flag may be flown from this bracket on the front of the house. Your flag can be no larger than 3' x 5'. No flag, sign or banner can be displayed on the back deck.

## **HOLIDAY DECORATIONS**

Holiday decorations are permitted to be displayed 30 days prior to the holiday and must be removed within 10 days after the respective holiday. Decoration of trees and shrubbery will be permitted for Halloween and the holiday season from Thanksgiving through the New Year only. No decorations or lights can be affixed or hung on the new cement board siding or trim.

## **HOSES**

Garden hoses should be coiled up and stored out of sight when not in use or stored in a concealed container such as a hose box. Hose hangers can never be affixed to the new cement board siding.

## **OUTDOOR FURNITURE**

Outdoor furniture may be kept on your rear deck or patio and can never be left in any lawn area. Doing so kills the grass, impedes lawn maintenance work and increases the risk of damage to your personal property.

## **STORAGE**

Children's toys, bikes, scooters, strollers, etc. should be stored inside your home or arranged neatly on your back deck or patio. These items should never be left in front of your home or anywhere on the common property. Patios and decks cannot be used as storage areas for any other items, except for fuel storage between September 1<sup>st</sup> and April 30<sup>th</sup>.

## **WOOD FRONT STEPS & REAR DECKS**

The Association is responsible for the repair of your wood front steps and rear decks. Owners are responsible for power washing and staining their wood front steps and back decks. You must use the product approved by the Association. Contact the Managing Agent for product details.

## **ANIMAL CONTROL**

Dogs must always be kept on a leash and are not allowed to run free on the property. They may not be tied outside on common property or left unattended on decks, patios or in the front of any home. Every effort should be taken to ensure that your dog does not habitually bark and cry so as to disturb the public peace. No animals are allowed in any of the recreational areas.

Walking a dog to relieve itself on any roadway, parking area or lawn area in the immediate front or rear of any home is prohibited. Dogs should be walked on the perimeter of the property near the woods. Pet droppings must be picked up immediately and disposed of properly in a dumpster container. Disposing of droppings down a storm drain or in any small trashcan on the property is not permitted. An exception is made for outdoor domestic house cats which are not required to be leashed or picked up after.

No animals or reptiles of any kind can be raised, bred or kept in a home or in the common areas for any commercial purpose. Cages, crates, doghouses etc. may not be kept anywhere outside your home.

Wildlife such as Canada Geese, ducks, birds, swans, squirrels, etc. should not be fed anywhere on the property. It will attract other rodents and vermin to the community. Bird feeders are also not permitted.

## **EXTERMINATING**

The association is responsible for removing hives, nests, vermin, insects, pests, etc. from the common property. All such occurrences in or on any house or restricted common property are the owner's responsibility.

## **LANDSCAPING & LAWN CARE**

The Association is responsible for lawn, tree and shrub maintenance on the common property. Owners are responsible for reseeding their front lawns when needed. Nothing should be placed anywhere in the lawn areas that will impede lawn maintenance. Owners are not permitted to plant anything on the property without prior approval from the Board of Directors, except as noted below. Fruit and vegetable plants are never permitted on the property.

Owners wishing to plant flower gardens may do so under the following conditions:

- Flower boxes may be placed in the front of your home in the ground under your kitchen window and cannot be attached to the building. For homes without the ability to plant under the window, you may place your flower box adjacent to your front landing. Please do not impede the ability of the landscaper to perform required lawn maintenance.

- Displays are limited to flowers and small shrubs. You may not plant trees, fruits or vegetables.
- You must use the same color mulch as is used in the rest of the beds on the property.
- Once the box is installed, it becomes the owner's responsibility to maintain it and the plantings.
- After proper notification, the Association has the right to remove the box, at the owner's expense, if it falls into a state of disrepair.
- Rear flower boxes, to the sides of your patio, can be constructed provided they do not extend out past your patio. They cannot be permanently attached to the foundation, patio or the deck supports. All the above conditions also apply to rear flower boxes.

### MAILBOXES

The Association is responsible for the maintenance and repair of the mailboxes but not the locks and keys. You must contact a locksmith if you need a new lock and/or keys for your mailbox.

### SNOW REMOVAL

To keep the roadways and parking areas clear of snow and ice, we need the cooperation of all residents. All vehicles must be moved to facilitate snow removal in roadways and parking spaces. Residents should make arrangements to have someone move their vehicles if they are unable to do so themselves. Specific snow regulations and procedures will be provided to all owners and residents each November. Any vehicle impeding the snow removal process can be towed from the property at the owner's expense in addition to receiving a fine for the violation.

### TRASH

The community has eight dumpster sites throughout the property. Trash is picked up four times per week. These dumpsters are exclusively for resident's use and are for household trash only. All cardboard boxes must be flattened, cut up and placed inside the dumpster container. Garbage should **never** be left outside the container, on the ground or on top of the dumpster. If the container is already full you must go to one of the other dumpster sites on the property or hold your trash until the container is emptied. All trash should be bagged and tied before depositing it into the container. Dumpster doors must be closed after disposal of garbage.

Each dumpster site also has recycling bins. Please follow all local recycling rules and guidelines and do not put plastic bags in any of the recyclable bins.

Large bulk items such as furniture, appliances, old carpet, cabinets, wooden pallets from pellet deliveries, construction debris and the like can **never** be placed inside the regular dumpster containers or left beside them. Residents must dispose of these types of items

at their own expense. Anyone caught dumping items on the property will receive an immediate fine and will be charged for the cost of removal.

The following items can **never** be disposed of on the property in the regular trash containers or the roll-off bulk container: anything containing **freon (refrigerators, air conditioners, freezers, dehumidifiers, etc.)**, **liquid waste (paint, oil, etc.)**, **anything containing mercury (computer monitors)**, **televisions, electronic waste and tires**. Residents must arrange for the proper disposal of these items off the property at their own expense. Violations of this regulation will result in an immediate fine as well as an additional charge for the cost of removal from the property.

The Association may periodically bring in a large roll-off container for residents to dispose of their bulk items. If you choose to make use of this service, you must follow the following rules:

- Items cannot be left outside your home, front or back, while waiting for the container to arrive.
- Once the container arrives on the property, you must place your trash directly inside it. Do not leave anything on the ground outside the container.

The common property should be kept free and clear of trash, garbage, rubbish, debris and other unsightly materials at all times. You may not keep garbage cans outside your home on your restricted common property or anywhere on common property. If you are disposing of something that you think may be useful to someone else, then please by all means, donate it to Goodwill instead of leaving it displayed outside the dumpster container.

### **VEHICLES, TRAFFIC & PARKING**

All vehicles operated and parked within the confines of the North Side property must be in operating condition, have current plates and registration. As well, vehicles must be kept in reasonable physical condition as determined by the Board of Directors. Vehicles with missing or severely damaged body panels, structural members, glass etc. may not be kept on North Side Property.

Any vehicle used to store or house unsightly equipment, debris or garbage may not be kept on North Side property. For example: a pick-up truck or other vehicle that is used to store inappropriate cargo like construction debris in plain sight, either in the open or visible through the window(s).

Any vehicle that sustains disfiguring damage severe enough to render it unable to pass NYSDMV Inspection must be repaired within thirty (30) days of such damage. The Board may, at their sole discretion, extend this time frame an additional thirty (30) days if

circumstances dictate, but only after submission by the vehicle owner of proof of claim with an appropriate Insurance Carrier and an official Accident Report. Under no circumstances may any severely damaged vehicle be parked or stored on North Side property outside these time frames.

Any properly plated and registered vehicle displaying an NSHOA Parking Permit may be stored under a car cover designed for that vehicle. Tarps, sheets, blankets, etc. are unsightly and are not permitted. Note that covering ineligible vehicles for the purpose of hiding crash damage or missing structural parts is not permitted. The HOA retains the right to lift, disturb, or remove and reinstall approved covers as necessary for the purpose of checking current NYS DMV registration and/or NSHOA Parking Permits.

The parking areas cannot be used for any purpose other than to park passenger motor vehicles and motorcycles. Motorcycles must have a protective barrier under the kick stand to prevent damage to the asphalt surface. No vehicle with external commercial equipment (ladder racks, tool compartments, snowplows, etc.) and/or commercial advertising or signage, whether it has passenger or commercial plates, will be permitted to park on the property. The intention is to protect the residential character of the property from overtly commercial interests. Under no circumstances will boats, campers, trailers, buses, RV's, ATV's or snowmobiles be permitted to park on North Side property. Operating or parking any motorized vehicle or trailer on any lawn area for any reason is strictly prohibited.

### **COMMERCIAL VEHICLES**

Pick-up trucks and vans with commercial plates that: a) do not have external equipment, b) do not have commercial advertising or lettering and c) do not exceed 220" in length, will have NSHOA parking permits assigned to them. All other vehicles with commercial plates or passenger vehicles that do not follow these requirements are ineligible to receive a NSHOA parking permit.

### **MAINTENANCE**

No major maintenance may be performed on any vehicle while on the property except for emergency repairs to the extent necessary. No oil or other fluid changes are permitted. Vehicles in unsafe or non-drivable condition, including but not limited to flat tires, leaking oil, gasoline or any other fluid may not be parked anywhere on the property.

### **PARKING**

Each home has two assigned parking spaces. Additional vehicles may be parked in a non-designated "overflow" parking area on a first come first served basis. Residents should not leave their assigned space vacant by parking in a non-assigned space. Double parking (perpendicular to cars parked in assigned spaces) is prohibited. Areas designated

as "No Parking" are identified by painted yellow curbing and in some cases are posted with signs. These areas include parking in front of dumpster sites, mailboxes, fire hydrants, walkways and sections of roadways that would impede traffic flow if parking were permitted. Any vehicle parked in a "No Parking" area is subject to towing off the property at the owner's expense. Residents are responsible for guiding their guests to an appropriate parking space. Parking privileges can be suspended for non-payment of common charges.

No vehicle may be parked outside of an assigned parking space for more than three days. The intent is to prohibit storing unused cars in a guest or overflow area for days or weeks on end. Vehicles that are not driven daily must be parked in an assigned parking space and not left in an unassigned area

### **REGISTRATION**

All vehicles parked on the property on a regular basis must display a valid NSHOA parking permit. Registration information (year, make, model and plate #) must be kept current with the Management Company. A fine of \$25.00 per month will be assessed against an owner's common charge account for any vehicle parked on the property that does not display a parking permit. Should the Board of Directors deem a vehicle unfit for storage on the Property, notice will be sent via the Property Manager to the registrant by Certified US Mail, and notice affixed to the vehicle driver window, that its NSHOA Parking Permit, if previously issued, is declared null and void. As such, it will be subject to towing off the Property at the owner's expense and without other warning. Any vehicle that either through use or description does not conform to these Rules may have its assigned Parking Permit revoked.

### **SPEED LIMIT**

The community speed limit is 15 mph. Please use caution and obey all traffic signs as you drive through the community. All motor vehicles must be operated in accordance with New York State Motor Vehicle Laws.

### **COMPLIANCE**

In the event of any claimed violation of the rules and regulations the Board of Directors shall first give notice thereof to the homeowner with a reasonable time to correct and remedy said violation. Upon failure of the homeowner to eliminate the violation within the time specified, the Board of Directors may take such steps and measures as are necessary to cause the elimination of the violation. Any expense incurred by the Association to enforce compliance with these rules and regulations, or any others hereinafter adopted, shall be the cost and responsibility of the homeowner and shall be charged to that home. Such charges are collectible in the same manner as any other common charge assessment.



Any consent or approval given under the rules and regulations may be added to, amended or repealed at any time by a vote of the Board of Directors.

### **ABATEMENT AND ENJOINMENT OF VIOLATIONS BY HOMEOWNERS**

The violation of any rule or regulation adopted by the NSHOA Board of Directors, or the breach of any By-Law or provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in the By-Laws: (a) to enter the home in which the violation or breach exists and to summarily abate and remove, at the expense of the defaulting homeowner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or (b) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any such breach.

### **VIOLATIONS & APPEAL PROCESS**

Complaints regarding an alleged violation of these Rules and Regulations must be made in writing to the Board of Directors detailing the nature of the complaint, date, time and place of alleged violation and any other pertinent information. Your letter must include your name and address and must be signed. Confidentiality is guaranteed.

Violations of any of these Rules and Regulations may result in the imposition of penalties imposed by the Board of Directors as such:

1st occurrence – Warning letter\*/\*\*/\*\*

2nd occurrence or item of the same or related description - \$25.00 fine

3rd occurrence or item of the same or related description - \$50.00 fine

4th occurrence and all subsequent ones - \$100.00 fine

*\*Violations of the Snow Rules will earn a \$25.00 fine for the first occurrence, \$50.00 for the second and \$100.00 for the third and all subsequent violations. The annual publication of the Snow Rules by the Board will serve as the warning letter.*

*\*\*Violations of any portion of the Animal Control Rules will earn an immediate \$50.00 fine for the first occurrence and \$100.00 for the second and all subsequent violations. The Animal Control Rules in the NSHOA Rules and Regulations, will serve as the warning letter.*

*\*\*\*Violations of any part of the rules regarding trash will earn an immediate \$25.00 fine for the first occurrence, \$50.00 for the second and \$100.00 for the third and all subsequent violations. The NSHOA Rules and Regulations will serve as the warning letter.*

The Association has the right under Article IV, Section 3, Sub Section a.) of the

Declaration of Covenants, Restrictions, Easements, Charges and Liens of the North Side Homeowners Association, Inc. to suspend Privileges of Membership for repeated violation of any Rule or Regulation by a homeowner or resident. Please note that all Suspensions of Privileges may result in, but are not limited to, the revocation of all parking permits assigned to the home. It may also result in the towing of the resident's vehicle(s) at the owner's sole expense.

Any security related violation (disorderly conduct, reckless driving, speeding, disturbing the peace, vandalism etc.) would carry a \$100.00 fine. No warning letter is required for security violations.

Owners will be charged for the cost of remedying their violation when applicable. All fines, including Security Fines, are due thirty (30) days from the date of assessment. Whether or not an appeal has been filed, all unpaid fines will be doubled after thirty (30) days and doubled again after sixty (60) days. Checks should be made payable to North Side HOA.

In the event that an owner fails to comply with any provision of the Rules and Regulations, such owner shall be obligated to pay for all expenses including attorney's fees and disbursements incurred by the Association in an attempt to enforce the rule or regulation or in prosecuting and/or defending actions with respect to same, together with interest at the highest rate permitted by law. If the owner fails to reimburse the Association, the unpaid amounts shall be collectible in the same manner as unpaid assessments, including the right to file a lien against the home.

**Appeal Process:** Appeals must be made in writing within ten (10) days of receipt of the violation notice. The homeowner may be required to attend a meeting with the Board of Directors to discuss the situation if the Board of Directors deems it necessary. If the fine is dismissed, all monies paid by the homeowner for the fine, prior to the dismissal, will be refunded within ten (10) days of notification of Appeal Process Decision.

If the fine is not dismissed, and still unpaid, it will double again if it is not paid within ten (10) days of notification of Appeal Process Decision.

Any unpaid fines still due ninety (90) days from the date of assessment, unless they have been extended in writing by the Board of Directors, will result in an immediate Suspension of Privileges for that homeowner, without further notification.

Any homeowner, who is under suspension and violates that suspension, will be subject to a \$100.00 fine for each day the documented violation of said suspension takes place, without right of appeal. All fines levied against a suspended homeowner are due and payable thirty (30) days from the date of assessment. Unpaid fines will be doubled after thirty (30) days and doubled again if still unpaid after sixty (60) days.

**REVISIONS, UPDATES, ADDITIONS & DELETIONS TO THE NSHOA RULES & REGULATIONS**

These Rules and Regulations have been amended and are effective December 1, 2020. The NSHOA Board of Directors specifically reserves the right to rescind, change or amend the foregoing rules and regulations and to adopt such others, as they deem necessary from time to time.

# Rights and Responsibilities for Better Communities

## *Principles for Homeowners and Community Leaders*

### Homeowners Have the Right To:

1. A responsive and competent community association.
2. Honest, fair and respectful treatment by community leaders and managers.
3. Participate in governing the community association by attending meetings, serving on committees and standing for election.
4. Access appropriate association books and records.
5. Prudent expenditure of fees and other assessments.
6. Live in a community where the property is maintained according to established standards.
7. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
8. Receive all documents that address rules and regulations governing the community association—if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

### Homeowners Have the Responsibility To:

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay association assessments and charges on time.
6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.
8. Provide current contact information to association leaders or managers to help ensure they receive information from the community.
9. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

### Community Leaders Have the Right To:

1. Expect owners and non-owner residents to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive atmosphere.
5. Receive support and constructive input from owners and non-owner residents.

6. Personal privacy at home and during leisure time in the community.
7. Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

### Community Leaders Have the Responsibility To:

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
2. Exercise sound business judgment and follow established management practices.
3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
5. Establish committees or use other methods to obtain input from owners and non-owner residents.
6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community—owners and non-owner residents alike.
8. Encourage input from residents on issues affecting them personally and the community as a whole.
9. Encourage events that foster neighborliness and a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records, when requested.
12. Collect all monies due from owners and non-owner residents.
13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the association's governing documents.
15. Initiate foreclosure proceedings only as a measure of last resort.
16. Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.
17. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees. (Community associations may want to develop a code of ethics.)

Chelsea Cove  
NORTH SIDE

