

HAMPTON
PLACE
Community Association, Inc.

HANDBOOK

For

Owners, Residents, and Guests

Rules and Regulations

*Important: Keep this handbook with your other important
condominium documents*

*Revised and Effective
September 22, 2014*

HAMPTON PLACE
COMMUNITY ASSOC.

I (we) have received the owner's Rules and Regulations handbook and will review all included pages.

I (we) agree to follow the Rules and Regulations of the Hampton Place Community Association, Inc. contained in the Rules and Regulations Handbook.

I (we) will fill in this sheet and will return it to the Managing Agent or the building representative within 10 working days.

Name _____ Unit # _____
(Owner / Tenant)

Signature _____

Telephone Numbers _____ (Home)

_____ (Work)

_____ (Cell Phone)

Date: _____ 20 _____

Hampton Place Community Association, Inc.

Dear Owners & Residents of Our Community,

Welcome. As you become acquainted with Hampton Place, the Board of Directors has prepared this booklet, which incorporates all the important standards, guidelines, procedures and helpful living tips in one handy location. The Board of Directors would like you to become aware of some of the assets of the Association and our Community.

- The Board represents you and all the owners/residents at Hampton Place.
- The Rules and Regulations Handbook is designed to provide safety, maintain property values, promotes pride in ownership of our property, and maintain cordial relations among neighbors.
- Sustained real estate market value.
- Private Tennis Court facility.
- Suburban peacefulness with easy access to main highways.

The Hampton Place Community Association By-Laws and other official documents are reflected as references in the Rules and Regulations Handbook. Owners/Residents must read and be familiar with these documents so that all necessary actions can follow. It is the responsibility of each homeowner to provide a copy of this Handbook to their residents and advise them of their need to maintain compliance.

These Rules and Regulations are set forth in the By-Laws of the Hampton Place Community Association, Inc. as pursuant to Article 13, Section 13.14 and Article 14, Section 14.04.

Your assistance and participation in the successful operation of the Hampton Place Community is essential to our future.

Sincerely,

Board of Directors

Hampton Place Community Association, Inc.

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I. FORWARD

The Rules and Regulations set forth in this Handbook have been adopted by the Association Board of Directors pursuant to Article 13 – General Covenants and Restrictions, Section 13.01 of the Declaration of Condominium and Article V of the Amended By-Laws of Hampton Place Community Association, Inc. All unit owners derive their rights from and are subject to the terms of the Declaration and By-Laws of the Association.¹ These Rules and Regulations are an extension of the Declaration and By-Laws and are subordinate thereto. Unit owners are required to maintain a copy of the Offering Plan, which contains the Declaration and By-Laws and transfer it to the new owner when the unit is sold.² Should a copy of the By-Laws be needed, the owner should contact the managing agent to obtain a copy for a fee.

These Rules and Regulations are intended to promote the peaceful enjoyment of all owners/residents of Hampton Place and to preserve property values. The cooperation of all owners/residents is sought in achieving these goals.

II. COMMON CHARGES – MAINTENANCE FEES (Declaration, Art. IX)

Maintenance fees are calculated and assessed by the Board of Directors on an annual basis and are payable in monthly installments on the first day of each month. Effective June 1, 2010, payments received more than ten (10) days late are subject to a late fee.³ If an installment is not paid within forty-five (45) days from the due date, the Board of Directors may accelerate the remaining installments upon notice to the unit owner. The costs and expenses incurred in the collection of past due charges, including legal fees, shall be assessed against the unit. Continued failure to pay will result in a lien being placed against the unit.,

III. USE AND CARE OF COMMON AREAS

Policy

It is the intent of the Board of Directors to maintain a neat, well-kept community appearance for Hampton Place through the regulations of signage, exterior storage, and use of the units, dumpsters, and parking facilities. A well-kept appearance will require some effort and may inconvenience some owners, but the benefits in terms of the preservation of property values and community appearance are well worth the effort. The hope is that simple pride in the community's appearance on the part of the residents and tenants will make the enforcement of these rules and regulations unnecessary. However, the Board of Directors reserves the right to penalize violators with fines, should this be necessary.

Violations of these rules should be reported to the Managing Agent.

¹By-Laws, Section 1.03.

²By-Laws, Section 11.01 (b) (i)

³By-Laws, (Amended) Section 10.10

Repair Work

No repair work shall be performed on motor vehicles, or other equipment.

Storage of Personal Items

The storage of personal items should be confined to the unit storage shed or within the confines of the unit and is prohibited on the common areas. No storage of personal items outside the unit shall be permitted.

Bicycle sheds have been provided for the storage of bicycles only. No other personal items shall be stored in the sheds. The sheds are locked for security purposes. A key can be obtained by contacting the managing agent and providing a deposit. **THE ASSOCIATION IS NOT RESPONSIBLE FOR THEFTS.**

Personal Items including children's toys, shall be returned to the patio or deck area each evening as to maintain a neat and orderly appearance. Such items shall not be stored or located outside the unit.

Snow Removal – Common Areas

Snow removal services are provided when there is an accumulation of two (2") inches or more, or at other times deemed desirable.

The association contracts for provisions of snow removal services for the community. Parking policies to facilitate snow removal are strictly enforced and will be defined in a mailing or newsletter to all residents each year (See Appendix for parking during snowstorms).

The Association will provide snow melt at each building for use by residents at their discretion. When needed, an additional supply may be obtained by contacting the Managing Agent.

Residents **MUST** comply with the snow removal parking policy as communicated by the Managing Agent; failure to comply with the parking policy will result in fines and/or towing at the owners expense.

Snow Removal – Patios and Decks

It is the responsibility of the homeowner or tenant to keep their patio or deck clear of snow or ice. *Please avoid throwing snow on the shrubbery.*

Structural Alterations/Additions **(Declaration, Articles X and XI)**

No owner/resident may make any structural addition, alteration or improvement to the exterior of his/her unit or association grounds and facilities which alters or affects the common elements unless approved by the Board of Directors. Plans for additions, alterations, or improvements add must be presented in advance and in writing to the Board of Directors.

No exterior awnings, blinds or window guards of any type are permitted to be attached to the building.

Tennis Courts

Tennis courts are to be used only by owners/residents of Hampton Place and their guests. They are to be used for the game of tennis only. The gate to the courts will be locked for security purposes during all hours except when being used. A key can be obtained by contacting the management agent and for a fee. The key is the responsibility of the unit owner/resident. Appropriate foot wear is required.

Water

Hoses have been provided by the Association. Recommended hours for watering by individual owner/resident are 7:00 – 10:00 A.M. and 7:00 – 9:00 PM. These hours may be superseded by any restrictions by the Town of North Greenbush.

Water is not to be used for recreational purposes or for washing motor vehicles.

Gardens

Planting of vegetables, shrubs or trees is prohibited except with prior written approval of the Board of Directors. Lawn ornaments and flowers are permitted only in shrub areas.

Common Elements

In accordance with local fire codes, no unit owner/resident shall obstruct or encumber the sidewalks or entrances nor use same for any purpose other than ingress or egress to and from the premises.

IV. INDIVIDUAL UNITS

Emergencies

Owners/residents are encouraged to leave a key with a friend or family member who may be contacted should an emergency occur while the owner/resident is absent, e.g., a malfunction in upstairs heating/cooling system with subsequent leakage of water to the downstairs unit. The name and telephone number of the person to whom the key is given should be transmitted to the management agent. It is ***IMPERATIVE*** that the Property Information Form, which accompanies the annual coupon booklet, be completed and returned to the Managing Agent to be used in cases of an emergency.

In the event of an emergency, any member of the Board of Directors may authorize entry into any unit. Following such emergency entry, the Board of Directors will authorize sealing of the unit.
Section 10.04¹

¹By Laws, (Amended), Article Section 10.04

Use of Units

The use of all condominium units at Hampton Place shall be restricted to residential purposes only. No commercial enterprise permitting access by the public, including licensed day-care, shall be permitted.

No unit may be occupied by more than two persons not related by blood or marriage and their children.

DECORATIVE ITEMS such as wreaths, holiday ornaments, flowers, flags or leaded glass may be displayed. The Board of Directors reserves the right to require the removal of decorative items.

No outside television antennas, satellite dishes or other such devices shall be permitted without the prior written approval of the Board of Directors.

No form of unit identification such as plaques, name plates, etc. shall be permanently mounted to the exterior of the unit.

No unlawful activity of any kind shall be permitted. **(Article 13, Section 13.10)**¹

No clothes lines of any sort shall be allowed on the grounds or outside of the building or on decks for the air drying of clothing, bedding or other such articles.

Patios and Decks

Patio and decks are limited common elements reserved for the exclusive use of the respective owner/resident. They should be maintained by the owner/resident in a neat and orderly appearance at all times and should not be used as a storage area.

Personal items covered by this rule include, but are not limited to: hot tubs, spas, recreational or exercise equipment, construction equipment, tools, work equipment, household furniture, boxes, etc.

No storage lockers, enclosures, or other structures may be placed or constructed on the patios, decks or on Association property without prior written approval of the Board of Directors.

Chimneys

(Article 10, Section 10.02, 10.04)²

Owners must have their fireplaces inspected and/or cleaned by October 15th of **each** year. Inspection or cleaning is to be done annually by a certified chimney inspector. A copy of the inspection must be sent to the Managing Agent by October 31st.

Owners who do not use their fireplace are exempted from the inspection and cleaning requirement provided that a statement affirming non-use is received by the managing agent by October 31 of **each** year.

¹By-Laws, Article 13, Section 13.10

²By Laws, Article 10 and 11, Section 10.01 – 11.12

If an inspection certificate or affirmation of non-use is not received by October 31st, a monthly penalty plus the association’s cost to have a cleaning conducted will be assessed to the owner. Each owner is to consider their copy of the policy resolution as notification that the Board of Directors is empowered to gain access for maintenance to protect and preserve the property as noted in **Section 10.04**³ of the Declaration, above.

Washer/Dryer Maintenance

For more efficient operation and safety we **STRONGLY RECOMMEND** inside inspection of the dryer duct hose and dryer vent annually.

Washer hoses should be inspected annually and replaced when any sign of weakness is evident or atleast every five years. Water damage from defective hoses is the responsibility of the owner and can be significant.

See Section 1 (Amendment to By-Laws).

Heating and Air Conditioning

All maintenance, repairs and replacement to the heat exchangers and compressors/air exchanges (heat pumps) and all pipes, wires, cables, conduits, connections, and fittings related thereto are the responsibility of the owner. Consequently, the owner will be liable for any damage incurred by other units as a result of the owners disregard of his/her responsibility for maintenance, repair and replacement of the heat pump. The Hampton Place Board of Directors, therefore, **STRONGLY RECOMMENDS** that owners change their air filters regularly and have their heating and air conditioning units (heat pumps) and elements inspected annually. OWNERS UPDATING THEIR HEAT PUMP/AIR CONDITIONING UNIT MUST GET PRIOR BOARD APPROVAL (SEE APPENDIX FORMS).

Window air conditions and window fans shall not be placed in windows or walls of any structures.

Firewood

Firewood should be stored within a metal hoop or rack at the unit entrance way, any excess may be stacked neatly in rows no more than 4' high as long as it does not impede access to other units. Any damage to the siding or painting of a unit or walkways from stacked or chopped firewood shall be the responsibility of that unit owner to repair and/or replace at his/her cost.

If firewood is stacked on upper decks, care must be taken to distribute weight evenly so as not to create an unsafe weight load. Damage resulting from firewood will be the responsibility of the Owner.

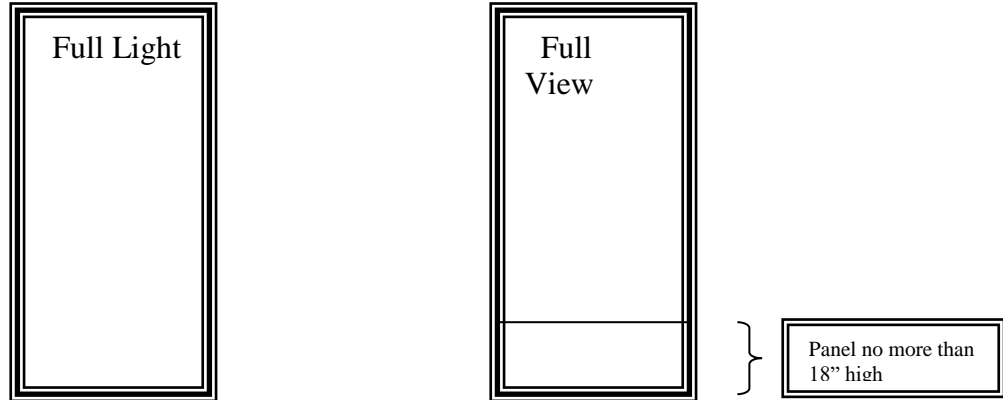
Windows and Sliding Glass Doors

Replacement of windows and sliding glass doors must be approved in advanced and in writing by the Board of Directors and comply with the current standards.

³By Laws, (Amended), Article Section 10.02, 10.04

Storm Doors

Two storm doors have been approved by the Board of Directors for use in Hampton Place units. (See Appendix 1 – Homeowner Agreement Rain Diverter/Storm Door). The doors pictured below afford unit owners a full and unobstructed view – thence their name “**FULL VIEW**”. The doors can be purchased from any merchant. **COLOR IS LIMITED TO WHITE OR ALMOND.**



Sliding Glass Doors

When replacing the sliding doors they must be replaced with similar style doors. As of May 2014 the Board has approved the sliding doors which have the mini-blinds installed in them. The door must be white vinyl clad door on the outside. You must replace all trim around the door with the vinyl that matches the trim. It can't be replaced with the cedar trim.

Rain Diverters

Owners/Residents, with the prior written approval of the Board of Directors, may construct and maintain a rain diverter. (See Appendix 1 – Homeowner Agreement Rain Diverter/Storm Door). Prior to the construction, the owner/resident must submit a building plan for the rain diverter along with a signed statement to maintain the rain diverter in proper working order and appearance. **COLOR IS LIMITED TO WHITE OR ALMOND.**

Awnings

Owners, with prior written approval of the Board of Directors, may request to have an awning installed between the transom and sliding glass doors. . The width must cover both patio doors. The depth cannot extend beyond the deck/patio railing and **MUST** be a beige base color. There are size and style requirements and an architectural form must be filled out and submitted to the Managing Agent for prior approval by the Board of Directors.

V. SALE OF UNITS

Detailed and specific provisions governing the sale and conveyance of condominium units are set forth in the Offering Plan and in the Amended By-Laws, Article XII, Section 12.01². Owners contemplating the sale of their unit are urged to familiarize themselves with those provisions and, before entering into a contract of sale, must contact the Managing Agent for a list of required resale procedures.

A certificate of resale must be obtained from the Managing Agent certifying that all liens, common charges, assessments and other fees are currently paid for delivery to the purchaser. In addition, the owner must certify that he/she has delivered a copy of the By-Laws and Handbook to the purchaser.

¹By-Laws, Article 13, Section 13.11 – 13.14

²By-Law (Amended) Article 12, Section 12.01

Signage

Signs advertising individual units “FOR SALE” or “FOR RENT” may be displayed only on weekends between dusk on Friday and dusk on Sunday of each week. Advertising of individual units shall be displayed at or near the intersection of Hampton Place Boulevard and Williams Road, on either side of entrance or exit and NOT on the island between the entrance and exit, more generally known as Association property. Signs displayed at times or in places other than those permitted herein may be removed. Open house signs are permitted only on the day of the open house to identify the location of the unit.

No sign or advertising of any kind (including “FOR SALE” or “FOR RENT” signs) shall be permitted in windows, on doors or other interior or exterior surfaces of units.

VI. RENTAL OF UNITS (Declaration, Art. XI11, Sections 13.11 - 13.14¹)

A unit may be rented or leased only with the **PRIOR WRITTEN APPROVAL** of the Board of Directors. All leases must be in writing and must provide that the terms thereof are subject to the Declaration, By-Laws and these Rules and Regulations.

Failure to obtain prior written approval of the Board of Directors shall result in a fine. Copies of lease agreements, which include but are not limited to, references and a copy of prior approval pet form (if one is required). Proof of renters insurance must be provided to the Managing Agent upon approval and execution of the lease.

No unit may be occupied by more than two persons not related by blood or marriage and their children.

No lease may be assigned or sub-let without prior written approval of the Board of Directors. Failure to do so will result in a fine.

All tenants are subject to the rules and regulations of the Association. It shall be the sole responsibility of the owner of a rented unit to inform tenants or prospective tenant of the rules of Hampton Place as set forth in this handbook and the by-laws. All occurrences that are a direct result of the tenant’s non-compliance with the rules and regulations will result in fines against the owner of the unit.

VII. PARKING

Policy

Please be considerate of other vehicles who must have access to mailboxes, dumpsters, and walkways when parking your vehicle(s). Also as a courtesy to your fellow residents, please encourage your guests to park in the less congested areas.

Please note that there is a posted speed limit of **10** miles per hour in the Hampton Place Community. Be considerate of the safety of other residents.

All parked motorcycles must have a **BLOCK OF WOOD/PAD** under the kickstand to prevent damage to the roadway.

All motor vehicles must be parked within lined parking spaces. Vehicles may not be parked along the roadway, on grass areas, or in front of mailboxes or dumpsters or in a manner that prevents access to the property by service or emergency vehicles or on striped areas in front of walkways.

Prior written approval of the Board of Directors is required for **MOVING PODS**.

Vehicle Registration/License Plates

All motor vehicles must have a current inspection, registration, and license plates. No unregistered vehicles may be operated or parked within or on Association property.

Stored, Abandoned or Parked Vehicles

NO vehicle may be stored, abandoned or parked without movement for 30 days or more. Exception – if a Resident is to be out of town for more than 30 days, the resident must notify the Managing Agent and park the vehicle in the designated parking spaces. Violators may be fined and/or towed at the discretion of the Board of Directors.

The Association will not be responsible or liable in any way for any charges or damages incurred to the vehicle relative to this towing.

Designated Parking Areas

Designated parking spaces are for those with reserved/handicap stickers or license plates whose parking spaces are noted as reserved. Please be considerate of their needs and not park in their spaces.

Recreational, Oversized and/or Commercial Vehicles

No recreational, oversized, or commercial vehicles including, but not limited to, all-terrain vehicles, mini-bikes, snowmobiles, boat trailers, campers, trailers or other such vehicles, shall be permitted on the property for more than 72 hours.

Snow Removal

Residents **MUST** comply with the snow removal parking policy as communicated by the Managing Agent on an annual basis. Failure to comply will result in fines to the unit owner and/or towing at the expense of the vehicle owner.

VIII. DUMPSTERS/RECYCLING

All refuse must be placed in containers located in the dumpster areas on Association property. It is the responsibility of residents to keep these areas neat. Hampton Place sorts and recycles as follows:

- ⇒ NEWSPAPERS
- ⇒ ALUMINUM, TIN, PLASTIC and GLASS
- ⇒ GARBAGE

Tires, batteries, appliances and other toxic items are to be brought to the town dump or appropriate site at the resident's expense.

²By-Laws, Article 13, Section 13.03

Residents are responsible for removal of appliances, furniture, mattresses, etc. These items are not to be placed in the dumpsters or dumpster area. Failure to comply will result in a fine imposed for each infraction plus removal costs incurred by the Association, if assistance is required, please contact the Managing Agent.

The Managing Agent will notify residents of the pick-up policy for holiday trees. A notice for the disposal of holiday trees will be posted at the community bulletin board.

IX. PETS

Declaration, Section 13.03

- 1) No pet shall be maintained in any unit except with the **prior written approval** of the Board of Directors. In determining applications for the approval of dogs, the Board shall consider the breed of dog, the propensity of such breed for viciousness and the expected size of the animal when mature.
- 2) ** Effective November 1, 2013 - one pet per household will be in effect.*
- 3) Any Resident who is found to be harboring an unapproved pet will be required to immediately remove pet from property. Failure to do so will result in a fine.
- 4) An animal must be carried or on a leash at all times and attended to by a responsible person. Failure to comply will result in a fine for each infraction.
- 5) No animal may be leashed to any stationary object on the common areas.
- 6) Residents are responsible for the removal of the waste of their pet(s) from the common areas.
- 7) Pet owners are responsible for any property damage, injury and disturbances their pet may cause or inflict.
- 8) No animal shall be permitted to bark, howl, or make other loud noises for such a time as to disturb neighbors’ rest or peaceful enjoyment of their unit or the common areas.
- 9) No exotic or aggressive pets will be permitted.

**A PET MORATORIUM MAY BE IMPOSED, AT ANY TIME,
AT THE DISCRETION OF THE BOARD OF DIRECTORS.**

X. PUBLIC CONDUCT

Policy

It is the policy of the Board of Directors to effectively limit the conduct of the activities which are characterized as public nuisances through monetary fines imposed on the offending parties. *Examples of activities which the Board feels could be considered nuisances include: the use of loud, aggressive and harassing language; the playing of musical equipment or stereo systems at loud levels during “quiet hours”; verbal and physical fighting; excessive pet noises, blocking a neighbor’s view with signage or other obstructions, sitting or walking on deck ledges, etc.* In addition, it is the policy of the Board to ensure a quiet, peaceful atmosphere in the Hampton Place Community by enforcing quiet hours during which noisy or disruptive activities will be prohibited.

No obnoxious or offensive activity, which is classified by the Board of Directors as a nuisance, shall be carried out upon any portion of the condominium property. Characterization of an activity as a nuisance shall be by majority vote of the Board of Directors. Any Resident in the community can request the designation of a nuisance by contacting the Managing Agent.

Quiet Hours

Article 13, Section 13.06¹

The hours of 11 P.M. through 7:00 A. M. are considered quiet hours. Residents will respect these hours by curtailing any noise arising from parties, stereos, washer/dryer, vacuuming, television, etc. Repeated violations of this rule may constitute a “nuisance” and be subject to the enforcement provisions thereof.

XI. PENALTIES AND SANCTIONS

Article 14, Section 14.04²

Should any owner, residents, or guest fail to comply with any of the provisions of these Rules, the By-Laws, or the Declaration of the Condominium or Association, the following procedures and penalties shall be followed to obtain compliance unless otherwise specified herein:

First Violation: Written notification by certified mail to the Owner from the Board of Directors/Managing Agent.

Second Violation: Written notification by certified mail to the Owner stating a fine will be levied on the unit.

Third Violation: Written notification by certified mail to the Owner stating an additional fine will be levied on the unit and/or other actions as deemed appropriate by the Board of Directors.

An owner may request the right to arbitrate the imposition or extent of the fine in writing, directed to the Board of Directors, via the Managing Agent within ten (10) days of receipt of the notice of the imposition of the fine.

In the event that a fine is imposed and unpaid, it will remain on the owner’s account until such time that the fine is paid in full.

If the fine remains unpaid for 90 days, it may result in a lien being placed on the unit, including any costs incurred in the filing of the lien.

Penalties and Fines DO NOT INCLUDE legal fees, attorney fees, court costs, or management costs that may be incurred by unit owner or violating party.

¹By-Laws, Article 13, Section 13.06

APPENDIX A

ATTACHED FOMS

- 1A. Rental Information Form
- 1B. Approval Letter for Rental of Unit

- 2A. Exterior Change Form
- 2B. Architectural Review

- 3A. Pre-Pet Approval Form
- 3B. Application for Permit to Harbor Pet
- 3C. Pet Walking Instructions

- 4. HPCA – Responsibilities

- 5. Unit Owner – Responsibilities

- 6. Snow Removal Instructions

- 7. Violation and Fines

- 8. Water Resolution

**HAMPTON PLACE COMMUNITY
ASSOCIATION, INC.
RENTAL INFORMATION FORM**

DATE: _____

NAME: _____ PROPERTY ADDRESS: _____

REMEMBER: The homeowner is liable and responsible for compliance with all rules and regulations of the community. It is the homeowners responsibility to ensure that the tenant is aware of the rules and regulations.

NOTE: As per the Declaration, a homeowner is not allowed to rent for less than six months.

Tenant Name (s) _____

Owner's Telephone: Home _____ Work _____

Tenant(s) Telephone: Home _____ Work _____

In case of an emergency, who do we contact?

Name _____ Telephone # _____

License Plate(s)/ Make of Vehicle (s)

Tenant(s) _____

Do you give the following rights to your tenant (if applicable) ?

Tennis _____

Harbor a Pet - Yes ___ (if yes see attached prior approval form) No ___

Comments: _____

OWNERS.....

NOTE: Please let the Managing Agent know of all changes. Please advise if your unit is currently empty and provide date unit was vacated.

**HAMPTON PLACE COMMUNITY
ASSOCIATION, INC**

**APPROVAL LETTER
FOR RENTAL OF UNIT**

To Whom It May Concern:

HAMPTON PLACE COMMUNITY ASSOCIATION, INC. approves the rental of _____
Name of Condominium Unit #

to _____
Tenant(s)

from _____ for a period of _____
Present Owner Months/Years

Commencing _____ 20_____, and terminating _____ 20_____

On the condition that _____ agree to abide by all Rules and
Tenant(s)

Regulations and are fully aware of the restrictions of said association and condominium.

FOR AUTHORIZED USE ONLY

HAMPTON PLACE COMMUNITY ASSOCIATION, INC.

Signature of Board Member Date _____ 20_____

**HAMPTON PLACE COMMUNITY
ASSOCIATION, INC.**

EXTERIOR CHANGE FORM

- **Rain Diverter**
- **Awnings**
- **Storm Door**
- **Windows**
- **Sliding Glass Doors**

I _____ understand that the exterior structure
Name (Print or Type)

change I have requested for my home at _____
Address (Print or Type)
is my responsibility. **Architectural Review Form must be attached (2B).**

I promise to maintain the structure in good working order and appearance. If at any time the Condominium Board of Directors requests maintenance or repair of the requested structure, I promise to make said repair.

In addition, if I should sell the property, I promise to notify the new owners that it will be their responsibility to maintain.

Signature of Home Owner(s)

Address (Unit #)

Witness

Date

_____20____

Who will complete this work? Self Contractor

CONTRACTORS: If you are using a contractor to complete this work, evidence of liability and Worker’s Compensation Insurance must be submitted for approval of any alteration to your property. The Community Association must be named as an additional insured party and be noted as held harmless for any property damage or bodily injury.

Submitted: Yes No N/A

I have formally contracted with: _____

Contractor’s Address: _____ Phone: _____

The contractor will be employed by me, the owner of the property, not the Community Association.

PLANS: A copy of the project plans must be submitted with this application.

Submitted: Yes No Waived

Please Note: Work must be completed within six (6) months of the approval date below. Please notify the Board when work is completed so you can receive a satisfactory completion letter from the Board

For Board Use Only:

This Request: has has not been approved by the Board of Directors.

Board of Directors: _____

Date of Approval: _____ To Be Completed By (Date): _____

Approval letter sent on: _____ By: _____

Project Completion Review:

Reviewed by: _____ Role: _____

- Project completed as per plan and approval letter
- Project unfinished at this time
- More work required to meet Community standards/the plan submitted/the approval letter

Follow-up letter sent on: _____ By: _____

Completion letter sent on: _____ By: _____

**HAMPTON PLACE COMMUNITY
ASSOCIATION, INC.**

ALL PETS MUST BE PRE-APPROVED IN WRITING BEFORE ENTERING THE COMMUNITY

PET PRE-APPROVAL FORM

Return to Managing Agent:
CYC Realty Management
15 Old Loudon Road
Latham, NY 12110

PET OWNER(S) NAME: _____

UNIT OWNER(S) NAME: _____

ADDRESS (Unit #) _____ TELEPHONE # _____

TYPE OF PET: _____ COLOR: _____

WEIGHT: _____ AGE _____

I have read the Rules and Regulations of the Hampton Place Community Association, Inc. and I (we) agree to abide by them and their enforcement. **Application for permit to harbor pet must also**

SIGNATURE(S) _____

DATE: _____ 20____

FOR AUTHORIZED USE ONLY

BOARD APPROVAL ____ Yes ____ No

SIGNATURE OF BOARD MEMBER _____ DATE _____ 20____

HAMPTON PLACE COMMUNITY ASSOCIATION, INC

APPLICATION FOR PERMIT TO HARBOR A PET

I request permission from the Board of Directors to harbor a pet in Unit _____.

I have read the administrative Rules and Regulations of the Association; I have and members of my household promise to comply with the rules as they pertain to harboring a pet.

Signed _____ Date _____ 20_____

Type of Pet _____

Please send in a picture of your pet to be kept with the application

Breed _____

Sex/Altered _____

Pet's Name _____

Weight and Color _____

Tag Number (Dog) _____

Where Licensed _____
Town _____ County _____

(Please send in a copy of license with the application)

Rabies Vaccination Expiration Date _____

(Please send in a copy of vaccination certificate with application)

FOR AUTHORIZED USE ONLY

This request _____ HAS _____ HAS NOT been approved by the Board of Directors.

President/Committee Chairman

Date _____ 20_____

HAMPTON PLACE COMMUNITY ASSOCIATION



When people decide to own a pet, particularly in a suburban community, there are many responsibilities involved. Above all, you must realize that your decision must not impact the lives of your neighbors or your community. Most towns, including ours, have regulations regarding licensing, leashing, and clean-up, also other considerations such as loud and constant barking or aggressive behavior. Most pet owners are good neighbors, however, there board is charged with keeping the community pleasant for all who live there and fines may be imposed upon those residents who do not comply.

When walking your pet, please do not let your pet relieve themselves on the lawns in the community. Lawn Maintenance works hard to keep the grounds beautiful for all to enjoy. Be a good neighbor and take your pet to the wooded areas designated on the map below. Please bring a plastic bag when you walk your dog, as it is not up to your neighbors to clean up after your pet.

****All new homeowners are required to fill out a pet application before bringing a pet into the community.***

If you are renting/leasing your unit, it is your responsibility, as a homeowner, to supply this application to your tenant. Likewise, if you are selling your unit. There is a sample of the pet application form in your Rules & Regulations Handbook or the form can be obtained from the Management Company. The homeowner (or resident) would then submit the application to the Managing Agent for review by the Board of Directors and a reply will be received in a timely fashion.

Please see the map below for designated areas to walk your dog!

**HAMPTON PLACE COMMUNITY
ASSOCIATION, INC**

INCLUDE, BUT ARE NOT LIMITED TO:

1. Landscaping
2. Tennis Courts
3. Driveway and Walk Repair
4. Refuse Collection

5. Snow Removal
6. Grounds Inspection
7. Exterior Lighting
8. Mailbox Area

9. Collection of Fees
10. Legal Correspondence
11. Lease Approval
12. Building Alteration Approval

13. Year End Financial Report and Tax Preparation
14. Budget Preparation
15. Reserve Analysis
16. Pet Approval

17. Regular Board and Community Meetings
18. Bid Specifications and Approval of Outside Contractors
19. Inspection of Outside Contractor Performance
20. Communications through Newsletters and Memos
21. Rules and Regulation Enforcement

HAMPTON PLACE CONDOMINIUM, INC.
OWNER(s) RESPONSIBILITIES
INCLUDE, BUT ARE NOT LIMITED TO:

1. Heat Pump/Furnace and Air Conditioner Maintenance
2. Hot Water Tank
3. Appliances including disposals
4. Fireplace and Close Dryer Inspection / Cleaning

5. Bathroom Exhaust Vents
6. Door Knobs and Entrance Locks
7. Doors and Windows
8. Door Bell

9. Weather Stripping
10. Storm Doors
11. All Interior Inspection and Maintenance

12. Property Tax / Assessment
13. Association Fees and Dues
14. Utilities, ie, Electric & Sewer
15. Sale of Unit

16. Leasing of Unit (see forms 1A and 1B)
17. Insurance covering, ie, personal property, water damage, etc.
18. Smoke Alarms & Carbon Monoxide Detectors
19. Equipment that specifically services your unit
20. Remove snow and ice from patio and decks



HAMPTON PLACE SNOW REMOVAL PROCEDURES

The Board of Directors has developed a snow removal procedure to ensure efficient parking lot clearing. However, for this procedure to be successful, all residents must do their part by parking in the right areas at the appropriate times. Help us to help you by parking vehicles in the OUTER CIRCLE (as shown on map below) from 6PM TO 9AM and in the INNER CIRCLE FROM 9AM TO 6PM.

Residents who will be away during storms should make arrangements with friends and neighbors to have their vehicles moved. Those who will be away for an extended length of time should park their vehicles by the dumpster areas so that will not block access of snow removal equipment. Any vehicles causing repeated problems will be towed at owners expense.

Snow removal services are provided when snowfall accumulations reach 2” or more. If you should experience difficulty during a snow storm, please contact the Managing Agent, so that they can take appropriate action to rectify the problem situation.

**Hampton Place Community Association
July 22, 2010**

VIOLATIONS AND FINES

1. **Late Association Dues**
 - A. 10 day grace period
 - B. \$25 per month will be assessed on all late dues as of the 11th day of the month.
2. **Leases Without Prior Written Approval**
 - A. Initial leases \$250 fine - \$100 per month thereafter.
 - B. Lease Renewals \$250 fine - \$50 per month thereafter.
3. **Exterior Unit Alterations Without Prior Written Approval**
 - A. Up to a \$250 initial fine and in addition it is the unit owner's responsibility to restore the unit to the original appearance.
 - B. \$100 second fine if not corrected within 10 days.
 - C. Removal and restoration to the original appearance by the association at the expense of the unit owner.
4. **Parking Violations**
 - A. \$50 per incident.
 - B. Tow, if necessary, at owner's expense to remove vehicle.
5. **Pet Violations (See Pet Policies)**
 - A. First violation – written warning.
 - B. Second Violation - \$25 fine.
 - C. Third Violation - \$50 fine.
 - D. Fourth Violation - \$100 fine.
 - E. Fifth Violation fine to be determined by the Board and possible rescission of pet approval leading to removal of pet off premises.
6. **Community Disturbance**
 - A. First incident – written warning.
 - B. Second incident - \$50 fine.
 - C. Third incident - \$100 fine.
7. **Property Information Sheets**
 - A. Annually each owner is required to complete an Information Sheet as provided by the managing agent and return that sheet to the managing agent by a specific date, regardless if information has been changed or not.
 - B. Each owner leasing a unit is responsible for seeing that the initial information sheet is completed by the tenant and returned to the managing agent within two weeks of the tenant occupying the unit. Thereafter, the owner is responsible for seeing that the information sheet is submitted annually as specified in A, above.
 - C. Information sheet not returned by a specific date will result in a fine up to \$25 imposed each month of noncompliance.

Above Violations and Fines subject to amendment at any time

Penalties and Fines DO NOT INCLUDE legal fees, attorney fees, court costs, or management costs that may be incurred by unit owner or violating party.

**HAMPTON PLACE COMMUNITY ASSOCIATION, INC.
RESOLUTION CLARIFYING LIABILITY OF OWNERS
FOR WATER DAMAGE TO ADJACENT UNITS**

WHEREAS, it has come to the attention of the Hampton Place Community Association, Inc., that water damage caused by, but not limited to, water heaters, water softeners, toilets, tubs, showers, washers, drier vents, sinks, air conditioners and broken hoses have occurred with or without notice to the unit owners or residents, and

WHEREAS, there have been numerous occurrences of water damage caused by, but not limited to, water heaters, water softeners, toilets, tubs, showers, washers, drier vents, sinks, air conditioners and broken water hoses located in units failing or otherwise causing to leak into other units causing substantial damage; and

WHEREAS, on numerous occasions such water damage has occurred with or without notice to the owners or residents and with or without active negligence on the part of the owners or residents; and

WHEREAS, information has been disseminated through the Hampton Place Community Association, Inc., to unit owners, that it is the responsibility of unit owners to maintain all equipment and fixtures, including but not limited to water heaters, toilets, tubs, showers, washers, drier vents, sinks, water softener and air conditioners in order to prevent leaks and that such leaks are the responsibility of the unit owner in the event damage is caused to units owned by others; and

WHEREAS, information has also been disseminated to unit owners and residents of the need for maintenance and the availability of some equipment to help prevent water from leaking from one unit to another unit;

NOW, THEREFORE, be it

RESOLVED, that in the event water leaks from one unit to another unit including, but not limited to, from a water heater, water softeners, toilets, tubs, showers, washers, drier vents, sinks, air conditioners, the owner of the leaking unit shall be strictly liable for any and all damage caused to any other unit and the personal property of the owners and/or tenants of a unit which is subject to the leak(s); and it is further

RESOLVED, that the owners of units shall provide a copy of this resolution to their insurance carrier providing coverage for their condominium unit and shall ensure that such coverage will cover any and all damage caused to units owned by others by the leaking from their unit, whether or not brought about by the negligence of the owner or resident; and it is further

RESOLVED, that any owner of a unit, who does not maintain such insurance shall, nevertheless, be responsible for all damage incurred to any impacted unit and any personal property as a result of water leaking from such unit.

BE IT FURTHER RESOLVED, that by reason of the vote of the owners in Hampton Place Community Association, Inc. that the Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens and By-Laws be amended to reflect this change.

IN WITNESS WHEREOF, we have hereunto set our hand this _____ day of _____, 2009.

Jeanne Aurelia, President

Date

Print Name