

**McCormick Place Condominium A**  
**Condominium Rules**  
**November 12, 2014**

The rules and regulations provided for in the “Conveyances and Condominium Declaration Establishing McCormick Place Condominium A” and in the “By-Laws of McCormick Place Condominium A” are spread through out both documents and may be found in several places.

The Board of Managers of McCormick Place Condominium A has extracted the Rules and tried to make them more understandable and easier to find. The documents included are a compilation of these rules.

The “Conveyances and Condominium Declaration Establishing McCormick Place Condominium A”, the “Bylaws of McCormick Place Condominium A”, this copy of “McCormick Place Condominium A – Condominium Rules”, and any approved “Requests for Approval Forms” must be transferred to the new owner when a unit is sold.

## **Condominium Rules November 12, 2014**

The condominium rules and regulations that are listed here are in the documents that everyone signed when McCormick Condominium A was established. These are the same rules and regulations that were in the original documents when McCormick Place was a Homeowners Association. The rules and regulations in the original documents are scattered throughout the documents and are not easy to find or understand. For this reason, the Board of Managers has extracted the Rules and clarified them to make them easier to find and understand, not because we are having any problems or anticipate any problems.

These rules may seem overwhelming and unnecessary but they are here to protect everyone and keep McCormick Place a beautiful and comfortable place to live. There are a lot of rules but if you look at them, they are reasonable and probably something we all would have practiced in our previous homes. Because we all belong to the organization known as “McCormick Place Condominium A”, there are parts of the rules that help protect us from liability for workers injuries (requirements that vendors carry \$1,000,000 in liability insurance to work here). The Board of Managers is reasonable and does not plan to limit the things you want to do around your homes. They are bound by law to operate within the confines of the documents that we all signed.

You will notice that a late fee has been established for paying our monthly assessment. The original condominium documents did say that a reasonable late fee could be charged but didn't establish a specific amount. In checking with Kenrick, our management company, they indicated that most Condominiums have a late fee. Therefore, the Board of Managers has established a late fee of \$10. (See Rules for Paying Monthly Assessment) The Board of Managers does not plan to have Kenrick start collecting this late fee until after March 1, 2015 to give everyone time to adjust to this new late charge.

The Board of Managers encourages everyone to review these rules, and if you have questions, contact the Board of Managers.

Sincerely,

Edwin Berlew, President  
McCormick Place Condominium A  
Board of Managers

**McCormick Place Condominium A  
Brockport, NY 14420**

**Introduction to the Rules**

- I. The basis for these Rules are provided for in the “CONVEYANCES AND CONDOMINIUM DECLARATION ESTABLISHING McCORMICK PLACE CONDOMINIUM A” and the “BY-LAWS OF McCORMICK PLACE CONDOMINIUM A”
- A. The Rules contained herein **DO NOT** preclude, replace or redefine those as referenced in above documents.
- B. The purpose of these Rules is to make clear, qualify and /or supplement those referenced in the above documents.
- C. Any interpretation, clarification and /or question regarding these Rules, the Rules as referenced in the “CONVEYANCES AND CONDOMINIUM DECLARATION ESTABLISHING McCORMICK PLACE CONDOMINIUM A” and in the “BY-LAWS OF McCORMICK PLACE CONDOMINIUM A” or how they interface with each other should be directed in writing to the McCormick Place Condominium A Board of Managers.
- II. In the case of any conflict between Rules, the following hierarchy, with A being the highest, will always determine which rule is the governing rule.
- A. The Certificate of Incorporation of the Association
- B. The Declaration of Covenants, Conditions, Easements and Restrictions
- C. The By-Laws of the Association
- D. These Rules and Regulations.
- III. For clarification purposes McCormick Place Condominium A may also be referred to as MCPA throughout these Rules and Regulations.
- IV. DEFAULT INDEMNIFICATION**

The “CONVEYANCES AND CONDOMINIUM DECLARATION ESTABLISHING McCORMICK PLACE CONDOMINIUM A” and in the “BY-LAWS OF McCORMICK PLACE CONDOMINIUM A” grants certain rights and privileges to each Member of McCormick Place Condominium A for the use of MPCA Common Area. By exercising any of these rights and/or privileges a Member by default agrees to indemnify the MPCA and hold harmless from claims, causes of actions, lawsuits, including reasonable attorney’s fees, and any other matters arising out of Members use of the MPCA Common Area.

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## Glossary of Terms for Rules

For an interpretation of any term herein or ruling on a term not contained herein, please contact the McCormick Place Condominium A (MPCA) Board of Managers in writing.

### **McCORMICK PLACE CONDOMINIUM A**

Also know as MPCA in the Rules that follow. This is the official name of the organization of which all Unit Owners are a member. The Board of Managers runs McCormick Place Condominium A.

### **ADDITION**

(I.E.: sunroom, enclosed porch, partially enclosed porch, designed patio enclosure and the like as **interpreted and required by assessment rules and tax purposes of the Town of Sweden Tax Assessor**) shall mean any addition to the original designed architecture added after the date of Purchase Closing of the original dwelling from the builder or previous owner which:

- A. Regardless of its foundation type, foundation manner or foundation make-up, is constructed of walls, and roof as an enclosed, protected living space whether heated or not and which is permanently attached or, in any manner, affixed to the primary dwelling .....**OR**.....
- B. Any construction placed on perimeter footings typically of the type used to meet year around building code requirements.

### **COMMON AREA (ELEMENT)**

Shall mean all of the Property, except for the Units and the Buildings, as more particularly described in Conveyances and Declaration, Article V, Section 5.01, page 6

### **DECK**

A seasonal, stilted and/or peered floor, roofless and without walls, surface attached or unattached to the dwelling or its footprint and placed over the Common Area.

### **DECORATIONS and ORNAMENTS**

Decorations are usually affixed to the dwelling and ornaments are usually placed in shrub beds, on walkways, etc.

### **FREESTANDING FLAGPOLE**

This references the Rule for Freestanding Flagpoles as it relates to location, size, installation, etc.

### **FOOTPRINT**

The area of land directly under a dwelling.

**GARDEN FLAG**

That of a size usually up to twelve inches (12”) by fifteen inches (15”) designed or intended to hang from a metal or like frame and stuck into the ground.

**GRADE**

The slope of the land around a dwelling, etc.

**GOOD TASTE,  
GENERAL PUBLIC GOOD,  
PUBLIC WELL BEEING**

Shall be left to the sole interpretation, judgment and majority vote of the MPCA Board of Managers. In making its decision, The Board is encouraged to seek opinions from other Members and record these opinions as part of the voting minutes.

**LANDSCAPING MAINTENANCE**

All turf, shrub beds, shrubs and trees of the Common Area which are:  
A. Initially installed by the Sponsor/Builder as part of the residence contract with the homeowner or with the MPCA.  
B. Additionally established by the MPCA.  
C. Additionally established by the owner with Board of Managers approval.

**MAILBOX**

The MPCA will be responsible for maintenance and replacement of the mailboxes.

**OBJECTIONABLE LIGHTS**

Electrical or any other artificially produced lighting that imposes on a neighbor’s right to privacy, annoyance or creates a safety hazard.

**PATIO SURFACE**

A specifically prepared recreational surface, without a permanent cover, attached or unattached to the dwelling or its footprint, placed on top of the Common Area at grade level.

**POLED FLAG OR BANNER**

That of a size usually up to three feet (3’) by five feet (5’) designed or intended to be mounted on a pole, which is customarily mounted in a holder, affixed to a dwelling.

**PUBLIC SIDEWALKS**

Those specifically prepared surfaces running parallel with the Public Street and usually separated from the Public Street by a narrow strip of MPCA Common Area.

**PUBLIC STREET**

That specifically prepared surface usually bordered by a drainage culvert by which vehicular traffic is afforded access to and from driveways and which is maintained by the Village of Brockport.

**UNIT**

Unit shall mean and refer to a living unit, including the dwelling, garage, driveway, deck and patio, which is designated in the declaration and intended for separate occupancy and use as a residence.

**UNIT OWNER**

Unit Owner shall mean and refer to the record owner of a Unit in the Condominium, may also be called Homeowner.

## **Repairs and Maintenance Responsibilities**

- I. Repairs and Maintenance which are the Responsibility of and at the cost of the Board of Managers and shall be allocated to the Unit Owners as common expenses**  
(Conveyances and Condominium Declaration, Article VI, Section 6.01, Pages 9 & 10)
- A. Maintenance, repair and replacement of all driveways and walkways to the front door
  - B. Snow removal from all driveways and sidewalks to the front door
  - C. Maintenance of all lawns and landscaped areas installed by or at the direction of the Sponsor or the Board of Managers on the Property
  - D. Maintenance of all shrubbery and other plantings installed by or at the direction of the Sponsor or the Board of Managers on the Property
  - E. Property roadside fences and signs
  - F. Maintenance, repair and replacement of fire hydrants, main wires, conduits, and utility lines servicing the Units and located on the Property and for which a utility company or other public entity is not responsibility.
  - G. Exterior maintenance of the Building and Units
    - 1. Paint, stain, and repair exterior building surfaces
    - 2. Replace and protect roofs, gutters, and down spouts
- II. Repairs and Maintenance which are the Responsibility of the Unit Owners**  
(Conveyances and Condominium Declaration, Article VI, Sections 6.01& 602 Page 10)
- A. Patios and decks.
  - B. Glass surfaces, doors, screens or screen/storm doors
  - C. Interior of any Unit
  - D. Fixtures or mechanical systems in a Unit
  - E. Any gardens, flower beds, bushes or trees added by the Unit owner with the permission of the Board of Managers
  - F. Any improvements made to the exterior of the Unit by the Unit owner with the permission of the Board of Managers.
  - G. Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 6.01 above but which is caused by a negligent or willful act or omission of a Unit owner, etc. shall be made at the cost and expense of such Unit Owner. (See Article VI, Section 6.02 on Page 10)



# Rules for Paying Monthly Assessment

(A.K.A. Condo Dues)

## I. DEFINITIONS

- A. Monthly Common Charges and Assessments and penalties are provided for in the BY-LAWS OF McCORMICK PLACE CONDOMINIUM A, ARTICLE V, Section 5.02, pages 13 and 14.
- B. For an interpretation of any term herein or question of this Rule's intent, contact the MPCA Board of Managers.

## II. WHEN DUE

- A. A Monthly Assessment is due to be received at Kenrick Corporation no later than the first (1<sup>st</sup>) day of each month.
- B. The MPCA shall not send bills but Kenrick Corporation will provide coupon books as a reminder.
- C. The coupon books will specify how to make out the check. Other payment arrangements can be made with Kenrick Corporation.

## III. PAYMENTS FOR MULTIPLE MONTHS

Payment of Monthly Assessments for multiple months in advance is allowed. Please include the payment coupons for each month that the payment represents when sending the payment to Kenrick Corporation.

## IV. LATE MONTHLY ASSESSMENT

- A. If a Monthly Assessment is not received by the **fifth** (5<sup>th</sup>) day of the month:
  - 1. A \$10 **Late Penalty** shall be added to the Monthly Assessment amount.

For example:

Monthly Assessment .....	\$137.00	(Example amount only)
\$10 Late Penalty.....	<u>\$10.00</u>	
TOTAL DUE.....	\$147.00	

- 2. Kenrick Corporation shall send an appropriate Late Notice to the delinquent member.

- B. If a Monthly Assessment is not received by the thirtieth (30<sup>th</sup>) day of each month:
  - 1. The **Late Penalty** as provided in IV. A. 1 shall remain applicable.
  - 2. A 1½ percent interest charge (18 percent per annum) shall be added for any unpaid balance of the primary Monthly Assessment amount.

For example:

Monthly Assessment.....	\$137.00	(Example amount only)
1 1/2% interest .....	\$2.06	
\$10 Late Penalty.....	<u>\$10.00</u>	
Total Due .....	149.06	

3. Kenrick Corporation shall send an appropriate Late Notice to the delinquent member.

V. FURTHER FINES

- A. The penalties for delinquency or non-payment of Monthly Assessments are inherent to this Rule. Therefore, no further fines or penalties as provided under the Rules for Fines shall be applicable.
- B. **Monthly Assessments that are past due by more than 60 days shall cause the MPCA Board of Managers to take appropriate action (i.e. Legal, Collection Agency, Lien Attachment, Foreclosure, etc.) to collect the fine. The homeowner will bear all costs. (See the BY-LAWS OF McCORMICK PLACE CONDOMINIUM A, ARTICLE V, SECTIONS 5.02 AND 5.03 ON PAGES 13 AND 14 OF THE By-Laws)**

## Rules for Penalties and Fines

For infractions of MPCA Declarations, By-Laws and/or Rules and Regulations which are within the governing authority of the MPCA Board of Managers, the following “due process” for accessing a Fine upon the offending member(s) shall apply: (The initial fine will be \$50.) (Conveyances and Condominium Declaration, Article VI, Section 6.09 page 13)

### I. **NOTIFICATION**

- A. The MPCA Board of Managers shall send a United States Post Office Certified Mail letter with Return Receipt Requested to the offending MPCA Member indication:
1. The alleged infraction
  2. The Declaration, By-Law and/or Rule and Regulation (and copy thereof) upon which the infraction is alleged.
  3. The amount of the Fine and how it is to be remitted to the MPCA.
  4. Instructions for Member recourse within 10 days of the date of the MPCA Board of Managers letter.

The member may either:

- a) Correct the infraction and comply with the rule and the fine will be dismissed.

OR

- b) Send a United States Post Office Certified Mail letter with Return Receipt Requested to the President of the MPCA Board of Managers defining why an infraction has not been committed and/or the fine should not be levied.

OR

- c) Request a meeting with the MPCA Board of Managers through the Board’s President to express why the infraction has not been committed and /or the fine should not be levied.

### II. **RESOLUTION**

- A. If the Member does not respond as provided in paragraph I.A.4 of this Rule, the MPCA Board of Managers shall have no alternative but to conclude that the infraction was committed and the fine levied will be paid by the violating Member.
- B. If the Member responds in accordance with paragraph I.A.4, the MPCA Board of Managers shall, at their convenience but not later than 30 calendar days after the date of the Member’s response, either review the letter received from the Member and/or meet with the Member as requested. After such review of the Member’s letter and/or meeting with the Member, the MPCA Board of Managers shall, in Executive Session and by a majority of the full Board of Managers, decide whether the Member’s appeal is persuasive or non-persuasive. Within 48 hours after their vote, the MPCA Board of Managers shall communicate the results to the member by United States Post Office Certified Mail letter with Return Receipt Requested.

III. **FINES**

- A. Any fine levied as a result of paragraph II.A of this Rule shall be due to the MPCA no later than 14 calendar days from the date of the Return Receipt Request from the originating Certified Mail letter to the Member.
- B. Any fine levied as a result of paragraph II.B of this Rule shall be due to the MPCA no later than 14 calendar days from the date of the Return Receipt Request of the Certified Mail letter the Member notifying the Member of the MPCA Board of Managers voted decision.

IV. **LATE PAYMENT FINES**

- A. Fines that are past due beyond the 14<sup>th</sup> day shall be penalized as follows:  
A 1.5 percent interest charge (18 percent per annum) shall be added for any unpaid balance of the fine amount. In addition, a 10 percent Service Fee will be added.

For example:

Fine .....	\$50.00
1.5% interest .....	\$.75
10% service fee .....	<u>\$5.00</u>
Total .....	<u><b>\$55.75</b></u>

- B. Fines that are past due by more than 30 days beyond the 14<sup>th</sup> day shall be doubled and compounded for each additional 30-day period that they are past due.

For example, on a \$50.00 base fine:

<u>After 30 Days</u>	<u>After 60 Days</u>	<u>After 90 Days</u>	<u>Etc.</u>
\$100.00*	\$200.00*	\$400.00*	etc.*

\*Plus interest of 1.5% and a 10% Service Fee

- C. Fines that are past due by more than 90 days shall cause the MPCA Board of Managers to take appropriate action (i.e. Legal, Collection Agency, Lien attachment, Foreclosure, etc.) to collect the fine. The Homeowner will bear all costs.

## Rules For An Addition To A Unit

### I. DEFINITIONS

- A. **No additions shall be made to a Unit without the written approval of the MPCA Board of Managers.** (Conveyances and Condominium Declaration, Article VII, Sections 7.01, 7.02, and 7.04 through 7.09, pages 13-16)
- B. For an interpretation of any term herein or question of this Rule's intent, contact the MPCA Board of Managers.

### II. ADDITION APPROVAL AND BEFORE CONSTRUCTION BEGINS

- A. A Unit owner shall be permitted to construct an addition to the Unit (including a deck or patio) in a location, manner to and ONLY, abiding with the following:
  - 1. Unless required differently for health reasons, which must be supported by professional medical documentation, an addition may only be placed on the rear of a Unit.
  - 2. The Unit owner submits to the MPCA Board of Managers a Request for Approval Form indicating a proposed location of the addition on an instrument (tape) map accompanied by architectural and grade drawings showing elevation perspectives as the addition relates to the Unit. **A simple drawing showing the location, size and description of materials to be used may be sufficient for a patio request.**
  - 3. The Board of Managers may charge and collect a reasonable fee for the examination of plans submitted for approval, including any fees which may be charged by architects, engineers or attorneys retained by the Board of Managers in connection with the review of such plans.
  - 4. Provide to the MPCA Board of Managers a Contractor's Certificate of Liability Insurance in the amount of one million dollars (\$1,000,000.00) covering this activity which will require utilitarian use of the MPCA Common Area.
  - 5. Obtain a Village of Brockport and/or Town of Sweden Building Permit and suitably post it at the construction location for code compliance inspection.
  - 6. At the Unit owner's expense, **and as required by the Town of Sweden Tax Assessor**, have the tax appraisal records for the revised Unit footprint.
  - 7. The Unit Owner shall be responsible for all costs for the proposed addition or alteration to the Unit. Such Unit owner also agrees to indemnify and forever hold the Board of Managers and the Condominium harmless for any liability or expenses incurred by the Board of Managers in connection therewith, including reasonable attorney's fees. (See Article VII, Section 7.08 and 7.09, pages 15-16)

### III. CONSTRUCTION

- A. The contractor must follow the exact plans as attached to the MPCA Board of Managers written approval.
- B. The MPCA Board of Managers must first approve any changes from the originally approved plans, in writing, before implementation.
- C. The contractor has 90 days, from initial delivery of materials, to finish all exterior work.

- D. Static construction activity including, but not limited to, excavation material, raw materials, waste materials, etc. of any sort should not be placed in such a position or manner that it can be seen from the public street when viewed from in front of the respective Unit, unless construction is being done in front of the Unit.
- E. The contractor shall be required to clean up and contain all waste materials at the completion of each day of construction.

**IV. CONSTRUCTION COMPLETION**

- A. The Unit owner shall submit a copy of the Certificate of Occupancy to the MPCA Board of Managers.
- B. The Unit owner shall submit to the MPCA Board of Managers an as-built survey showing the exact location of the completed addition.
- C. The Unit owner shall have all damaged MPCA Common Area affected by the construction activity repaired to the MPCA Landscaping standard. This repair must be made within 15 days of the issuance of the Certificate of Occupancy, weather permitting.

# Rules For Decorations And Ornaments

## I. DEFINITIONS

- A. Refer to the “Glossary of Terms” for an interpretation of Common Area, Decorations and Ornaments, Garden Flag, General Public Good, Good Taste, and Public Well Being.
- B. For an interpretation of any term herein or question of this Rule’s intent, contact the MPCA Board of Managers.

## II. GENERAL RULES

The use of decorations/ornaments by homeowners, either placed in the Common Area shrub beds surrounding the exterior of a dwelling or on the exterior of the dwelling or on the interior of a dwelling so placed as to be viewed from the exterior of the dwelling, shall be allowed provided said displays are in good taste and carry no message that is contrary to accepted general public good and /or public well being. **(Large silhouettes and Placards (i.e.: bent over fat ladies) are not allowed.)**

- A.
- B. The decorations/ornaments will not be harmful to the environment.
- C. The decorations/ornaments will not be a safety hazard.
- D. Please be considerate of neighbors as to sound and lighting when planning the decorations.
- E. Poled flags are mounted to the dwelling.
- F. All displays are to be in good taste and kept in good repair.
- G. The McCormick Place Condominium A shall have no responsibility with regard to the installation, cost thereof or any maintenance of the decorations/ornaments.
- H. The MPCA and any of its contractors are not responsible for any damage done to the homeowner’s decorations/ornaments placed in the Common Area shrub/tree bed(s).

## III. PATRIOTIC DISPLAYS

Displays of National Patriotism are encouraged at all times of the year provided that proper etiquette for the use and display of National (United States of America) colors, flags and emblems is followed. These poled flags are customarily mounted in a holder affixed to a dwelling. For freestanding flagpoles see **“Rules for Freestanding Flagpoles.”**

## IV. SUPPORT OF ATHLETIC EVENTS

Displays that support the efforts, progress or any endeavors of local or professional sporting events and/or teams shall be limited to the day of play.

## V. POLITICAL & POLITICAL CAMPAIGN SIGNS

Displays that support any political affiliation, political candidate or any politics or political endeavors in general shall not be allowed. **(Conveyances and Condominium Declaration, Article XII, Section 12.07 “Advertising and Signs” page 22)**

## VI. SEASONAL & SPECIAL DAY DISPLAYS

Please use common sense as to initial installation and duration of the display.

# **Rules For Freestanding Flagpoles**

## **I. DEFINITIONS**

For an interpretation of any term herein or question of this Rule's intent, contact the MPCA Board of Managers.

## **II. APPROVAL PROCESS**

All requests for a freestanding flagpole must first be approved by the MPCA by submitting a Request for Approval Form.

## **III. RULES**

- A. Correct flag etiquette must be followed at all times.
- B. Only the USA flag may be flown on the flagpole.
- C. Damaged flags must be disposed of appropriately through a Veterans' Organization.
- D. The HOMEOWNER is responsible for cost, installation, materials, maintenance, repairs and ALL liability issues as it relates to the flagpole.
- E. There may be no sound annoyance emanating from the flagpole.
- F. If the homeowner chooses to have the flag lit, they are responsible for having the light shine only on the flag and not cause an annoyance to any other resident.
- G. Flagpoles exceeding a three (3) degrees tilt are required to be straightened.

## **IV. LOACATION OF FLAGPOLE**

- A. The flagpole and light must be enclosed within the front shrub bed or in an approved gardening area to the front of the home.
- B. The flagpole must be in a direct line-of-sight from the Homeowners front door.
- C. The flag must be able to fly freely.
- D. It is suggested that the location be allowed to settle at least two winters before installation. This will minimize the possibility of the flagpole tilting.

## **V. SIZE**

- A. Maximum flagpole height AFTER installation is not to exceed 16 feet including ornament.
- B. Flag size may not exceed three feet by five feet (3' x 5')

## **VI. INSTALLATION**

- A. Flagpole and/or sleeve must be cemented into the ground per manufacturer's recommendations.
- B. Homeowner is responsible for obtaining a utility stakeout before starting installation. Phone 1-800-962-7962 for a free utility stakeout of all pipes and wires coming into the dwelling and their in-ground depth. All utility and service companies will automatically be notified.



# Rules for Installing a Natural Gas Powered Generator in the Common Area

## I. DEFINITIONS

- A. Refer to the “Glossary of Terms” for an interpretation of Addition, Grade, Footprint, Common Area and Public Street.
- B. For an interpretation of any term herein or question of this Rule’s intent, contact the MPCA Board of Managers.

## II. APPROVAL AND CONSTRUCTION

- A. A Unit Owner shall be permitted to install a natural gas powered generator by strictly abiding with the following:
  - 1. Before construction begins, the owner must first submit a Request for Approval Form detailing a proposed layout to the Board of Managers of the Condominium.
  - 2. Before construction begins, a preliminary inspection of the gas pressure and electrical service at the residence must be conducted by RG&E and National Grid or by the contractor. A copy of this report must be filed with the Village of Brockport Building inspector. It might be necessary for the Unit Owner to upgrade their gas meter.
  - 3. At the completion of the final inspection, the Unit Owner must provide the Board of Managers with a copy of the Certificate of Compliance received from the Village of Brockport. This will be kept in the Unit’s permanent file.
  - 4. All generators must be located in the common area at the rear of the residence and be centrally located. The generator must be installed to meet the Village of Brockport requirements. The location of the generator shall not inhibit the maintenance of the lawn or any landscape activity within the common area. No exceptions. At a minimum, two sides of the generator must be protected by shrubs/bushes or a landscape bed sufficient to alert Landscapers to the existence of the generator.
  - 5. All generators must be programmed to conduct their test startups between the hours of 12:00PM to 4:00PM. This weekly exercise must be performed on weekdays only, **NO WEEKEND DAYS PERMITTED.** Generator noise is not to exceed 66DB.
  - 6. All gas piping and electrical wiring must be installed to meet Village of Brockport and NEC requirements.
  - 7. This installation requires a Village of Brockport Permit obtained by the Unit Owner and suitably posted at the location for code compliance and Final Inspection.
  - 8. This installation must be completed by a professional contractor.
  - 9. Before construction begins, provide to the MPCA Board of Manager’s a Contractor’s Certificate of Liability insurance in the amount of one million dollars (\$1,000,000.00) covering this activity which will require utilitarian use of the Condominium’s Common Area. The Condominium must be named as an “Additionally Insured on a primary and if available, Non-contributory Basis”. A copy of the endorsement is also required.

10. The owner, within 15 days of completion of the installation, shall have all damaged Common Area affected by the installation activity, repaired to the standard with similar materials of the current Condominium Landscape Maintenance Rules.
11. The owner agrees to be solely responsible for the maintenance, repair, and upkeep of the equipment and the Condominium shall have absolutely no responsibility whatsoever with regard to the equipment.
12. The Unit Owner and Contractor shall indemnify, defend and hold the Condominium, the MPCA Board of Managers, the Condominium's Officers, harmless from and against any and all liability or property damage claims by or on behalf of any activity arising out of or in connection with the performance and/or conduct of the Unit Owner, the Contractor, the Contractor's employees, the Contractor's sub-contractor's, the Contractor's equipment operation and the handling, equipment repair, disrepair, and/or any materials used by the Contractor pursuant to the Contractor's services and the approved activity on Condominium property.

**NOTE:** If you have any questions or concerns, please contact a Board Member.

# Rules for Landscaping

## **I. DEFINITIONS**

- A. Refer to the “Glossary of Terms” for an interpretation of COMMON AREA and LANDSCAPING MAINTENANCE
- B. For an interpretation of any term herein or question of this Rule’s intent, contact the MPCA Board of Managers.

## **II. Landscaping care & maintenance**

- A. The MPCA, unless otherwise explicitly referenced below, shall have total landscape maintenance, control and responsibility for all Common Areas to include:
  - 1. Turf cutting, trimming, trimming removal
  - 2. Turf fertilization, weed control, insect control as they affect turf vegetation.
  - 3. Initial Developer/Builder and MPCA established shrub beds and shrubs including their weeding, mulching, fertilization and pruning.
  - 4. Initial Developer/Builder and MPCA established tree maintenance.
- B. Upon the “Closing” of a dwelling by a resident, whether their occupancy of said dwelling is immediate or not and until the dwelling is sold to another party, homeowners shall, at their own cost, be continuously responsible to assist the MPCA by applying sufficient water to promote healthy vegetation growth and the effective of MPCA applied fertilizer, insect and weed control, etc. to that Common Area which:
  - 1. Is to the entire front and rear of their dwelling including shrub and tree beds.
  - 2. Is at least one-half the distance between the dwellings to either side. (If there is no dwelling to either side, then side-watering responsibility shall be limited to a distance of ten feet.)

## **III. ALLOWED BY HOMEOWNERS**

- A. Display flowers in hanging baskets or similar planters on their porch (s) and/or attached to their dwelling (i.e.: window boxes).
- B. Display flowers in original Builder shrub or tree beds either in planters or in the ground.
- C. Establish or introduce into the ground, new beds, shrubs or trees with the written approval of the MPCA Board of Managers. (Must submit a Request for Approval Form.)
- D. Display potted real or artificial flowers.
- E. May apply “spot application” only of weed killer to a very few weeds in the Common Area near their home. No spreaders may be used, only hand held applicators.
- F. May apply insect control immediately adjacent to the foundation of their home to control insects, i.e. ants, spiders, etc.
- G. May elect to prune the initial builder’s shrubs adjacent to their home. The homeowner will provide the MPCA with a written letter informing the MPCA of their desire to do their own pruning and request that the MPCA contractor not prune. In the event a shrub dies during the period the homeowner is doing their own pruning they are responsible for replacing with the same type of shrub or the MPCA will replace the shrub and bill the homeowner. The homeowner should use common sense in keeping their shrubs similar to those around them. An owner’s election to prune their own shrubs has no affect on their MPCA monthly dues.

#### **IV. RESTRICTIONS AND REQUIREMENTS ON HOMEOWNERS**

##### **A. Homeowners may NOT:**

1. Cut, trim or otherwise manicure any Common Area lawn including that immediately adjacent to their dwelling.
2. Remove, replace any shrubs within the initial developer/builder installed beds without the written approval of the MPCA Board of Managers. (Must submit a Request for Approval Form.)
3. Place ornaments or decorations of any type or theme on turf areas without approval from the MPCA Board of Managers. (Must submit a Request for Approval Form.)

#### **V. PROCEDURE AND OBLIGATIONS FOR INSTALLING BEDS, BED PLANTINGS, TREES AND BED ORNAMENTS, ETC.**

##### **A. Bed, Bed Plantings installation requires a home owner to:**

1. Submit a Request for Approval Form to the MPCA Board of Managers along with an overview dimensional diagram showing bed(s) location in relationship to their dwelling.
2. Attend, if asked, (or be suitably represented) to answer questions at the Board of Manager's meeting which will discuss the request.
3. Not commence installation of said request in any manner or way until the MPCA Secretary notifies you of approval.
4. Install a hard rubber (or similar design) border between the bed and the Common Area turf.
5. Understand that the repair of any damage or disruption to any Common Area as a result of the installation, maintenance of the bed and/or plants is solely your responsibility and must be completed within 15 days weather permitting.

##### **B. Tree installation requires a Homeowner to:**

1. Submit a Request for Approval Form to the MPCA Board of Managers along with a dimensional diagram showing tree(s) location in relationship to their dwelling.
2. Include with the request, proof that you have acquired a survey indication where underground utility services are located.
3. Attend, if asked, (or be suitably represented) at the Board of Manager's meeting which will discuss the request.
4. Not commence installation of said request in any manner or way until the MPCA Secretary notifies you of approval.
5. Fully understand and agree that this tree becomes owned by the MPCA upon its introduction into the ground.
6. Understand that the repair of any damage or disruption to any Common Area as a result of the installation and/or maintenance of tree(s) is solely your responsibility and must be completed within 15 days weather permitting.

#### **VI. INDEMNIFICATION**

The MPCA and its contractors are not responsible for any damage to Homeowner introduced plants, decorations or ornaments.

## Rules for Leasing/Renting Your Unit

### **I. PURPOSE**

- A. This document is meant to provide Unit Owner(s) with the requirements for leasing their Unit. It is also a step in protecting the Condominium's status as a community for persons 55 years of age or older.

### **II. DOCUMENTS**

- A. The Unit Owner(s) must provide the following documents for prospective renter(s) to view. Copies of these documents must be kept in the Unit for tenants to reference.
  - 1. Condominium Conveyances and Declaration, By-laws, and Rules and Regulations.
  - 2. Amendments to any of the documents in 1 above.

### **III. REFERENCES**

- A. The following items reference renting, occupancy, and use restrictions on Units in McCormick Place Condominium A. This is not an all-inclusive list.
  - 1. Renting of Units - Article IV, Section 4.05, of Conveyances and Declaration, page 6.
    - a. Units may not be rented to anyone under the age of 55 years.
    - b. Rental must be for a minimum period of 30 days.
    - c. Other residents may not be younger than 18 years of age.
    - d. Any resident between 18 and 55 years of age must be an immediate family member (son or daughter, brother or sister, etc.) of a tenant who is at least 55 years of age.
  - 2. Residential Use Only – Article VI, Section 6.04(a) of Conveyances and Declaration, page 11.
  - 3. Commercial and Professional Activity on Property – Article VI, Section 6.04(c) of Conveyances and Declaration, page 12.
  - 4. Selling and Leasing Units – Article VIII, Section 8.01 of the By-Laws, page 20.
  - 5. Pets – Article XII, Section 12.15 of Conveyances and Condominium Declaration, pages 23 and 24.

### **IV. RESPONSIBILITY**

- A. The Unit Owner bears all responsibility for the actions of the occupants of that Unit. All regulations, rules, etc., governing the Condominium also govern the occupants of the rented Unit.

### **V. REQUIREMENTS (UNIT OWNER)**

- A. Total occupancy is limited to 2 persons per recorded floor plan bedroom. This does not apply to the temporary occupancy by short-term (two (2) weeks maximum) visitors to the Unit.
- B. Subletting of Unit must first be approved by the Condominium Board of Managers.
- C. A form acknowledging the providing and receiving of the Declaration, By-Laws and Rules and Regulations must be signed by the Unit Owner(s) and the Tenant(s). This form, the "Governing Documents Acknowledgment Form", will be provided by the

Condominium's Board of Managers and must be executed at the initial leasing and each renewal of the lease, as well as any time there is a change of tenants.

**VI. REQUIREMENTS (LEASE/RENTAL AGREEMENT)**

- A. The Lease/Rental agreement must contain a statement that the person(s) signing the lease will be the primary occupant(s) of the Unit.
- B. The Lease/Rental agreement must provide in writing for full compliance by the tenants with the Declaration, By-Laws and Rules and Regulations of the Condominium.
- C. The Lease/Rental agreement must include the names of ALL residents, their ages, relationship and contact information for the Tenant(s). Age may be indicated by a range, i.e. for tenants use “55 or older”, for others use between 18 and 55”.

## Rules for Pets

### **I. DEFINITIONS**

For an interpretation of any term herein or question of the Rule's intent, contact the MPCA Board of Managers.

### **II. HOMEOWNER RESTRICTIONS:**

In addition to the restrictions found in the Conveyances and Condominium Declaration, Article XII, Section 12.15, pages 23 and 24, the following apply:

- A. Two (2) house pets are allowed in McCormick Place Condominium A
  - 1. There is a limit of two cats OR two dogs – OR one cat and one dog, for a maximum number of TWO (2) pets.
- B. No pet shall weigh over twenty (20) pounds.
- C. **All owners of record as of January 16, 2013 are “grand-fathered” with regard to A and B above with the understanding that as a pet passes on, it is not replaced until such time as the allowed number of pets (2) is achieved and the weight of the new pet is not over (20) pounds.**
- D. Each owner is responsible for his or her pet(s). They must maintain control over them, clean up after them and keep them from becoming a nuisance to the neighbors.
- E. Other small pets, such as birds or fish, may be kept in the home.
- F. The Village of Brockport has a leash law for all dogs.

## **Rules for Satellite Antennas**

### **I. DEFINITIONS**

- A. Refer to the “Glossary of Terms” for an interpretation of Satellite Antenna.
- B. See the Conveyances and Condominium Declaration, Article XII, Section 12.18, page 24 for the stated rule.
- C. For an interpretation of any term herein or question of this Rule’s intent, contact the MPCA Board of Managers.

### **II. REQUIREMENTS**

- A. Dwellings owners shall be allowed to affix a satellite antenna to their homes as follows:
  - 1. The dwelling owner must submit a Request for Approval Form to the MPCA Board of Managers.
  - 2. The dwelling owner must receive approval from the MPCA Board of Managers before installation.
  - 3. The MPCA Board of Managers shall only consider approval of a satellite antenna when the satellite antenna is placed on the side, rear, or roof of the dwelling.
  - 4. If placed on a roof, no part of the satellite antenna or its mounting shall be seen from the center of the street in front of the respective dwelling.
  - 5. No portion of a satellite antenna or its mounting may project more than 3 feet beyond the dwelling to which it is affixed and must be a minimum clearance of 8 feet above the grade.



## **Rules for Selling Your Unit**

### **I. PURPOSE**

- A. This document is meant to provide Unit Owner(s) with requirements for selling their Unit. It is also a step in protecting the Condominium's status as a community for persons 55 years of age or older. This document should also be given to your attorney to help facilitate pulling all the necessary documents together for the closing.

### **II. DOCUMENTS**

- A. The following documents should be available for prospective buyers to view. At the time of closing these documents must be transferred to the buyer(s).
1. Conveyances and Condominium Declaration Establishing McCormick Place Condominium A
  2. Bylaws of McCormick Place Condominium A
  3. Amendments to any of the documents in 1. Above.
  4. McCormick Place Condominium A – Condominium Rules
  5. Copies of approved “Request for Approval”: forms, i.e.: patio, flower bed, etc.
- B. A “CONFIRMATION OF OWNER STATUS” document will be provided (fee) to the attorneys prior to closing. This document has two (2) parts.
1. The “STATEMENT OF COMMON CHARGES”:
    - a. Discloses dates for which assessments are paid/owed to the Condominium.
    - b. Discloses any current judgements, actions, liens, etc. against the Unit Owner.
  2. The “STATEMENT OF ARCHITECTURAL COMPLIANCE”:
    - a. Discloses compliance with “Rules and Regulations”
    - b. Discloses Buyer's responsibilities in regard to approved requests granted current and prior Unit Owner(s).

### **III. REFERENCES**

- A. The following items reference ownership, occupancy, and use restrictions on Units in McCormick Place Condominium A. This is not an all-inclusive list.
1. Occupancy Restrictions – Article IV, Section 4.04 of Conveyances and Condominium Declaration, pages 5 and 6.
  2. Residential Use only – Article VI, Section 6.04(a) of Conveyances and Condominium Declaration, page 11.
  3. Commercial and Professional Activity of Property – Article VI, Section 6.04(c ) of Conveyances and Condominium Declaration, page 12.
  4. Selling and leasing Units – Article VIII, Section 8.01 of the By-Laws, page 20.
  5. Pets – Article XII, Section 12.15 of Conveyances and Condominium Declaration, pages 23 and 24.

### **IV. REQUIREMENTS**

- A. A form acknowledging the providing and receiving of the Declaration, By-Laws and Rules and Regulations must be signed by the Unit Owner(s) and the Buyer(s). This form, “Governing Documents Acknowledgement Form”, will be provided by the Condominium's Board of Managers and must be executed and returned to the Board of Managers no later than the closing date.

# **Rules for Snow Removal**

## **I. DEFINITIONS**

- A. Refer to the “Glossary of Terms” for an interpretation of Common Area.
- B. For an interpretation of any term herein or question of this Rule’s intent, contact the MPCA Board of Managers.

## **II. SNOW REMOVAL RESPONSIBILITY**

- A. The MPCA, and only the MPCA shall have total Snow Removal control and responsibility for all Common Area which shall include:
  - 1. Dwelling driveways.
  - 2. Dwelling sidewalks to the front door.

## **III. SNOW REMOVAL SPECIFICS**

- A. **VEHICLES PARKED IN DRIVEWAYS:** When a vehicle is parked in a dwelling’s driveway and is interfering with the snow removal process, only snow between the vehicle and Public Street shall be removed.
- B. **MAIL BOXES:** The MPCA Board of Managers will direct its snow removal contractor to do its very best to insure that mail box access is kept clear for both delivery and resident access. It must be noted that, due to civil regulation and insurance purposes, a private contractor, unless authorized to do so by civil authority, may not intentionally plow a public street area.
- C. **FIRE HYDRANTS:** The MPCA Board of Managers recognizes the safety issues in having fire hydrants easily assessable during winter months. While this is not an obligation of the MPCA, the Board will make every effort to provide for the clearing of excessive snow from fire hydrants. Otherwise, the clearing of fire hydrants will be at the good will and cooperation of the members of the MPCA.
- D. **HOMEOWNER CONTRACTED SERVICE:** A homeowner, at their own expense, may contract for additional snow removal and/or deicing services not provided in these Rules, as long as that service does not interfere, in any way, with the activity or service being rendered to the MPCA by its contractor.

## **VI. INDEMNIFICATION**

Any Homeowner who personally clears snow from the MPCA Common Area, or contracts for additional services, does so at their own risk and without any liability to McCormick Place Condominium A.

# **Incident Report Process**

## **I. PURPOSE**

The incident Report Form was developed as a means for Members of the MPCA to report violations of the Declaration of Covenants, Conditions, Easements and Restrictions, the By-Laws, the Rules and Regulations, and other concerns. By following this process the MPCA Board of Managers will have a formal procedure for recording and tracking violations.

## **II. ACTIONS OF THE SECRETARY**

- A. Date the Form when received.
- B. Place Form in “Open Incident” folder
- C. Present “open Incident” folder at each MPCA Board of Managers meeting until resolved.
- D. Upon resolution, file Form in appropriate folder.
- E. Respond to the Originator of an Incident Report when resolved.

## **III. ACTIONS of the BOARD OF MANAGERS**

- A. Review “Open Incident” folder at each Board of Managers meeting.
- B. When appropriate, take necessary action to resolve the incident.

## **IV. COMMUNICATIONS**

- A. Offenders will be notified as specified in the “Rules for Fines”.
- B. Minutes of the MPCA Board of Managers meetings will reflect any actions taken by the Board of Managers.
- C. Members can check the status of an Incident by calling the Secretary.
- D. Secretary will respond to Originator when Incident is resolved.

## **V. EMERGENCY**

The “Incident Report Form” should not be used to report a serious situation that has potential to harm someone or damage property. Instead, report the problem immediately to someone who can take action (i.e. MPCA President, Landscape Committee Chairman, etc.). Always submit an “Incident Report Form” afterwards so the Incident can be properly recorded and tracked.

**McCormick Place Condominium A**  
**Board of Managers**  
**24 McCormick Lane**  
**Brockport, NY 14420**

**Incident Report Form**

I. Incident Date: \_\_\_\_\_

II. Check below all that are pertinent to the incident. Generally, if the incident does not involve the Declaration, the By-Laws, or the Rules and Regulations, the Board of Managers does not have the authority to act.

Declaration of Covenants, Conditions, Easements and Restrictions

Article: \_\_\_\_\_ Section: \_\_\_\_\_

By-Laws

Article: \_\_\_\_\_ Section: \_\_\_\_\_

Rules and Regulations

Additions to a Dwelling

Fines

Pets

Decks or Patios

Flagpoles

Satellite Antennas

Decorations or Ornaments

Landscaping

Snow Removal

Driveways

Paying Monthly Assessment

Natural Gas Generator

Other

Enter brief description: \_\_\_\_\_

III. Does the incident involve another MPCA member?  Yes  No

If no, go to Number IV on back of this form.

Have you discussed the incident with the other MPCA member?  Yes  No

If Yes, what was the result? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If No, why not? The Board of Managers, at its discretion, may choose not to act on an incident if you have not tried to affect a remedy first. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Received by Secretary \_\_\_\_\_

IV. Enter below a description of the incident. If necessary, use additional sheets of paper. Be as factual as possible and include dates, times, observations, other witnesses, etc. to support your report.

Multiple horizontal lines for writing a description of the incident.

V. Sign and date below. Unsigned forms will not be acted upon. Send this form and any supporting documentation, pictures, etc. to the attention of the Secretary. This may be mailed to the address on the front of this form or hand delivered to any member of the Board of Managers.

Signature

Date

Print Name

**McCormick Place Condominium A**  
**Board of Managers**  
**24 McCormick Lane**  
**Brockport, NY 14420**

**Request for Approval Form**

Date: \_\_\_\_\_

From: \_\_\_\_\_

Address: \_\_\_\_\_ Lot # \_\_\_\_\_

Check the appropriate item below. Your request confirms that you have read and understand all Rules pertaining to your request. Don't forget to attach any required documentation or diagrams.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Addition to a Dwelling*        | <input type="checkbox"/> Patio*              | <input type="checkbox"/> Shrub Replacement      |
| <input type="checkbox"/> Deck*                          | <input type="checkbox"/> Satellite Dish/Disc | <input type="checkbox"/> Tree(s)                |
| <input type="checkbox"/> Install Natural Gas Generator* | <input type="checkbox"/> Shrub Rearrangement | <input type="checkbox"/> Freestanding Flagpole  |
| <input type="checkbox"/> New Landscape Bed              | <input type="checkbox"/> Shrub Removal       | <input type="checkbox"/> other – describe below |

\* Requires Contractor's Certificate of Liability Insurance

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The Board of Managers: \_\_\_\_\_ **Approves** \_\_\_\_\_ **denies** your request for the use of the MPCA Common Area as circled above.

1. The Board of Managers grants this permission based on your agreement that your respective request with its appropriate documentation (copy attached) and the Rules and/or conditions applicable which govern your responsibilities, will be strictly adhered to.
2. You agree and understand that any misuse of this Approval, or violation of the Rules governing your particular request, or your misuse of the MPCA Common Area, will be subject to Board of Managers review. At their sole discretion, they may elect a resolution in accordance with the MPCA "Rules for Fines" or with just reason, rescind this Approval at any time and require that the affected Common Area be repaired and/or returned, at your expense, to its pre-development condition.
3. **In consideration of the Board of Managers of McCormick Place Condominium A approving my request, as indicated above, on lands owned by the MPCA, I (we) hereby agree to indemnify and hold the MPCA harmless from claims, causes of actions, lawsuits, including reasonable attorney's fees, and any other matter arising out of the approval granted by the MPCA to me (us).**

Unit Owners Signature: \_\_\_\_\_

MPCA President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**McCormick Place Condominium A  
Board of Managers  
24 McCormick Lane  
Brockport, NY 14420**

**Mortgagee Notification Form**

Date: \_\_\_\_\_

To: McCormick Place Condominium A Board of Managers

From:

Unit Owners Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

I/we currently have a mortgage, or other type loan using my/our Unit as collateral, with:

Enter Bank Name, and Address of Mortgage Dept for notification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we submit this information in compliance with the Condominium Declaration, Article XII, Section 12.03, Mortgages on Units, and Section 12.04, Notice to Mortgagees, page 22, and the By-Laws, Article VIII, Section 8.02, Mortgaging of Units and Notice to Board of Managers, page 20. I/we understand it is my/our responsibility to notify the Board of Managers any time this information changes.

Unit Owner Signature(s): (at least one unit Owner must sign)

\_\_\_\_\_  
\_\_\_\_\_

**McCormick Place Condominium A  
Board of Managers  
24 McCormick Lane  
Brockport, NY 14420**

**Governing Documents Transfer Acknowledgement Form**

**I. PURPOSE**

- A. The purpose of this form is to document the transfer of the McCormick Place Condominium A Governing Documents to the buyer(s) at the time of closing:
1. Conveyances and Condominium Declaration Establishing McCormick Place Condominium A
  2. Bylaws of McCormick Place Condominium A
  3. Amendments to any of the documents in 1. Above.
  4. McCormick Place Condominium A – Condominium Rules
  5. Copies of approved “Request for Approval”: forms, i.e.: patio, flower bed, etc.
- B. This form must be signed by the Unit Owner(s) (Sellers) and the Buyer(s), and returned to the Board of Managers no later than the closing date.

**The above documents have been transferred to the buyer(s):**

_____ Unit Owner(s) (Sellers) Signature	_____ Date
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We have received the above documents:

_____ Buyer(s) (New Owner(s) Signature	_____ Date
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# **Rules for Driveways**

## **I. DEFINITIONS**

For an interpretation of any term herein or question about this Rule's intent, contact the McCormick Place Condominium A (MPCA) Board of Managers in writing.

## **II. REASON FOR NEEDING THIS NEW RULE**

The original builder in this development included the driveway FINISH TOPCOAT as part of his offering plan. A new builder may not choose to provide the driveway FINISH TOPCOAT; therefore, this has raised the need for this new rule.

## **III. DRIVEWAY RESPONSIBILITY**

### **A. THE HOMEOWNER:**

1. Shall have total responsibility for having the builder make corrections to defects of BASE and BINDER BLACKTOP throughout the builder's warranty period.
2. Shall not apply SEALER at any time.
3. May not have a FINISH TOPCOAT applied during the builder's warranty period.
4. If the builder does not supply the FINISH TOPCOAT, the homeowner must have a FINISH TOPCOAT applied during the year after which two (2) winters have passed since the original installation date of the BINDER BLACKTOP.
5. Shall be solely responsible for contracting with and paying directly, the Board of Managers' recommended contractor for the FINISH TOPCOAT installation.
6. Shall submit a Request for Approval Form if the Homeowner chooses to use a contractor other than the one that the Board of Managers' recommends.

### **B. THE McCORMICK PLACE CONDOMINIUM A**

1. Shall be responsible for any damage to any driveway that is caused by any Board of Managers' contractor (i.e.: (snow plow, landscape contractors, etc.) once the Board of Managers' accepts the driveway after the FINISH TOPCOAT has been applied.
2. Shall not be responsible for the maintenance of any driveway until the Board of Managers' recommended contractor applies a FINISH TOPCOAT.
3. Shall use reasonable judgement in solving any questions or disputes with a homeowner relative to the suitability or condition of the BASE and BINDER BLACKTOP prior to the application of the FINISH TOPCOAT.
4. Shall, upon completion of the application of the FINISH TOPCOAT by the Board of Managers' recommended contractor, and presented proof of payment, become immediately responsible for the quality, integrity and ongoing maintenance of the driveway.