

RIDGE MEADOWS HOMEOWNERS' ASSOCIATION INC.
AMENDED & RESTATED RULES AND REGULATIONS

Effective Date: July 24, 2019

Purpose & Authority.

These amended and restated Rules and Regulations are promulgated by the Board of Directors of the Ridge Meadows Homeowners' Association, Inc. (the "Association") for the sound management of the properties subject to the Declaration and By-Laws of the Association (the "Ridge Meadows Community") and pursuant to the powers and duties vested in the Board of Directors thereunder.

Most of these Rules and Regulations have been in force and effect in one form or another since at least 1991 if not since the initial regulations provided under the original Declaration and By-Laws of the Association. Nevertheless, you are encouraged to read this document fully and carefully as various separate resolutions and statements of Association policy have been adopted over the years since the last compilation in 1995, and a number of these Rules and Regulations have been refreshed to reflect the current concerns of the Ridge Meadows Community and governance practices.

Remember that the duties, obligations and restrictions set forth herein are *in addition to* the covenants set forth in the Association's Declaration and By-Laws. The restatement herein of certain Declaration or By-Laws covenants, in whole or in part, is made only for emphasis and shall not be interpreted as a waiver of any unstated covenant (or part of covenant). *It is the obligation of each Owner to be fully familiar with the duties, obligations, restrictions and covenants set forth in the Association's Declaration and By-Laws as well as these Rules and Regulations, and to make each and every occupant, tenant and visitor (including contractors) of his or her Unit aware of and comply with same as may be appropriate under the circumstances.*

THESE RULES AND REGULATIONS RESTATE, AMEND AND REPLACE ALL PRIOR ISSUED RESOLUTIONS, POLICIES, RULES AND REGULATIONS AND ARE CONTROLLING IN THE EVENT OF A CONFLICT.

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1. OWNER RESPONSIBILITIES.

Each Owner shall be responsible for any violation of the Association's Declaration, By-Laws or Rules and Regulations by him or her as well as any occupant, tenant and/or visitor (including contractors) of his or her unit. It is the owner's responsibility to provide such persons with a complete and current copy of such governance documents and all other communications from the Association concerning Ridge Meadows Community restrictions and requirements.

The cost of addressing any violation, or enforcing any provision, of the Association's Declaration, By-Laws and/or Rules and Regulations, including the Association's reasonable attorneys' fees, shall be added to and become a part of the assessment to which the Owner's Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner.

Each Owner shall be responsible for any damage to any unit, garage, Common Area, utilities or aspect of the Property maintained by the Association that is caused by the installation, use, maintenance, repair and/or removal of any awning, antenna, deck, privacy fence, light, sign, flag, decoration, ornament, satellite dish, shrubs, trees and other plantings, or anything installed or hung anywhere within the Ridge Meadows Community or any nail, bracket or other device used for installing, hanging, affixing or posting anything, by such Owner or any occupant, tenant and/or visitor (including contractors) of his or her Unit.

The cost of repair, maintenance or remediation resulting from any violation of the Association's Declaration, By-Laws and/or Rules and

Regulations, as well as any fines or penalties assessed by the Board of Directors as a result of such violation, shall be added to and become a part of the assessment to which the Owner's Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner.

In the event that the Association brings an action to collect such assessment or to foreclose such assessment lien, the Association's costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment and lien.

Payments received by or on behalf of an Owner shall be applied against charges against the Owner's Lot/account in the following order: attorneys' fees, costs, damages, fines, late fees, interest, annual common charges, special assessments (the oldest charges in each category of charges satisfied first).

This statement of "Owner Responsibilities" is not exclusive and does not excuse or relieve any Owner from his or her other responsibilities as set forth in the Association's Declaration and By-Laws or elsewhere herein.

2. FINES & PENALTIES (VIOLATIONS).

Monetary fines and penalties may be assessed by the Board of Directors for a violation of the Association's Declaration, By-Laws or Rules and Regulations as set forth herein.

General Fine Schedule

<u>First Violation</u>	\$100.00
<u>Second Instance</u> (Same Violation)	\$250.00
<u>Third Instance</u> (Same Violation)	\$500.00
<u>Successive Instances</u> (Same Violation)	\$1,000.00

(Or other amount the Board deems appropriate under the circumstances)

Violation of the “pet regulation” shall be punishable by a fine of up to \$500 in the first instance, except that where the Owner was found to have committed or permitted a violation of that regulation within the preceding three (3) years, the fine may be up to \$750, and where the Owner was found to have committed or permitted two or more such violations within the preceding three years, it shall be punishable by a fine of up to \$1,000.

In the event that a violation creates a risk of loss of insurance, fire or another insured against risk, an environmental issue, a safety issue, personal injury, significant damage to Association Property or the property of an occupant of the Ridge Meadows Community, the Board of Directors may in its sole discretion impose such other amount of fine as it deems appropriate under the circumstances.

In the event that a violation is of the kind that is continuing in nature, the Board of Directors in its sole discretion may assess an initial fine or penalty of \$100.00, and an additional \$25 per day shall accrue as a fine or penalty each day thereafter until the violation is remedied, unless the violation is cured within the time specified in the notice of assessment of fine or penalty.

In the event of persistent violations, an Owner may be required to post a bond in an amount determined by the Board of Directors in its sole discretion to be appropriate under the circumstances to secure future compliance with the Association’s Declaration, By-Laws or Rules and Regulations.

Any such fine or penalty shall be added to and become a part of the assessment to which the Owner’s Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner. In the event that the Association brings an action to collect such assessment or to foreclose such assessment lien, the Association’s costs and reasonable attorneys’ fees of any such action shall be added to the amount of such assessment and lien.

3. OPPORTUNITY TO DISPUTE VIOLATION.

Each Owner charged with a violation of the Association's Declaration, By- Laws or Rules and Regulations shall receive written notice of said violation as well as the fine or penalty to be assessed.

For a first instance of a violation, the Owner shall be given an opportunity to cease the offending conduct or take corrective action (i.e., "cure") prior to the assessment of any fine or penalty. An Owner shall have the right to submit to the Board of Directors such written explanation of excuse or evidence in dispute of the charged violation and to appear before the Board of Directors at its next regularly scheduled meeting and be heard concerning the charged violation. If the next meeting of Board of Directors is more than thirty (30) days from the Owner's receipt of notice of such violation, the Owner may appear before the Board of Directors at a mutually convenient time.

The Board of Directors in its sole discretion shall determine what period of time to cease, correct and/or refute a violation is reasonable and appropriate under the circumstances.

An Owner's opportunity to dispute a violation as set forth in this Rule shall not limit or be a condition precedent to the Association's right to enforce any provision of the Association's Declaration, By-Laws or Rules and Regulations by legal action or administrative means, including, but not limited to, injunctive relief or to file a lien against the Lot against which such assessment is made.

4. LATE FEES.

A late fee in the amount of \$25 shall be assessed if payment in good funds of any common charge, assessment or fine is not received within ten (10) days of the date due. Such late fee shall be added to and become a part of the assessment to which the Owner's Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner.

5. COMPLAINTS.

Any complaint or request concerning the condition of the Ridge Meadows Community, Association services (including emergency services) or a

violation of the Association’s Declaration, By-Laws or Rules and Regulations shall be made to the Association Manager by e-mail, or otherwise *in writing*, or by telephone in case of an emergency. The Association reserves the right not to address any verbal complaint or request (except an emergency service request) until such time as it is made in writing. Ridge Meadows Community Members are expected not to telephone or otherwise intrude upon the privacy of a member of the Board of Directors with such complaints or requests.

6. REQUEST FOR CONSENT OR APPROVAL.

Any request for a consent, approval, waiver or exception required under or from a provision of the Association’s Declaration, By-Laws or Rules and Regulations must be made to the Association Manager *in writing* by a Member of the Ridge Meadows Community (i.e., Lot Owner). The Association reserves the right to deny or not to consider any request until all information required or requested by the Board of Directors is provided or in the event that an approved form (where one is available) is not completed. The Board of Directors may conduct such further investigation or inquiry as it deems appropriate in its sole discretion under the circumstances, including, but not limited to, meeting with the Owner to discuss such request. An Owner may personally appear before the Board of Directors at its next regularly scheduled meeting or at such time mutually convenient for the Owner and the Board of Directors if the next meeting is more than thirty (30) days from the receipt of such request by the Association Manager.

The following required (approved) forms are included as an Appendix to these Rules and Regulations:

<i>Application for Approval of Architectural Change</i>		<i>Application for Approval of Landscape Change</i>	
<i>Lease Addendum</i>	<i>Rental Information Form</i>	<i>Pet Registration Form</i>	
<i>Antenna/Dish Installation Form</i>			

The Board of Directors reserves the right to revise these forms, or require additional forms, at any time it may deem appropriate. It is the

Owner's responsibility to obtain from the Association Manager the then current form prior to completing and submitting same.

Any consent, approval, waiver or exception by the Board of Directors is not certification that the work complies with the New York State Uniform Fire Prevention and Building Code, the New York State Energy Conservation Construction Code, The Code of the Town of Greece, New York, or any other applicable local, state or federal law, code, ordinance or requirement.

7. VEHICLES & PARKING.

Unregistered Vehicles Prohibited. Any vehicle parked anywhere in the Ridge Meadows Community must display a current and valid registration sticker, inspection sticker and license plates as required by state law.

“Junk” or Disabled Vehicles Prohibited. Any vehicle parked in the Ridge Meadows Community must be capable of lawful operation and must not leak oil or other fluids. The storage of “junk”, abandoned or disabled vehicles anywhere in the Ridge Meadows Community is strictly prohibited.

Other Prohibited Vehicles. The following vehicles may not be operated at any time anywhere in the Ridge Meadows Community: all-terrain vehicles; dune buggies; mini-bikes; motorized scooters; dirt bikes; motorcycles; go-carts; snowmobiles; and similar vehicles.

Commercial Vehicles. Commercial vehicles may not be parked anywhere in the Ridge Meadows Community except temporarily when making deliveries or providing services or with permission of the Board of Directors. Use is restricted to roadways, driveways and parking lots. Vans, pickup-up trucks and SUVs for personal use are exempted, but may not be detailed with any logos, advertisements or other commercial writing.

Rec. Vehicles, Boats, Trailer & Storage Container Restrictions. No recreational vehicle, motor home, camper, trailer or trailered vehicle (boat or other watercraft, snowmobile, motorcycle, dirt bike, etc.), “Pod” or other mobile storage container, is permitted in the Ridge Meadows Community except for the purposes of loading and unloading over no more than a twenty-four (24) hour period during which period such vehicle may be parked only in the driveway

associated with the Owner's Unit.

Vehicle Repair and Maintenance Prohibited. Repair or maintenance of any vehicle (including, but not limited to, the replacement of transmission fluid, oil or other petroleum-based fluid) is strictly prohibited anywhere in the Ridge Meadows Community (including, but not limited to, in a Garage or driveway associated with a unit or any common parking area).

Restrictions to Facilitate Snow Removal. Each Owner and every occupant, tenant and visitor (including contractors) of his or her Unit shall comply with any parking restrictions established by Town of Greece and/or the Association to facilitate snow plowing in the Ridge Meadows Community.

Permitted Parking. Passenger vehicles (including vans, SUVs and pick-up trucks for personal use) may be parked in a Garage or driveway associated with a Unit as well as in one of the sixteen (16) "common parking areas" designated by the Association.

Restrictions on Unit Driveways. Any vehicle parked in a Unit driveway must not interfere with the use of another Unit's driveway or Garage and must not extend into any common driveway or sidewalk.

Use of Common Parking Areas. Sixteen (16) "common parking areas" are established for use by Owners and their tenants, occupants or guests:

- In front of Unit 2 Flower Dale Drive (2-passenger vehicle limit);
- In front of Unit 8 Flower Dale Drive (2-passenger vehicle limit);
- In front of Unit 10 Flower Dale Drive (2-passenger vehicle limit)
- In front of Unit 22 Flower Dale Drive (2-passenger vehicle limit)
- Next to Unit 153 Flower Dale Drive (4-passenger vehicle limit)
- Between Units 50 & 146 Flower Dale Drive (7-pass. vehicle limit)
- Between Units 125 & 127 Flower Dale Drive (6-pass. vehicle limit)
- Between Units 120 & 100 Flower Dale Drive (6-pass. vehicle limit)
- Between Units 105 & 103 Flower Dale Drive (6-pass. vehicle limit)
- Between Units 73 & 71 Flower Dale Drive (6-pass. vehicle limit)
- Between Units 62 & 60 Flower Dale Drive (6-pass. vehicle limit)
- Between Units 65 & 76 Flower Dale Circle (8-pass. vehicle limit)
- Between Units 68 & 66 Flower Dale Circle (8-pass. vehicle limit)

- Across from Units 29, 27 & 25 Flower Dale Circle (6-pass. Veh Limit)
- Across from Units 19, 17 & 15 Flower Dale Circle (6-pass. Veh Limit)
- Across from Units 1 & 3 Flower Dale Circle (4-pass. vehicle limit).

There are no other common parking areas. Any vehicle parked in a common parking area must be parked in such a manner as not to interfere with the opening of another parked vehicle's door or block or interfere with the entry or exiting of another vehicle from the common parking area. Any vehicle parked in a common parking area must be parked in such a manner as to occupy only the space taken by an ordinary passenger vehicle.

Areas Where Parking Strictly Prohibited. Parking is strictly prohibited along, on or in the following areas, subject to any Town of Greece parking regulations that may apply:

- Any sidewalk or driveway apron;
- Any lawn area;
- The common access (private) road serving Units 2, 4, 6 and 8 Flower Dale Drive, including the paved turn-around area at the end of that road between Units 4 and 6 Flower Dale Drive;
- The common access (private) road serving Units 14, 16, 18, 20 and 22 Flower Dale Drive;
- The common access (private) road serving Units 147, 149, 151, 153, 155 157, 159, 161, 163 and 165 Flower Dale Drive, including the paved turn-around area at the end of that road near Unit 155 Flower Dale Drive;
- The common access (private) road serving Units 1, 3, 5, 7, 9, 11, 15,17, 19, 21, 23, 25, 27, 29, 31, and 33 Flower Dale Circle; and
- Anywhere the Association has caused a "No Parking" sign to be posted.

Parking along Flower Dale Drive and Flower Dale Circle is otherwise subject to the regulations of the Town of Greece.

Towing of Vehicles. The Board of Directors in its sole discretion shall

have the right to cause any vehicle located in the Ridge Meadows Community that is parked in violation of these restrictions to be removed and/or stored at another location without prior notice to the owner of the vehicle or Unit Owner charged with the violation. The cost of towing and storage of any such vehicle shall be added to and become a part of the assessment to which the Owner's Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner (without relieving the vehicle owner of liability or responsibility for such charges). The Association, its Board of Directors and Association Manager shall not be responsible for any damages sustained by any person or vehicle so removed.

8. SKATEBOARDS & RAMPS PROHIBITED.

The use of a skateboard or similar device in the Ridge Meadows Community is strictly prohibited at all times. The use of any ramp, rail or other devices intended to facilitate jumps or tricks with any wheeled device is strictly prohibited within the Community at all times.

9. BICYCLES, ROLLER SKATES & IN-LINE SKATES.

BICYCLES, ROLLER SKATES & INLINE SKATES. Use of bicycles, roller skates, in-line skates and motor-scooters on sidewalks, driveways and streets, in the Ridge Meadows Community with reasonable caution under circumstances to avoid any collision or incident with a pedestrian or motor vehicle is allowed. Riding over lawns, flower beds and other landscaped areas is strictly prohibited.

10. NO "PLAYING" – STREETS & COMMON PARKING AREAS.

Playing any sports or games of any nature is strictly prohibited in Ridge Meadows Community except in each unit owner's own property.

11. PROHIBITED GAMES & SPORTS ACTIVITIES.

Baseball and hockey may not be played anywhere in the Ridge Meadows Community. The hitting of golf balls, soft balls, baseballs, rocks or other hard

objects with bats, sticks or rackets is strictly prohibited. Balls, pucks, bats, sticks or any other object may not be bounced or struck against any Unit, Garage, deck or patio fence. The permanent or temporary installation of basketball poles or hoops, volleyball or badminton nets, hockey nets or any other sports equipment anywhere in the Ridge Meadows Community is strictly prohibited at anytime for any reason. Any such equipment will be removed and returned to the Owner only after the payment of the fine imposed by the Association.

12. CLEAR SIDEWALKS, DRIVEWAYS & PARKING AREAS.

Each and every sidewalk, walk, road, driveway, driveway apron, common parking area in the Ridge Meadows Community must remain free and clear from any obstructions at all times and used for no purpose other than as a path of travel or parking as may be permitted under the Rules & Regulations. Toys, bicycles, skates, tools, screws, bolts, nails, tacks, electrical cords, work benches, saw horses, debris or refuse of any kind, strollers, baby carriages, furniture, chairs, decorations, planters, flower pots, flowers, ground cover or plantings of any kind, lighting fixtures, or any other object may not be placed or left in these areas at anytime for any reason.

13. AVOID ACTS INCREASING HAZARD OF INSURED RISKS.

No Unit Owner, occupant, tenant or guest shall cause or permit anything to be done anywhere within the Ridge Meadows Community that increases the hazard of a risk insured against, or that may result in the cancellation of a policy of insurance obtained by the Association or premium increase, or reasonably could be expected to result in damage or waste to any Unit, Garage, driveway, sidewalk, patio, deck, fence, tree, bush or shrubbery or Common Area, or a violation of any law or ordinance.

14. HAZARDOUS MATERIALS.

The storage or use of inflammable, combustible, explosive or other hazardous material, chemical or substance is strictly prohibited

in any Unit, Garage, driveway, patio, deck or anywhere within the Ridge Meadows Community, except for ordinary household cleaning agents and solvents and vehicle windshield wiper fluid and coolants and small amounts of other automobile fluids or as otherwise permitted by Rule 15 governing *Grills & Open Flames*.

15. RESTRICTIONS ON GRILLS & OPEN FLAMES.

It is the responsibility of any Unit Owner, occupant, tenant or guest to be familiar with and obey the provisions of the Uniform New York State Fire Prevention and Building Code, as well as any applicable local ordinance governing fire safety, and a violation of same shall be treated as a violation of the Association's Rules and Regulations.

Charcoal grills, gas grills or other petroleum-fuel cooking devices may be used on a unit's patio or rear deck so long as it is located 10 feet or more from any unit exterior, patio fence, hedge or other combustible construction. Such devices having a gas or fuel container capacity greater than 1 pound (0.454 kg) or water capacity greater than 2.5 pounds (1.14 kg) are strictly prohibited.

The use of charcoal grills, gas grills or other petroleum-fuel cooking devices, fire pits, tiki torches lanterns, kerosene heaters, petroleum-fuel/ gas-fired heaters or any similar devices is strictly prohibited in or on any Unit, Garage, porch, driveway, sidewalk, common parking area or any other Common Area in the Ridge Meadows Community.

16. NO LITTERING & HOARDING (GENERAL CLEANLINESS).

No Unit Owner, occupant, tenant or guest shall litter anywhere within the Ridge Meadows Community or otherwise allow any refuse, dirt, debris, materials or other items to accumulate in, on or around any Unit, Garage, driveway, sidewalk, patio area or deck or Common Area. Each Owner is responsible to maintain his or her Unit in a proper state of preservation and cleanliness. Tape, newspaper, cardboard or any other similar material may not be affixed to any window unless the Unit is under repair and in that event no longer than seven (7) days without the prior written consent of the Board of Directors.

17. GARBAGE & RECYCLING.

All garbage shall be disposed of in BLACK plastic trash bags, tied or otherwise secured to prevent the spilling of its contents, and stored in a watertight receptacle or container with a secured lid. All refuse and recyclable materials shall be stored in the garage until collection. Recyclables shall be rinsed to eliminate food and beverage residue (as applicable) and stored in a separate watertight receptacle or container with a secured lid in the Garage until collection. Refuse and recycling receptacles or containers may only be placed at the curb after 5 p.m. on the day before collection and must be returned to the Garage before 11 p.m. on the day of collection. Care must be taken to prevent spread of refuse by animals, birds or weather. Additional charges incurred by the Association to address refuse and recyclables improperly disposed of by an Owner (or his or her tenant, occupant or guest), as well as any fine(s) imposed by the Board of Directors, shall be added to and become a part of the assessment to which the Owner's Lot is subject. See section 2 regarding fines.

18. PRESERVATION OF SANITARY LINES.

No Unit Owner, occupant, tenant or guest shall cause or permit any sweepings, rubbish, rags, sanitary napkins or other articles to be disposed of in any toilet, sink, sump pump or other water apparatus.

19. TENTS & CLOTHES LINES PROHIBITED.

The use of clotheslines, poles, racks or other devices for drying clothes or other items are strictly prohibited anywhere in the Ridge Meadows Community (except *within* a Unit or Garage). Party tents, camping tents or other similar enclosures are strictly prohibited at all times within the Ridge Meadows Community and will be removed and returned to the Owner only after the payment of the fine imposed by the Association. Screen tents or canopies may be installed on a patio or deck May thru September only, and require an architectural approval from the Board of Directors.

20. ROOF ACCESS PROHIBITED.

No one is permitted on the roof of any Unit or Garage, at anytime, for any reason whatsoever, without the prior written consent of the Board of Directors.

21. SNOW REMOVAL.

Each Owner is responsible to remove (shovel) snow and ice from the individual sidewalk(s) and porch of his or her Unit's as well as the space twelve (12) inches in front of the Unit's Garage door.

22. LANDSCAPING & GARDENING.

a. General Restrictions

Trees, Bushes & Shrubbery (Arborvitae). No Owner shall cause or permit the planting or removal of any trees, bushes or shrubbery anywhere in the Ridge Meadows Community without first submitting a Landscape Change Form (which may be obtained from the Association Manager) and receiving written approval from the Board of Directors.

Creation/Modification of Flower Beds. No Owner shall cause or permit the creation, extension or modification (size or shape) of any flower bed anywhere in the Ridge Meadows Community (including, but not limited to, the front flower bed and patio or deck area of each Unit) without first submitting a Landscape Change Form (which may be obtained from the Association Manager) and receiving written approval from the Board of Directors.

No Artificial Flowers, Trees or Shrubbery. The installation and maintenance of artificial flowers, trees, bushes or shrubbery is strictly prohibited anywhere in the Ridge Meadows Community, including, but not limited to, the front flower bed and common areas associated with each Unit.

No Vines or Creeping Ground Cover. The planting and/or maintenance of any vines, creeping ground cover, ivy or bishop's weed is strictly prohibited anywhere in the Ridge Meadows Community (including, but not limited to, the front flower bed and the patio or deck area associated with each Unit).

Window Boxes & Hanging Planters Prohibited. Hanging flower pots or planters may be hung from the ceiling of a unit's front porch. Window boxes or similar planters may not be hung on a unit's patio fence. Flower boxes may be placed on deck railings. Otherwise, the use of window boxes and hanging flower

pots or planters of any kind are strictly prohibited anywhere in the Ridge Meadows Community.

Bird, Animal & Insect Feeders & Baths Prohibited. Each Unit is permitted one (1) “song bird” feeder in the patio or deck area associated with that Unit. Such feeder must be of the “caged” or “meshed” variety or otherwise designed to prohibit feeding by large birds or squirrels and other rodents. Any kind of feeder that permits seed to drop to the ground is strictly prohibited. The use of peanuts or peanut butter in a feeder is strictly prohibited. Bread, corncobs, peanuts, and other foodstuffs are not to be put out for birds or other wildlife at any time. Otherwise, the use of bird baths, bird feeders, animal feeders and any device used to attract bees or insects of any kind are strictly prohibited anywhere in the Ridge Meadows Community.

Lights (Landscaping). No more than ten (10) LED Solar lights may be installed along a Unit’s entrance walkway or in the front flower bed associated with each Unit. No hard-wired lights, or other landscaping lights, of any kind may be installed in any flower bed, or hung from any tree, bush or shrubbery, privacy fence or arborvitae border, pole or any other device anywhere in the Ridge Meadows Community.

Owner Responsible for Gardening Maintenance. Each Owner shall be responsible at his or her own expense to maintain in a healthy state and neat and orderly appearance all flowers, trees, arborvitae, bushes and shrubbery planted by said Owner or occupant or tenant of his or her Unit in accordance with Association Rules and Regulations. In the event that an Owner neglects or otherwise fails in this duty, the Association, in the sole discretion of its Board of Directors, shall have the right to maintain such plantings and the cost of such maintenance shall be added to and become a part of the assessment to which the Owner’s Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner.

b. Front Flower Beds

Any Owner may plant flowers that are no more than thirty-six (36) inches in height *at maturity* in the front flower beds of his or her Unit and, at his or her expense, shall cause such plantings to be trimmed as often as necessary to maintain a neat, natural shape not to exceed thirty-six (36) inches in height. *The planting of vegetables or herbs in the front flower bed of any Unit is strictly prohibited.*

The front flower bed of each Unit shall be weeded and covered with mulch by a landscape maintenance contractor hired by the Association, unless the Owner notifies the Association Manager in writing no later than April 1 of each year that he or she shall plant flowers in such bed. Neither the Association nor its Association Manager or landscape maintenance contractor shall be responsible for destruction of any plantings in the event that the Owner fails to properly give timely written notice to the Association Manager as required by this section.

No more than four (4) temporary decorative garden ornaments each not to exceed twenty-four (24) inches in height and twenty-four (24) inches in diameter may be placed in the front flower bed of a unit. The installation of any permanent decoration or fixture in the front flower bed of any Unit is strictly prohibited. (TEMPORARY means able to be easily removed. Not cemented in place or dug deeply into the ground).

c. Patio/Deck Area Plantings.

Arborvitae. Subject to first submitting a Landscape Change Form (obtained from the Association Manager) and receiving written approval from the Board of Directors, an Owner may be permitted to plant arborvitae no greater than eight (8) feet in height on the side or front of his or her patio or deck area and, at his or her expense, shall cause such plantings to be trimmed as often as necessary to maintain a neat, natural shape not to exceed eight (8) feet in height.

Within Privacy Fence-Arborvitae Border. Any Owner may plant

flowers that are no more than thirty-six (36) inches in height *within* the existing privacy fence or arborvitae border surrounding the patio area (or deck) of his or her Unit and, at his or her expense, shall cause such plantings to be trimmed as often as necessary to maintain a neat, natural shape not to exceed thirty-six (36) inches in height.

Beyond Deck/Privacy Fence-Arborvitae Border. No Owner shall cause or permit the creation, extension or modification of any flower bed beyond the deck, patio privacy fence or arborvitae border associated with his or her Unit without first submitting a Landscape Change Form (which may be obtained from the Association Manager) and receiving written approval from the Board of Directors.

23. PERMANENT LIGHTS (PORCH\GARAGE\PATIO).

The Association shall maintain and repair the porch light, Garage light (exterior) and patio light fixtures. Each Owner is responsible to replace the bulbs in each such fixture as needed. Only “white” bulbs may be used in such fixtures except that “bug lights” which do not give off a red (or other color) light may be used May 1 through October 31 of the calendar year. The cost of repair of an exterior light caused by the hanging of any wreath or other decoration, or other damage caused by a Unit Owner, occupant, tenant or guest, shall be added to and become a part of the assessment to which the Owner’s Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner. *No other permanent light or light fixture of any kind may be installed or hung from any Unit, Garage, pole or other device anywhere in the Ridge Meadows Community,*

24. DECORATIONS & “HOLIDAY” LIGHTS.

Permitted Decorations & Lights. Exterior decorations and lights are generally prohibited in the Ridge Meadows Community except as follows:

- a. Temporary holiday decorations and lights may be displayed

from the day after Thanksgiving to January 10. Lighted decorations for Halloween may be displayed 7 days before and after that holiday.

b. Decorations may be placed within a Unit's patio/deck area, hung or attached to a unit's front or storm doors, or placed in the front flower beds. (see Rule 22b). All decorations must be tasteful, non-offensive and reasonable in size, dimension and character, to be determined by the Board of Directors.

No Patio Fence or Roof Decorations or Lights. No decoration or light(s) of any kind may be installed or mounted on a patio fence or the roof or gutter of any Unit or Garage.

No Lawn Decorations. No decorations or lights may be placed on the lawns except the limited number of solar lights that are permitted along a Unit's walkway under Rule 22.a.

25. FLAGS.

No flag may be displayed in a disrespectful manner or condition. Illumination of any flag is strictly prohibited. One flag of no greater dimensions than three by five (3x5) feet may be displayed per unit subject to the conditions stated herein. The flag must be displayed from within a unit's window or from a staff not to exceed six (6) feet in length that is properly mounted in a stand on the unit's front porch or a bracket properly secured to a unit's front porch vertical support (wood or metal) or to the wood framing of the garage door.. Flag brackets or other supports may not be mounted or secured on the brick or vinyl siding exterior of any unit or garage. No flag pole/mast may be erected or installed anywhere in the Ridge Meadows Community. Also see rule 24B regarding the tasteful, non-offensive rule.

No flag may be displayed in such a manner as to project over a sidewalk or driveway or into any Common Area, or in any other manner that interferes with the ordinary maintenance of the Ridge Meadows Community.

26. SIGNS.

A single “*For Sale*” sign may be displayed from the interior of a Unit window. An “*Open House*” sign may be placed in front of a Unit during actual hours of showing, and another such sign may be placed at the mouth of the Ridge Meadows Community entrance on Ridge Road up to twenty-four (24) hours before and must be taken down at the conclusion of the actual hours of showing. Any such sign shall not exceed twenty-four (24) inches in diameter or any dimension. Display or placement of any other sign, advertisement, banner, notice or message within the Ridge Meadows Community is strictly prohibited.

27. VISIBLE OBJECTS SUBJECT TO REMOVAL BY ASSOCIATION.

The Board of Directors in its sole discretion may cause the immediate removal of any light, sign, flag, decoration or ornament that is vulgar, or gives offense to any member of any race, color, creed or religion, or creates a nuisance within the Ridge Meadows Community, and to destroy or dispose of same without any liability or obligation to the Owner (or owner of the removed item). Any light, sign, flag, decoration or ornament otherwise in violation of the Association’s Declaration, By-Laws or Rules and Regulations, may also be so removed and disposed of in the event that an Owner fails to remove same within the period specified in writing by the Association to do so.

Any cost incurred by the Association in connection with removal and disposition of any light, sign, flag, decoration or ornament shall be added to and become a part of the assessment to which the Owner’s Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner.

28. “SALES” (i.e., ANNUAL GARAGE SALE).

There shall be no moving sale, garage sale, tag sale or any other “sale” held at any time anywhere in the Ridge Meadows Community except as the Annual Ridge Meadows Community “Garage Sale” as provided herein (Estate sales exempted). Estate sales (inside only) will be limited to two days with permission of the Board of Directors.

A Ridge Meadows Community “Garage Sale” may be held the 2nd

Saturday of June every year from 8 a.m. to 5 p.m and may be continued on the next day (Sunday) from 9 a.m. to 4 p.m. Garage sale items may only be displayed in a unit's garage, lawn or driveway. The display of Garage sale items in any Common Area is strictly prohibited.

29. USE OF GARAGES (inc. SCREENS) & DRIVEWAYS.

Close Garage Doors. Garage doors in the Ridge Meadows Community must be fully closed during the hours of 11 p.m. to 8 a.m. each day except when necessary to drive a vehicle in or out of the Garage.

Recreational Activities. The use of any Garage for any kind of recreational activity is strictly prohibited during the hours of 11 p.m. to 8 a.m. each day.

No Driveway Storage. The storage of vehicles, trailers or any items of any kind whatsoever in the driveway associated with each Unit is strictly prohibited at any time.

Garage Screen. A screen may be installed inside a Garage/Garage door subject to the prior written approval of the Board of Directors and the completion of an Application for Approval of Architectural Change Form. An approved Garage screen must be installed in such a manner as to permit and not to interfere with the closing of the Garage door. The use of a Garage screen is not an exception to the rule that all Garage doors in the Ridge Meadows Community must be fully closed by 11 p.m. each night. No blind, shade, screen or any similar devices may be hung from or affixed to the exterior of any Garage or Garage door.

30. WINDOW AIR CONDITIONERS & FANS PROHIBITED.

Window fans and window air conditioning units are strictly prohibited.

31. WINDOW SHUTTERS & EXTERIOR TREATMENTS.

Exterior window shutters may be installed (or replaced) that match the style, color and dimensions of the shutters installed as part of the original

construction of the Unit subject to the *prior written approval* of the Board of Directors and the completion of an Application for Approval of Architectural Change Form. All window shutters in the Ridge Meadows Community must be maintained by the Owner and painted black. No blind, shade, screen or any other treatment may be hung from or affixed to the *exterior* of any window or Unit.

32. REPAIRS, ALTERATIONS & MODIFICATIONS.

Without the *prior written approval* of the Board of Directors and the completion of an Application for Approval of Architectural Change Form no Owner shall cause or permit any repair, alteration or modification: (a) of the *exterior* of any Unit or Garage, Common Area or other aspect of the Property; or (b) of the *interior* of any Unit which affects the exterior of any Unit or Garage, Common Area or other aspect of the Property.

Approval by the Board of Directors is not certification that the work complies with the New York State Uniform Fire Prevention and Building Code, the New York State Energy Conservation Construction Code, The Code of the Town of Greece, New York, or any other applicable local, state or federal law, code, ordinance or requirement.

This requirement applies without limitation to all such work done under Rules 29, 31, 32 – 38.

33. AWNINGS.

An “approved” retractable canvas awning may be installed by an Owner and used over a deck or patio area associated with a Unit subject to the conditions herein. No awning may be installed anywhere else.

All awning installations/replacements require the *prior written approval* of the Board of Directors and the completion of an Application for Approval of Architectural Change Form.

Awnings must be installed by a professional installer approved by the

Board of Directors. Semco Construction, Inc., 93 Gallup Rd., Brockport, NY 14420, telephone (585) 637-8520 or (585) 227-5244, is the approved professional installer (The Board of Directors may from time to time change the approved professional installer(s) on notice to Association Members).

Awnings shall be of one of the three (3) “approved” patterns/colors only: Natural Linen #7592, Saddle #6967 or Island Brown #4951.

An Awning may be mounted to the Unit exterior vinyl siding above the deck/patio area access door only if the professional installer secures the awning hardware to the building wood studs.

Each Owner is responsible to properly maintain such awning at all times, regardless if such device was installed by a prior Owner. Each Owner is responsible for any damage caused by the installation, use, maintenance, repair and/or removal of the awning.

An Awning may be used only between May 1 and October 31 and at all other times of the year must be secured in its retracted position.

34. RAILINGS (FRONT DOOR/PORCH AREA).

Railing(s) associated with a unit’s front door/porch area are permitted subject to the conditions stated herein. No other door, gate or other structure of any kind may be installed in association with a unit’s front/door porch area. All railings must be painted and properly maintained by the Owner at his or her expense. Railings of wrought iron construction shall be painted “black”. Railings of PVC (polyvinyl chloride) or other construction shall be painted “white”.

All railing installations or replacements require the prior written approval of the Board of Directors and the completion of an Application for Approval of Architectural Change Form. No railing may installed or maintained that interferes with the proper opening and closing of a unit’s front door or the path leading from a Unit’s front door to its sidewalk. A railing may be installed (or replaced) on unit’s front porch area that matches the composition, style, color and dimensions of the railings installed elsewhere in the Ridge

Meadows Community.

Each Owner is responsible to properly maintain such railing(s) at all times, regardless if such device was installed by a prior Owner. Each Owner is responsible for any damage caused by the installation, use, maintenance, repair and/or removal of the railing(s).

35. PRIVACY FENCES.

Each Owner shall maintain the original construction privacy fence(s) associated with the unit's patio area. Such maintenance shall include yearly cleaning. The painting of any privacy fence is strictly prohibited.

The Association is changing all privacy fences to vinyl fences (2019). Painting of any privacy fence is strictly prohibited. The Association shall replace the original privacy fence associated with each unit. After the initial installation by the Association any Owner who desires additional permanent vinyl privacy fence sections to be installed may do so at his or her own expense and the completion of an Application architectural approval.

All fence installations also require a building permit from the Town of Greece, usually obtained by the installer.

Each owner is responsible to properly maintain any owner installed privacy fence(s) at all times, regardless if such device was installed by a prior owner.

If repair or replacement of any privacy fence (including an original privacy fence) is required due to the Owner's negligence, fault or failure to properly maintain the privacy fence, then the Owner shall be responsible for the cost of repair or replacement.

Any gate installed must be able to be opened from outside and inside the enclosed area and may not be locked at any time.

36. DECKS.

Each Owner shall properly maintain the deck associated with the Unit at all times, and shall be responsible for any damage caused by the installation, use, maintenance, repair and/or removal of a deck, regardless whether such deck was installed by a prior Owner.

All deck installations/replacements done by a unit owner require the prior submission of a (complete) Architectural Change Form and prior written approval of the Association by the Board of Directors and a building permit from the Town of Greece.

Any Owner may replace an existing deck with no more than three (3) permanent vinyl privacy fences at his or her own expense subject to the prior written approval of the Board of Directors and the completion of an Application for Approval of Architectural Change Form.

Any Owner who desires to install a deck in the patio area of his or her Unit shall be permitted to do so at his or her own expense subject to the foregoing approval process.

No deck shall be approved or installed unless it meets the following criteria

(which may be changed at any time in the sole discretion of the Association):

a. The deck floor must be lower than or even in height with the exit level of the Unit patio door and otherwise shall not create a hazard of tripping or falling;

b. The deck width (including any steps) may not extend beyond the Unit's exterior wall;

c. The deck depth (including any steps) may not exceed or extend beyond the Unit's original construction privacy fence footprint and, in no event, project out more than twelve (12) feet from the Unit's exterior wall;

d. All decks must be constructed (and maintained) at all times according to applicable New York State and Town of Greece building codes, as well as construction industry standards; all decks shall

be constructed of at least grade 2 pressure-treated lumber or cedar lumber or comparable synthetic material, or such other and better materials as applicable building codes or construction industry standards may require;

e. All decks must be completely bound by railings on all sides (except the Unit's exterior wall if deck is flush with the Unit's exterior wall). Railings shall be forty-two (42) inches high all around except that five (5) feet high shadow box railing may be installed on no more than two (2) sides of the deck.

f. Any gate installed must open from outside and inside the enclosed area and may not be locked at any time.

37. ANTENNAS & SATELLITE DISHES.

Professional Installation. Any antenna, satellite dish or similar device ("Antenna") must be installed by a professional and insured (liability and workers compensation) installer or the provider of such broadcast service.

A (complete) *Antenna/Dish Installation Form* must be submitted to the Board of Directors prior to or no later than five (5) business days after the installation of any Antenna. Owners are strongly encouraged to submit

a (complete) *Antenna/Dish Installation Form* at least ten (10) business days prior to installation.

Prohibited Antennas. The following antennas are strictly prohibited and shall not be installed anywhere in the Ridge Meadows Community:

- Any Antenna greater than 39.37 inches (or one meter) in diameter or diagonal measurement;
- Any Antenna for AM/FM radio, amateur ("HAM") radio Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals as well as distant over-the air television signals (beyond our local viewing area); and

- Any Antenna that is not in use or provides duplicative video programming service.

A prohibited Antenna shall be removed by the Unit Owner and the affected area restored to its original condition at the Owner's expense even if the Antenna was installed by a prior Owner. In the event of a "switch" of broadcast service, the retired Antenna must be removed prior to or within thirty (30) days of the termination of service (or use).

Preferred Installation Locations & Methods. Any Antenna installed within the Ridge Meadows Community may be installed in one of the following preferred locations in the order stated, and in such a manner as to not to be visible from the front of the Unit with which it is associated:

1. In the unit's attic (if acceptable quality signal obtainable);
2. On the deck associated with the Unit (if one);
3. On a mast located in the Unit's patio area (if no deck);
4. On the rear of the Unit's roof;
5. On the front of the Unit's roof (including Garage roof) if an acceptable quality signal cannot be obtained in one of the preceding preferred locations.

No Antennae may be installed or maintained in a Common Area, or in such a manner as to interfere with or obstruct exterior maintenance responsibilities of the Association, or in such a manner as to interfere with the use of or encroach on a neighboring Lot, Unit or Garage, or to interfere with or obstruct utilities or the maintenance or repair of same.

No Antenna mast may be greater in height than the distance between the Antenna and the Unit's Lot line without prior written approval of the Board of Directors.

Any Antenna installed on a roof (Unit or Garage) shall be installed (i) with at least two (2) mounting bracket bolts secured through a joist or roofing member; (ii) with sealant applied under the mounting bracket(s).

Wires and conduits should be fished up from the basement or from the attic down, and must not be exposed on the exterior of any Unit, or placed in any manner that interferes with the maintenance of the Unit or lawn or landscaping.

The foregoing restrictions are necessary to preserve safety within the Ridge Meadows Community, to avoid disruption and unnecessary repair of utilities, and to ensure that installation and maintenance of Antenna do not interfere with or obstruct exterior maintenance responsibilities of the Association.

Maintenance/Repair/Replacement/Insurance. The Association shall not be responsible for the maintenance, repair, replacement or insurance of any Antenna. Each Owner is responsible to properly maintain any antenna associated with his or her Unit at all times, regardless if such device was installed by a prior Owner.

Each Owner shall also be responsible for the cost of removal and re-installation of any antenna made necessary by any exterior repair or maintenance by the Association.

Damage. Each Owner shall be responsible for any damage caused by the installation, use, maintenance, repair and/or removal of any Antenna associated with his or her Unit regardless if such device was installed by a prior Owner.

Sale of Unit. Prior to the sale of a Unit, any Antenna associated with the Unit must be removed by the Owner and the affected area restored to its original condition per the Association's specifications at the Owner's expense (even if the Antenna was installed by a prior Owner); unless the Owner provides the Association with the written commitment of the buyer to accept full responsibility for the Antenna as required herein.

38. WINDOWS & DOORS - INSTALLATION AND PAINTING.

No Owner shall cause or permit the installation or repair or painting of any garage door, unit window, screen door or entrance door without the prior

written approval of the Board of Directors and completion of an Application for Approval of Architectural Change Form which may be obtained from the Association Manager. Painting of the outside of the garage door and the front entrance door will be done by the Association.. Guidelines concerning such work are available from the Association Manager. Repairs to the interior equipment of the garage door is the responsibility of the unit owner.

39. COMMUNITY ENJOYMENT.

Enjoyment. No Owner shall cause or permit anyone to interfere with the rights of another Owner, tenant or occupant to use and enjoy his or her Unit, Garage space or patio associated with his or her Unit, the Common Area or any other portion of the Property.

Noxious or Offensive Activity. No Owner shall cause or permit any noxious or offensive activity in or on any Unit, Garage, porch, patio area, the Common Area or any other portion of the Property, nor shall anything be done in such areas, either willfully or negligently, which may be or become an annoyance or nuisance to other Owners, tenants or occupants.

Noises & Odors. No Owner shall cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from his or her unit, garage, porch, patio area, the Common Area or any other portion of the Property. No noise from the use of any kitchen appliances, tools, parties, social gatherings, music, entertainment or activity of any kind whatsoever shall be permitted such that it can be heard between the hours of 11:00 p.m. and 8:00 a.m. the following day from inside any other Unit, regardless of whether the windows of such other Unit are open. Noise that is unnecessary or otherwise unreasonable under the circumstances is prohibited at all times.

Patio Furniture. No Patio furniture, toys, bicycles, tools or any other objects may be left unattended in the Common Areas at any time. All such objects must be returned to the Unit, Garage or the patio associated with the Unit by 11 p.m. each evening.

40. RIGHT OF ENTRY & INSPECTION.

The Board of Directors, the Association Manager or either's designee shall have the right to access any Unit, Garage or Lot for the purpose of inspecting or correcting any condition originating in such area that creates a risk of loss of insurance, fire or another insured against risk, an environmental issue, a safety issue, personal injury, significant damage to Association Property or the property of an occupant of the Ridge Meadows Community, or violates the provisions of any mortgage covering another Unit.

In the event that vermin, insects or other pests are discovered, the Board of Directors may take such measures as it deems necessary to control or exterminate same at the sole expense of the responsible Owner.

A request for entry of a Unit or Garage shall be made in advance for a time reasonably convenient to the Owner and/or occupant of the Unit. In case of an emergency, such right of entry shall be immediate, whether the Owner or occupant(s) of the Unit is present at that time or not.

41. LEASING OF UNITS.

In 2019 the Covenants, Conditions and Restrictions for Ridge Meadows were amended so that in the future, any unit that is sold or changes ownership may not be rented or leased in the future.

a. No unit may be leased for any purpose other than as a single family residence. In compliance with the Town of Greece housing codes, the home occupancy is limited to 2 persons per bedroom.

b. Nothing less than a whole Unit may be leased to any person and not for a term less than one (1) year. Any renewal or extension of the initial term of any Lease is subject to the prior written approval of the Board of Directors. Any such requests shall be made by the Owner and tenant not less than sixty (60) days prior to the expiration of the then current Lease.

c. An Owner cannot simultaneously lease and occupy the same Unit.

d. Each tenant shall comply with the provisions of the

Association's Declaration, By-Laws and Rules and Regulations (as may be amended from time to time); and if any tenant fails to comply with the aforesaid provisions, the Board of Directors is authorized by the Owner to terminate the Lease and/or bring summary proceedings in the name of the Owner to evict the tenant(s).

e. A tenant shall not be permitted to sublet the Unit (including the Garage) or any part thereof to any other person.

f. A tenant shall have no rights to participate in the annual meeting of Owners or enjoy any other right or privilege of an Owner by virtue of the Lease, Lease Addendum or his or her tenancy.

g. In the event that the Owner fails to timely pay the common charges and assessments (including late fees, fines, interest, costs and attorneys' fees) charged against the Unit, the tenant(s) agrees to pay over to the Association the rent due the Owner until all such amounts are paid in full and the Owner agrees the tenant shall have no liability to the Owner for any sums so paid to the Association by the tenant.

h. In the event that the Association commences an action to foreclose a an assessment lien, the Association may evict the tenant(s) after entry of the Judgment of Foreclosure and thirty (30) days prior written notice to the tenant(s).

42. PET RESTRICTIONS (Dogs & Cats Only) & REGISTRATION.

Dogs & Cats Only. Only dogs and cats are permitted as pets within the Ridge Meadows Community subject to limitations and requirements set forth herein. Reptiles, birds, snakes and any other kind of animal are strictly prohibited in the Ridge Meadows Community at any time.

Pet Registration Required. No "pets" are permitted anywhere within the Ridge Meadows Community at any time unless a current and complete *Pet Registration Form* for the animal (including a legible photograph/clear image of pet) is on file with the Association Manager. The harboring of an unregistered pet or animal for any duration of time is strictly prohibited.

Restricted Pet Visitation. Visitation by an unregistered pet or animal is

limited to three days unless it is recognized as a “service animal” (i.e., service dog) under the Americans with Disabilities Act (“ADA”). Under no circumstances may any animal be kept for any period of time in a vehicle parked or standing in a Garage, driveway, parking space or anywhere else the Property.

Number. Each Unit may have associated with it either one (1) dog of no more than thirty (30) pounds or two (2) cats. (A dog in excess of thirty (30) pounds with a current and valid Pet Registration on file with the Association Manager shall be grandfathered for the life of the animal.)

Prohibited Dog Breeds. Dogs of *any degree* of lineage of the following breeds are strictly prohibited: Akita, Pit Bull, Rottweiler, Husky, German Shepherd, Alaskan Malamute, Doberman Pinscher, and Chow (For the purposes of this regulation a “Pit Bull” is defined as an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.)

Leashed All Times Outside Unit. All dogs and cats must be accompanied by an adult (over the age of 18 years) and leashed at all times unless inside a Unit.

pet may not be tethered or left unattended by an adult in a Garage or anywhere else on the Property. A pet is considered “unattended” if it is outside the Unit and the Unit Owner (or occupant) is inside the Unit or otherwise unable to control the pet from its leash. The attending adult must be able to effectively control the pet at all times when outside the Unit with the leash and verbal command including when in the Garage associated with Unit.

Town License/Immunization Stds. If a license is required by the Town of Greece for the animal (e.g., dog), a current copy of a valid license must be provided annually to the Association Manager. All animals must comply with town, county and state immunization requirements as may be applicable and provide veterinarian certification

upon request.

Barking/Excessive Noise. Excessive barking or other noise (whether the pet is inside or outside the Unit) is not permitted and may be the basis for a fine or removal of the pet.

Pet Waste/Odor. Pet waste shall not be permitted anywhere on the Property and must be collected immediately and properly disposed of at all times. Offensive pet waste odors shall not be permitted (whether emanating from inside or outside a Unit or Garage). Either condition may be the basis for a fine and/or removal of the pet.

Unit Owner Responsible for Tenant Pets. Unit Owner's shall be fined for violations of this regulation by any tenant, occupant or guest of his or her Unit. The Board of Directors is not responsible for the actions of any animal present on the Property regardless of the ownership of the animal or whether any consent was given by the Board of Directors.

Removal. The Board of Directors reserves the right to immediately remove any animal from the Property (including any Unit or Garage) at the sole expense of the Owner for any violation of the provisions of this section which expense, including, but not limited to the Association's reasonable attorneys' fees in connection with the enforcement of the provisions of this section and/or removal of the animal. shall be added to and become a part of the assessment to which the Owner's Lot is subject and shall be a charge and continuing lien on such Lot as well as the personal obligation of the Owner.

43. WRITTEN WAIVER.

No Rule or Regulation shall be deemed to have been waived or abrogated by reason of any failure of the Board of Directors or the Association Manager to enforce the same, regardless of the number of violations which may occur.

A waiver or exception of any Rule or Regulation is only effective if approved by the Board of Directors in a writing signed by the Board of Directors or the Association Manager with the authority of the Board of Directors. Any waiver or exception made by the Board of Directors may be amended, rescinded or otherwise modified at any time by a majority vote of the

Board of Directors and such modification shall be deemed in effect upon the giving of written notice of same to the affected Owner(s) in the manner provided in these Rules and Regulations.

44. MODIFICATION OF CONSENT OR APPROVAL.

Any consent or approval given under these Rules and Regulations may be amended, rescinded or otherwise modified at any time by a majority vote of the Board of Directors and such modification shall be deemed in effect upon the giving of written notice of same to the affected Owner(s) in the manner provided in these Rules and Regulations.

45. EFFECT OF INVALIDATION OR REPEAL.

The invalidation or repeal of any Rule or Regulation, in whole or in part, shall not be deemed to impair or affect in any manner the validity or enforceability of the other Rules and Regulations which shall remain in full force and effect. The invalidation or repeal of any Rule or Regulation shall not effect an Owner's obligation to pay any fines or assessments levied prior to the effective date of such act of invalidation or repeal.

46. NOTICES FROM THE BOARD OF DIRECTORS.

Any written notice required to be given under these Rules and Regulations by the Board of Directors or the Association Manager to an Owner shall be deemed given upon and effective as of the date of either: (i) the mailing of such written notice by First Class U.S. Mail addressed to the Owner at the Unit or such other address as the Owner properly and timely provides in writing to the Board of Directors or the Association Manager as permitted under these Rules and Regulations.

47. NOTICE OF OWNER CHANGE OF ADDRESS.

Any Owner may request that notices required to be given under these Rules and Regulations, the Declaration or the By-Laws, or any other written communications, be sent to an address other than the Unit. Such request must be made in writing and sent by Certified Mail/Return Receipt Requested and addressed to the Association Manager and will be deemed effective upon receipt of same by the Association Manager.

48. PACKAGES.

Neither the Association nor the Association Manager shall be responsible for any loss or damage to any package, goods or other property left at an entrance to a Unit or elsewhere on the Property by a commercial delivery service, the United State Postal Service or other third party.

49. MISCELLANEOUS.

The headings herein are inserted only as a matter of convenience and for reference and in no way define or limit the substantive provision of any Rule or Regulation. The use of any gender in these Rules and Regulations shall be deemed include refer to the masculine, feminine and neutral gender as may be applicable under the circumstances. The use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

50. DEFINITIONS.

Any “capitalized” term appearing in these Rules and Regulations which is not defined in this or her section shall be deemed to have the meaning as defined in the Declaration or By-Laws.

“Association” shall have the meaning set forth in the Declaration, i.e.,
Ridge
Meadows Homeowners’ Association, Inc., its successors and assigns.

“Association Manager” shall mean: Clover Management, Inc. 348

Harris Hill Road, Williamsville, NY 14221, telephone (716) 204-2771, facsimile (716) 688-1439.

“By-Laws” shall have the meaning set forth in the Declaration as amended from time to time.

“Common Area” shall have the meaning set forth in the Declaration.

“Declaration” shall mean the Declaration of the Association dated March 26, 1985, and recorded in the Monroe County Clerk’s Office on March 29, 1985 at Liber 6683 of Deeds, Page 217, as amended by a Supplemental Declaration dated September 5, 1985 and recorded in the Monroe County Clerk’s Office on September 5, 1985 at Liber 6769 of Deeds, Page 136, as amended by a Supplemental Declaration dated October 15, 1986 and recorded in the Monroe County Clerk’s Office on October 17, 1986 at Liber 6997 of Deeds, Page 194, as amended by a Supplemental Declaration dated April 19, 1988 and recorded in the Monroe County Clerk’s Office on April 19, 1988, at Liber 7309 of Deeds, Page 82, and as may be otherwise amended from time to time.

“Lot” shall have the meaning as described in the Declaration.

“Owner” or “Member” of Ridge Meadows Community shall have the meaning set forth in the Declaration, i.e., the record Owner of a Lot, and specifically does not include tenants, occupants or guests of a Unit.

“Property” or “Properties” shall have the meaning set forth in the Declaration and shall include all real property subject to the Declaration including, but not limited to, all Common Area, all Lots, all Units and all property that may otherwise be brought under the jurisdiction of the Association.

“Ridge Meadows Community” shall have the same meaning as “Property” or “Properties” set forth in the Declaration and shall include all real property subject to the Declaration (including, but not limited to, all Common Area) and all property that may otherwise be brought under the jurisdiction of the Association.

“Unit” shall have the meaning as described in the Declaration and shall

include the garage associated therewith (herein “Garage”).

51. RULES OF CONDUCT AT MEETINGS

1. No party or individual may record or video tape a Board Meeting, hearing or Annual Meeting without consent of all Board Members.
2. The use of mobile or cell phones is prohibited without the consent of all in attendance.
3. Violators of these rules will be fined according to the published fine schedule and no longer be welcome to participate in future meetings

RIDGE MEADOWS HOMEOWNERS' ASSOCIATION INC.
AMENDED & RESTATED RULES AND REGULATIONS

Effective Date: July 24, 2019

APPENDIX – FORMS

Application for Approval of Architectural Change

Application for Approval of Landscape Change

Antenna/Dish Installation Form

Pet Registration Form

Rental Information Form

Lease Addendum

APPLICATION FOR APPROVAL OF ARCHITECTURAL CHANGE

PLEASE RETAIN A COPY FOR YOUR RECORDS AND SEND THE ORIGINAL OF THIS APPLICATION AND ALL SUPPORTING PAPERWORK TO:

RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.

**348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221**

*No Work May Be Commenced Prior To Unit Owner Receiving a Signed Approval From the Association.
Please Expect 30 Days For Processing After Association's Receipt of All Required Paperwork & Information.*

UNIT OWNER NAME: _____ UNIT ADDRESS _____ Flower Dale Drive / Circle

PHONE NUMBERS: HOME () _____ WORK () _____ CELL () _____

PROPOSED ALTERATION or MODIFICATION: _____

PROPOSED STARTING DATE: ____/____/____ PROPOSED COMPLETION DATE: ____/____/____

CONTRACTOR PERFORMING WORK: _____ Contact Person: _____

ADDRESS: _____ PHONE : () _____ CELL () _____

THE FOLLOWING INFORMATION & DOCUMENTATION IS REQUIRED (ATTACH AS MANY PAGES AS NECESSARY):

1. Complete & Detailed Description of Proposed Alteration or Modification
2. Photograph(s) of Affected Area As Existing (*Before* Proposed Alternation or Modification)
3. Drawing(s) or Blue Print(s) Done To Scale Showing Plans, Elevations & Cross Section(s)
4. All Building Permits Or Other Government Approvals Necessary
5. List of Specific Materials To Be Used (Including Brand(s) and Model No(s).)
6. Liability Insurance Face Sheet With Expiration Date

(Contractor & Unit Owner Each Responsible To Verify With Association If Materials Or Other Specs. Have Been Mandated)

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UNIT OWNER: READ CAREFULLY AND SIGN BELOW

The Unit Owner understands and agrees that he/she is solely responsible for: (i) the cost of the alteration or modification (including all permits), the quality of construction, maintenance, upkeep, repair, replacement and/or removal (consistent with Association standards) of any approved alteration or modification; (ii) any damage to and the cost of repair of any other Unit or common element or other Association property resulting from the construction, installation or use of the alteration or modification; and (iii) the cost of repair, relocation or movement of the underground utility line(s) (e.g., electricity, water, gas, telephone, cable, etc.) made necessary by the proposed alteration or modification or resulting from damage or service disruption caused during or as a result of said alteration or modification and use thereof. The Association assumes no responsibility for, and the Unit Owner hereby agrees to hold harmless and indemnify the Association from, any and all such damages, costs and expenses including reasonable attorneys' fees. Prior to the sale of the Unit, Unit Owner must provide the Association with written acknowledgement from the Buyer that he/she will be bound by the foregoing conditions or the Unit Owner must remove the alteration or modification and return the Unit and other affected area(s) to its/their original condition before closing on the sale.

X SIGNATURE OF UNIT OWNER: _____ **DATE:** ____/____/____

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THIS SECTION TO BE COMPLETED BY THE ASSOCIATION or ASSOCIATION MANAGER ONLY

The Above Application is: _____ Approved Subject to Final Inspection
_____ Approved with Restrictions (See Attachment) & Subject to Final Inspection
_____ Rejected _____ Without Prejudice for Resubmission (See Attached Letter)

APPROVAL IS AUTOMATICALLY REVOKED IF WORK IS NOT COMPLETED BY: ____/____/____.

Signed: _____ Date: ____/____/____

FINAL INSPECTION BY ASSOCIATION - Date: ____/____/____ APPROVED _____ REJECTED _____ By: _____

APPLICATION FOR APPROVAL OF LANDSCAPE CHANGE

PLEASE RETAIN A COPY FOR YOUR RECORDS AND SEND THE ORIGINAL OF THIS APPLICATION AND ALL SUPPORTING PAPERWORK TO:
RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.
348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221

*No Work May Be Commenced Prior To Unit Owner Receiving a Signed Approval From the Association.
Please Expect up to **60 Days** For Processing After Association's Receipt of All Required Paperwork & Information.*

NOTE: NO APPROVAL WILL BE GRANTED FOR ANY DEVIATION FROM THE RESTRICTIONS ON MAXIMUM HEIGHT OF PLANTINGS, TREES, BUSHES AND SHRUBBERY (ARBORVITAE), PROHIBITED PLANTINGS, FEEDERS OR LIGHTS.

UNIT OWNER NAME: _____ UNIT ADDRESS _____ Flower Dale Drive / Circle

PHONE NUMBERS: HOME () _____ WORK () _____ CELL () _____

PROPOSED LANDSCAPE CHANGE (Description): _____

PROPOSED STARTING DATE: ____/____/____ PROPOSED COMPLETION DATE: ____/____/____

CONTRACTOR (If Work Performed By Owner Write "SELF"): _____ Contact Person: _____

ADDRESS: _____ PHONE : () _____ CELL () _____

THE FOLLOWING INFORMATION & DOCUMENTATION IS REQUIRED (ATTACH AS MANY PAGES AS NECESSARY):

1. Complete & Detailed Description of Proposed Landscape Change
2. Photograph(s) of Affected Area As Existing (*Before* Proposed Landscape Change)
3. Drawing(s) Showing Proposed Landscape Change, Plantings, Plans, etc., with approximate measurements/dimensions.
4. List of Specific Plants, Shrubbery and Other Materials To Be Used (Including species)

(Contractor & Unit Owner Each Responsible To Verify With Association If Materials Or Other Specs. Have Been Mandated)

UNIT OWNER: READ CAREFULLY AND SIGN BELOW

The Unit Owner understands and agrees that he/she is solely responsible for: (i) the cost of the landscape change as well as the maintenance, replacement and/or removal (consistent with Association standards) of any approved landscape change; (ii) any damage to and the cost of repair of any other Unit or common element or other Association property resulting from the landscape change; and (iii) the cost of repair, relocation or movement of the underground utility line(s) (e.g., electricity, water, gas, telephone, cable, etc.) made necessary by the proposed landscape change or resulting from damage or service disruption caused during or as a result of said landscape change. The Association assumes no responsibility for, and the Unit Owner hereby agrees to hold harmless and indemnify the Association from, any and all such damages, costs and expenses including reasonable attorneys' fees. Prior to the sale of the Unit, Unit Owner must provide the Association with written acknowledgement from the Buyer that he/she will be bound by the foregoing conditions or the Unit Owner must remove the landscape change and return the affected area to its original condition before closing on the sale at his or her own expense.

X SIGNATURE OF UNIT OWNER: _____ **DATE:** ____/____/____

THIS SECTION TO BE COMPLETED BY THE ASSOCIATION or ASSOCIATION MANAGER ONLY

The Above Application is: _____ Approved Subject to Final Inspection
_____ Approved with Restrictions (See Attachment) & Subject to Final Inspection
_____ Rejected _____ Without Prejudice for Resubmission (See Attached Letter)

APPROVAL IS AUTOMATICALLY REVOKED IF WORK IS NOT COMPLETED BY: ____/____/____.

Signed: _____ Date: ____/____/____

FINAL INSPECTION BY ASSOCIATION - Date: ____/____/____ APPROVED _____ REJECTED _____ By: _____

ANTENNA/DISH INSTALLATION FORM

PLEASE RETAIN A COPY FOR YOUR RECORDS AND SEND THE ORIGINAL TO:
RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.
348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221

*Please Complete and Submit This Form at Least Ten (10) Business Days Prior To Installation.
Unit Owner acknowledges that he/she has read fully understands and agrees to comply with the Association's Rules and Regulations concerning antenna/dishes (including any amendment made after the execution of this acknowledgment).*

The Undersigned agrees to provide clear photograph(s) of the installation demonstrating compliance with the Association's Rules and Regulations within five (5) days of the Antenna/dish installation.

UNIT OWNER NAME: _____ UNIT ADDRESS _____ Flower Dale Drive / Circle

PHONE NUMBERS: HOME () _____ WORK () _____ CELL () _____

Antenna/Dish Type/Purpose	Service Provider	Diameter or Diagonal Length (Max. 39.37" (1 meter))	Location of Installation (Insert # from List Below)

SERVICE PROVIDER/CONTRACTOR PERFORMING INSTALLATION: _____ INSTALLATION DATE ____/____/____

Contact Person: _____ Address: _____ Phone: () _____

Will the installation comply with the Association's Rules and Regulations: _____ Yes _____ No

Will the antenna/dish comply with the Association's Rules and Regulations: _____ Yes _____ No

Note: No Antenna mast may be greater in height than the distance between the Antenna and the Unit's Lot line without prior written approval of the Board of Directors.

INSTALLATION LOCATIONS (IN ORDER OF PREFERENCE)

- In the Unit's attic (if acceptable quality signal obtainable);**
- On the deck associated with the Unit (if one);**
- On a mast located in the Unit's patio area (if no deck);**
- On the rear of the Unit's roof;**
- On the front of the Unit's roof (including Garage roof) if no acceptable quality signal elsewhere**

Any Antenna installed on a roof (Unit or Garage) shall be installed: (i) at least nine (9) feet above the roof eave line and at least one (1) foot below the roof ridge line; (ii) with at least two (2) mounting bracket bolts secured through a joist or roofing member; (iii) with sealant applied under the mounting bracket(s). Wires and conduits should be fished up from the basement or from the attic down, and must not be exposed on the exterior of any Unit, or placed in any manner that interferes with the maintenance of the Unit or lawn or landscaping. Antenna should be painted, screened or camouflaged so that it blends into the background against which it is mounted.

UNIT OWNER: READ CAREFULLY AND SIGN BELOW

The Unit Owner understands and agrees that with respect to any antenna/dish associated with the Unit he/she is solely responsible for: (i) the cost of the installation, maintenance, repair, replacement and/or removal (consistent with Association standards) of same; (ii) any damage to and the cost of repair of any other Unit or common element or other Association property resulting from the installation, use or failure to maintain same; and (iii) the cost of repair, relocation or movement of the underground utility line(s) (e.g., electricity, water, gas, telephone, cable, etc.) made necessary by the installation, maintenance, repair, replacement and/or removal (consistent with Association standards) of same or resulting from damage or service disruption caused during or as a result of same and its use. The Association assumes no responsibility for, and the Unit Owner hereby agrees to hold harmless and indemnify the Association from, any and all such damages, costs and expenses including reasonable attorneys' fees. Prior to the sale of the Unit, Unit Owner must provide the Association with written acknowledgement from the Buyer that he/she will be bound by the foregoing conditions or the Unit Owner must remove all antenna(s)/dish(s) associated with the Unit and return the Unit and other affected area(s) to pre-installation condition before closing on the sale of the Unit.

X SIGNATURE OF UNIT OWNER: _____ **DATE:** ____/____/____

DOG AND CAT REGISTRATION FORM

PLEASE RETAIN A COPY FOR YOUR RECORDS AND SEND THE ORIGINAL TO:

RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.

348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221

Pet waste shall not be permitted anywhere on the Property and must be collected immediately and properly disposed of at all times. Each Unit may have associated with it either one (1) dog of no more than thirty (30) pounds or two (2) cats. Dogs of any degree of lineage of the following breeds are strictly prohibited: Akita, Pit Bull (See Rules & Regulation definition), Rottweiler, Husky, German Shepherd, Alaskan Malamute, Doberman Pinscher, and Chow. The visitation or harboring of an unregistered pet or animal for any duration of time is strictly prohibited. All dogs and cats must be accompanied by an adult (over the age of 18 years) and leashed at all times unless inside a Unit. Each Unit Owner is responsible for violations of the Association's pet regulations by the Unit Owner as well as any tenants, occupants or guests of his or her Unit and any and all damage caused by the pet or animal. The Association assumes no responsibility for, and the Unit Owner (and Tenant(s)) hereby agrees to hold harmless and indemnify the Association from, any and all liabilities, damages, costs and expenses including reasonable attorneys' fees, arising from the presence anywhere on the Property of any pet or animal associated with the Unit.

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

UNIT _____ Flower Dale Drive / Flower Dale Circle

OWNER NAME: _____

Home Phone () _____ Work Phone () _____ Cell Phone () _____

Pet Name	Dog or Cat	Breed	Color	Age	Weight (lbs.)	Date Acquired

Town of Greece Dog License # (if applicable) _____ (Attach Copy of Current License)

For each pet attach: (a) two (2) photos (4" x 6" or larger) in which the pet is clearly visible from a side view and front view (The pet should occupy at least half the space in each picture); (b) current veterinarian certification of breed, age, weight and immunization requirements; and (c) current license.

UNIT OWNER (TENANT): READ CAREFULLY AND SIGN BELOW

Each Unit Owner (and Tenant if applicable) has read, fully understands and agrees to comply with the above summary of pet restrictions as well as all other provisions of the Association's Rules and Regulations governing pets (including any amendment made after the execution of this acknowledgment).

Unit Owner _____

Dated ___/___/___

Unit Owner _____

Dated ___/___/___

Tenant _____

Dated ___/___/___

Tenant _____

Dated ___/___/___

RENTAL INFORMATION FORM

PLEASE RETAIN A COPY FOR YOUR RECORDS AND SEND THE ORIGINAL TO:

:
RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.
348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221

No Unit may be leased other than as a single-family residence for a term of at least one (1) year. All leases must be in writing and comply with the Association's Declaration, By-Laws and Rules and Regulations. The Unit Owner must notify the Board of Directors immediately in the event of cancellation or termination of the Lease. Lease renewal or extension requires notice to the Board of Directors at least sixty (60) days prior to the expiration of the lease and prior written approval before the commencement of the renewal/extension term (Automatic Renewal Provisions are subject to Association approval). No tenancy is valid unless the Association's Lease Addendum is executed and returned to the Association with a copy of the Lease and this Rental Information Form prior to the commencement of tenancy.

Maintenance/Repair Request Must Be Made By the Unit Owner.
Owner is Responsible for Violations Committed By Unit Tenants, Occupants & Guests.

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

RENTAL UNIT _____ Flower Dale Drive / Flower Dale Circle

OWNER NAME: _____

OWNER Home Phone () _____ Work Phone () _____ Cell Phone () _____

OWNER Residence Address: _____

City, State, Zip Code: _____

LEASE TERM: commencing on _____ and terminating on _____ (mm/dd/yyyy).

Tenant Name (Print)	Work Phone	Cell Phone

Telephone Number of Leased Unit: _____

Vehicle #1: Year _____ Make _____ Type _____ Color _____ Plate/State _____

Vehicle #2: Year _____ Make _____ Type _____ Color _____ Plate/State _____

Pet(s): _____ None _____ Yes (Please Complete & Submit Pet Registration Form)

LEASE ADDENDUM

PLEASE RETAIN A COPY FOR YOUR RECORDS AND SEND THE ORIGINAL TO:
RIDGE MEADOWS HOMEOWNERS' ASSOCIATION, INC.
348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221

RENTAL UNIT _____ Flower Dale Drive / Flower Dale Circle
Town of Greece, Monroe County, New York 14626 (the "Unit")

This Lease Addendum is made by and between or among:

(Print) _____ ("Landlord/Owner"), and
(Print) _____ ("Tenant(s)"),
and made a part of that certain lease by and between or among said persons dated _____ (month)
____ (day), 20__ (year) (the "Lease"), for the above-reference premises located within the property
subject to the jurisdiction of Ridge Meadows Homeowners' Association, Inc. (the "Association").

Landlord/Owner and Tenant(s) each acknowledge and agree as follows:

1. That the Lease and tenancy is subject to the approval of the Association and may not be modified, amended, renewed, extended or assigned, without prior written consent of the Association's Board of Directors (the "Board").
2. That the Lease and tenancy is subject to the terms, conditions, provisions and covenants of the Association's Declaration, By-Laws and Rules and Regulations of the Association ("Association Governance Documents") as may be amended before or after the execution of the Lease and this Lease Addendum.
3. That any term, condition or provision of the Lease shall be invalid and unenforceable to the extent that same is inconsistent or in conflict with any term, condition, provision or covenant of the Association Governance Documents which shall control.
4. That the Unit shall only be used as a single-family residence with no more than two (2) persons being permitted to occupy each bedroom. The basement, living room, garage, etc., may not be used as a bedroom for the purposes of occupancy.
5. That the use of the Unit for any business or commercial purposes is strictly prohibited.
6. That the Tenant(s) shall not sublease the Unit or Garage.
7. That the Tenant(s) and any occupant(s) of the Unit shall comply with all provisions of the Association's Governance Documents (including any amendments made during the tenancy) and if any Tenant or occupant fails to comply with the aforesaid provisions, the Association is authorized by the Landlord/Owner to terminate the Lease and bring summary proceedings in the name of the Landlord/Owner to evict the Tenant(s) and any occupants and the Landlord/Owner shall reimburse the Association for all costs and reasonable attorneys' fees.

8. That the Tenant(s) have read and are fully aware of the Association's Pet Restrictions and Registration requirement and shall comply with same at all times during tenancy.

9. That the Landlord/Owner shall be responsible for any violation of the Association's Declaration, By-Laws or Rules and Regulations by any occupant, Tenant and/or visitor (including contractors) of the Unit.

10. That the Tenant(s) shall be permitted no more than two (2) vehicles on the Property as identified in the Rental Information Form which should be parked in the Unit's Garage or driveway.

11. That the Tenant(s) acknowledge and agree to all rights of entry and easements in favor of the Association (and its agents) granted under the Association's Governance Documents.

12. That if the Landlord/Owner fails to pay any assessment made by the Association (including common charges, special assessments and charges for attorneys' fees, costs, damages, fines, late fees and interest), the Association shall be entitled to demand that the Tenant(s) pay all sums due as rent to the Association until such time as all such assessments are paid in full; Tenant(s) agrees to honor such demand and the Landlord/Owner agrees the Tenant(s) shall have no liability to the Landlord/Owner for any sums so paid to the Association. The Landlord/Owner further authorize the Association and its manager and attorneys to communicate with the Tenant(s) and occupants of the Unit concerning said debt collection.

13. That the Association may evict the Tenant(s) after entry of the Judgment of Foreclosure with thirty (30) days prior written notice notwithstanding that the Lease term has not expired.

14. That neither the Lease nor this Lease Addendum creates any rights of privity of contract or estate between or among the Tenant(s) and the Association for the provision of any services. Tenant(s) shall have no rights to participate in the annual meeting of Owners or enjoy any other right or privilege of a Landlord/Owner by virtue of the Lease, this Lease Addendum or the tenancy.

15. That the Landlord/Owner shall furnish the Tenant(s) with complete copies of the Association Governance Documents prior to tenancy as well as any and all notices from the Association or its manager or attorneys thereafter as applicable under the circumstances.

16. That the Landlord/Owner and Tenant(s) shall provide the Association a complete and executed copy of the Lease and Rental Information Form prior to the commencement of tenancy.

17. That this Lease Addendum shall be effective as of the effective date of the Lease and shall survive any extension, renewal expiration, termination or cancellation of same.

IN WITNESS HEREOF, the parties hereto have executed this Lease Addendum as of the date(s) set forth below.

Landlord/Owner _____

Dated ___/___/___

Landlord/Owner _____

Dated ___/___/___

Tenant _____

Dated ___/___/___

Tenant _____

Dated ___/___/___