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**Radisson**  
COMMUNITY ASSOCIATION



Produced by the Architectural  
Standards Committee

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# PROPERTY USE AND MAINTENANCE COVENANTS

A REFERENCE GUIDE FOR UNDERSTANDING PROPERTY USE STANDARDS AND MAINTENANCE  
STANDARDS WITHIN THE RADISSON COMMUNITY

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## Section 1.0 Introduction

	<p>The Architectural Standards Committee (ASC) has published Architectural Standards Guides for single family and attached/cluster homes. These publications are produced to help homeowner’s complete exterior modifications to their property.</p> <p>While the Architectural Standards (found in the Architectural Standards Guide) are primarily implemented to preserve the architectural integrity of the whole community, this publication focuses on the ongoing upkeep and specific use of properties within the community. The Radisson Use and Maintenance Covenants relate to the physical condition of property and specify how property may be used. Examples include: a business in the home, vehicle parking, acceptable paint conditions for a home, and common property regulations.</p> <p>The Radisson Use and Maintenance Covenants are mostly derived from the Radisson Declaration and were developed, in part, to ensure that properties are kept in good repair, acceptable in appearance, and substantially similar to their original condition. The Covenants require that the property, and any improvement or alteration, be kept in good condition so that it does not have a detrimental or adverse effect on other properties in the community.</p> <p>These considerations become even more important as Radisson properties age and require more frequent maintenance. The Radisson Use and Maintenance Covenants provide both a reminder of property owners’ responsibilities and a process through which the community can protect its physical well-being.</p>
<p><b>Task of Architectural Standards Committee</b></p>	<p>The Architectural Standards Committee (ASC), appointed by the Radisson Board of Directors, is responsible for administering the Use and Maintenance Covenants set forth in the Radisson community. In doing so, the Committee:</p> <ul style="list-style-type: none"> <li>• Considers and decides violations in accordance with adopted procedures that are found by Radisson Community Association (RCA) staff or other Association Members.</li> <li>• Develops Use and Maintenance Standards.</li> <li>• Provides assistance to homeowners in resolving outstanding violations.</li> </ul>
<p><b>How are violations found or reported?</b></p>	<p>Upon request by sellers, the RCA staff performs inspections to disclose violations upon transfer of property ownership as required by the Radisson Declaration.</p> <ul style="list-style-type: none"> <li>• The RCA staff conducts routine neighborhood inspections on a periodic basis.</li> <li>• The RCA staff also performs inspections as a result of complaints from members.</li> </ul>

	<p>RCA staff will begin a series of communications (usually in a letter) with the property owner to inform the owner about the violation(s), open a dialogue about potential remedies and follow through until the matter is resolved. See page 30 for the complete process of the RCA/ASC Violation Abatement/Fine Policy.</p> <p>Consequences if a property owner does not successfully resolve a violation If the violation is not corrected, the Architectural Standards Committee will refer the violation to the Radisson Board of Directors, which may include legal action through the RCA’s attorney.</p>
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**Section 2.0 Radisson Declaration (excerpts)**

<p><b>Article V - Architectural Standards Committee</b></p>	<p><i>The following articles of the Radisson Declaration are most relevant to the Architectural Standards Committee, covenants, property maintenance, and property use restrictions. These excerpts pertain to the use and maintenance of property with the Radisson Community. The Radisson Declaration in its entirety may be found in its entirety at <a href="http://www.radissoncommunity.org">www.radissoncommunity.org</a>.</i></p> <p><b>Section 1. Composition and Appointment</b></p> <p>As soon as is practicable following the recording of this Declaration, the Board of Directors of the Association shall establish an Architectural Standards Committee (the “Committee”) consisting of five (5) individual members appointed by the Association’s Board of Directors for terms of one (1) year each. As of February 26, 1986 and thereafter, the Architectural Standards Committee shall be increased in size from five (5) individual members to seven (7) individual members. Thereafter, the Board of Directors of the Association shall annually appoint all members to the Committee for one (1) year terms. There shall be no limitation on the number of terms an individual can serve as a member of the Committee.</p> <p>One (1) member of the Committee, at all times, must be an Architect registered to practice in the State of New York, who may or may not be a Resident of Radisson.</p> <p>Following occupancy of Two Thousand Five Hundred (2,500) dwelling units, a majority of the members of the Committee must thereafter be Residents of the New Community. Prior to occupancy of such 2,500 units, the members of the Committee may or may not be Residents.</p> <p>If any vacancy shall occur in the Membership of the Committee by reason of death, resignation, removal or otherwise, the Board of Directors of the Association shall as soon as is practicable, fill such vacancy.</p> <p>Any Committee member may resign at any time by giving written notice thereof to the Chairman of the Committee and such resignation shall take effect on receipt thereof by the Chairman.</p>
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Any member of the Committee may be removed, with or without cause, by majority vote of the Board of Directors of the Association.

**Section 2. Officers and Compensation; Consultants**

The Board of Directors of the Association shall appoint a Chairman from among the members of the Committee. The members of the Committee, from among their number, may appoint such other officers as they shall determine appropriate and the Chairman of the Committee may establish such sub-committees as he or she deems appropriate from time to time and appoint members thereto from among the members of the Committee. The members of the Committee shall receive no compensation for their services as members thereof but shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance their duties as members of the Committee. The Committee may from time to time recommend to the Association that consultants it deems necessary or appropriate be retained and compensated by the Association.

**Section 3. Conflicts of Interest**

Each member of the Committee shall inform the Committee in writing of any financial or other relationship which he may have with any applicant before the Committee.

**Section 4. Meetings**

The Committee shall hold regular meetings at least once every three (3) months and as provided for by Resolution duly adopted by the Committee. Special meetings of the Committee may be called by the Chairman thereof and shall be called by the Chairman upon the written request of a majority of the members of the Committee. Regular and special meetings of the Committee shall be held at such time and at such place as the members of the Committee shall specify. Notice of each regular or special meeting of the Committee shall be mailed or delivered to each member thereof at his residence or at his usual place of business at least three days before the date on which the meeting is to be held. Notice of special meetings only shall specify the purpose or purposes for which the meeting is called. At each meeting of the Committee a presence of a majority of the members then in office shall be necessary to constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of members of the Committee present at the time and place of the meeting may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

The Committee shall maintain both a record of votes and minutes for each of its meetings. The Committee shall make such records and minutes and current copies of its rules and regulations available at reasonable places and times for inspection by Members of the Association.

**Section 5. Manner of Acting.**

The Committee shall adopt or promulgate rules, regulations, and policy statements and will, as required, make findings, determinations, rulings and orders. The Committee shall, as required, issue permits, authorizations or approvals pursuant to directions and authorizations contained herein. Any one of the members of the Committee may be authorized to exercise the full authority of the Committee with respect to the review of plans and specifications pursuant to the provisions of this Article V, and with respect to all other specific matters as may be specified by resolution of the Committee. The action of a member with respect to the foregoing shall be final and binding upon the Committee, subject, however, to appeal to the Committee as a whole. Any applicant for such approval, permit or authorization or any member of the Committee may, within ten days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the entire Committee. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Committee. Thereafter, the decision of a majority of the members of the Committee with respect to such matter shall be final and binding.

**Section 6. Jurisdiction**

Except as may be otherwise provided for in this Article, the Committee shall have no powers, authority, or jurisdiction with respect to the initial construction of improvements upon any portion of the Property subject to this Declaration, as the same may be supplemented and amended from time to time. Upon completion and occupancy of any improvement constructed on any portion of the Property area, the Committee shall have the power and authority to initiate remedies to remove violations of the conditions, controls and restrictions specified in this Declaration as the same may apply to such completed and occupied improvement in accordance with the provisions of Section 8 of this Article.

No existing improvement upon any Lot other than Industrial, Golf Course Property, and Commercial Lots shall be altered in any way which materially changes the exterior appearance thereof nor shall any Lot or Improvement, other than an Industrial, Golf Course Property, or Commercial Lot, be used for a purpose other than that for which it was originally designed or constructed unless plans and specifications (including a description of any proposed new use) therefore shall have been Submitted to and approved by the Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee. In any case in which the Committee shall disapprove any Plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Committee, if requested, shall make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared

and submitted for approval. In the event that the Committee shall fail to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action by the Committee shall be required.

With respect to any improvement constructed on any Industrial, Golf Course Property, or Commercial Lot, the Committee shall have the right to review and approve plans and specifications, in accordance with the above specified procedures, for any alteration to such Improvement which affects the exterior appearance thereof except for such alterations which shall be deemed to constitute an addition to such Improvements or construction of a new facility on such Industrial, Golf Course Property, or Commercial Lot. The Committee shall have no power to review and approve plans respect to such additional or new construction on an Industrial or Commercial Lot nor shall it have any review powers with respect to proposals which change the purpose for which Improvements on Industrial, Golf Course Property, or Commercial Lots were originally designed or constructed.

The Developer shall be solely responsible for approving improvements on any Industrial, Golf Course Property, or Commercial Lot as well as any additions and new construction on such Industrial, Golf Course Property, or Commercial Lots. In the event a question arises, the Developer shall decide whether a proposed change is an alteration which affects exterior appearances, or an addition to an improvement on an Industrial or Commercial Lot.

#### **Section 7. Rules, Regulations and Policy Statements**

The Committee may adopt, promulgate and enforce rules and regulations for the purpose of governing the form and content of plans and specifications to be submitted for approval hereunder or for the purpose of enabling the Committee to exercise any of the powers granted to it herein. The Committee may issue statements of policy with respect to the approval or disapproval of architectural styles, details of construction or such other matters as may be presented for approval. Such rules, regulations and such statements of policy may be amended or revoked by the Committee at any time, provided that no change of policy shall affect the finality of any approval granted prior to such change.

#### **Section 8. Violations**

Except as may otherwise be provided for in this Article with respect to Industrial, Golf Course Property, and Commercial Lots, if any Improvement shall be altered, modified or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with the plans and specifications approved by the Committee pursuant to the provisions of this Article such alteration, maintenance or use shall be deemed to have been undertaken in violation of this Article V and without the approval required herein; and, upon written notice from the Committee, any such Improvement so altered, modified or maintained upon any Lot in violation hereof shall be

removed or re-altered, and any such use shall be terminated, so as to extinguish such violation. If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same within 20 days after the mailing of the notice of violation, then the Association shall have the Right of Abatement as provided in Article XII Section 3 hereof. Failure to adhere to any of the general covenants and restrictions contained in this Declaration or of any of the rules, regulations and policy statements enacted by the Association or the Committee shall be deemed a violation and the Association shall have enforcement rights to remedy such violation as provided herein.

**Section 9. Certificate of Compliance**

Upon completion of the alteration of any Improvement in accordance with plans and specifications approved by the Committee, as required herein, the Committee shall, upon written request of the Owner of such Improvement, issue a Certificate of Compliance, identifying such Improvement and the Lot upon which such Improvement is placed, and stating that the plans and specifications, the location of such Improvement, alteration or modification and the use or uses to be conducted thereon have been approved and that such Improvement as altered or modified complies with the plans and specifications.

**Section 10. Fees**

Deleted by Amendment 15

**Section 11. Inspection Rights**

Any agent of the Association or the Committee may at any reasonable time or times enter upon any Lot for the Purpose of ascertaining whether the maintenance of such Lot or the construction, alteration or exterior maintenance of any Improvement thereon is in compliance with the provisions hereof. Such inspection rights shall also be exercised by the Association or the Committee upon application by a member for a certificate of compliance for the resale of their lot and improvements. Such inspection rights shall extend to the interior of the residential improvements on a member's lot for computing the annual assessment on the occupied space of such improvements. Such inspection shall include the right to measure occupied space and finished living areas as those terms are defined herein. Such inspection shall be done at reasonable times and upon reasonable notification to such member. A refusal by a member to allow such inspection shall be deemed a violation pursuant to Article XII of the Declaration.

**Section 12. Liability of Committee**

The rights and responsibilities of the Committee provided for in this Declaration shall be only for purposes of assuring development in accordance with the Project Plan, and any action taken by the Committee pursuant to this Declaration shall not entitle any person to rely thereon with respect to conformity with laws, regulations, codes or ordinances, or with respect to the physical or other condition of the Project Area or any Lot or part thereof, and

	<p>all claims, demands or causes of action arising out of any such action by the Committee shall be deemed to be hereby waived. Neither UDC, the Association, the Committee, nor their successors or assigns shall be liable for any damages to anyone submitting plans to them for approval or to any owner or Resident or any other person, by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval, or failure to approve any plans. Every person who submits plans to any of such entities, their successors or assigns, for approval, agrees, by submission of such plans, and every Owner or Resident is deemed to hereby agree that he will not bring action or suit against any of such entities, their successors or assigns, to recover any such damages.</p>
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<p><b>Article VI - General Covenants and Restriction</b></p>	<p>All of the General Covenants and Restrictions set forth in this Article VI shall apply to all Lots within the Property.</p> <p><b>Section 1. Designation of Lots by Use</b>  Developer shall designate on final site plans each Lot of the Property to be for (a) residential, (b) commercial, (c) industrial, (d) community/institutional, (e) mixed uses or (f) Golf Course Property. Following such designation there shall not be any change in the use designation of each such Lot except with the prior written consent of the Owner thereof and of the Committee. A map indicating such Lot use designations shall be filed and kept up to date in the Onondaga County Clerk’s Office.</p> <p><b>Section 2. Change in Use of Building or Structures</b>  Subsequent to completion of construction, no building or structure shall be used for any purpose other than for the general category of use originally designated for such building or structure at the time the Lot therefore was sold, without the prior written approval of the Committee.</p> <p><b>Section 3. Approval for Construction of Additions to and Alterations of Existing Structures.</b>  No existing building or structure on any Lot, other than an Industrial, Golf Course Property or Commercial Lot, may be added to or altered in any way which materially affects the exterior appearance thereof unless plans and specifications have been approved by the Committee.</p> <p>Any material exterior alteration or modification to an existing building or structure on an Industrial, Golf Course Property or Commercial Lot, other than alterations or modifications which constitute an addition to such existing structure or construction of a new facility on such Industrial, Golf Course Property or Commercial Lot, shall require approval of the Committee.</p> <p>All alterations or modification which constitute an addition to existing structures or construction of a new facility on any Industrial, Golf Course Property or Commercial Lot must receive the prior written approval of the Developer, provided, however, that the Developer, in its discretion, shall have</p>
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the right to assign such approval powers to its successor in interest as developer of the Property; the Association; or the Committee. .

**Section 4. Maintenance of Property**

Each Owner shall keep and maintain all Lots and Improvements owned by him in good condition and repair including but not limited to: the seeding, watering, and mowing of all lawns: the pruning and trimming of all trees, hedges, shrubbery and other planting so that the same are not detrimental to adjoining Lots, obstructive of a view of street traffic or unattractive in appearance; and the repairing and painting (or other appropriate external care) of all Improvements. Each Owner shall also maintain all lawns, shrubbery and trees located in the street right-of-way adjacent to such Owner’s Lot. The Architectural Standards Committee shall be authorized to (1) establish clear and objective architectural standards and policies for the exterior maintenance of single family attached homes or cluster units (townhouses, patio homes, duplexes) and (2) make determinations and, if necessary, cite violations to cause owners of attached units to make needed repairs for any exterior maintenance condition affecting any or all units in a cluster unit building. Further, that such determinations made by the Committee and subject to RCA Board approval, shall be enforceable under the provisions of the Radisson Declaration including the right of the Association to enter the property for the purpose of causing necessary exterior repairs to be made to any or all affected units. All costs, including legal fees incurred by the Association, shall become a lien upon the property and the Owner(s) unless they are paid in full to the Association. Where a residential unit has been constructed as a detached unit on a lot within a cluster unit neighborhood, the detached unit shall be considered as an attached unit for architectural standards purposes.

**Section 5. Advertising and Signs**

No sign or other advertising device of any nature shall be placed on display to the public view on any Lot or other parcel of land shown as open space on any filed or recorded map, including temporary signs advertising property for sale or rent, without the written permission of the Committee, except for signs or other advertising devices erected by or with the permission of the Developer in connection with the original construction, lease or sale of buildings, Lots or other parcels of the Property. The Committee may, in its discretion, adopt and promulgate additional rules and regulations relating to signs which may be employed.

Following completion of construction and in addition to such signs and advertising devices that may have been approved by Developer in conjunction with the original construction, sale or lease of such property, signs and other advertising devices may be erected and maintained upon any portion of the Property designated for industrial or commercial uses upon further approval of the Developer as to the color, location, nature, size and other characteristics of such signs and devices. However, Developer, in its discretion, shall have the right to assign such post-construction approval

powers to its successor in interest as developer of the Property; the Association; or the Committee.

**Section 6. Animals, Birds and Insects.**

Except for dogs, cats and other common household pets kept as pets, and except as the Committee may otherwise approve in writing, no animals, birds, reptiles or insects shall be kept or maintained on any portion of the Property.

**Section 7. Trailer, Boat, Non-Operable Motor Vehicle and Snowmobile Storage**

As of February 26, 1986 and thereafter, recreational vehicles, motor homes and vehicles which would not fit in an Association Member's garage in addition to boats, boat trailers, house trailers, trailers, campers, snowmobiles, junked, non-operable or non-registered motor vehicles, or similar items shall not be permitted to be parked overnight or otherwise stored on any outside portion of any Lot covered by the Declaration, except as may be approved by Developer with respect to Industrial Lots. Developer, in its discretion, shall have the right to assign such approval powers to its successor in interest as developer of the Property; the Association: or the Committee.

**Section 8. Fences, Walls and Other Appurtenances**

Except as may be permitted by Developer in conjunction with construction, sale or lease on or of any Lot, no fence, wall, pole, mailbox, newspaper delivery receptacle or similar improvement shall be erected, begun or permitted to remain on any portion of the Property unless approved by the Committee.

**Section 9. Sewage Disposal Systems**

Except as may be permitted by Developer in conjunction with the construction, sale or lease on or of any Lot, no individual sewage disposal system shall be permitted on any portion of the Property without the express and prior written approval of such system from the Committee.

**Section 10. Above Surface Utilities**

Except during the construction of improvements on a Lot and except for high tension lines and switch gear boxes required in conjunction with the underground installation of utility lines and pad mounted transformers, no facilities including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground without the prior written approval of the Committee.

The location of all switch gear boxes and pad mounted transformers required to be placed above ground surface not previously approved by Developer in conjunction with plans and specifications for development within the Property must be approved by the Committee prior to their installation.

**Section 11. Party Walls**

Each wall that is built as a part of the original construction of any building located on the Property which is placed on the dividing line between two or more Lots shall constitute a party wall. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use. If a party wall is destroyed or damaged by fire or other casualty any owner who has used the wall may restore it and if the other owners thereafter make use of the wall they shall contribute to the cost of restoration in proportion to such use, which right of contribution shall, however, be without prejudice to the right of any owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this paragraph, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. In the event any dispute arises concerning a party wall, each owner shall choose one arbitrator, who shall choose an additional arbitrator, and their decision with respect to the dispute shall be by a majority and shall be binding upon the owners and enforceable in any court having jurisdiction over them.

**Section 12. Pipes, Oil and Mining Operations**

Except during construction of improvements on a Lot, no water pipe, gas pipe, sewer pipe or drainage shall be installed or maintained on any portion of the Property above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No portion of the Property shall be used except by Developer for the purpose of boring, drilling, refining, mining, quarrying, exploring for or removing natural gas, oil or other hydrocarbons, minerals, gravel or earth.

**Section 13. Protective Screening**

Where protective screening areas, screen planting, fences, or walls exist, the same shall be maintained by the owner of the property upon which such screening areas, screen planting, fences or walls are located for the protection of adjacent property. No building or structure, except such planting, fence or wall, shall be placed or permitted to remain in such area. No vehicular access shall be permitted over such area except for the purpose of installing and maintaining screening utilities and drainage facilities, if any.

**Section 14. Residence Not in Dwelling House**

No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other structure not a dwelling house shall be used, temporarily or permanently, as a residence on any portion of the Property.

**Section 15. Refuse Near Parks and Water Courses**

Except for duly authorized waste receptacles, no material or refuse shall be placed or stored on any portion of the Property within twenty feet of the Property line of any park or the edge of any water course or body of water or any walkway.

**Section 16. Sight Obstructions to Vehicular Traffic**

No fence, wall, tree, hedge, or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

**Section 17. Television and Radio Antennas**

As of February 26, 1986 and thereafter, satellite “dishes” are included within the definition of outside television or radio antenna. No outside television or radio antenna shall be erected on any portion of the Property unless and until permission for the same has first been granted by the Committee.

**Section 18. Community Antenna Television Cables**

Except for such connections as may be necessary to service individual buildings, no community antenna television cables or other similar facilities shall be erected or installed on any portion of the Property except under the easement and right-of-way referred to in Article VIII of this Declaration.

**Section 19. Tree and Wildlife Preservation**

Except as may be permitted by Developer in conjunction with construction, sale or lease on or of any Lot, no tree having a diameter of four (4) inches or more, as measured from a point two feet above ground level, shall be removed from any portion of the Property without the express written authorization of the Committee. The Association in its discretion, may adopt and rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Committee may designate certain trees regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and the Committee and the respective agents of each may come upon any portion of the Property during reasonable hours for the Purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor the Committee, nor their respective agents, shall be deemed to have committed a trespass or wrongful act by reason of such entry or inspection.

Notwithstanding anything to the contrary contained in this Declaration with respect to Golf Course Property, trees that are located on the Golf Course Property that may interfere with the operation of the Golf Course Property may be removed without the express written authorization of the Committee.

**Section 20. Use and Maintenance of Slope Control Areas**

Within any slope control area shown on any filed map or plat, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot or other parcel of the Property and all improvements thereon shall be maintained continuously by

the owner of the Lot or parcel, except in those cases where a public authority or utility company is responsible for such improvements.

**Section 21. Water Supply Systems**

Except as may be permitted by Developer in conjunction with construction, sale or lease on or of any Industrial Lot, no individual water supply system shall be permitted on any Lot.

**Section 22. Operation of Snowmobiles**

As of February 26, 1986 and thereafter, no motorcycle, trail bike and all-terrain vehicle, in addition to snowmobile or similar recreational motor vehicle shall be permitted be operated on any Property (excluding dedicated public roads) subject to the Declaration without permission of the Architectural Standards Committee .

**Section 23. Driveways**

Except as may be permitted by Developer in conjunction with construction, sale or lease on or of any Lot, no driveways shall be developed, maintained or extended on any Lot without the prior written approval of the Committee.

**Section 24. Non-Discrimination**

No Owner nor anyone authorized to act for an Owner shall refuse to sell or rent, after the making of a bona fide offer, or refuse or negotiate for the sale or rental of, or otherwise make unavailable or deny any part of the Property or improvements thereon to any person or persons because of race, color, religion, creed, sex or national origin. This covenant shall run with the land and shall remain in effect without any limitation in time.

**Section 25. General Prohibition Against Noxious or Offensive Uses**

Except during the construction of improvements on a Lot, no activity which may be considered noxious or offensive by reason of odor, sound, appearance or sight, shall be permitted upon any Lot, nor shall anything be done thereon, which may be or become a nuisance or annoyance to the neighborhood, or to the residents or occupants therein.

**Section 26. Environmental Performance Standards**

The following Environmental Performance Standards shall be deemed to be imposed on all Lots within the Property and all buildings, structures and Improvements constructed thereon and are intended to be supplemental to and not in limitation of any Federal, State or local law applicable thereto:

**A. Solid Wastes**

The term “solid waste” as used herein shall be deemed to include garbage, rubbish, bulk items (including building demolition materials, street sweeping and other large bulk materials) and toxic and hazardous wastes (pesticides, acids, radioactive, flammable or explosive material and similar chemical and harmful wastes requiring special handling and disposal to protect and conserve the environment.)

Except for building materials during the course of construction of any approved structure or on a temporary basis pending pick-up as specified below, no solid waste shall be kept, stored, or allowed to accumulate on any Portion of the Property.

All containers for the deposit of garbage and rubbish shall completely confine such waste, be rodent and insect proof and kept in a sanitary condition at all times.

If solid wastes are to be disposed of by being picked up and carried away on a regularly scheduled basis, containers may be placed in the open on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times, such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. Enclosures for garbage containers will be required in all multi-family residential areas.

All incinerators or other equipment for the storage or disposal of solid wastes shall be kept in a clean and sanitary condition.

The Association may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of placement and location thereof on the Property and, with respect to all non-Industrial Lots, the means of collecting solid waste materials.

**B. Air Quality**

The emission of smoke, soot, fly ash fumes, dust and other types of air pollution shall be controlled so that the rate of emission and quantity deposited in the air shall not be detrimental to or endanger the public health, safety, comfort or welfare or adversely affect property values.

**C. Liquid Wastes**

Storm water, surface water, ground water, roof runoff, sub-surface drainage, cooling water and unpolluted industrial process water shall be discharged to such sewers as are specifically designated as storm sewers; or to a natural outlet, in a manner consistent with the classifications and standards governing the quality and purity of the waters of the State of New York. No polluted matter of any form may be discharged into a waterway, other natural outlet or storm sewer system.

**D. Radioactive or Electrical Disturbances**

Radioactive emission or electro-magnetic radiation disturbances which adversely affect any person or equipment within or beyond the boundaries of the Property shall not be permitted.

**E. Noise**

	<p>The sound pressure level as measured at the edge of a Lot and which is produced by a mechanical, electrical or vehicular operation on the Lot, where said Lot is adjacent to a residential area, shall not exceed the average intensity of the street traffic noise in that residential area. In any event no sound shall have objectionable intermittence, volume, beat frequency or shrillness characteristics.</p> <p><b>F. Glare</b> The use of high intensity light sources shall be so controlled so that neighboring properties, and the vision of the drivers of moving vehicles shall not be adversely affected by glare or excessive light spillage.</p> <p><b>G. Vibrations</b> All operations which create earth-borne vibrations shall be controlled to prevent vibrations, perceptible without the aid of instruments, beyond property boundaries of their origination.</p> <p><b>H. Heat, Movement of Air and Humidity</b> There shall be no operation permitted whose exhaust gas stream temperature, humidity or movement will cause any undue or exaggerated affects on the ambient atmosphere, human, plant and animal life, or adjoining property. Operations subject to emergency releases of exhaust gases of high heat, temperature, or humidity shall have the exhaust outlet of these processes located in a manner that emergency releases will have no undue effect on receptors at the property line.</p> <p><b>Section 27. No Division of Lots Without Approval</b> No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise without the prior written approval of the Developer, provided, however, that Developer in its discretion, shall have the right to assign such approval powers to its successor in interest as Developer of the Property; the Association: or the Committee.</p>
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<p><b>Article VII - Residential Protective Covenants &amp; Restrictions</b></p>	<p>The Covenants and Restrictions contained in this Article shall apply only to Lots within the Property designated for residential use.</p> <p><b>Section 1. Residential Use Only</b> Property designated for residential purposes shall be used only for residential purposes and purposes incidental and accessory thereto except that, with the written approval of the Developer, any Lot may be used for a model home or for a real estate office during the Development Period. No commercial, industrial, Golf Course Property, community/institutional or mixed use shall be maintained on a Residential Lot nor shall any non-residential Improvement be erected on a Residential Lot except as may be permitted under Section 2 herein.</p> <p><b>Section 2. Commercial and Professional Activity on Residential Property</b></p>
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	<p>No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the Property without the specific written approval of the Committee. The Committee in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Committee to be compatible with a high quality residential neighborhood. At the discretion of the Committee, day nurseries and schools may be considered compatible with and may be permitted in multi family residential areas only.</p> <p><b>Section 3. Machinery</b> No machinery shall be placed or operated upon any residential Lot except such machinery as is used in the maintenance of a private residence or as may be located indoors and used in the pursuit of any home hobby.</p> <p><b>Section 4. Repair Work</b> No extensive repair work, including, but not limited to, dismantling of any motor vehicles, boats, machines of any kind shall be permitted outdoors on any Residential Lot.</p>
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<p><b>Article X - Waterfront Areas &amp; Waterways</b></p>	<p><b>Section 1. Additional Restrictions on Waterfront property and Waterways.</b> Any Lot which shall abut upon any lake, stream, creek, brook, canal, or other waterway, hereinafter collectively referred to as "Waterways", shall be subject to the following additional restrictions:</p> <p><b>(a) Erection of Docks. Etc.</b> No wharf, pier, dock, bulkhead, barge, piling, float or other structure shall be built or maintained upon any waterfront site without the specific written approval of the Committee.</p> <p><b>(b) Construction of Canals.</b> No boat canal or any other facility or device which shall in any way alter the course of natural or established boundaries of any Waterway or which shall involve or result in the removal of water from any Waterway, shall be constructed on any Lot without the specific written approval of the Committee.</p> <p><b>(c) Boat Storage.</b> All boat and boat trailer storage on any Lot shall be in accordance with the provisions of Section 7 of Article VI hereof and such rules and regulations as the Association may establish from time to time.</p> <p><b>(d) Vehicle Parking and Storage</b> No vehicle shall be parked or stored within fifty (50) feet of the waterfront without the approval of the Committee.</p>
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	<p><b>(e) Boat Mooring.</b> No boat shall be moored so as to obstruct navigation on any Waterway.</p> <p><b>(f) Refuse</b> No garbage, trash or other refuse of any kind shall be dumped, disposed or placed into any Waterway.</p> <p><b>Section 2. Boats</b> No boat shall be operated upon any Waterway without the consent of the Committee.</p> <p>The operation, type and size of all boats shall conform to such rules and regulations concerning the use and size of boats as the Association may establish from time to time.</p> <p><b>Section 3. Use of Waterways</b> All use of Waterways, including, but not limited to boating, swimming, ice skating, water skiing, fishing and as a source of water for landscape maintenance shall be subject to the rules and regulations of the Association.</p>
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<p><b>Article XI- Walkways</b></p>	<p><b>Section 1. No Vehicles.</b> No power vehicle of any kind, including, but not limited to automobiles, trucks, snowmobiles or cycles of any kind shall be parked or operated on any Walkway dedicated to public or common use except as may be:</p> <p><b>(a)</b> authorized by the Association.</p> <p><b>(b)</b> required for the health, safety and protection of the residents and guests within the New Community.</p> <p><b>Section 2. Refuse</b> No garbage, trash or other refuse of any kind shall be dumped, disposed of or placed upon any Walkway.</p> <p><b>Section 3. Use</b> All use of Walkways, including but not limited to use for walking, running, assemblage and bicycling shall be subject to the rules and regulations of the Association.</p>
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<p><b>Article XII- Enforcement, Amendment, Duration, &amp; Interpretation of Covenants, Conditions &amp; Restrictions</b></p>	<p><b>Section 1. Duration of Controls and Beneficiaries</b> This Declaration and the covenants, conditions, restrictions and easements contained herein shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by Developer, the Association, the Committee and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, and by any Resident until</p>
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December 31, 2013, after which time the covenants, conditions, restrictions and easements contained herein shall be automatically renewed for successive periods of ten (10) years, unless prior to December 31, 2013, or prior to the expiration of any such renewal period, an instrument terminating this Declaration shall be executed by the proper Association officers and recorded in the Onondaga County Clerk's Office or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution to such effect adopted at a duly constituted meeting of the Members of the Association by a two-thirds vote of the membership voting thereat as tabulated pursuant to the provisions of the By-Laws of the Association.

**Section 2. Amendment**

Except as hereinafter provided for, this Declaration may not be amended in any respect except by the recording, as aforesaid, of an instrument executed by the proper Association officers and authorized by the membership of the Association pursuant to a resolution to such effect adopted by a two-thirds vote of the membership voting thereat as tabulated pursuant to the provisions of the By-Laws of the Association.

This Declaration may not be amended as it relates to Industrial Lots and improvements on Industrial Lots in any respect, except by a recording, as aforesaid, of an instrument executed by the appropriate Association Officer and authorized by a vote of three-fourths of the Class C Industrial Members as defined in Article III, section 2 hereof. This Declaration may not be amended as it relates to Commercial Lots and improvements on Commercial Lots in any respect, except by a recording, as aforesaid, of an instrument executed by the appropriate Association Officer and authorized by a vote of three-fourths of the Class C Commercial Members as defined in Article III, Section 2 hereof.

This Declaration may not be amended as it relates to the Golf Course Property and improvements on the Golf Course Property in any respect, except by a recording, as aforesaid, of an instrument executed by the appropriate Association Officer and authorized by an affirmative vote of the Class E Member.

**Section 3. Right of Abatement**

In the event of a violation or breach of any covenant, condition, restriction or easement contained in this Declaration, the Developer, and the Association, their respective legal representatives, successors and assigns shall each have,

subject to the notice to Owner provisions hereinafter set forth, and in addition to any and all other rights provided by law or in equity, the Right of Abatement.

Such Right of Abatement shall be deemed to mean that the Developer, and the Association, and their respective legal representatives, successors and assigns, through their agents and employees shall have the right, upon giving due notice to the owner as specified hereinafter, to enter at all reasonable times upon any Lot, as to which a violation, breach or other condition to be remedied exists and take the actions specified in the notice to the Owner necessary to abate, extinguish, remove or repair such violation, breach or other condition which may be or exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried on in accordance with the provisions of this Section. The cost of such entry and such actions including administrative costs, attorney fees and court costs shall be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 5 herein.

In the event of a violation or breach of any covenant, condition, restriction or easement contained in this declaration, written notice thereof shall be given to the Owner by the Developer, or Association or their successors or assigns setting forth in reasonable detail the nature of such violations or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to remedy such violation or breach within twenty (20) days after the mailing of such notice then, the said Developer, Association or their successors or assigns shall have, in addition to any and all other rights provided by law or in equity, the right to exercise the Right of Abatement reserved and granted herein. Before any action under this article can be imposed on an Owner by the Association or its successors or assigns, the following steps must take place in sequence:

- 1)** A violation is reported to be in existence on Owner's property;
- 2)** Violation is recorded by the Association office and reviewed and validated by the Association's Architectural Standards Committee;
- 3)** Owner is contacted by Architectural Standards Committee in order to resolve the violation;
- 4)** If the violation is not resolved by the first contact, a 20-day violation letter is initiated, placing the owner on notice to rectify the violation by a certain date (Owner retains the right to appeal to the Architectural Standards Committee);
- 5)** If the Owner corrects the violation or successfully appeals case, the

violation is closed;

**6)** If the violation is not resolved and continues past the 20 day suspense date or if the appeal was unsuccessful, the case is referred to the Associations Board of Directors for final review. If approved, the Associations Board of Directors shall instruct the Association’s Executive Director to begin legal action through the Association’s attorneys;

**7)** The Association’s attorneys shall write to the Owner requiring a response in 10 days. Depending on the response, a solution may be possible if the Owner decides to work out an amicable solution with the Architectural Standards Committee. The Committee will not negotiate the violation, but only its correction. Automatic administrative and attorney fees will be charged to the Owner at this point;

**8)** If the Owner fails to respond to the Association's attorney's letter, or if a satisfactory solution cannot be accomplished, immediate litigation exercising the Association's Right to Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of Twenty Dollars (\$20.00) per day would commence. The Owner will be notified as to which course of action the Association is following by the Association's attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000.00). The Executive Director or his designee shall record the continuing presence of the violation.

**9)** If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the Architectural Standards Committee without the requirement of repeating any of the specified procedures for the Owner’s initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association;

**10)** Upon removal of the violation or if the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association's Board of Directors) the Association shall petition the Town of Lysander Town Court for judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of said violation; In lieu of, or in addition to, the enforcement rights specified herein, the Association may establish procedures to levy and collect fines not to exceed \$500.00 for any violation of the covenants and restrictions contained herein.

**11)** The Board of Directors is hereby authorized to levy a fine, up to the maximum amount of \$5,000.00 for any resident who blatantly disregards the ASC application and approval process. Blatant disregard means either (1) a resident completes an exterior modification/alteration/addition to his/her/their home after receiving a final denial on the application for said exterior modification/alteration/addition and/or (2) completes an exterior modification/alteration/addition without having sought ASC approval after having been notified to submit an application for said exterior modification/alteration/addition.

In lieu of, or in addition to, the enforcement rights, specified herein, the Association may establish procedures to levy and collect fines not to exceed \$500 for any violation of the covenants and restrictions contained herein.

The Association may, upon such conditions as it may determine, waive, in writing, any violation of the provisions of this Declaration when, in the sole discretion of the Board of Directors of the Association, determined by an affirmative vote of at least two-thirds of the members thereof, such waiver does not adversely affect the policies of the Association and the purposes of this Declaration.

**Section 4. Specific Performance**

Nothing contained herein shall be deemed to affect or limit the rights of Developer, the Association, the Owners, or the Residents to enforce the covenants, conditions, restrictions and easements hereof by appropriate judicial proceedings. However, the parties hereto hereby declare that it is impossible to measure in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration, and, therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

**Section 5. Liens**

Any lien imposed under this Declaration, including, without limitation, the obligation to pay Assessments, may be enforced by the Association to the same extent, including a foreclosure sale and deficiency judgment, and subject to the same procedures, as in the case of the foreclosure of a real property mortgage under the laws of the State of New York. In such event, the amount which may be recovered by the Association shall include the Assessment, cost or charge, as the case may be, plus the costs of any enforcement proceedings, including reasonable attorneys' fees and interest. The enforcement of such a lien shall not operate to affect or impair any real property tax liens or the lien of any first mortgage then existing upon any such Lot. The foreclosure of a lien or the acceptance of a deed in lieu thereof shall extinguish such lien as to such charges as shall have accrued prior to the date of such foreclosure or acceptance of a

deed in lieu thereof.

**Section 6. No Waiver**

The failure of Developer, the Association or any Owner, his or its respective legal representatives, heirs, successors and assigns, or any Resident to enforce any covenant, condition, restriction or easement herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

**Section 7. Additional Rules**

The Association, and the Committee to the extent specifically provided herein, may adopt and promulgate reasonable rules, and procedures regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules, and procedures, or in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, and rules, the Association and the Committee shall take into consideration the best interest of the Owner and Residents to the end that the Project Area shall be preserved and maintained as a community of high quality.

**Section 8. No Reverter**

No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

**Section 9. Invalidity**

The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

**Section 10. Interpretation**

The Association and the Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of the Association or the Committee and that of any other person or entity entitled to enforce the provision hereof shall be resolved in favor of the construction or interpretation of the Association or of the Committee, as the case may be. Any such conflict in construction and interpretation between the Association and the Committee shall be resolved in favor of the Association.

**Section 11. Standards**

Where the Association or the Committee shall adopt or promulgate rules,

	<p>regulations and policy statements, make findings, determinations, rulings and orders, issue permits, authorizations or approval, and review plans and specifications, all as provided in this Declaration, such actions shall be taken on the basis of standards which the Association or the Committee may reasonably decide are relevant to such matter. Such standards may include, but are not limited to provision of adequate light and air; the facilitation of adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; prevention of excessive noise, odor, glare, danger of flooding, panic, fire, explosion or other hazards, traffic or parking congestion; the preservation of property values; harmony with adjacent development or proposed development; the suitability of the site for the proposed use; consistency with the General Plan for Radisson and the objectives of the Radisson Declaration, and such other criteria or standards as may be promulgated or adopted by the Association or the Committee as may be deemed appropriate or applicable to the specific matter.</p>
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**Section 3.0 Additional Property Use & Maintenance Standards**

In Accordance to Article VI, Section 4, and Article XII, Section 7, of the Radisson Declaration

	<p><b>Address Numbers</b> Only permanent numbers may be installed, temporary (sticker style) numbers are not permitted. Number size is to be between four (4) and eight (8) inches high.</p> <p><b>Air Conditioner (window units)</b> Window units may be in place between April 1 and November 1.</p> <p><b>Awnings</b> Awnings must be in good repair and the ASC will require the frame system be removed when the awning is removed.</p> <p><b>Basketball Setups</b> Pole must be located a minimum of 10 feet from any side or rear lot lines. Temporary/portable basketball setups must be located entirely on the homeowner’s property at all times and must be located a minimum of ten feet 10’ from all property lines. Basketball setups must be in good condition.</p> <p><b>Clotheslines</b> Clotheslines are not permitted.</p> <p><b>Compost Bins</b> Compost bins shall be no larger than 27 cubic feet, with a maximum height of 3 feet. The bin shall be no closer than 10 feet to neighboring properties. Compost bin must be responsibly managed and maintained so that it is not a</p>
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nuisance to neighboring properties. Improper maintenance may result in a violation and removal of the compost bin from the property may be required.

**Decorations (Holiday)**

Holiday decorations may be installed no sooner than 30 days before the upcoming holiday, with the exception of the Christmas Holiday. Christmas Holiday decorations may be installed as early as Thanksgiving Day.

Holiday decorations must be removed 30 days after the holiday. Decorative holiday lighting for the Christmas Holiday may remain on the home and in trees until April 1<sup>st</sup>, provided that they are not in operation after January 25. Decorative lighting installed for holidays other than Christmas must be removed 30 days after the holiday even if they may be used for consecutive holiday decorations. All exterior decorative objects must be maintained in good appearance.

**Decks**

Decks and railings shall be kept in good repair. Boards shall not be warped, detached, missing, etc. Screened porches shall be kept in good repair. Screens shall not be torn.

**Docks & Bulkheads**

Decks and railings shall be kept in good repair. Boards shall not be warped, detached, missing, etc.

**Doors**

Exterior doors, including storm doors, must be hung properly and maintained in good appearance with no chipping or peeling paint. Garage doors must be operational and in good appearance with no chipping/peeling paint, rust, rotted wood, and/or warped wood.

**Driveways**

All driveways must have a top coat of asphalt installed within thirty-six (36) months of initial occupancy of a new home. Driveways shall be kept in good repair. Excessive dips, cracking, crumbling, spalling, staining, or missing pavers constitutes a need for repaving/reconstruction of driveway.

**Fences**

Fences and gates shall be kept in good repair. Boards shall not be warped, detached, missing, etc. Fences shall be stable and in an upright position. Gates must be securely attached to the fence, and must be able to be closed/latched and opened.

**Fire Pits (portable)**

Portable fire pits may only be used or stored in the rear yard.

**Firewood**

Amount of firewood shall not exceed one (1) cord. Firewood shall be neatly stacked in the following dimensions: 4 feet wide x 4 feet high x 8 feet long. Firewood shall be located in the rear yard to minimize its view from the street and neighboring homes. Firewood may be covered with a tarp. The tarp color shall be clear, brown or tan only, blue tarps are not permitted. Firewood stacks must not contain yard debris or lumber. Larger amounts of firewood (more than one (1) cord on the exterior of your home) will be reviewed on a case-by-case basis. Please submit an application to the Committee for review.

**Flags**

In ground flag poles are not permitted. One flag and pole may be attached to the house and the flag must be commercially designed and in good taste with the community's overall standards. The ASC reserves the right to require the relocation of any pole that is determined to be in an unacceptable location.

**Flues**

Chimney caps, metal flues and attic vents shall be kept in good repair and not show signs of rust, or be chipped and peeling.

**Gazebos**

Gazebos are not permitted.

**Greenhouses**

Greenhouses are not permitted

**Gutters & Downspouts**

Gutters and downspouts shall be kept in good repair. Paint on gutters and downspouts shall not show signs of rust, or be chipped and peeling.

**Landscaping**

Flower and planting beds shall be kept in a neat and orderly manner, free of weeds, and debris. Shrubbery shall be trimmed and pruned. Edging shall also be kept in good repair. Planting beds shall be mulched and disintegrating mulch shall be replaced. Landscaped areas and natural or mulched areas must be consistent with the general theme of surrounding properties. All cleared areas shall be mulched, seeded or sodded, or planted with an approved ground cover.

Turf areas and lawns shall be cut and trimmed, maintaining a maximum height of six (6) inches. Residents are expected to pick up, and properly dispose of, accumulations of grass clippings and leaves. All lawns and other landscaping materials shall be maintained in a healthy, growing condition free from refuse and debris at all times.

**Landscaping (tree removal)**

If any tree is removed, the stump should also be removed unless it is hidden by other plantings or is a functional element of the landscaping. Removal of a

stump means removal to below ground level, so that there is no evidence of the past presence of a tree.

Should a tree be removed that is larger than four (4) inches in diameter without prior written approval from the Committee, a fine up to \$250 shall be imposed for each tree removed. The owner shall also replace the tree(s) in violation with similar species and be a minimum of eight (8) feet in height. Location of the replacement trees shall be agreed upon by the Committee.

**Lighting**

Light fixtures shall be in good repair and operational with no broken glass, chipping, peeling paint, or rust. Light fixtures shall not produce glare onto neighboring properties.

**Mailboxes**

Mailboxes shall not be rusted and shall be in good condition and repair. Mailboxes shall not be dented or have missing doors, flags, etc. Mailbox posts shall be installed securely in the ground and shall be in a vertical position. Alterations pertaining to style, color, or additions to the mailbox setup are not permitted. Replacement is done by the RCA for a modest fee; contact the RCA office for a replacement.

**Paint/Stain**

Paint and stain shall not exhibit fading, discoloring, peeling, chipping, or cracking. Excessive mold, mildew and other signs of damage or neglect are to be repaired. Paint touch-ups shall exactly match the color to which it is being applied to. Any discernable difference in color will require the item or portion of home where touch-up was done to be re-painted. Paint on foundation walls shall not show signs of chipping or peeling.

**Parking**

Parking of vehicles is restricted to paved surfaces only. Parking on the lawn is not permitted.

Cul-de-sacs are owned and maintained by the RCA. Parking on the vegetation in a cul-de-sac is not permitted.

**Patios & Walkways**

Patios and walkways shall be level and free of major cracking and crumbling. Wooden stairs and landings must be kept in good repair. Boards shall not be warped, detached, missing, broken or damaged. Concrete, brick, flagstone, etc. stairs and landings shall be kept in good repair.

**Play Equipment (swingsets/slides/climbers/trampolines)**

Play equipment shall be kept in good repair. Boards on wooden equipment shall not be warped, detached, missing, etc. Paint on metal equipment shall not show signs of chipping and peeling. Canvas coverings shall not be torn or

show signs of wear or fading. Goal nets must be stored in the rear yard when not in use.

**Privacy Wall**

Privacy walls shall be kept in good repair. Boards shall not be warped, detached, missing, etc. Walls shall be stable and in an upright position.

**Roofing**

Roof shall be maintained so that surface stone is intact. Roof repair or replacement must be performed when the roof has deteriorated to the point that inner layers of asphalt are visible from the street (curling shingles). Any vegetation growth on the roof must be removed. Shingle staining in excess of 75% of the surface of the roof may require roof replacement or cleaning.

**Shutters**

Shutters shall be kept in good repair. Paint on shutters shall not show signs of chipping and/or peeling. Shutters shall be properly hung and missing shutters shall be replaced.

**Siding & Exterior Materials**

Siding and trim shall be in good condition. Warped, missing, rotted, cracked, or damaged siding/trim shall be repaired or replaced. Repaired or replaced siding/trim must match in material, color, and size.

**Solar Collectors**

Solar collectors and accompanying equipment must be firmly attached to the home. Solar collectors must be in a good condition.

**Storage**

- Appliances may not be stored outside the lot owner’s house. Furniture intended for indoor use shall not be stored outside. Porches/decks may not be used as storage areas.
- Barbecue grills must be stored in the rear yard when not in use and out of view from the street.
- Clothes, blankets, towels, and rugs, must be stored indoors.
- Commercial refuse containers must not be present for more than one week, unless the Committee has given approval for a container as part of an approved construction project.
- Decks or patios may be used for the storage of items such as grills and outdoor lawn furniture which are normally used on the deck.

	<ul style="list-style-type: none"><li>• Lawn equipment, tools, ladders, snow removal equipment, or any equipment as such, must be stored indoors.</li><li>• Summer recreational equipment such as hammocks, shade structures, etc. are to be stored indoors from November 1st – April 1st.</li></ul> <p><b>Storage Containers</b></p> <ul style="list-style-type: none"><li>• The storage unit may only contain one door, located at the top of the unit. Doors located on the front of the unit are not permitted. Deck storage boxes may not exceed 5’ wide x 2’-6” deep x 2’-6” high in any one dimension. Units must be located in the rear yard, either on the deck, on the patio, or located on the ground against the rear of the home.</li><li>• Commercial storage containers, such as Pods, are permitted for only one week. Check with the Town of Lysander for Town requirements before ordering one.</li></ul> <p><b>Spas &amp; Hot Tubs</b></p> <p>Spas and Hot Tubs must be maintained in a good condition.</p> <p><b>Swimming Pools</b></p> <p>Must be operational, in good repair, and properly maintained.</p> <p><b>Trash</b></p> <ul style="list-style-type: none"><li>• Trash shall not be allowed to accumulate on the exterior of any property. Trash cans, bags, and recycling bins may be placed outside the evening before your scheduled pick-up day. Trash cans, bags, and recycling bins shall be moved indoors the same day, after your trash is picked up. It is recommended that all trash bags be stored in a closed receptacle for pick-up.</li><li>• Commercial refuse containers must not be present for more than one week, unless the Committee has given approval for a container as part of an approved construction project.</li></ul> <p><b>Trellises &amp; Arbors</b></p> <p>Trellises and Arbors must be in good repair with no missing boards and must be upright.</p> <p><b>Vegetable Gardens</b></p> <p>Gardens are not permitted on residential property. Garden plots are available at the Community Gardens. Please call the RCA Office to rent a plot for the growing season.</p> <p><b>Windows</b></p>
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	Window panes and window screens shall be kept in good repair with no broken glass or torn/taped screens. The permanent use of sheets, towels, or other materials other than window coverings is prohibited.
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**Section 4.0 Fine Policy Procedures**

RCA/ASC Violation Abatement/Fine Policy

	<p><b>Purpose</b> It benefits all homeowners in the Radisson Community Association to establish rules and regulations to promote the common good and enjoyment of the homeowner's investment; keep our community beautiful by preserving the appearance and architectural harmony of the community; and to maintain a pleasant living environment.</p> <p><b>Effective Date</b> The rules and regulations set forth in this RCA/ASC Violation Abatement/Fine Policy have been in effect since the filing of the Radisson Declaration of Protective Covenants, Conditions and Restrictions as Amended ("Declaration"), June 27, 1975.</p> <p><b>Authority</b> The Board of Directors of The Radisson Community Association ("RCA"), along with the Architectural Standards Committee ("ASC"), acting pursuant to the powers granted to it by the Declaration of Covenants, Conditions, and Restrictions of the Association, and in order to enforce the provisions of the Declaration of Covenants, Conditions, and Restrictions, and By-Laws for the RCA, has enacted the following fine policy pursuant to Article XII of the Declaration of Covenants, Conditions and Restrictions.</p> <p><b>Policy</b> The RCA via the ASC or Board of Directors may impose a fine or other appropriate remedy upon a Member or any other occupant for violations of the Declaration or Rules and Regulations of the Association in accordance with the following procedure. Any fine or other remedy shall be imposed in accordance with the provisions of the Declaration and written procedures.</p> <p><b>Procedure:</b> <b>Class 1 Violation - Unapproved Alterations and Improvements</b> If property alterations and improvements are made without ASC approval as required by the Declaration or by the Architectural Standards adopted by the Architectural Standards Committee and Board of Directors, a fine will be imposed for each occurrence as set forth below. Unauthorized alterations and improvements include those alterations or improvements that are made on the basis of an approved ASC application but are materially different from the original ASC approved alteration or improvement.</p>
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	<ol style="list-style-type: none"><li><b>1.</b> For the first Notice of Violation within twenty four consecutive months, a letter will be sent to the property owner via E-mail on file with the RCA or First Class Mail. The letter will include a notice of a \$200 fine, a description of the violation, information on curing the violation, and a demand that the RCA ASC receive a completed Architectural Standards Application seeking approval for the unapproved modification. The letter will further state that if violation is not resolved or Architectural Standards Application is not received within the 10 calendar days, an additional fine of \$300 will be imposed against the homeowner's RCA account.</li><li><b>2.</b> If the violation is resolved by the property owner within 10 calendar days, the owner shall be so informed in writing and a record kept in the property file.</li><li><b>3.</b> If violation is not resolved by the homeowner or a filed application is not received by RCA after 10 calendar days, a fine of \$300 will be assessed against the homeowner's RCA account. A letter shall be sent to the property owner informing the owner of the fine and a renewed demand that the RCA ASC receive a completed Architectural Standards Application seeking approval for the unapproved modification within 20 calendar days or the case will be referred to the RCA Board of Directors for consideration of assessing a Class 6 Blatant Disregard Violation Fine of up to \$5,000.</li><li><b>4.</b> If no Application to the RCA ASC is received within the aforementioned 20 calendar days, the RCA Board of Directors will review the violation for consideration of Blatant Disregard. If the BOD determines the Owner is in violation of a Class 6 Blatant Disregard Violation, the Executive Director will send a letter notifying the property owner of the Blatant Disregard determination, and will include a \$2,000 Fine. The letter will further make a renewed demand for the violation to be resolved or application for the unapproved modification be received within 10 calendar days, or an additional fine of \$3,000 will be imposed against the homeowner's RCA Account.</li><li><b>5.</b> If violation is not resolved or application not received to the RCA ASC from the Owner after the aforementioned 10 calendar days, the Executive Director will send a final notice. The letter will include a \$3,000 Fine and will notify the property owner that if violation is not resolved or application to the RCA ASC is not received within 20 calendar days, the RCA Board shall instruct the Executive Director to begin legal action through the RCA's Attorneys.</li><li><b>6.</b> The RCA's attorneys shall write to the Owner requiring a response within 10 calendar days. If a proposed satisfactory response and/or application to the RCA ASC is received by the attorney, the attorney shall forward same to the Executive Director. Absent a response acceptable to the RCA ASC, automatic administrative and attorney fees will be charged to the Owner at this point.</li></ol>
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7. If the Owner fails to respond to the Association's attorney's letter, or if a satisfactory solution or application to the RCA ASC is not received, mediate litigation exercising the Association's Right of Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of \$20 per day, per violation, will commence. The owner will be notified as to which course of action the Association is following by the Association's attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000). The Executive Director or his designee shall record the continuing presence of the violation.

8. If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the ASC without the requirement of repeating any of the specified procedures for the Owner's initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association.

9. If the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association's Board of Directors) the Association may seek from any court of competent jurisdiction, a judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of the said violation.

**Class 2 Violation - Unapproved Tree Removal**

If removal of a tree is made without ASC approval as required by the Declaration or by the Architectural Standards adopted by the Architectural Standards Committee and Board of Directors, a fine will be imposed for each tree as set forth below.

1. For the first Notice of Violation within twenty four consecutive months, a letter will be sent to the property owner via E-mail on file with the RCA or First Class Mail. The letter will include a notice of a \$500 fine, per tree, a description of the violation and a demand that the RCA ASC receive a completed

Architectural Standards Application seeking approval to install replacement trees. Trees must be similar species to what was removed, minimum caliber of 2" (measured 12" above grade), and location of the replacement trees shall be agreed upon by the RCA ASC. The date of resolution to have the trees installed by the Owner must be stated in the application and agreed upon by the RCA/ASC. The letter will further state the Architectural Standards Application must be received within the 10 calendar days.

2. If application is not received by RCA after 10 calendar days a letter shall be sent to the property owner with a renewed demand that the RCA ASC receive

a completed Architectural Standards Application seeking replacement tree(s) within 20 calendar days or the case will be referred to the RCA Board of Directors for further legal action.

3. If application is not received to the RCA ASC from the Owner after the aforementioned 20 calendar days, the Owner will be sent a final notice. The letter will notify the property owner that if application to the RCA ASC is not received before the next scheduled Board of Directors meeting, the RCA Board will instruct the Executive Director to begin legal action through the RCA's Attorneys.

4. The RCA's attorneys shall write to the Owner requiring a response within 10 calendar days. If a proposed satisfactory response and/or application to the RCA ASC is received by the attorney, the attorney shall forward same to the Executive Director. Absent a response acceptable to the RCA ASC, automatic administrative and attorney fees will be charged to the Owner at this point.

5. If the Owner fails to respond to the Association's attorney's letter, or if a satisfactory solution or application to the RCA ASC is not received, mediate litigation exercising the Association's Right of Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of \$20 per day, per violation, will commence. The owner will be notified as to which course of action the Association is following by the Association's attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000). The Executive Director or his designee shall record the continuing presence of the violation.

6. If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the ASC without the requirement of repeating any of the specified procedures for the Owner's initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association.

7. If the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association's Board of Directors) the Association may seek from any court of competent jurisdiction, a judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of the said violation.

**Class 3 Violation– Property Maintenance Deficiency Requiring Approval From ASC Before Resolving Violation**

Any property maintenance deficiency violation which requires Architectural Standards Application(s) to be submitted, reviewed, and approved before

taking corrective action to resolve, as required by the Declaration or by the Architectural Standards adopted by the Architectural Standards Committee and Board of Directors, a fine will be imposed for each occurrence.

**1.** For the first Notice of Violation within twenty four consecutive months, a letter will be sent to the property owner via E-mail on file with the RCA or First Class Mail. The letter will include a description of the violation, information on curing the violation, and a demand that the RCA ASC receive a completed Architectural Standards Application seeking approval for taking corrective action of the property maintenance deficiency (including how owner will resolve violation and date violation will be resolved). The letter will further state that if Architectural Standards Application is not received within the 10 calendar days, a fine of \$200 will be imposed against the homeowner's RCA account.

**2.** If violation is resolved by property owner within 10 days, the owner shall be so informed in writing and a record kept in the property file.

**3.** If application is not received by RCA after 10 calendar days, a fine of \$200 will be assessed against the homeowner's RCA account. A letter shall be sent to the property owner informing the owner of the fine and a renewed demand that the RCA ASC receive a completed Architectural Standards Application seeking approval for taking corrective action of the maintenance deficiency (including how owner will resolve violation and date violation will be resolved) within 20 calendar days or the case will be referred to the RCA Board of Directors for consideration of assessing a Class 6 Blatant Disregard Violation Fine of up to \$5,000.

**4.** If application is not received by RCA after 20 calendar days, a fine of \$300 will be assessed against the homeowner's RCA account. The RCA Board of Directors will review the violation for consideration of Blatant Disregard. If the BOD determines the Owner is in violation of a Class 6 Blatant Disregard Violation, the Executive Director will send a letter notifying the property owner of the Blatant Disregard determination, and will include a \$2,000 Fine. The letter will further make a renewed demand for an application to be received within 10 calendar days, or an additional fine of \$3,000 will be imposed against the homeowner's RCA Account.

**5.** If application is not received to the RCA ASC from the Owner after the aforementioned 10 calendar days, the Executive Director will send a final notice. The letter will include a \$3,000 Fine and will notify the property owner that if application to the RCA ASC is not received within 20 calendar days, the RCA Board shall instruct the Executive Director to begin legal action through the RCA's Attorneys.

**6.** The RCA's attorneys shall write to the Owner requiring a response within 10 calendar days. If a proposed satisfactory response and/or application to the RCA ASC is received by the attorney, the attorney shall forward same to the

Executive Director. Absent a response acceptable to the RCA ASC, automatic administrative and attorney fees will be charged to the Owner at this point.

7. If the Owner fails to respond to the Association's attorney's letter, or if a satisfactory solution or application to the RCA ASC is not received, mediate litigation exercising the Association's Right of Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of \$20 per day, per violation, will commence. The owner will be notified as to which course of action the Association is following by the Association's attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000). The Executive Director or his designee shall record the continuing presence of the violation.

8. If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the ASC without the requirement of repeating any of the specified procedures for the Owner's initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association.

9. If the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association's Board of Directors) the Association may seek from any court of competent jurisdiction, a judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of the said violation.

**Class 4 Violation – Property Maintenance Deficiency NOT Requiring ASC Approval Before Resolving Violation**

Any violation, except Class 1, Class 2, Class 3, and Class 6 violations, of Articles VI, VII, X, and XI of the Declaration, or Architectural Standards adopted by the ASC or rules adopted by the Board of Directors, which does not require ASC approval before taking corrective action to resolve, a fine will be imposed for each occurrence.

1. For the first Notice of Violation within twenty four consecutive months, a letter will be sent to the property owner via E-mail on file with the RCA or First Class Mail. The letter will include a description of the violation citing the source document, information on curing the violation, and a demand for the maintenance deficiency be resolved. The letter will further state that if the violation is not resolved within the 10 calendar days, a fine of \$200 will be imposed against the homeowner's RCA account.

2. If violation is resolved by property owner within 10 calendar days, the owner shall be so informed in writing and a record kept in the property file.

3. If violation is not resolved after 10 calendar days, a fine of \$200 will be assessed against the homeowner's RCA account. A letter shall be sent to the property owner informing the owner of the fine and a renewed demand to resolve the violation within 20 calendar days or the case will be referred to the RCA Board of Directors for further legal action.
4. If violation is not resolved after the aforementioned 20 calendar days, a fine of \$300 will be assessed against the homeowner's RCA account. The letter will notify the property owner that if violation is not resolved application to the RCA ASC is not received before the next scheduled Board of Directors meeting, the RCA Board will instruct the Executive Director to begin legal action through the RCA's Attorneys.
5. The RCA's attorneys shall write to the Owner requiring a response within 10 calendar days. If a proposed satisfactory response and/or application to the RCA ASC is received by the attorney, the attorney shall forward same to the Executive Director. Absent a response acceptable to the RCA ASC, automatic administrative and attorney fees will be charged to the Owner at this point.
6. If the Owner fails to respond to the Association's attorney's letter, or if a satisfactory solution or application to the RCA ASC is not received, mediate litigation exercising the Association's Right of Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of \$20 per day, per violation, will commence. The owner will be notified as to which course of action the Association is following by the Association's attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000). The Executive Director or his designee shall record the continuing presence of the violation.
7. If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the ASC without the requirement of repeating any of the specified procedures for the Owner's initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association.
8. If the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association's Board of Directors) the Association may seek from any court of competent jurisdiction, a judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of the said violation.

**Class 5 Violation – Repeat Occurrence Violation**

	<p>A Class 1, Class 2, Class 3, or Class 4 cited violation of the Declaration which is repeated or reoccurs within twenty four months of the original violation, a fine will be imposed for each occurrence.</p> <p><b>1.</b> For a repeated or reoccurring violation within twenty four consecutive months, a letter will be sent to the property owner via E-mail on file with the RCA or First Class Mail. The letter will include a description of the violation citing the source document, information on curing the violation, and a demand that the Owner follow the steps needed to take corrective action, specified in the letter, within 2 calendar days, to immediately cure the violation. The letter will also state that a fine of \$500 has been assessed against the homeowner’s RCA account.</p> <p><b>2.</b> If violation has been resolved or Owner has taken the required steps to cure the outstanding violation (as specified in the first letter) within 2 calendar days, the owner shall be so informed in writing and a record kept in the property file.</p> <p><b>3.</b> If, after 2 calendar days, there is no satisfactory response from the homeowner the case is referred to the RCA Board of Directors (BOD) for further legal action. If approved the BOD shall instruct the Association’s Executive Director to begin legal action through the RCA’s attorneys.</p> <p><b>4.</b> The RCA’s attorneys shall write to the Owner requiring a response within 2 calendar days. If a proposed satisfactory response and/or application to the RCA ASC is received by the attorney, the attorney shall forward same to the Executive Director. Absent a response acceptable to the RCA ASC, automatic administrative and attorney fees will be charged to the Owner at this point.</p> <p><b>5.</b> If the Owner fails to respond to the Association’s attorney’s letter, or if a satisfactory solution or application to the RCA ASC is not received, mediate litigation exercising the Association’s Right of Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of \$20 per day, per violation, will commence. The owner will be notified as to which course of action the Association is following by the Association’s attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000). The Executive Director or his designee shall record the continuing presence of the violation.</p> <p><b>6.</b> If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the ASC without the requirement of repeating any of the specified procedures for the Owner’s initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association.</p>
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7. If the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association's Board of Directors) the Association may seek from any court of competent jurisdiction, a judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of the said violation.

**Class 6- Blatant Disregard**

**1) Where an Owner completes an exterior modification/alteration/addition to his/her/their home after receiving a final denial on the application for said exterior modification/alteration/addition the following steps will take place:**

**a)** ASC will document and review the violation and related correspondences. If warranted, the ASC will make a recommendation to the BOD that the violation be considered a Blatant Disregard Violation.

**b)** If BOD determines it to be a Blatant Disregard Violation a letter will be sent to the property owner via E-mail on file with the RCA or First Class Mail. The letter will include a notice of a \$5,000 blatant disregard fine, a description of the violation, information on curing the violation, and a demand that the RCA ASC receive a completed Architectural Standards Application seeking approval for the unapproved modification (including how owner will resolve violation and date violation will be resolved). The letter will further state that if Architectural Standards Application is not received within the 10 calendar days, the case will be referred to the RCA Board of Directors for further legal action.

**c)** If application is not received to the RCA ASC from the Owner after the aforementioned 10 calendar days, the Executive Director will send a final notice. The letter will notify the property owner that if application to the RCA ASC is not received before the next scheduled Board of Directors meeting, the RCA Board will instruct the Executive Director to begin legal action through the RCA's Attorneys.

**d)** The RCA's attorneys shall write to the Owner requiring a response within 10 calendar days. If a proposed satisfactory response and/or application to the RCA ASC is received by the attorney, the attorney shall forward same to the Executive Director. Absent a response acceptable to the RCA ASC, automatic administrative and attorney fees will be charged to the Owner at this point.

**e)** If the Owner fails to respond to the Association's attorney's letter, or if a satisfactory solution or application to the RCA ASC is not received, mediate litigation exercising the Association's Right of Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of \$20 per day, per violation, will commence. The owner will be notified as to which course of action the

Association is following by the Association's attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000). The Executive Director or his designee shall record the continuing presence of the violation.

**f)** If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the ASC without the requirement of repeating any of the specified procedures for the Owner's initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association.

**g)** If the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association's Board of Directors) the Association may seek from any court of competent jurisdiction, a judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of the said violation.

**2) Where an Owner completes an exterior modification/alteration/addition without having sought ASC approval after having been notified to submit an application for said exterior modification/alteration/addition the following steps will take place:**

**a)** ASC will document and review the violation and related correspondence. If warranted, the committee will make a recommendation to the BOD that the violation be considered a Blatant Disregard Violation.

**b)** If BOD determines it to be a Blatant Disregard Violation a letter will be sent to the property owner via E-mail on file with the RCA or First Class Mail. The letter will include a notice of a \$2,000 blatant disregard fine, a description of the violation, information on curing the violation, and a demand that the RCA ASC receive a completed Architectural Standards Application seeking approval for the unapproved modification. The letter will further state that if Architectural Standards Application is not received within the 10 calendar days an additional fine of \$3,000 will be imposed against the homeowner's RCA account.

**c)** If application is not received to the RCA ASC from the Owner after the aforementioned 10 calendar days, the Executive Director will send a final notice. The letter will include a \$3,000 Fine and will notify the property owner that if violation is not resolved or application to the RCA ASC is not received within 10 calendar days, the RCA Board shall instruct the Executive Director to begin legal action through the RCA's Attorneys.

**d)** The RCA's attorneys shall write to the Owner requiring a response within 10 calendar days. If a proposed satisfactory response and/or application to the

RCA ASC is received by the attorney, the attorney shall forward same to the Executive Director. Absent a response acceptable to the RCA ASC, automatic administrative and attorney fees will be charged to the Owner at this point.

**e)** If the Owner fails to respond to the Association's attorney's letter, or if a satisfactory solution or application to the RCA ASC is not received, mediate litigation exercising the Association's Right of Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of \$20 per day, per violation, will commence. The owner will be notified as to which course of action the Association is following by the Association's attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000). The Executive Director or his designee shall record the continuing presence of the violation.

**f)** If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the ASC without the requirement of repeating any of the specified procedures for the Owner's initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association.

**g)** If the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association's Board of Directors) the Association may seek from any court of competent jurisdiction, a judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of the said violation.

**3) Class 1 and Class 3 violations may be considered Blatant Disregard after the final notice has been sent to the Owner and the violation has not been resolved and no response has been received (as per the process outlined in Class 1 and Class 3 procedures).**

**a)** If BOD determines it to be a Blatant Disregard Violation a letter will be sent to the property owner via E-mail on file with the RCA or First Class Mail. The letter will include a notice of a \$2,000 blatant disregard fine, a description of the violation, information on curing the violation, and a demand that the RCA ASC receive a completed Architectural Standards Application seeking approval for the unapproved modification. The letter will further state that if Architectural Standards Application is not received within the 10 calendar days an additional fine of \$3,000 will be imposed against the homeowner's RCA account.

**b)** If application is not received to the RCA ASC from the Owner after the aforementioned 10 calendar days, the Executive Director will send a final

	<p>notice. The letter will include a \$3,000 Fine and will notify the property owner that if violation is not resolved or application to the RCA ASC is not received within 10 calendar days, the RCA Board shall instruct the Executive Director to begin legal action through the RCA’s Attorneys.</p> <p><b>c)</b> The RCA’s attorneys shall write to the Owner requiring a response within 10 calendar days. If a proposed satisfactory response and/or application to the RCA ASC is received by the attorney, the attorney shall forward same to the Executive Director. Absent a response acceptable to the RCA ASC, automatic administrative and attorney fees will be charged to the Owner at this point.</p> <p><b>d)</b> If the Owner fails to respond to the Association’s attorney’s letter, or if a satisfactory solution or application to the RCA ASC is not received, mediate litigation exercising the Association’s Right of Abatement or other remedy available to it under the Declaration or New York State law shall be initiated through the courts and/or a daily fine of \$20 per day, per violation, will commence. The owner will be notified as to which course of action the Association is following by the Association’s attorney and, if applicable, of the date on which the fines will begin accruing against the Owner. Said fine will be imposed until the date the violation is corrected, but shall not exceed Six Thousand Dollars (\$6,000). The Executive Director or his designee shall record the continuing presence of the violation.</p> <p><b>e)</b> If the violation is removed after the notice that the fine process is to begin or has begun, but such violation reappears, the fine rate will begin again immediately upon verification of the ASC without the requirement of repeating any of the specified procedures for the Owner’s initial violation as indicated above. The Owner shall receive notice of the continuation of this action from the Association.</p> <p><b>f)</b> If the monetary damages incurred by the Association reaches the maximum allowable amount hereunder (or such lesser amount selected by the Association’s Board of Directors) the Association may seek from any court of competent jurisdiction, a judgment of monetary damages, all court costs, administrative costs, attorney fees and, if applicable, ordering the removal of the said violation.</p> <p>Approved: March 28, 2018</p>
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**Section 5.0 Advertising & Signs**

RCA/ASC Sign Policy

	<p><b>Radisson Community Association/Architectural Standards Sign Policy</b> Article VI, Section 5 of the Radisson Declaration provides that signs are</p>
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restricted in Radisson. Further, the Architectural Standards Committee (ASC) is authorized to adopt and promulgate additional rules and regulations relating to signs.

**GENERAL**

It is recognized that reasonable sign controls are needed in order to maintain the desired aesthetic qualities of the community.

**PURPOSE**

To prescribe policy and guidance for the use and placement of signs within the community by residents, corporate members and commercial businesses.

**POLICY**

**1. REAL ESTATE SIGNS**

**(a) Use:** Real estate “For Sale” or “For Rent” signs shall be permitted as long as they follow the intent of this policy and the Radisson Declaration.

**(b) Type:** Each real estate agency may use their existing signs as long as they are tastefully done. “For Sale by Owner” signs are permitted but must be commercially prepared and in keeping with the style, size, and type used by established real estate firms.

**(c) Location:**

**(1)** Signs shall be placed only on the front portion of the lot. Only one (1) sign per residential lot is authorized. No signs permitted to be attached to the exterior portion of a unit, landscaping, fence, tree, nor displayed in a window. Signs may not be placed on or adjacent to RCA Common Property. Variations to a sign location may be altered depending on a particular lot’s configuration and agreed to by the RCA.

**(2)** No signs shall be placed on the Willett Parkway medians or at the entrances into Radisson at the Willett Parkway or Drakes Landing Road intersections with Route 31; no signs shall be placed at the Glacier Ridge Road intersection with River Road. Moveable, temporary signs (i.e. open house) may be placed at other intersections within the community.

**(d) Private Drives:** Real estate “For Sale” signs are not permitted at the entrances to a private drive where multiple residential units are constructed. Real estate signs must be placed as specified in 1 (c) above. However, in recognition of the needs of homeowners, the RCA will upon request of the homeowner or condominium association, place one (1) standardized “House For Sale” or “Condominium For Sale” sign at the entrance to the private drive.

**(e) Condominiums:** Real estate signs for condominiums shall follow the same guidelines as specified above with the following exception. Recognizing the special design characteristics of condominiums, the Board of Managers for each condominium association shall be authorized to establish additional policies and procedures regarding the installation, location and control of real

estate informational signs located on condominium common property, provided that the signs are not found to be obtrusive or excessive by the Architectural Standards Committee. All other aspects of this policy shall apply to condominiums.

**(f) Apartments:** Signs for apartments shall be limited to commercially designed and professionally constructed signs indicating the apartment's ownership or identity. All exterior signage must be approved by the ASC. Applications shall include drawings to scale, materials used and color scheme. The proposed location(s) shall also be indicated as well as any planned landscaping.

**(g) Duration:** Signs shall be removed from the residential lot within thirty (30) days upon the acceptance of a bonafide purchase offer. Signs may reflect that the property is "Sold" during this period. "Open House" signs shall be removed at the end of each day. Any sign left up after these periods may be removed by the RCA in accordance with Article XII, Section 3, Right of Abatement, which provides the Association the right to remedy any violation or breach of any covenant, condition, restriction, or easement contained in the Declaration.

## **2. COMMERCIAL ADVERTISING**

Use: Except for real estate "For Sale" signs, no commercial advertising of any type or for any purpose is authorized on any residential lot or RCA Common Property. This includes commercial firms employed by residents to do work on their property, i.e., painting, remodeling, paving, etc.. Further, the use of street signs, directional signs, Radisson signs, lighting poles, etc. for the attachment of any advertising is not permitted. (Reference: Radisson Declaration, Article VI, Section 5, Advertising and Signs)

## **3. GARAGE SALE SIGNS**

Use: Garage sale signs are permitted with the following restrictions:

**(a)** Garage sale signs shall not be permitted to remain more than three (3) consecutive days.

**(b)** Signs shall be no larger than 15 X 20 inches in size.

**(c)** Signs shall be immediately removed at the end of the garage sale.

**(d)** The least amount of signs shall be used to direct traffic.

**(e)** Signs shall not be placed at entrances into Radisson at the Willet Parkway and Drakes Landing Road intersections with Route 31; no signs shall be placed at the Glacier Ridge Road intersection with River Road. Moreover, no signs shall be placed on the medians of Willet Parkway. They may, however, be placed at the sides of intersections within the community.

**(f)** Signs may not be attached to any tree, pole structure, or sign in Radisson. Additionally, no signs shall be placed on RCA Common Property.

## **4. DEVELOPER, BUILDER, AND CORPORATE BUSINESS SIGNS**

### **(a) Temporary Signs**

Signs advertising new residential sub-divisions and development within Radisson are approved by the Developer. Temporary signs within the Corporate Park are not permitted unless approved by the Architectural Standards Committee. Illuminated models are not permitted.

**(b) Permanent Signs**

Signs for commercial/industrial businesses located within the Corporate Park are approved by the Developer, and conform with the “Business and Industry Sign Controls” Guidelines.

**5. MISCELLANEOUS SIGNS**

**(a) Common Property Signs**

The RCA is authorized to erect appropriate directional signs, etc. along roads, walkways and recreational areas.

**(b) Graduation Signs**

Sign shall be no larger than 27” x 18”. Only one sign may be installed in the front yard of the home and may be displayed up to seven (7) days at time of graduation, during the months of May or June only. The sign shall be tastefully done and must be commercially prepared. Signs may not be attached to any tree, pole structure, or sign in Radisson. Additionally, no signs shall be placed on RCA Common Property.

**(c) Political Signs**

One political sign may be displayed in a window facing the street. The sign may be displayed thirty (30) days before an election and must be removed three days after the election.

**(d) Other Signs**

No signs are permitted to be displayed in a window or attached to a unit or building, except as required by law and permitted by the RCA/ASC. Signs normally associated with construction, lot number, etc. shall be permitted.

**VIOLATIONS**

Failure to comply with this policy shall be a violation of the Radisson Declaration. The Architectural Standards Committee shall at its option take necessary action to enforce this policy under the provisions of the Radisson Community Association RCA/ASC Violation Abatement/Fine Policy.

**RESPONSIBILITIES**

**(a) Owner**

It Shall be the owner’s responsibility to adhere to this policy. Further, the owner shall be responsible to notify any agent, employee, or business who represents or does work for them of this policy and ensure its compliance.

**(b) Architectural Standards Committee**

	<p>The Architectural Standards Committee (ASC) shall ensure that this policy is implemented in accordance with the Radisson Declaration. The policy will be reviewed annually.</p> <p><b>(c) Executive Director</b> The Executive Director shall have operational responsibility to execute the policy.</p> <p><b>Effective: February 27, 2019</b></p>
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