RULES
&
REGULATIONS

Willow Ponds on the Sound
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Rules and Regulations (Introduction)

PREFACE

This Rule and Regulation Handbook was compiled by the HOA Board for the purpose of protecting our property and making condominium living a pleasant experience. Your cooperation is essential in order to accomplish these purposes. Common sense and consideration for your neighbors are the keys to its success.

Provisions for the Rules and Regulations and the authority for enforcement are contained in the Prospectus. These limitations, restrictions, covenants and conditions are binding on all parties having acquired a property within Willow Ponds on the Sound. This booklet is only a synopsis of the documents of the Association.

Please read carefully and be sure your family, tenants, and guests understand the rules fully. Ignorance of the rules and regulations is not an acceptable reason for non-compliance. For additional information, please contact the Management Company.

FORWARD

The primary purpose of the following “RULES & REGULATIONS” is to set forth in a simplified fashion the responsibilities of the HOA Board, homeowners, tenants, residents, and their guests, in the community.

These rules and regulations are in effect at all times and must be adhered to by homeowners, residents, tenants, residents, family, visitors, and guests. It is the responsibility of the unit owners to properly inform their families, guests, visitors, servants and renters, of the rules and regulations that follow, including the use of all common elements such as the pool, clubhouse, tennis courts, and parking within the area of Willow Ponds on the Sound.

Failure to comply with herein contained rules and regulations, can been seen as a nuisance, and could also involve the unit owner and the HOA Board in costly legal controversy.

Non-enforcement of any rules and regulations pertaining to condominium/HOA operations, at any time, shall not constitute a waiver of right to do so at a point thereafter.

The Willow Ponds on the Sound Home Owners Association falls under the jurisdiction of the Town of Riverhead, County of Suffolk, and State of New York. All ordinances and codes of those jurisdictions apply. Each residence shall be used for single family residential purposes only. Conducting a business on the premises is prohibited, unless such business does not include additional employees or clients, who would enter the community.

Where written permission is required, it is the owner’s responsibility to maintain such proof, to be presented upon request, as evidence of such proof.
CONTACT INFORMATION

Contact the Management Company, email management@willowpondshoa.com, phone 516-795-4955, or visit our website at www.willowpondshoa.com for additional information.
RULES AND REGULATIONS (Revised 2018)

ARCHITECTURAL

A-1 The HOA Board shall provide maintenance of the common areas, exterior building surfaces, including covered porches, decks, entry doors, walkways, and gardens in the front and rear of the building. (The original builder’s landscaping only).

A-2 No changes or additions to the exterior of the residential units such as: painting, installation of antennas, satellite dishes, awnings, walls, fences, etc. may be made without prior written approval of the HOA Board, such approval for minor alterations may be revoked, with, or without cause, upon written notice to the owner, and/or tenant e.g. landscaping, awnings, fences, etc., with the exception of full view storm doors. Plans and specifications must be submitted in writing to the HOA Board. If any additions are approved by the HOA Board, they become the responsibility of the homeowner to maintain. If not maintained, the HOA Board may have it maintained, at the cost to the owner.

A-3 Changes, or additions to the landscaping such as: planting of trees, shrubs, flowers, or the addition of statuary and/or bric-a-brac, or adding paving stones for walkways, are not permitted without the written permission of the HOA Board, except as outlined below in this paragraph. The HOA Board will accept written requests for landscaping changes/additions in the front, side, and rear yards on a case-by-case basis. Any requests for planting dividers between buildings or decks, must indicate arborvitae only, or explain in writing, why an alternative is requested. Gardens in the rear of your building and decks, must not exceed 4’ from the building and 24” from the decks, and must have a straight line parallel to the building and/or deck. The rear gardens may contain annuals and/or perennials, but these may not exceed the height of the window bottom, or three feet high in the rear of the decks, whichever is less. Any evergreens planted in the front, side or rear yards need prior written board approval. Annuals of any kind do not need Board approval. Annuals may be planted around the front tree, but may not exceed 24” from the base of the tree. No fruit or vegetable plants are permitted in any landscape area location. The natural, wooded area behind units must not be trimmed or altered in any way, as per government, and HOA regulations.

A-4 Decks and covered porches are not to be used for the purpose of laundering or drying of laundry, miscellaneous storage of furniture, household items, or loose wood piles. ONLY conventional patio furniture and potted plants are permitted on decks. Firewood may only be stored on the deck with a commercial type storage rack/holder, off the surface of the wood deck. It may not exceed the height of the deck railings.

A-5 No storage of flammable or hazardous materials is permitted on the decks except for propane gas, electric and charcoal barbecues. For C units, barbecue grills are allowed off the decks centered behind the deck. C units that have stairways from the deck to the common area, may place the grill to the rear side of the stairs. Corner units may place barbecue grills off the deck. They may then be placed on the inside side of the deck. Grills not on the deck, must be placed on gray paving stones. The stoned area should only be large enough to fit the barbecue. Grills on upper decks must have a fireproof mat underneath the grill.

A-6 It is not permitted to attach any type of bracket, hook, nail, or screw to any vinyl, aluminum, or wood surfaces, for the purpose of hanging potted plants, decorations, or any other items, from the unit or decking. It is also not permitted, to place potted plants, decorations, or any other items on upstairs deck railings.

No window air-conditioners, fans, deck enclosures, dividers, or exterior clotheslines, are permitted.
A-7 The use of "astro-turf", imitation grass, indoor/outdoor carpets, or any other type of floor coverings, are not permitted on decks, balconies, or front entry wooden decks.

A-8 Windows can be covered only by drapes or interior shades/blinds, and cannot be painted, or covered by foil, paper, towels, sheets, or other similar materials.

A-9 Do not burn artificial logs, charcoal, coal, trash, or wood that has been covered with tar, pitch, creosote, etc. in fireplaces. These above items produce abnormally high temperatures, resulting in a fire hazard, and can cause staining on the outside of the chimneys.

A-10 For all holidays, the decorations may be put up no earlier than three weeks prior to the holiday, and must be removed no later than one week after the holiday, except holiday lighting and/or decorations are permissible from the Wednesday before Thanksgiving Day until January 15th of the following year. Holiday lighting and/or decorations may not be placed on street trees. All decorations and/or lighting must comply with the provisions of paragraph A-6 above.

A-11 SATELLITE DISHES – Satellite Dishes, may only be installed on roofs, and never on decks, or siding of a unit. Prior to installing a satellite dish, notification must be made to the Management Company with the name, address, and phone number of the company making the installation. Prior to the installation, the company must supply proof of insurance coverage, and license information. Any damage caused by the installation, or the later removal of any satellite equipment, will be repaired at the expense of the homeowner. All dishes must be installed on the roof only in the rear of the building, and all wiring should be hidden in the siding channels, etc. No wires are permitted across the roofs, or hanging in plain sight. Any homeowner must make arrangements for the HOA to have the dish removed at the homeowner’s expense prior to sale.

A-12 Upper rear decks shall not be used for purposes of transporting furniture, appliances, or household furnishings, or any other heavy objects, from the common ground area to the unit.
COMMON AREAS

B-1 Residents are responsible for proper supervision of their children, and guests at all times in all common areas, and are responsible for any damage to HOA property caused, or incurred by them. Homeowners are also responsible for payment of the cost of repairs for any and all damage to common area property, caused by themselves, members of their families, guests, tenants, or pets.

B-2 No unauthorized items may be left on any common area. All furniture, etc. must be kept on the decks at night, and when not in use during the day. If items are moved to common area property for use during the day, they must be returned to proper placement on the decks by night.

B-3 Common area equipment, such as time clocks, irrigation systems, or fountains are to be adjusted and set only by authorized personnel, not by residents. Residents are prohibited from applying chemicals, fertilizers, seed, or other products to the lawns in common areas.

B-4 Snowboarding, skiing, batting of balls, or other sporting game including, but not limited to: baseball, basketball, football, volleyball, soccer, are prohibited on the common grounds of the property. Throwing games, such as “catch”, are allowed when done with reasonable care.

B-5 No trespassing is permitted in ponds, the landscaped areas surrounding the ponds, or on the structures that contain the pumping controls for the ponds.

B-6 There is no throwing of rocks, or materials of any kind, into ponds. It is not permissible to remove, rearrange, or carry away rocks, or wildlife from within, or around the ponds. Climbing of trees, fences, roofs, shrubs, and railings, is not allowed at any time, under any circumstances in the common areas, or pond areas.

B-7 The use, or smoking of illegal and/or legal drugs is strictly prohibited in all common areas, recreation areas, bathrooms, and/or pool areas.

B-8 There is to be no littering of trash, or any other kinds of materials, in the common areas, sidewalks, roadways, or any other area.

B-9 All Common Areas, Facilities, Pool, Clubhouse, Gym, Tennis Courts, etc., are for the exclusive use of the Homeowners, Residents, Guests, Family, and Tenants. All Guests must be accompanied by the Homeowner, Resident, or Tenant, to use the Facilities.

B-10 No flyers, notices, or any other items, may be left on doors, front porches, doorknobs or mailboxes. This does not apply to HOA endorsed announcements, and scheduled deliveries of items. Deliveries must be removed within forty eight hours of delivery, less if perishable food items.

B-11 No “FOR SALE” or “FOR RENT” or “OPEN HOUSE” signs, advertisements, political party or candidate signs, or other promotions, are permitted anywhere in, or on the Property, except in public notice areas. “OPEN HOUSE” signs may be placed away from the front entranceway, on Sound Avenue.

B-12 “Open House” hours in 2 hour periods, can be requested to be scheduled between 12 PM and 2 PM, with the Management Company for any Saturday and/or Sunday. During the scheduled period, arrangements will be made to allow easy access to the units through the gates. Five day notice must be given.
B-13 All residents can only park vehicles in their driveway, garage, or common parking areas. When parking in common parking area all residents are to be courteous and not take up two or more spaces per vehicle. Parking in any other areas, including roadways, is prohibited. Head-in parking is required, except in driveways.

B-14 No hunting is permitted on the common areas at any time.

NOISE CONTROL

Noise can be a problem any time, and particularly during the summer months when windows and/or sliding doors are open. Be considerate of others and remember that your neighbors may not keep the same hours you do.

C-1 Nothing shall be done that interferes with the quiet enjoyment of other residents. Keep the noise volume as low as possible. Stereos, televisions, musical instruments, car alarms, car horns, remote controlled vehicles, extended warming-up of motor vehicle engines, barking dogs, and/or any other noise sources, shall be restricted at all times to a level that does not unreasonably disturb other residents. Remote controlled vehicles that are inherently invasive, i.e. drones, airplanes, or gas powered, are prohibited on Willow Ponds property anytime. However, the HOA Board reserves the right to employ the services of inspectors who may, with proper licensing and insurance, use drones for the sole purpose of inspecting overhead views for the purpose of repair and/or maintenance.

C-2 It is the responsibility of parents and/or guardians to see that their children do not unnecessarily disturb other residents. It is also, the responsibility of all homeowners, residents, and tenants to inform their guests of the above noise control rules, and ensure they are followed.

C-3 Abusive behavior including, but not limited to, the use of profanity on the part of residents toward the employees, contractors, members, residents, tenants, guests, etc, of our association is not appropriate, and will not be tolerated.
**PETS**

D-1 Only ordinary domestic animals, such as dogs, cats, aquarium fish, and small birds may be kept as pets within a residential unit, provided they are not kept, bred, or raised for commercial purposes. Renters are not permitted to have any pets.

D-2 No food, or water shall be left on decks, porches, or on common areas that might attract wild or stray animals. Stray meaning any animal without an ID tag and that has not been registered with the association. All food and water must be removed at night.

D-3 All residents shall be held responsible and liable for any personal injury, or property damage caused by their pets.

D-4 Legal action may be taken, by the HOA, or effected residents, against owners if pets make loud and/or excessive noise that reaches the level of a nuisance.

D-5 The HOA Board reserves the right to expel, or control any pet that becomes a nuisance, and/or danger, in any way.

D-6 There is to be no more than TWO (2) household pets kept within any residential unit.

D-7 All pets must be on a leash at all times, and under the personal control of a resident, family member, or guest, when outside individual living quarters (common areas, decks, etc.) Retractable leashes are not allowed, and no leash can exceed 10 feet in length.

D-8 All pets must be curbed, and any resulting excrement deposited must be immediately bagged, and disposed of properly by the individual(s) in control of the animal. (Curbed, meaning near the road, in the grass area near the curbs (within 3 feet), and not near shrub, or other landscaped areas, or domiciles. Violators will be subject to an immediate fine of $50.00

D-9 Pets must not be left unattended on porches, decks, or any other common areas.

D-10 Pets, other than legally certified service animals, are not allowed within the confines of the swimming pool, tennis courts, or clubhouse areas.

D-11 The HOA Board will not be responsible for any harm to any animal, unless caused by the direct action of an HOA employee. Independent contractors causing damage, will be solely responsible for such damage.

D-12 All pets must have the appropriate town license and vaccinations at all times. Residents must obtain copies of the Pet Registration Form on the Willow Ponds website, or in the clubhouse. This information must be updated annually on June 1st. and any changes reported to the Management Company.

**POOL RULES**

E-1 Pool hours will be announced annually.

E-2 NO ONE will be permitted in the pool, or pool area without a pool wristband - green for a resident, orange for a guest. Bands can be acquired from the Management Company. If lost, replacements will be available for a fee of $5.00 each

E-3 The pool is limited to residents and their guests who are identified as such by wristbands. Guests or residents are limited to 6 persons per unit at any one time. All residents must sign in
with the lifeguard on duty.

**E-4 Swimming alone is not recommended.**

E-5 Persons under 16 years old must be accompanied and supervised by an adult resident at all times. No Exceptions.

E-6 Showers must be taken on-site before entering pool.

E-7 The lifeguard's orders must be obeyed by everyone in the pool, or pool area. One warning will be given, a second warning will result in a request to leave the pool area.

E-8 No pets of any kind are allowed in the pool, or pool area at any time.

E-9 Except for prescription eyewear, glass containers, or other similar breakable objects are strictly prohibited in the pool, or pool area at all times. (See rule # E-22)

E-10 **Stairways into the pool must be kept clear at all times for easy entry and egress.

E-11 No floating apparatus is allowed in the pool except for those already provided at the pool area. Exceptions will be made, by the lifeguard, if and only if, the pool is not crowded and such floating apparatus does not interfere with others in the pool. The apparatus shall be used in a safe manner. Jumping from the sides of the pool onto the apparatus is not permitted. Lifeguard orders to remove floating apparatus must be obeyed.

E-12 No smoking, eating, or drinking in the pool is permitted. Smoking is not allowed in the pool area.

E-13 Diving or jumping into the pool is not permitted. Running, boisterous, and/or otherwise dangerous or nuisance activity, is not permitted in the pool, or pool areas.

E-14 Trash must be disposed of in the proper receptacles.

E-15 The pool equipment room and storage areas are off limits to all but authorized personnel. Only authorized personnel are permitted to adjust the timers, and heating controls for the pool.

E-16 Radios, or other music must be played softly so as not to disturb others.

E-17 ***Lifeguards can request the removal of those engaging in loud, and/or nuisance behavior, or failure to comply with the rules, or lifeguards safety instructions.

E-18 Proper bathing attire must be worn at all times, including small children and infants. No children in diapers will be allowed in the pool. In place of diapers, disposable "Swimpants"(Little Swimmers) must be used.

E-19 Diaper changing in the pool area is not permitted. There is a changing station near the ladies room in the clubhouse.

E-20 Pool chairs, tables, loungers and other furniture will be available on a first-come first-served basis. No “saving,” or reserving is permitted.

E-21 Anyone found breaking into or climbing the fence into the pool area will be subject to Trespass Laws in addition to any applicable fines.

E-22 Any fines or expenses incurred by the HOA due to rule infractions (for example: glass in pool area,) will be assessed to the resident responsible for the violation, or violating party.
Any individual violating the above rules will be subject to immediate warning. Failure to comply will result in ejection from the pool area and/or suspension of their pool privileges in addition to any applicable fines.
RENTAL REQUIREMENTS

Owner responsibilities:
F-1 Any home purchased on or after June 1, 2014 may be leased only after a 1 year residency requirement period by the purchaser/owner has been met.

F-2 It is understood that The Management Company must be notified of a unit owner’s intention to lease his/her unit. (email: management@willowpondshoa.com). Failure to notify will result in a $150.00 fine, to be levied upon written notice from the Management Company.

F-3 Any intention to renew a lease must be presented to the Management Company at least thirty (30) days prior to the expiration of the present lease.

F-4 Short-term rentals are not permitted. All rentals must be for 1 year terms or longer. No renting can be done through a service, such as AirBnB, VRBO, etc. Violation will result in $150.00 fine.

F-5 The rental of any unit shall be to a single family, or a person and one (1) unrelated person.

F-6 For either new tenants or renewals, the homeowner must provide the Management Company with the following:
   A. Proof that all requisite permits have been obtained from the Town of Riverhead and all Codes met.
   B. A copy of the signed lease agreement. The lease must specify the number of people occupying the premises. Failure to provide a copy of the lease within 30 days of the signing will result in a non-refundable $300 fine.
   C. A check for a non-refundable administrative fee of $200.00 payable to “Willow Ponds HOA”. Administrative fees are assessed for new leases, and for each lease renewal period. For example, if a lease is for 2 years, the fee is paid initially upon signing, and every 2 years upon renewal.
   D. A refundable, non-interest bearing, security deposit of $500.00 payable to the “Willow Ponds HOA” which shall be held for the term of the lease, or until the unit becomes vacant. The HOA Board may deduct from the security deposit, any unpaid fines that are levied against the unit during the term of the lease for infractions of the rules and regulations, and for any repairs, and/or cleanup required due to the negligence of said tenants. Should the amount exceed the deposit, the owner will be billed the difference.
   E. All owners must provide their tenants with a copy of the Rules and Regulations, and all tenants, and where applicable their guests, must comply with these Rules and Regulations.

F-7 It is agreed and understood that the HOA Board/Mgmt Company shall retain the right to inspect, at any time, the exterior of any premises and submit a list to the unit owner of any and all repairs necessary and/or damages sustained, or rule violations, which shall be cured within thirty (30) days. If after (30) days, said cure is not complete, the HOA Board shall have the right to have any and all repairs made with the unit owner hereby agreeing to pay all bills submitted to them for said cures.

F-8 Home Owners are held responsible for their tenants, and the tenant’s guests, and are financially liable for any damage they may cause.

F-9 Home Owners, at their own costs, are responsible for providing tenants with easy pass stickers and/or key fobs for gate access.

F-10 As per section D-1 of the Rules and Regulations, pets for renters are not permitted.

F-11 In the event of a violation under any of these rules and regulations necessitating the HOA Board to evict a Tenant, the unit owner is obligated to pay the HOA Board’s legal fees applicable.
F-12 Owners intending to lease must be in good standing with regard to HOA fees.

**Tenant responsibilities:**

F-13 The tenant must sign a statement that she/he has received, read, and fully understands and will comply with all of the rules and regulations that are in effect, or which may come into effect during the period of this lease.

F-14 The lease shall not take effect until all of the terms and conditions here and above have been met by both the tenant and the unit owner.

F-15 The tenant shall provide a refundable, non-interest bearing, security deposit of $500.00 payable to the “Willow Ponds HOA” which shall be held for the term of the lease, or until the unit becomes vacant. The HOA Board may deduct from the security deposit any unpaid fines that are levied against the unit during the term of the lease for infractions of the rules and regulations, and for any repairs, and/or cleanup required due to the negligence of said tenants.

F-16 Tenants are permitted a maximum of 2 cars.

F-17 The tenant shall only park their vehicles in the driveway, garage or common parking areas.

F-18 The tenant shall keep all common areas restricted to unit owners/tenants use in good repair, and generally good fashion at all times.

F-19 No business or professional use or endeavor of any sort whatsoever shall be carried on within leased premises, unless basic “Home Office” use, with prior written permission of the HOA Board.

F-20 Under no circumstances shall the tenants reassign the lease, or sublet the premises, whether in whole or in part, whether furnished or unfurnished.

F-21 Pets are not permitted.

F-22 In the event the tenant continuously and flagrantly violates the rules and regulations and/or creates a nuisance, then a fine will be levied upon the owner. If the nuisance is ongoing, then the HOA Board shall have the right to demand that the lease be terminated and that the tenant be expelled from the unit. The Board shall have the right to commence summary proceedings to evict said tenant in the Board’s name. Unit owner shall be liable to the Board for all damages, costs and expenses suffered by the Board in consequence of tenant’s actions hereunder, including reasonable attorney’s fees incurred by the Board.
TRASH REGULATIONS

G-1 All trash must be placed in tightly closed bags, preferably plastic bags with twist-ties, before being placed in the trash compactor.

G-2 Homeowners and residents are responsible for picking up their own trash spilled in all common areas, including beach, boardwalk, stairs, etc., and to dispose of trash in the proper containers or receptacles.

G-3 No trash or debris is to be left in any area that is visible to others such as: walkways, decks, common areas, patios, driveways, and parking areas, etc.

G-4 Large boxes, cartons, and containers must be broken down to fit within the cardboard recycle bin.

G-5 Large discarded items include, but are not limited to, old furniture, beds, mattresses, appliances, construction materials, such as lumber, and all other large materials, or items that do not reasonably fit in the trash compactor. Disposal of these items are the responsibility of the Owner or Tenant, and are to be properly removed to the Town disposal facility, if possible, removed by a private carter, e.g. 1800-JUNK, or have the delivery company pick up and discard. Items left by the compactor area will result in a $250 dollar fine.

G-6 Do not throw cigarette/cigar butts off your deck, or onto any other common area property, as it is a fire hazard, and littering.

VEHICLES AND PARKING

H-1 Prolonged storage of vehicles in common areas (over 2 weeks) is not allowed and all vehicles must be in operable condition. A vehicle will be considered stored and/or inoperable if the vehicle has not moved within the two (2) week period and/or the vehicle is not properly registered with the Department of Motor Vehicles. Please inform the Management Company regarding your vehicle(s) if you're planning to be away, or on vacation for an extended period of time.

H-2 No Campers, motorboats, trailers, boats, ATV’s, commercial vehicles (as defined in the NYS Vehicle and Traffic Law Code), or passenger vehicles being used for commercial purposes may be parked on the property without written permission of the HOA Board. Limited parking in the back of the Clubhouse parking lot for, 1-3 days will be allowed upon notification to the management company. A $50.00 a day fine will be imposed for every day past this period that the vehicle remains. If no notification is given, a fine for each day of no notice will be issued. Failure to remove after a reasonable time thereafter may result in the car being towed at owner’s expense.

H-3 No motor vehicle shall be left in a condition that will constitute a fire hazard, nor display offensive signs, graffiti, or offensive language on it, as determined by the HOA Board. No vehicle may constitute a danger to the community, and the vehicle must be in compliance with all New York State motor vehicle rules and regulations.

H-4 Automobile servicing and/or repairs, such as oil changes, engine repairs or overhauls, draining of radiators, liquids, or any other fluids, apart from washer fluid, of a vehicle is specifically prohibited on the property.

H-5 Motor vehicles of any type are not allowed to be operated, or parked, on any sidewalks, any common green belt area, or any other areas not specially designated for automobile traffic.
No ATV’s, dirt bikes, or other types of off-road vehicles may be operated within the property.

H-6 The maximum speed limit for any vehicle is 15 miles per hour within the community and all traffic signs must be obeyed. Fines of $25 maybe imposed for failure to obey all traffic signs. Photographic proof, supplied by any resident, can be used as proof of such violation.

H-7 If a large gathering is held by a homeowner, including holidays and weekends, arrangements should be made to have guests park at the clubhouse lot in consideration of their neighbors. Such gatherings will include family members.

H-8 No tarps or other coverings may be used on any vehicle parked on the property without prior written permission from the HOA Board.

H-9 Parking in the roadway is prohibited at all times.

H-10 All residents can use 2 parking spaces, for two cars, for daily use. Parking, in the small lots, is on a first come first serve basis. For those residents with access to driveways, cars must be parked in the driveway, except upon written permission of the HOA Board. Such permission may be withdrawn at any time should the permission be deemed abused. Should the driveway not be long enough to allow for two car parking, one car can be parked in the small lot near the unit, or in the garage.

H-11 Cars parked in the small resident lots, must be parked in an orderly fashion, to allow maximum use by all residents. Cars can be deemed to be using more than one spot if parked in a disorderly fashion, and can result in a $25.00 fine. Photographic proof, submitted to the board may be considered in determining the violation.

**ABSENCE FROM RESIDENCE**

I-1 Unit owners must notify the Management Company of any prolonged absence.

I-2 Keys to the unit, or to any vehicles left on the premises, should be deposited with a friend, relative or neighbor. The contact information and location of the keys’ holder must be reported to the Management Company. This recommendation is promulgated for your best interest, and for the protection of your property, should an emergency arise Failure to report the location of the key(s), and required contact info means the unit owner(s) will be held responsible for any damage and/or costs incurred in gaining access to their unit and/or automobile in the event of an emergency.

I-3 Any unit owner who utilizes the service of an agent to act on their behalf in their absence must notify the Management Company in writing, and provide contact details for the agent.

I-4 The Management Company must be notified of any change of address of the unit owner during any period other than sale of the Unit, at which time a forwarding address must be submitted. Failure to do so, resulting in mail being returned to the Management Company, will not absolve the owner from his/her financial, or any other obligation.
GUIDELINES FOR RESALES

Prior to any sale, the seller is responsible to see that items on this list are completed. When the required fee and the correct documentation are received, the Management Company will submit the Letter of Consent required for closing.

J-1 An administration fee of $100.00 is payable to the “Willow Ponds HOA”.

J-2 All common charges, assessments, arrears, and any other monies owed, must be paid to the “Willow Ponds HOA” through the Management Company, unless in the case of collections, as advised by the attorney.

J-3 Prior to closing, the seller must pass on to the new owner the prospectus, and a copy of the Rules & Regulations. A letter from the seller’s attorney attesting to this must be sent to the Management Company.

J-4 All new owners must pay $500 to the HOA for the Capital Contribution.

J-5 All new owners will be given, for a fee of $50.00 per sticker, up to a maximum of 2 easy pass stickers for gate entry access. No more than 2 are allowed at any given time. Upon replacement of windshields, or purchase of a new, or used vehicle by an Owner, a replacement sticker can be purchased. All gate fobs can be purchased by the owner from the Management Company for a fee of $30.00. No more than 3 fobs can be held at any one time.

NOTE: If copies of the prospectus, or the Rules and Regulations are required, contact the Management Company.

COSTS: Prospectus----$150.00 per copy, RULES AND REGULATIONS-Copy available online, or a PDF copy may be emailed at a cost of $10.00, payable to Willow Ponds HOA, or on its behalf, through the management company.

HOMEOWNERS

K-1 Mailing address and phone numbers of the owner must be filed with the Management Company within five (5) days of recording the Title Deed so that official notices can be sent to the owner and contact can be made in case of emergency. It is the responsibility of each homeowner to notify the Management Company of any changes in their mailing address or telephone number.

K-2 Pet Registration forms must be submitted by new owner, prior to occupancy. Forms can be obtained online, and must be kept up to date annually. New animals, must be registered prior to moving them into residence.

K-3 The Annual Board meeting is held in July and notice will be mailed to all homeowners of record prior to the meeting. In order to establish a quorum, so that business can be conducted, it is imperative that homeowners either attend in person, or submit their proxy to a fellow member or the Management Company prior to the meeting. If given to the Management Company, it should be accompanied by any instructions warranted.

K-4 The master insurance policy for the property is renewed yearly by the HOA Board and covers all common area related items. Each homeowner is advised to have insurance that covers
their individual residential unit interiors, improvements, furnishings and personal property, as well as liability insurance to cover adjoining units. A Certificate of Insurance may be obtained by the Homeowner, through the Management Company, should it become required by a bank, or other institution, or agency.

K-5 Any contractors hired by the Owner to do more than minor maintenance, must provide a Certificate of Liability, naming Willow Ponds on the Sound as an additional insured. Said certificate must be submitted to the Management Company, prior to work commencing. Failure to submit will result in a $500.00 fine, should any damages, of any kind, result from such work. Willow Ponds on the Sound may take any and all legal actions to collect any costs, legal expenses, or judicial damages imposed, as a result of such failure.

VIOLATION OF RULES AND REGULATIONS

L-1 It is the obligation and duty of each resident to report violations, in writing, or via e-mail to the Management Company. Notice of actual violations will be brought, in writing, and signed by the Management Company or Board Member, to the attention of the tenant and/or homeowner by the Management Company, carrying out the policies established by the HOA Board.

L-2 Failure to correct the violations by the tenant, or homeowner, may result in fees, fines and/or legal action, the cost of which will be the responsibility of the homeowner.

L-3 Any fines, or other costs incurred by the HOA due to actions, or inactions of a homeowner, member, tenant, or guest will be assessed to the homeowner.

ENFORCEMENT

M-1 All homeowners, residents and guests are required to abide by the Condominium and HOA By-laws, Declaration and Rules and Regulations set forth by the HOA Board. Failure to do so will result in corrective action and/or a fine in accordance with the provisions of these governing documents. Tenants should report any violations to the homeowner.

M-2 Homeowners may report notices of violations in writing, or online. Such submitters name and information will be kept confidential. The HOA Board, may request additional information, or proof from the complainant.

M-3 The Management Company, acting on the behalf of the HOA Board has been instructed to require the compliance of all persons with the provisions of the Condominium and HOA By-laws, Declaration, Rules and Regulations, and if there is a violation thereof, the Management Company, has been instructed to do any, or all of the following:

- Obtain the names and addresses of all violators, and then report to the HOA Board.
- In the case of children, make every responsible effort to contact their parents, guardian, or host immediately, prior to taking further action.
- Call upon a law enforcement agency for any necessary assistance.
NOTICES OF VIOLATIONS, FINES, AND LEGAL ACTION

The following is the procedure of notices of violations, fines and legal action.

- Unless of an serious nature, needing immediate action, written notice of violation(s) will be sent, or delivered to homeowner and/or resident, by the Management Company. All violations must be corrected in 14 days, or proof of exemption presented.

SCHEDULE OF FINES:

As per the offering plan, page 222, Article IX, Use of Property, paragraph (s) the schedule of fines are as follows:

First notice of violation will be the potential for a $75.00 fine
Second notice of the same violation will be $100.00
Third notice of the same violation will be $150.00

Thereafter a $100.00 per month, per violation fine shall be assessed until the violation is corrected to the Board’s satisfaction. An Invoice will be sent to the Homeowner on a bi-monthly basis to notify them of the accruing fines.

Prohibited pet will result in a fine of $10.00 per day after notification of violation.

All violations of the "H" section of rules (Vehicles & Parking) are major violations incurring the stated fines on a DAILY basis instead of a monthly basis. The time period for correction of a major violation is 7 days.

Display of For Sale Signs, Open House Signs, balloons, displays, etc. will incur an immediate fine of $100 per occurrence except where prior approval in writing by the HOA Board has been obtained.

Vehicles parked in the roadway, or parked in front of or in other’s driveways, illegally parked in handicapped spots, or in front of fire hydrants, are subject to immediate towing. All costs will be billed to the owner of the vehicle.

All costs incurred by the HOA Board to enforce violations, or collect fines will be the responsibility of the unit owner.

Failure to pay fines within 30 days from the date of a levy may result in the filling of appropriate legal action.

REFERENCES

By Laws of Willow Ponds on the Sound Home Owners Association- Page 231-249
Declaration of Covenants, Restrictions, Easements, Charges and Liens. -Page 204-225
Use of Property- Page 220-222
By Laws of Willow Ponds on the Sound Condominium I- Page 173-200
House Rules-Page 192-195
Certificate of Incorporation-Page 201-203
Powers- Page 238. This is the section empowering the HOA Board of Directors. Article VIII, Section 5, (a) Power and Duties of the Board of Managers- Page 51-53