




---

**INSPIRATION PARK**  
**HOMEOWNERS' ASSOCIATION, INC.**

---

---



**TOWN OF QUEENSBURY**  
**WARREN COUNTY, NEW YORK**

**BLUE BOOK HANDBOOK**

**INCORPORATED 1991**

Disclaimer: This is provided as a reference only, it in no way modifies, amends or changes the Certificate of Incorporation, Declaration, the By-Laws or any other municipal law or code

---

FIRST EDITION

DECEMBER 1997

Membership in the Inspiration Park Homeowners' Association is mandatory for all homeowners within the property pursuant to:

**WARRANTY DEED WITH LIEN COVENANT FROM A CORPORATION**

“TOGETHER with all the rights and privileges as more defined in the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of Inspiration Park Homeowners' Association, Inc. Dated Nov. 19th, 1992 and recorded in the Warren County Clerk's Office on Dec. 2nd, 1992 in Liber 869 of Deeds at Page 9.

TOGETHER with the benefits and subject to the said “Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens.”

HOMEOWNERS covenant and agree to be bound by and to comply with the aforesaid Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens, Including their personal obligation to pay assessments pursuant to said Declaration, and homeowners hereby execute and acknowledge their deed for such purpose.”

**Compliance with Rules of the Association.** Should any Owner, member of his family, his employees, guests, lessees, licensees or other invitees fail to comply with any of the provisions of the By-Laws, Declaration or the rules and regulations, and as such may be amended from time to time, the procedures set forth in Article X of the Declaration shall be followed to obtain compliance.

If the Association successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Declaration, By-Laws or rules and regulations, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator.

## **GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS**

---

**Section 8.01. Use of Homes.** Except as otherwise provided in the Declaration and the By-Laws, the Homes shall be used only for residential purposes and purposes incidental and accessory thereto. This shall not prohibit an Owner or occupant from maintaining an office within the Home, providing no extraordinary traffic results, there are no alterations or modifications to the exterior of the Home and no signs or other evidence of such office are displayed in any window, on the exterior of any Home, or anywhere on the Property.

**Section 8.02. Pets.** All pets shall be subject to the municipal laws (See page 7 for Town of Queensbury Dog Control) and no unleashed pets shall be permitted to roam on any portion of the Association Property. The Board of Directors shall have the right to require any Owner (or any tenant or family member or guest of any Owner or tenant) to remove the pet from the Home, or the Association Property, if, in the opinion of the Board of Directors, acting in its sole discretion, such pet is creating a nuisance.

### **Section 8.03. Parking**

- a. Recreational Vehicles.** Any recreational vehicles, including, but not limited to, all terrain vehicles, motor bikes, motorcycles, minibikes, snowmobiles, boat trailers, campers or other such vehicles must be parked or stored behind the Home, within the garage of the Home, if any, in such location on the Lot as may be specifically authorized by the Board of Directors for such parking.
- b. Unlicensed or Inoperable Vehicles.** Unlicensed or inoperable motor vehicles of any type, unless garaged, shall not be permitted to remain on the Property for more than ten (10) days.
- c. Unauthorized Parking.** Vehicles may not be on the Association Property unless the Board of Directors has designated such area as a vehicle parking lot. Vehicles parked in unauthorized areas or in any manner impeding or preventing ready access to the Property or an occupant's driveway or garage, may be towed from the premises at the expense of the respective owner of such vehicle so parked.

The Board of Directors, Managing Agent or authorized employee of either, may order such removal on behalf of the Board of Directors, after giving reasonable notice to the owner of the vehicles, if such owner is known, and shall not be liable for any costs, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. Notice is not required prior to removing a vehicle blocking the roadway or impeding access by emergency vehicles.

- d. **Roadway Parking.** The roadways were dedicated to the Town of Queensbury and parking on such roadways are subject to the Town of Queensbury regulations.

#### **Section 8.04. Use of the Property.**

- a. **Use and Maintenance of Slope Control Areas.** Within any slope control area shown on any filed map or plat, no improvements, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with the established slope ratios, create erosion or sliding problems or change the direction of flow of drainage channels. The slope control and drainage areas and all improvements thereon shall be maintained by the Association, except in those cases where a governmental agency or other public entity or utility company is responsible for such maintenance.
- b. **Trees and other Natural Fences.** No trees shall be removed from any portion of the Association Property except with the prior written consent of the Board of Directors, after obtaining any necessary approvals and/or permits from all applicable government agencies.
- c. **Outdoor Storage.** No storage of personal property, including firewood, shall be permitted outside the Home unless such property is kept “behind an imaginary line drawn at the back of the home, running parallel to the street, and not necessarily directly ‘behind’ the home.” (Modified Sep. 24, 1993). This prohibition shall not be construed to prohibit customary seasonal outdoor furniture, grills and the like. This prohibition also shall not be construed to prohibit swing sets or similar play structures, provided any such structures are in the backyard. No outdoor storage structures

may be constructed and or placed on any portion of the Association Property without the prior written consent of the Board of Directors.

- d. **Outdoor Repair work.** No work on any motor vehicles, boats, trailers or other equipment shall be permitted on any portion of the Association Property.
- e. **Refuse Disposal.** Except for building materials being used during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, refuse or other waste material shall be kept, stored or allowed to accumulate outside the Home, or its garage, or any portion of the Property. Such refuse may be placed in designated containers for scheduled pickup. (See Page 8 for Town of Queensbury Code)
- f. **Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on any portion of the Property, or in any Home, nor shall anything be done thereon that may be, or may become, a nuisance or annoyance to the occupants of other Homes thereof.
- g. **No Above Surface utilities.** No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, water, sanitary and storm sewer drainage pipes and conduits, shall be placed or maintained above the surface of the ground on any portion of the Property other than as may have been required in the initial development without the consent of the Board of Directors.

#### **Section 8.05. General.**

- a. **Lease Restrictions.** An owner may only lease the entire Home and not a portion thereof and such leasing shall be in accordance with the terms and conditions as may be set forth by the New York State Affordable Housing Corporation. The Board of Directors or the Managing Agent, if there be one, shall be promptly notified by the Owner of the Home that such leasing has occurred and provided with the names and telephone numbers of the occupants.

b. **Interaction with the Board of Directors, Managing Agent and/or Employees of the Association.**

- (1) If an Owner, his family, guests, lessees, licensees or other invitees, gives a key, whether to his Home, a motor vehicle or other item of personal property, to an employee or Director of the Association or the Managing Agent, he does so at his own risk, and neither the Board of Directors nor the Managing Agent nor the employee or either, shall be liable for injury, loss or damage directly or indirectly resulting therefrom or connected therewith.
- (2) No employee of the Association or the Managing Agent shall be asked to perform any personal services for any Owner or occupant or guest, during hours such employee is employed by the Association or Managing Agent on behalf of the Association, except in an emergency.

THE BOARD OF DIRECTORS MAY PROMULGATE SUCH OTHER RULES AND REGULATIONS, FROM TIME TO TIME, AS MAY BE NECESSARY TO PRESERVE AND ENHANCE THE PROPERTY OF THE INSPIRATION PARK HOMEOWNERS' ASSOCIATION, INC.

**As of June 7, 1993 the Board of Directors resolved that the following will NOT be permitted on Inspiration Park Homeowners' Association property;**

1. Deforestation / Removal of ANY vegetation.
2. Hunting, trapping or target practice of ANY kind
3. Tents, screenhouse, forts or structures
4. Cooking, barbecue pit, recreational fires or burning garbage.
5. Storage of personal property, recreational vehicles, bicycles, or picnic tables.
6. Pools
7. Swings, swingsets, or ropes from trees

The main reason for these restrictions is for everyone's safety, protection of personal property and to protect our forever wild areas. In addition, the insurance policy for the Association property will not cover a loss if it is in violation of the rules and regulations.

## Definitions

---

**Assessments:** Charges for the maintenance and operation of Association Property as described in Article V of the Declaration.

**Association:** Inspiration Park Homeowners' Association, Inc.

**Association Property:** All land and other improvements and other properties, personal or mixed, heretofore and hereafter owned by the Inspiration Park Homeowners' Association, Inc.

**Board of Directors or Board:** The Board of Directors elected by the Members to administer the affairs of the Association.

**By-Laws:** The By-Laws of the Association, as are set forth in Part II of the Offering Plan, as the same may be supplemented, extended or amended from time to time.

**Declaration:** The document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens of the Inspiration Park Homeowners' Association, Inc. as it may, from time to time be supplemented, extended or amended in the manner provided for therein.

**Home:** Each completed Home situated upon the property including the garage appurtenant to such home, if there be one. Unless the context clearly indicates otherwise, the term "Home" shall be deemed to include the term "Lot".

**Lot:** Any portion of the Property (with the exception of the Association Property) under the scope of the Declaration, as shown on the "as built" Subdivision Map filed with the Warren County Clerk and identified as a separate parcel on the tax records of the Town of Queensbury. Unless the context clearly indicates otherwise, the term "Lot" is included in the term "Home".

**Member:** Each holder of a membership interest in the Association, as such interests are set forth in Article III of the Declaration.

**Offering Plan:** The Offering Plan filed with the New York State Department of Law relating to the Inspiration Park Homeowner's Association, Inc.

**Owner:** The holder of record title, whether one (1) or more persons or entities of fee simple title to any Home, whether or not such a holder actually resides in such Home.

**Property:** All properties as are subject to the Declaration which may be supplemented, extended or amended.

## **TOWN OF QUEENSBURY ANIMAL CONTROL**

---

### **Article 73-5. Prohibited Activities**

It shall be unlawful for any owner of any dog in the town of Queensbury to permit or allow such dog to:

- A. Run at large unless the dog is restrained by an adequate leash or unless it is accompanied by its owner or a responsible person and under full control of such owner or person. For purpose of the Article, a dog or dogs hunting in company of a hunter or hunters shall be considered as accompanied by its owner.
- B. Engage in habitual loud howling, barking, crying or whining, or conduct itself in such a manner so as to unreasonably and habitually disturb the comfort or repose of any person other than the owner of such dog.
- C. Uproot, dig or otherwise damage any vegetables, lawns, flowers, garden beds or other property without the consent or approval of the owner of thereof.
- D. Chase, jump upon or at or otherwise harass any person in such a manner as to reasonably cause intimidation or fear or to put such person in reasonable apprehension of bodily harm or injury.
- E. Habitually chase, run alongside of or bark at motor vehicles, motorcycles or bicycles while on a public street, highway or place or upon private property without the consent or approval of the owner of such property.
- F. Create a nuisance by defecating, urinating or digging on public property or on private property without the consent or approval of the owner of such.
- G. If a female dog when in heat, be off the owner's premises unrestrained by a leash.

- H. Attack, chase or worry a dog or cat if that dog or cat is in a place it may lawfully be and , if the dog or cat is off its owner's property, if the dog or cat is on a leash or otherwise under control of its owner. (Added 5-19-1997 by L.L. No. 5-1997)

### **73-7. Penalties for offenses.**

An offense against any provision of this Article shall be punishable....(see the Article)

*For a complete copy of the Town of Queensbury Dogs and other Animals Code, contact the Queensbury Animal Control Officer.*

## **GARBAGE, RUBBISH AND REFUSE**

---

2

### **Article 96-1. Unlawful deposits in public places.**

No person, firm or corporation shall leave or deposit any offal, garbage, dead animals, cesspool contents, refuse or rubbish of any kind upon any street, avenue, highway, parkway or public place within the Town of Queensbury, except that householders may place garbage and refuse in properly covered containers in front of their premises for authorized collection and removal.

---

#### **1. Chapter 73 DOGS AND OTHER ANIMALS**

Town of Queensbury: Article I, 6-10-1980 by L.L. No. 1-1980  
Pages 7303, 7304, and 7306.

#### **2. Chapter 96 GARBAGE, RUBBISH AND REFUSE**

Town of Queensbury: Article I, 8-7-1948  
Page 9603

INSPIRATION PARK HOMEOWNERS' ASSOCIATION, INC.  
19 GOLDFINCH ROAD  
QUEENSBURY, NEW YORK 12804