

Grosvenor East Townhouse Condominium

Rules & Regulations



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**RULES AND REGULATIONS OF GROSVENOR EAST
TOWNHOUSE CONDOMINIUM
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RULES AND REGULATIONS OF GROSVENOR EAST TOWNHOUSE CONDOMINIUM

This document contains the Rules and Regulations of the Condominium. Every Home Owner and/or Tenant is subject to these Rules and Regulations and any additional Rules and Regulations as may be hereafter adopted by the Board of Managers. These Rules and Regulations shall govern the use of the Homes and the conduct of all residents. This document incorporates the prior House Rules and Current Resolutions of the Board of Managers.

Section 1.01 ARTICLE I. HOMEOWNER RESPONSIBILITIES

Section 1. Residency. All Homes shall be used for "One Family Occupancy" as that term is defined in the Restated Declaration and the Brighton Town Code§ 201-5.

Section 2. Changes to Exteriors of Homes. No Home Owner shall make any structural modifications to the Home or other alterations that would impair the structural soundness of the Home without the written consent of a majority in common interest of the Home Owners. Consent may be requested through the Management Agent, if any, or through the President of the Board of Managers if no Management Agent is employed. The Board shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

Section 3. Interior Modifications. All work with respect to the interior of any unit shall be done during the hours of 8:00AM to 6:00PM Monday thru Friday and 10:00AM to 6:00PM on Saturdays, so as not to disturb the quiet use and enjoyment of other owners. No structural changes are to be made to any townhome without Board approval. All building codes are to be followed, including obtaining any necessary permits at owner expense. No bedrooms or sleeping quarters are permitted in any basement area either temporary or permanent in nature. All contractors on Association property must provide Owners, the Association and Property Manager with a certificate of insurance naming each as additional insured on Liability and Worker's Compensation Insurance held by such contractor. No Insurance!! No permission to work!!

Section 4. Maintenance and Repair. Every Home Owner must perform promptly all maintenance and repair work to his/her own Home, which, if omitted, would affect the Community in its entirety, or in a part belonging to other Home Owners, he/she being expressly responsible for the damages and liabilities that his/her failure to remedy may engender.

All the repairs to internal installations of the Home located in and servicing only that Home, such as gas, power, telephones and sanitary installations shall be at the Home Owner's expense.

Home Owners are encouraged to take appropriate and reasonable action to protect their personal property, furniture and equipment. The Association is not responsible, and will not reimburse Home Owners for damage to personal property placed on or about the following areas: backyards, decks, front porches, etc. This includes damage arising from, but not limited to, weather related incidents as a result of rain, ice, snow, wind, water, etc.

No Home Owner shall replace any exterior window or door, including storm and screen doors and deck doors without the written approval of the Board of Managers. Any request must be accompanied by a total color rendering (detailed drawing), including details on specifications and materials.

No Home Owner shall paint the existing exterior surface of windows or doors, including storm and screen doors, deck doors and garage doors. Painting of all exterior surfaces will be performed with the approval of the Board of Managers.

All roofs over decks must match specifications of roofs already installed and must have prior written approval of the Board. This includes any side panels added to the deck. It is the Board's obligation to enforce the By-Laws and these Regulations to ensure uniform quality and architectural integrity in all construction that takes place in the Common Areas, as well as to protect the Condominium from liability or expense that could result from such construction.

Section 5. Common Elements. The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

Every Home Owner shall be liable for any and all damage to the Common Elements and the Property of the Condominium caused by said Home Owner or such other person for whose conduct he/she is legally responsible.

ARTICLE II. RULES AND REGULATIONS

Bird and Animal Feeders. Due to the danger of attracting unwanted rodents, no Home Owner shall place seeds or food of any kind directly on the grounds of the condominium. Home Owners are limited to two (2) bird feeders per unit. Placement of feeders should be at least 30 feet away from the building and are limited to dates from November 1, to April 15th of a given year.

Clotheslines. It is prohibited to hang garments, rugs, or coverings of any sort from the storm and screen doors or from the exterior surface of doors and windows. It is prohibited to string clotheslines on or over the Common Elements including the irrevocably restricted areas.

Commercial Vehicles. No vehicles displaying a commercial logo or name, trucks classed by manufacturer rating as exceeding $\frac{3}{4}$ ton, trailers, mobile homes, or recreational vehicles larger than a van may be parked in the Condominium parking area overnight. In addition, dumpsters are not allowed on the property unless permission is obtained in advance from the Property Manager.

Exceptions for commercial vehicles will be granted, provided that permission is first obtained through the Property Manager, when parking overnight is required in conjunction with work being performed for the Condominium or for an individual Home Owner. Such exceptions, when granted, will apply only during the time necessary for the work to be performed.

Complaints. All complaints and suggestions about the common areas should be in writing to the Managing Agent or Board Members.

Pets. No dog or cat shall be allowed to run loose. Pets must be attended and leashed when walked by their owners. Owners are responsible for cleaning up after their pets immediately. All owners must register their pets with the Board of Managers or the Property Manager within two weeks of obtaining a pet. Registration will not be accepted unless the dog owner produces a current copy of the license issued by the Town of Brighton.

Exterior Decorations and Additions

- a. Hot tubs and/or fire pits are allowed only if they meet all requirements of the Town of Brighton and permission of the Board.
- b. The installation of window air conditioning units and fans is prohibited on the front, driveway side of the units.
- c. Individual Home Owners are not allowed to install holiday lights or other articles on trees or light poles in the islands in front of their Units. Home Owners may decorate with door wreaths "within the limits of good taste."
- d. Electrical heating wires for roofs are no longer UL approved and accordingly, no new heating wires may be installed.
- e. Personal items left outside creating an unsightly condition must be removed or a fine of \$25 per week may be imposed. The board may authorize the Property Manager to remove such items, at homeowner expense, remaining after the deadline has expired.

Extermination Services. Residents requiring extermination services to deal with insects and animals in the Common Areas should contact the Property Manager. Extermination services for other than Common Areas are the responsibility of the individual Home Owner.

Fences. No fence shall be erected in the Community without the prior written consent of the Board of Managers.

Landscaping. No Home Owner shall move, remove, add or otherwise change the landscaping in the Community with the following exceptions and clarifications:

- a. Use of flowerpots, wreaths, etc. by individual Owners within the immediate areas of their doorways is acceptable within the limits of good taste. Objections should be referred to the Board in writing. If the Board agrees with the objection, the item in question will be removed.
- b. Landscaping within the area inside the divider walls in back of each individual unit not extending beyond the eastern end of the divider walls is at the discretion of the Owner of that unit within the limits of good taste. Objections should be referred to the Board in writing
- c. No changes or additions such as plantings, lawn ornaments, or fences are permitted in the rear of the property except as described in the previous item, or in any other common area unless a proposal is submitted to the Board in writing, and written approval is received from the Board before such changes or additions are made.
- d. No changes or additions are permitted along the driveway in the area adjacent to Eastwood Apartments (the western boundary of the condominium property) except for plantings in the two islands on the west side of the driveway installed and cared for by a committee designated for the purpose in accordance with Article III of the By- laws.
- e. Owners who add plantings to the common areas with the written permission of the Board shall not disturb plantings already in place. The Condominium assumes no liability for damage done to plantings added with permission by individual Home Owners.
- f. Homeowners are expected to maintain back yards and patio areas by removing weeds and debris, trimming plants and otherwise maintaining in the area in good order. Homeowners should maintain uniformity, cleanliness and care of your townhome, which is visible by others in the community and prospective buyers.

g. The Landscaping Committee was formed to enhance the beauty of the Common Areas and shall present its recommendations to the Board for consideration and allocation of funds.

Nuisance. Owners of Homes shall not use or permit the use of the premises in any manner that would disturb or be a nuisance to other Home Owners, or would be injurious to the reputation of the Condominium. Stereos, radios, televisions, motor vehicles, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., can also disturb the peace and quiet enjoyment to which your neighbors are entitled. The best rule is that noise should not be heard within a neighbor's house with the windows closed. Homeowner concerns and/or complaints must be submitted to the Board in writing.

Parking. No person shall park a vehicle or otherwise obstruct any resident's use of any parking space or ingress or egress to any parking space.

No unregistered vehicles or vehicles without a valid license plate may be parked in the Condominium parking area.

No vehicle may be parked in the Condominium parking area overnight that does not belong to a resident of the Condominium or to the guest of a resident.

Property Manager. The Property Manager is authorized to sign checks for the Condominium. The Property Manager shall make it a standard practice to send a welcome letter to all new Home Owners, along with copies of the governing documents and these Rules and Regulations, and information on payment of the monthly common charge.

Renting and Leasing. No Units or any portion of a Home may be rented or leased. Owners of Record prior to June, 2014 are excluded from this prohibition. Once a current Owner transfers title to the Home, that Home is bound by this prohibition. Hardship waivers will be considered by the Board on a case-by-case basis. A copy of the lease agreement between an Owner and a Tenant shall be filed with the Management Company. All existing Tenants are subject to the Rules and Regulations.

Satellite Dishes and Cable. No television antennae or satellite dishes shall be erected on the exterior of Homes or Common Elements without the prior written consent of the Board of Managers. Cable television is allowed but a variance must be obtained prior to installation. All wires should be concealed and not run across exterior building surfaces.

Signage. No resident of the Community shall post any advertisement or poster of any kind, except as authorized by the Board of Managers. No signage is permitted on the property with the exception of a For Sale sign, using the Board approved sign. A temporary sign indicating an open house may be displayed on weekends for a few hours only.

Snow removal over and above that contracted for by the Association for common areas will be the responsibility of the individual Home Owner. Cars should be parked either in the garage or as close to the garage as possible so the parking lots can be plowed in the early morning. The use of rock salt is expressly prohibited. A noncorrosive, "environmentally safe" product may be used if necessary, to prevent damage to concrete surfaces, driveways and plants.

Speed Limit. The speed limit on Condominium roadways shall be 10 mph.

Trash. Home Owners are asked not to put trash out until the evening before the day of pickup. All items should be placed in covered trashcans or tied plastic bags. All trash containers should be stored in the garage as soon after pickup as possible. No combustible or hazardous materials of any kind should be washed down any drain or storm sewer by residents or anyone working on their property.

INSURANCE Obtained by Owners: ALL Owners should obtain additional personal property insurance (items not covered by any master policy) including liability coverage and possible "betterments and improvements endorsement" if there are significant upgrades in quality of materials above the original building standards. This is frequently called an "HO-6" policy and available with optional endorsement riders. The building structure, and all fixtures permanently installed are covered by the master policy for fire and casualty up to full replacement cost. All policies obtained by owners must contain waivers of subrogation and the liability of carriers. Insurance procured by the Board must not be affected or diminished by reason of any insurance obtained by a townhome owner. Questions should be directed to the Managing Agent and/or your insurance agent.

ARTICLE III. Enforcement Expenses. The Board of Managers acting through the Property Management company as Agent, or acting directly, is empowered to enforce the rules and regulations, and By-Laws, according to its duties as outlined in the By-laws. It is desired that each owner be well informed on the rules and regulations in this booklet and the contents of the "Offering Plan" in the interest of harmonious relationships and the quality of life for all concerned in the Grosvenor East Townhome Condominium. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Grosvenor East community. Owners are responsible for their guests, invitees, tenants, family, etc.

In the event there is a violation of the applicable legal requirements as indicated, the following enforcement and penalties will be imposed on you as owner of your property.

FIRST NOTICE OF VIOLATION: As a courtesy, the owner will be notified by telephone, in person if available, and written memo, and requested to eliminate the violation immediately or depending on the violation within 10 days.

SECOND NOTICE OF VIOLATION: A \$50.00 fine will be levied against the owner's account. In addition, the Board or its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, plus 20% to remedy the situation against the owner's account.

THIRD NOTICE OF VIOLATION: If the owner continues to have a violation, a certified letter will be sent to the owner's last known address, (owners are responsible to keep the Board or its agent informed of their legal address) with notification of a daily fine of \$50.00 until the violation is corrected or eliminated.

ADDITIONAL LEGAL REMEDIES: In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the Association, then its Board or Managing Agent shall commence legal action to enforce the rule and collect fees due the Association. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall be and shall constitute a binding personal obligation of the violator and shall be and shall constitute a lien on the homeowner's home in the same manner that an unpaid common charge constitutes a lien as set forth in the "Grosvenor East", Declaration. The Board or Managing Agent shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the Rules and Regulations as non-payment of Common Charges.

ARTICLE IV. Collection Procedure:

The collection of association maintenance charges will proceed as follows:

Each homeowner is required to make monthly association maintenance fee payments as determined by the annual budget.

- 1. Monthly assessment fees are due no later than 10 days after the due date. A late fee of \$25.00 will be assessed to any payments received after the 10th day. The late statement and delinquent letter will be sent from the Management Company.**

- 2. A second delinquent letter will be sent by the Management Company to any homeowner whose assessments are two months in arrears after the 10th day of the second month. A delinquent fee of \$25.00 will be assessed.**

- 3. Any homeowner whose assessments are three months in arrears after the 10th day of the third month will be assessed a delinquent fee of \$25.00. The account will be turned over to an attorney for collections. The Homeowner will be responsible for all attorney fees, collection costs and late fees assessed to the account.**