HERITAGE MEADOWS HOMEOWNERS ASSOCIATION, INC.

Homeowners Manual Rules and Regulations A Community of Luxury Townhouses

The Heritage Meadows townhouse development is a shared-living community. Such a community has rewards and benefits, but also imposes certain obligations and restrictions. We hope this handbook will facilitate living in Heritage Meadows, as well as encourage you to take an active part in our community.

The rules and regulations included herein are in conformance with the terms and conditions of the "Declaration of Covenants, the Conditions and Restrictions to the Heritage Meadows Deeds," which all owners endorsed when they purchased their units. Most rules and regulations come from this document, which we recommend you reference from time to time.

Each townhouse owner is responsible for implementing these Rules and Regulations. The quality of the Heritage Meadows Homeowners Association will be measured by the degree to which each townhouse owner or resident implements them. Your Board of Directors is responsible for their effective administration and enforcement.

Approved: January 2008 (rev. 2012, 2020), Board of Directors

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Handy Information

To request maintenance, pay monthly fees, or obtain general information, contact the <u>Managing Agent</u>, Woodbridge Group, weekdays between 9:00 a.m. and 5:00 p.m. at (585) 385-3331 or at:

Woodbridge Group 271 Marsh Road, Suite 3 Pittsford, NY 14534

Board of Directors

Your Board of Directors is comprised of volunteers who are your neighbors. Please respect their privacy and the privacy of your other neighbors as well. Direct all service requests and community concerns to the Woodbridge Group. All issues are brought to The Board at monthly meetings.

Emergencies

For emergencies, call 911 first for any life-threatening issues. You may call the Woodbridge Group 24 hours a day if emergency conditions exist, such as storm damage, or flooding, etc., in your townhouse. Follow instructions on the Managing Agent's voice mail at 585-385-3331 to contact the person on call.

When You Are Away from Home

If you leave for an extended period, we suggest you:

- Notify the Managing Agent of a forwarding number where you can be reached. Give the name and phone number of local person (a neighbor or family member) who can be contacted in emergency situations, if necessary. This person should have a key and check your property for any damage while you are away.
- Turn off your water at the main shutoff faucet by the water meter. Also set the hot water tank to vacation setting or its pilot setting.
- Hold delivery of your mail and newspaper while you are away.

Association Responsibilities

The association is responsible for all exterior maintenance, such as:

- Roofs, vents, facades, gutters, painting of front doors and garage doors, etc.
- All driveway repairs

- Snow plowing of driveways and guest parking areas
- Maintaining all lawns, pruning shrubs, caring for foundation planting beds, and spraying and fertilizing all planted areas
- Providing the master homeowner's insurance, fire coverage on the building structure (no personal contents or upgrades), and liability coverage
- Exterior storm and sanitary sewers
- Staining of decks and privacy fences

Homeowner Responsibilities

The homeowner is responsible for maintenance of the following:

- Garage door mechanisms and openers (except paint)
- Chimney cleaning
- Windows and all glass surfaces, including skylight (replacement, installing, caulking, cleaning, and breakage)
- Screens, storm windows, and all doors, except external white paint on front door only

- Maintaining central air-conditioning and all interior mechanical equipment, including heating, electrical, and plumbing systems
- Homeowners insurance on contents, upgrades, and betterments and improvements
- Sidewalk snow removal up to the front door
- A late fee payment of 10% of the assessment on any overdue monthly or special Association charges, as stipulated in "Enforcement of Rules and Regulations, found at the end of this document

Townhouses - Legal Structure

In New York State, the establishment of a townhouse association is governed by the Condominium Act, Article 9-B, of the Real Property Law. Section 339-v, in particular, spells out what the Association By-Laws shall provide, including the election of a Board of Directors and the powers and duties of The Board. Section 339-j requires that each townhouse owner comply with the By-Laws, rules, regulations, resolutions, and decisions of the Association adopted by the Board.

The By-Laws of Heritage Meadows Homeowners' Association are contained on Pages 97-112 of the "offering plan" booklet which you should have received as a

prospective buyer of a townhouse and/or received at closing, as a closing document. The "Offering Plan" booklet, sometimes called a prospectus, is an important document and should be in your possession as a reference guide.

The "DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS," pages 51-90 of the Offering Plan, includes the original rules, many of which are also contained in this booklet. Townhouse owners are urged to become familiar with the "Offering Plan," giving particular attention to pages 81-85, and the By-Laws on pages 97-112.

Special attention is also requested of townhouse owners to become informed about the following Rules and Regulations. Each homeowner is responsible for their implementation. Your Board of Directors is responsible for their enforcement.

The Common Elements - A Perspective

Simply stated, the common elements include the exterior of the townhouse walls, foundations, roofs, grounds, and trees, virtually everything on the outside of the units. Each townhouse owner has a shared interest (shared cost) in the common elements of all Heritage Meadows properties, along with 49 other property owners. Each owner, rightfully, should have an interest in the quality of care and upkeep given to the exterior elements and in doing his/her share in implementing the rules and regulations accordingly.

Our Heritage Meadows Homeowners' Association provides community living, as is true with other townhouse associations, subject to rules and regulations established to foster uniformity. The rules and regulations also have appropriate flexibility with respect to the common elements and have procedures established for individual variance requests. A high priority in our community, for both the townhouse owner and the Association, is the maintenance of attractive common elements. An emphasis on maintaining property values (and thus marketability) should be a continuous goal of all owners.

It is your neighbors, serving as a Board of Directors (volunteers representing you), who are responsible for ensuring that positive actions are taken with respect to maintaining and improving the common elements and managing the other necessary duties as indicated in the By-Laws. The cooperation of each homeowner is essential for the Heritage Meadows community to maintain this positive emphasis on quality and to remain a top achiever in the real estate market.

Introduction

When you purchased your townhouse, you were given a copy of the Offering Plan (Prospectus), which outlines rules and regulations for living at Heritage Meadows. You were also requested to sign a document stating that you had read the Offering Plan and agreed to abide by its rules and regulations. Therefore, your commitment to abide by these rules and regulations was established when you purchased your townhouse. This commitment also extends to your family, guests, and tenants. Future purchasers of property in Heritage Meadows are equally responsible for compliance with both the Offering Plan and the following Rules and Regulations document. These rules and regulations govern the Heritage Meadows Homeowners Association and are being published to consolidate the rules into a single document. In addition to this publication, homeowners must also adhere to all other Covenants and Restrictions outlined in the Offering Plan.

The corporation entity, Heritage Meadows Homeowners Association Inc., of which you are a member, shall be referred to hereinafter as the Association and the Board of Directors of the Association entity shall be hereinafter referred to as the Board.

General Rules

VARIANCE REQUESTS

Any proposed change to the outside appearance of a Heritage Meadows residence or property, as well as any complaint or problem pursuant to these Rules and Regulations, must be submitted in writing to the Managing Agent on a completed Variance Form. The Board will make a final decision. This form is available in the Managing Agent's office. A copy is included at the end of this document.

PETS

Town ordinances, including a leash law, regarding all animals shall also govern Heritage Meadows Owners and property, as well as the following:

- A maximum of 2 pets (two (2) dogs, or two (2) cats, or one (1) cat and one (1) dog,) fish kept in an aquarium, or birds kept in a cage are permitted. No other animals, birds, reptiles, or insects shall be kept or maintained on Heritage Meadows property.
- The Board may, from time to time, impose reasonable rules and regulations setting forth the type and number of animals, birds, etc., and prohibiting certain types of animals, fishes, birds, etc. entirely.

- At no time are predatory or illegal animals permitted on the Association property.
- The Board shall have the right at its sole discretion to require any member of the Association, any tenant of any member, or any family member or guest of any member or tenant to remove any animal, bird, fish, etc. from Heritage Meadows property.
- No dog or cat shall be kept or left unattended on the grounds, in the garages, or on the patios or decks at any time, whether they are chained, caged, or tethered.
- Owners, family members, tenants, and/or guests are responsible for the immediate clean - up & removal of pet waste.
- If an animal is found in violation of these Rules and Regulations, the Association, its Managing Agent, or their employees may contact any local municipal authority with power to impound animals without any liability on the part of the Association, its directors, agents or employees.

PARKING

It is important that all homeowners use rules of common courtesy when parking vehicles, including the following:

- A Homeowner's parking will be limited to his/her private driveway and garage.
- Visitor parking areas are available for visitors and should not be used by homeowners or anyone living in the townhouse.
- Under certain conditions, only homeowners may use the visitors' parking areas for a period not to exceed five (5) days. Inform the management company if such a situation arises.
- Short-term guests should be asked to use the homeowner's driveway or the visitors' parking area.
- If short-term parking on the side of the street becomes necessary, it should be confined to one side only. Please do not block driveways or mailboxes. The homeowner is responsible for enforcing this safety requirement.

COMMERCIAL VEHICLES

- Any commercial vehicle must be parked in a garage except for delivery vehicles or those providing temporary services to the homeowner.
- Pick-up trucks without commercial lettering or oversized vehicles or equipment that cannot access the standard

garage require a completed and approved Variance Request Form.

BOATS, TRAILERS, AND RECREATIONAL VEHICLES

- Any boat, trailer or recreational vehicle must be parked in a garage.
- The Managing Agent may grant short-term parking privileges, not to exceed 72 hours. The Board president, or designee, must approve any further extension.
- Under no circumstances will the special parking privileges extend beyond seven (7) days.

UNREGISTERED, UNLICENSED, & NONOPERATIONAL MOTOR VEHICLES

- Any unregistered, unlicensed, motor vehicle, which includes vehicles such as mini-bikes, trailbikes, go-carts, snowmobiles, mopeds, etc., are prohibited from remaining on Heritage Meadows property overnight for more than 72 hours within a month. Beyond that, they must be parked in a garage.
- Nonoperational motor vehicles are not allowed on Association property
- Unlicensed, nonoperational motor vehicles violating these Rules and Regulations will be towed at the owner's expense.

SIGNS

The following govern the use and placement of signs on Heritage Meadows property:

- One Realtor's sign is allowed on the front lawn only.
- An Open House sign may be displayed only on the day of the open house.
- Realtor signs shall not exceed 24" x 36".
- Signs indicating that a house is protected by a security system must be limited to one sign at the front of the unit, one near the main entrance, and small signs posted on the inside windows of individual homes.
- No other signs are permitted without the Board's written approval on a Variance Form.

EXTERIOR MODIFICATIONS

- Exterior modifications of any type require the Board's approval on a completed Variance Form. No exterior modifications or alterations can be made without the homeowner's having first received the written approval of the Board on a Variance Request Form.
- All requests for modifications, however small, to decks, patios, plantings, windows, skylights, doors, housing or other external elements, must be submitted in writing to the Managing Agent on a Variance Request Form and

must include, whenever possible, written plans, specifications or colors, and any manufacturer's leaflets or pictures.

- If an exterior modification is to be moved or placed outside the unit, written approval of the 3 impacted neighbors must be included with the variance.
- Any modification made without prior written approval of the Architectural Standards Committee and the Board will be subject to removal by The Association at the homeowner's expense.

DECORATIONS

The following rules apply. Any alteration in these rules require the completion of a Variance Request Form, submitted by the Homeowner, and approved by the Board.

- The installation of decorations in foundation plantings or on the lawn is strictly prohibited. This includes but is not limited to windmills, plastic objects, wooden objects, bird feeders, stone objects, statues etc. An exception will be made for consistent footpath lighting that does not create a nuisance.
- The hanging of decorations such as flags (with the exceptions as stipulated), bird feeders, wind chimes, flowerpots, etc., on the exterior of housing, decking, or privacy fencing is prohibited.

- Planters are allowed and may be placed on the decks or driveways in accordance with the current planting guidelines (see below). Variances may be requested.
- The hanging or displaying of seasonal decorations (lights, lawn decorations, etc.) on the exterior of townhouses or on the lawn is strictly prohibited, with the following exceptions:
 - The Association allows one (1) wreath or seasonal decoration hung on the front door. Wreath cannot be hung using nails, screws, or other devices requiring penetration of any wood, siding, or door.
 - Ouring the period of December 1st through January 30th, white and colored lights may be hung on individual trees located in the homeowner's front yard, as well as on the deck and doorways of each townhouse. Decorations cannot be hung using nails, screws, or other devices requiring penetration of any wood, siding, or door.
 - Approved decorations cannot be installed using nails, screws, or other devices requiring penetration of any wood, siding, or door.
 - The Board will consider, at its sole discretion, all other decorations upon written request, using a Variance Request Form.

THE AMERICAN FLAG (not larger than 30" x 48")

- Flags should only be mounted on a vertical trim board.
- The United States flag should always be mounted and flown according to proper flag protocol. It may be displayed between the hours of sunrise and sunset and must not be displayed if it is tattered or faded.

PLANTING OF FOUNDATION SHRUBBERY OR FLOWERS

Any alteration to the following guidelines requires the submission of a Variance Request Form and the approval of the Board.

- The existing foundation plantings shall not be altered, added to, or removed.
- Homeowners must provide a variance request for any perennial plantings. Requests will be reviewed and approved in accordance with the Association Landscape Plan. Homeowners are responsible for the care, treatment, and possible removal of such plantings, if necessary, as long as they own the unit/property. At the time of sale of the unit, if the new owner does not want, nor will be responsible for the Homeowner introduced plantings, they will be removed at the seller's expense.
- The use of potted plants shall conform to guidelines stipulated by the Landscape Committee and approved by the Board. Potted plants may be placed only on the decks or driveways.

- Homeowners may plant annual flowers according to the following rules:
 - Individuals who choose to plant annual flowers are responsible for maintaining and weeding around them.
 - Homeowners are planting at their own risk. The landscaper hired by Heritage Meadows is not responsible for any damage done to the homeowner's flowers.
 - Holes may be made in the plastic landscape fabric.
 Additional topsoil may be added to maintain the integrity of the fabric.
 - Annual flowers are not to be planted around the trees.
 - Homeowners may not plant any flower or plant that "creeps."
 - o Annual flowers may be no higher than 20 inches tall.
 - Variance approved perennials should be cut back as soon as their season has passed. Homeowners should remove all annuals and remaining perennials by the first front.

DWELLING IN OTHER THAN RESIDENTIAL UNITS

No temporary building trailer, basement, tent, shack, barn, outbuilding, shed, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any lot or other portion of the property except with the written consent of the Board.

TRASH REMOVAL

- Trash removal occurs on a specific day each week. It is recommended that containers be placed at the curb no earlier than the evening before pick-up. All containers must be back in the garage on the same day after the trash has been picked up.
- The secure containment of refuse is required to prevent nocturnal animals and adverse weather conditions from causing a refuse mess.
- If you plan to put large items out for removal by the refuse carrier, please contact the Management Agent in advance to arrange for a specially scheduled pick-up time. Also, there may be a charge for certain items such as refrigerators, due to the expense of recycling certain gases. Any such expenses are the Owner's responsibility.
- Any problems, complaints, or concerns regarding trash removal service should be directed to the Managing Agent.

COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY

No wholesale or retail business, service occupation or home business (including garage sales) shall be conducted in or on any lot or other portion of the property without the consent of the Board.

NOISE

Stereos, radios, televisions, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., can disturb the peaceful enjoyment of their properties 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.

DECKS

The Association shall maintain all decks originally installed that have not been altered in any way (enlarged, hot tub added, etc.). Maintenance includes staining and wood repairs.

STORM DOORS

- All new or replacement storm door installations must be full-view and white. Prior to installation, a completed Variance Request Form, accompanied by any pictures or brochures, must first be submitted to the Architectural Standards Committee for its review and final, written approval by the Board.
- Half-view or cross-buck doors are not allowed. Any storm door installed that has not received prior approval of the Architectural Standards Committee will be removed at the owner's expense.

GARAGE DOORS AND GARAGES

- Garage doors should not be left open for more than two

 (2) hours during any 24-hour period when the garage is
 unoccupied. Unattended, open garages attract
 unwanted animals, rodents, and people.
- Garages cannot be used as a dwelling of any type, seasonal or otherwise, or for commercial purposes.
- The Management Company must be notified, in writing and written approval received on a Variance Request Form, if a home improvement project requires the garage door to be open for an extended period.
- An approved Variance Request Form is required if there are extenuating circumstances requiring approval for reasons not covered in the above rules.

OUTSIDE ANTENNAS

No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting or reception device shall be erected on any lot or other portion of the Heritage Meadows property without the approval of the Board. A written and completed Variance Request Form is required before installation. This should be submitted to the Architectural Standards Committee for its review and approval. All approvals must satisfy the requirements of the Federal Communications Commission, and /or other agencies with jurisdictional authority. At time of sale of unit, the antenna, dish, transmitter, receiver, etc. should be

removed by the seller or the buyer submits a variance request to retain the device.

SNOWMOBILES

No snowmobiles or similar motor vehicle shall be operated on any portion of the Heritage Meadows property without the approval of the Board. They are also subject to the Town of Henrietta Zoning Code, applicable Parks and Recreation Laws, and Motor Vehicle regulations of the State of New York or other governing authority.

OUTSIDE REPAIR WORK

No work on any motor vehicle, boats, or machines of any kind, other than minor service and maintenance, shall be permitted on Heritage Meadows Property without the written approval of the Board.

OUTSIDE DRYING

No outside drying or airing of clothing/ bedding shall be permitted on Heritage Meadows property.

GAS GRILLS, FIRE PITS, OPEN FLAMES

- All Monroe County and Town of Henrietta regulations must be observed.
- Gas Grills: Gas grills must be operated at least 5 feet away from the fences, vinyl siding and any building surfaces as heat, grease fires, and flare ups can damage

the siding and more significantly start the building on fire. Grilling is not allowed in the garage, or on the front porch. If grilling in the driveway, the grill must be stored out-of-sight as soon as grill cabinet has cooled. Storage should be in a garage. Owners are responsible for any damage and repairs caused by their negligence. Propane tanks and gas grills should never be stored in a basement area.

- Fire Pits: Must be 15 feet from any combustible structure or surface and in an approved appliance. All other attendance and extinguisher regulations must be followed.
- No open flames / open flame torches are permitted.

NOXIOUS OR OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried out on any portion of the Heritage Meadows property, nor shall anything be done that may be or become a nuisance or annoyance to the area or to the residents or Owners. The following are specifically prohibited:

 The emission of smoke, soot, flying ash, dust, fumes, herbicides, insecticides, and other types of air pollution, radioactive emissions, or electromagnetic radiation disturbances. Activities that are detrimental to or endanger the public health, safety, comfort or welfare, or are injurious to property, vegetation, or animals, as well as those which adversely affect property values or otherwise produce a nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code.

FENCES

Unless the Homeowner is given prior consent by way of an approved, written variance by the Board, no fence shall be erected anywhere on the Heritage Meadows property.

EXPOSURE OF PARTY/FIRE WALL

A townhouse Owner, who, by negligent or willful act, causes the party/fire wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by such elements.

INSURANCE OBTAINED BY TOWNHOME OWNERS

All policies obtained by townhouse 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 townhouse Owner. Questions should be directed to the Managing Agent and/or your insurance agent.

WINDOW AIR-CONDITIONERS OR OTHER EXTERIOR PROTRUSIONS

The installation of window air-conditioning units or other exterior protrusions is strictly prohibited.

LEASE OF TOWNHOUSE

The following rules apply:

- A Homeowner may only lease his/her townhouse to a tenant pursuant to a written lease on a single occasion during any consecutive twelve (12) month period beginning on the date of commencement of the lease term for that tenant's sole use and occupancy during such twelve (12) month period.
- No lease term may be for less than three (3) months.
- The lease of the townhouse to any person, corporation, limited liability company, partnership or other business entity or its representatives, agents, successors or assigns to provide temporary housing for transient employees, students or other tenants in possession and resident in the townhouse must comply with these policies.
- Leasing or subleasing is not permitted without prior approval by the Board. The Homeowner shall provide the Board and Property Manager with a copy of the lease at least five (5) days in advance of the commencement of the lease period, as well as the full name and address, telephone number, and a copy of the driver's license and/or picture ID of each and every tenant.

- The homeowner shall also provide the Board and Property Manager with a current address and emergency telephone number where the Homeowner can be reached.
- All leases must be in writing and must comply with the provisions of the Declaration regarding single-family occupancy.
- All tenants or occupants under a lease must comply with all provisions of the Declaration, By-Laws and Association policies as adopted by the Board and amended from time to time.
- The Homeowner of the leased home shall be held responsible for any and all infractions of such policies by a tenant or other occupant.
- Any lease entered into for rental of a townhouse must contain a clause pursuant to which the tenant acknowledges that he/she has received a copy of the currently published Rules and Regulations of the Association.
- Any lease of a townhouse shall also specifically provide that the violation of any provision of the Declaration, the By- Laws or the Rules and Regulations shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.

- In the event a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations of the Association, The Board or its agent(s) will notify the homeowner of such violation and the Homeowner will be responsible for immediately remedying any continuing violation.
- If the violation is not remedied within ten (10) days or if the Board determines that the violation is of such nature as to justify termination of the lease, then the Board shall notify the Homeowner to immediately institute and diligently pursue, at the Homeowner's expense, an action in an appropriate court to remove the tenant from the townhouse based upon a breach of the lease and/or for violation of the Declaration, the By-Laws and the Rules and Regulations of The Association.
- Notwithstanding any provision of any lease to the contrary, the Homeowner shall remain fully liable for payment of any assessment, insurance deductible or any other fines, charges or fees which are the responsibility of the homeowner under the Declaration, the By-Laws and the Rules and Regulations of the Association.
- The number of units available for rent shall not exceed 4 units of the complex.

ENFORCEMENT OF RULES AND REGULATIONS

The Board of Directors, acting through the Property Management Company as agent, or acting directly, is empowered to enforce its 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 concerning the rules and regulations in this booklet and the contents of the "Offering Plan." This is in the interest of maintaining harmonious relationships and the quality of life for all Owners in the Heritage Meadows Homeowners Association. You agreed to abide by the rules, regulations, covenants, and restrictions of the Association when you signed your deed and accepted title to your property in the Heritage Meadows community. Owners are responsible for their guests, invitees, tenants, and family. Anyone residing in the townhouse must also obey the same rules, regulations, covenants, and restrictions.

In the event there is a violation of the applicable legal requirements as indicated in the above document, 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 or in person, if available, and written memo), and requested to eliminate the violation immediately or, depending on the violation, within ten (10) days.

second notice of violation: The Owner will be contacted by letter, if the first violation has not been remedied, if there has been a reoccurrence, or if a Variance Request Form has not been approved for an action taken by the Owner. This second notice will require immediate action to eliminate the violation, with a notice that a fine of \$50.00 will be assessed against the owner's account if the violation in not eliminated within five (5) days.

THIRD NOTICE OF VIOLATION: The Owner will be

contacted by letter if the violation has not been remedied or if there has been a reoccurrence. A \$100.00 fine will be levied against the Owner's account. In addition, the Board or its Agent can act immediately to correct the deficiency or violation and assess additional charges for the cost of labor, materials, and supervisory fees, plus a 20% surcharge against the Owner's account.

FOURTH 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 \$100.00 until the violation is corrected or eliminated.

ADDITIONAL LEGAL REMEDIES

In the event that any fees or fines levied under this published and approved schedule of Rules and Regulations is not paid to the Association by the date on the invoice or within one month of the date on the certified letter, then its Board or Managing Agent shall commence legal action to enforce the rule and collect any fees or fines 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 Heritage Meadows 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.

Heritage Meadows Homeowners Assoc., Inc.

VARIANCE REQUEST

Return or Fax to:	Requested By:		
Woodbridge Group	Name:		
271 Marsh Rd. Suite 3	Address:		
Pittsford, NY 14534	Phone:		
FAX: 385- 3331	Date:		
To: The Board of Directors:			
	d a sketch/photo of prop		ouse or to the common area of the trials to be used, etc. (Please be specific.
Reason for request:			
Length of Guarantee (if applicate future maintenance			
Name of contractor (comp			- -
			_
Contractor's certificate of in			
Homeowner signature:	e responsible to restore to	o its original condition all do	amage caused by the proposed change
For Board of Directors Use			
Approved*Ap	pproved with Conditions (s	see attached)	
Data: Signatura:			

Latest completion date after which any approval is automatically revoked, and a new variance request is necessary:
Comments on final inspection by Board of Directors and/or Property Manager:
This architectural change will will not become the responsibility of the unit owner as it concerns maintenance and/or replacement. (Rev. 2019)
If an object is proposed to be placed/or moved outside the unit, the location is to be indicated on the map of the HMHOA properties. The proposing homeowner is responsible for discussing and obtaining agreement to the addition and its location from the 3 surrounding and most immediately impacted neighbors. Agreement is to be in writing on the attached form and submitted with the variance request as shown to the neighbors.
Agreement to an exterior addition/movement of an object within HMHOA
This Variance request has been shown and discussed with the following neighbors and they have agreed to proceed by their signature and date below:
Homeowner:
Name (Print):
Address:
I hereby agree with the listed variance request:
Date:
Homeowner:
Name (Print):
Address:
I hereby agree with the listed variance request:
Date:
Homeowner:
Name (Print):
Address:
I hereby agree with the listed variance request: