

**PARK PLACE AT HILTON
CONDOMINIUM**

**RULES
AND
REGULATIONS**

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PARK PLACE AT HILTON CONDOMINIUM

RULES AND REGULATIONS

INTRODUCTION

Park Place at Hilton Condominium is a corporation registered with New York State. The Condominium consists of two parts. The first part is a collection of private dwellings called units. A unit is defined as all that space located within the unit side of the perimeter drywall. The Condominium has strict rules concerning any proposed alteration to the unit space. The basements (where applicable), garages and driveways are not part of the unit. They are referred to as Limited Common Elements and are for the exclusive use of the residents of the unit to which they are attached. The second part of the Condominium consists of all building structures and grounds located on the property and are referred to as the Common Elements. Ownership of the Limited Common Elements and the Common Elements is shared equally by all unit owners, as is the cost for their operation, maintenance and ongoing replacement.

The Condominium Corporation is governed by the Declaration, the By-Laws and the Rules and Regulations. These governing documents are collectively referred to as Covenants, Conditions and Restrictions. As per Article II, Section 2 of the Condominium's By-Laws, the affairs of the corporation are governed by and administered by the Board of Managers, which consists of five unit owners who are elected by the other unit owners. The Board of Managers contracts out the day-to-day operations of the Condominium to The Woodbridge Group, a management company under the direction of the Board. The Woodbridge Group has assigned Lisa Beardsley as the Managing Agent for the Condominium.

In addition to assigning the Board of Managers the responsibility for operation, care, upkeep and maintenance of the Limited Common Elements and the Common Elements, the By-Laws assign the Board of Managers the authority and the responsibility to adopt and amend Rules and Regulations covering the operation and use of the units, the Limited Common Elements and the Common Elements. When you purchased your Condominium unit, you should have received copies of the governing documents.

Article XV of the Declaration (UNITS SUBJECT TO DECLARATION, BY-LAWS, AND RULES AND REGULATIONS) obligates all owners, tenants and occupants of units to be subject to and comply with the provisions of the governing documents. Your obligation to abide by the Rules and Regulations was established when you purchased and/or occupied your Park Place at Hilton Condominium unit. This obligation extends to your family, guests and tenants. Subsequent purchasers of Park Place at Hilton Condominium units are equally obligated to comply with these Rules and Regulations when they sign the deed.

The following Rules and Regulations adopted by the Board of Managers will become effective on September 01, 2016. In addition to these Rules and Regulations, adherence to all Covenants, Conditions and Restrictions as outlined in the aforementioned governing documents is required.

The Park Place at Hilton Condominium corporation, of which unit owners are members, shall be referred to hereinafter as the "Condominium" and the Board of Managers of the Condominium shall hereinafter be referred to as the "Board."

RULES AND REGULATIONS

- 1. OUTSIDE APPEARANCE:** Any proposed permanent change to the appearance of the outside of a building or any problem with exterior maintenance must be submitted in writing to the Managing Agent for action. Change requests must be submitted on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached.
- 2. SIGNS:** No signs are permitted to be displayed in any manner on any unit or Condominium property at any time. One (1) "For Sale" sign may be displayed in a window of any unit being offered for sale. One (1) "Open House" sign may be displayed on the day of the open house beginning no sooner than one (1) hour prior to the start of the open house. The sign must be removed immediately after the close of the open house.

Signs indicating that a unit is protected by a security system must be limited to one (1) sign at the front of the unit. Small stickers may be posted on the inside of individual unit windows. No other signs are permitted without the Board's written approval.

- 3. DECORATIONS:** Requests for the installation of lawn decorations including but not limited to birdfeeders, statues, windmills and foundation planting bed decorations on Condominium property that may interfere with lawn mowing, foundation plantings maintenance and/or snow removal must be submitted to the Managing Agent on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached.

Holiday decorations may be displayed for a period beginning no sooner than two weeks prior to the holiday and ending no later than two weeks after the holiday. Decorations cannot be installed on buildings using nails, screws or other devices requiring penetration of wood, siding, gutters, downspouts or shingles.

- 4. FLAGS:** An American flag not to exceed 30" by 48" in size may be displayed between the hours of sunrise and sunset. The flag must be taken down at dusk each day it is displayed if it is not lighted. No flag may be displayed if it is tattered or faded. Flag holders must be mounted on the vertical wooden strip board located at the side of the overhead garage door. The American flag should be mounted and flown according to proper flag protocol at all times.

No other flags are allowed to be displayed on Condominium property.

- 5. OUTSIDE DRYING:** No outside drying or airing of clothing/bedding/carpeting shall be permitted on Condominium property.
- 6. GARAGE/ESTATE SALES:** Requests to conduct garage and/or moving sales (including the annual Hilton/Parma Community Garage Sale) must be submitted to the Managing Agent on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached. **Because all sales must be approved by the Board at least two (2) weeks in advance of the sale, the Variance Request Form should be submitted well in advance of the proposed sale date.** Sales will only be approved for a period of two (2) consecutive days. Sales can start no earlier than 9:00 a.m. and end no later than 5:00 p.m. Signs may only be posted the day before and the day(s) of the sale. The signs must be removed immediately after the sale is over. The lawn areas around the unit where the sale is being conducted must be cordoned off to restrict

patrons from parking on the lawn areas. Patrons must not be allowed to park in the driveway of any other unit or on the Condominium roadways. Signs directing patrons to the open parking areas on the property must be posted so as to be clearly visible to patrons. The unit owner/tenant holding the garage sale will be responsible for any damage to Condominium property or landscaping.

- 7. FENCES/WALLS/SCREEN PLANTINGS:** Requests to erect fences, walls or screen plantings on Condominium property must be submitted to the Managing Agent on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached. Any fence, wall or screen plantings initially developed on any portion of Condominium property shall not be removed or replaced with other than similar types of fence, wall or screen plantings unless explicitly approved by the Board. Notwithstanding the foregoing, no fence, wall or screen planting shall be erected or maintained so as to obstruct sight lines for vehicular traffic.

- 8. VEGETATION PLANTINGS AND DISPLAYS:** No in-ground planting of flowers, seeds, bulbs, vegetable plants, shrubbery or any type of vegetation is permitted on Condominium property by unit owners or occupants without a variance approved by the Board. A copy of the Variance Request Form is attached. Owners/residents of each unit may place containers of flowers adjacent to their units from April 1 through October 31. Containers shall be a maximum of twelve (12) inches wide and the combined height of the container and the flowers shall not exceed twenty-four (24) inches. Prior to placing any containers, owners/residents must check with the other people in their building to establish a pattern for placement of containers. Containers must be placed in such a manner as not to interfere with the safe passage of pedestrians or with work performed by contractors. Containers must not be placed on the grass.

Other than the containers of flowers, nothing is to be attached to, hung from, planted in, embedded in, or displayed on any of the Common Elements. Costs to repair any damage to the Common Elements or to return the Common Elements to their original state as a result of violation of this rule will be assessed to the unit owner as an addition to the monthly common charges due for the unit.

- 9. GARAGES:** Garages cannot be used for dwelling purposes of any type, seasonal or otherwise. Garages cannot be used for commercial purposes. Overhead garage doors cannot be left open for more than two (2) hours during any 24-hour period when the garage is unoccupied as unattended open garages can attract unwanted animals, rodents and people.

- 10. STORM DOORS:** The unit owner is responsible for the purchase, maintenance and repair of storm doors. Requests for the installation of storm doors must be submitted to the Managing Agent on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached. All new or replacement storm door installations must use white storm doors with full-view glass. Screens on storm doors are optional.

- 11. OUTSIDE ANTENNAE/CABLE/PHONE SERVICE/ABOVE-SURFACE UTILITIES:** Requests for the installation of outside radio, telegraphic, television or other electronic antenna dish or other transmitting or receiving device must be submitted to the Managing Agent on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached. All approved installations must comply with the requirements of the Federal Communications Commission and/or all other agencies with jurisdictional authority.

Phone, television and satellite dish cables and wires must be concealed along the drip edge of siding, secured to the building and follow corner boards vertically up/down the building face. No cables or wires shall be strung vertically across the face of a building surface causing unsightly installations. The landscape contractor will not be held responsible for cutting any unsecured cables or wires.

Satellite Dish Guidelines: No more than one (1) dish per unit. The variance for this type of antenna will require exact location and method of attachment. Provide sketches if necessary. Contractors need to verify reception at this location before submission of variance. The contractor's name, address, phone number and certificates of insurance for General Liability (1,000,000), (Workers Compensation – statutory limits) naming Park Place at Hilton Condominium and Woodbridge Group (property manager) as additional insureds must be provided to the Managing Agent prior to any work being performed. Contractor will also need to sign a hold harmless form.

- a. All variance requests will be responded to within 30 days.
- b. The cable shall, wherever possible, be concealed within the building.
- c. The dish color shall be as unobtrusive as possible and as close in color to the building color as possible.
- d. Installer shall properly ground any external portion of antenna.
- e. Unit owner shall be responsible for any damage to the structure or common areas.
- f. Lightning strikes or wind damage to the antenna shall be the unit owner's responsibility.
- g. Any and all repairs to the antenna, mounting or building, including roof leaks, are the unit owner's responsibility.
- h. Unit owner shall be responsible to have any new unit purchaser accept the responsibility of the dish antenna per the approved variance or the antenna shall be removed and the building restored to original condition at owner's expense. Board inspection of the site where antenna was removed must be done prior to transfer of title.

Approved Antenna Locations:

- a. For units with patios, the patio area is desired and the height of the dish should not exceed the height of the privacy fencing.
- b. For rooftop installation, the rear roof location is preferred. If frontal view is necessary to face the southwest, the antenna should be rear-mounted with just the dish facing out over the rooftop for maximum concealment. Roof mounting requires proper sealant between the dish and shingles. Unit owners are responsible for any roof leaks and interior damage from perforations caused by antenna mounting or cable connectors. Cable on roof needs to be secure and follow the drip edge or inside flashing areas for best concealment, even if more cable is required.

Prohibited Locations for Antennae:

- a. No antenna shall be mounted on the siding, soffit, or trim.
- b. No antenna will be permitted in any common areas or common lawns.

12. WINDOW AIR CONDITIONERS AND FANS: Requests for the installation of window air conditioners and fans must be submitted to the Managing Agent on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached. Window

air conditioners and fans must be relatively quiet. Installation cannot be permanent and must not detract from the appearance of the building. Installation is only allowed for the period of April 1 through October 31 of each year. Repair of any damage to Condominium property as a result of the installation will be arranged by the Board and the cost of the repair assessed to the unit owner.

13. PATIOS: Requests for the installation of patios must be submitted to the Managing Agent on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached. Patios may only be installed on certain ground-level units with rear-door access. Refer to the First Amendment to the By-Laws, Article VI, section 21 for the terms and conditions. Patios must be neat and well-maintained at all times.

14. TRASH REMOVAL: Rubbish and Recycle Pick-up is currently Wednesday of each week, except when the following holidays fall on a Monday, Tuesday, or Wednesday: New Year's Day, Memorial Day, Fourth of July, Labor Day and Christmas. Then, pick-up day will be Thursday that week.

If using a hard rubbish container with a lid, the container may be put out the night before pick-up. If using plastic bags, they may be put out after 7:00 a.m. the day of pick-up due to the possibility of scavenger animals in the area. Recycle boxes may be put out the night before pick-up unless rain or high winds are expected, then they may be put out after 7:00 a.m. the day of pick-up. All rubbish and recycle containers must be taken back inside by the end of the pick-up day.

The contractor for both rubbish and recyclables is **Suburban Disposal**. You may reach them at **(585) 352-3900**. For hazardous or possibly hazardous waste, such as electronic devices, etc., contact Suburban for a determination of whether they will pick it up or for a recommendation if they won't. Our contract permits pick-up of large items such as carpets, furniture and appliances; but, for such items, you should call Suburban a day or more before pick-up day so they can make appropriate arrangements and give you any special instructions. If you are discarding any appliance with Freon or a similar refrigerant, there is a \$25.00 charge which will be added to the unit owner's monthly common charges. Other than for Freon-containing items, the Condominium contract with Suburban requires no extra charges to either the Condominium or the unit owner.

15. PETS: All Town of Parma and Monroe County dog control ordinances are in effect on Condominium property. Each unit is allowed only one (1) dog weighing less than 30 pounds, or two (2) cats, fish kept in an aquarium or birds kept in a cage. The Board has the authority at its sole discretion to require any person to permanently remove any animal, reptile, bird or insect from Condominium property. Pet owners are required to complete and submit a Pet Registration Form to the Managing Agent within 30 days of initial occupancy of the pet. A copy of the form is attached.

All pets must be licensed and vaccinated as required by law and must wear the appropriate license and vaccination tags when outside of the unit.

Dogs or cats shall not run unattended outside. Pets must be on a leash not to exceed eight feet in length and under a responsible person's physical control at all times when outside of the unit. The Board shall have the right at its sole discretion to require any member of the Condominium, any tenant or any family member or guest of any member or tenant to remove any animal, bird, or insect from Condominium property.

No dog or cat shall be kept or left unattended on the grounds, in the garages, or patios at any time, whether or not chained, caged or tethered.

Pets may urinate and defecate on any area of the lawn which is more than 40 feet away from any building, but the person in control of the pet must immediately remove the solid waste from the lawn. No pet waste shall be deposited or left anywhere on the grounds. All animal waste must be disposed of by placing it in a plastic bag and discarding the bag in the pet owner's rubbish container. If an animal is found that is in violation of these Rules and Regulations, the Condominium or 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 Condominium, its Board, Managing Agents, or employees.

Unit owners are responsible for the actions of pets harbored in their units. The costs of repairing any damage to the Common Elements caused by a pet and all fines assessed as a result of violations of the Pets rules shall be assessed against the unit owner as an addition to the monthly common charges due for the unit.

The Board may, from time to time, impose reasonable rules and regulations setting forth the type of pets allowed.

- 16. USE OF COMMON ELEMENTS/COMMON AREAS:** No activities may take place on the lawn when lawn maintenance operations are in progress. At other times, the lawn may be used for activities which have no potential to do harm to the lawn, tress, or the buildings.

Children under the age of eight (8) years may not play outside the units, except when continuously accompanied by an adult supervisor.

All activity-related and play-related items including but not limited to tables, chairs, grills, bicycles, toys and balls must be kept inside of the unit or the garage when not being used. All such items may not be left out overnight and must be properly stored by sunset.

- 17. VEHICLE SPEED LIMITS:** Salmon Run, Chestnut Court and Walnut Court are private roadways which are owned by and maintained by the Condominium. The Board has set a speed limit of 15 miles per hour on these roadways. Any unit occupant or guest who uses the roadways and exceeds the 15 miles per hour speed limit will subject the unit owner to a fine levied by the Board.

- 18. PARKING:** All motorists parking on Condominium property are expected to use common courtesy when parking vehicles. Each unit is assigned reserved parking spaces: one covered space in the unit garage and one or two uncovered space(s) in the unit driveway. The paved open parking areas located throughout the Condominium property may be used by guests and for short-term overflow resident parking. None of the parking spaces in the open parking areas may be reserved. If you are expecting guests, contractors, etc., you may wish to move your vehicle out of the unit driveway space to a space in one of the open parking areas so that your guests may park in the unit driveway space.

Parking in the driveway of another unit is prohibited. No resident or guest may park on the roadways. Only contractors associated with general maintenance by the Condominium are permitted to park on the roadways. No parking is allowed on lawn areas. No vehicle may be parked in a manner which blocks any driveway or mailbox access.

Parking violations are subject to fines and/or towing at the vehicle owner's expense.

- 19. UNREGISTERED/UNLICENSED MOTOR VEHICLES:** All motor vehicles operated on Condominium property, including driveways, must be registered, insured, inspected and licensed so as to be legally operated on a public road.

Unregistered/unlicensed motor vehicles are prohibited from operating on Condominium property. Unlicensed motor vehicles violating these Rules and Regulations shall be towed at the owner's expense. Unit owners/tenants may park unregistered/unlicensed motor vehicles in their garage.

- 20. VEHICLES WITH BUSINESS MARKINGS, LABELS OR DECALS AND OVERSIZE VEHICLES:** Vehicles with business markings, labels or decals imprinted on or attached to the body of the vehicle may not park overnight on any Condominium property. Exceptions may be made in case of an emergency. Owners of pickup trucks and commercial equipment without business markings, labels or decals and other oversize vehicles that cannot fit in the garage must submit a completed Variance Request Form to the Managing Agent requesting permission to park the vehicle in the unit driveway. The Variance Request Form will be presented to the Board for their action. A copy of the form is attached.
- 21. BOATS, TRAILERS AND ON-ROAD RECREATIONAL VEHICLES:** Boats, trailers and on-road recreational vehicles must be parked in the covered garage parking space. Parking or storage on any paved areas of the property, including driveways, is prohibited. The Managing Agent may grant short-term parking privileges (not to exceed 48 hours without written approval of the Board) for boats, trailers and on-road recreational vehicles on an individual basis. Under no circumstances will the Board extend these special parking privileges beyond seven (7) days.
- 22. OFF-ROAD RECREATIONAL VEHICLES:** Off-road recreational vehicles including but not limited to minibikes, trailbikes, go-carts, snowmobiles, golf carts and ATVs are prohibited from operating on Condominium property. Unit owners/tenants may park off-road recreational vehicles in their garage. In the case of a declared emergency by the Monroe County Sheriff's Department due to severe weather, snowmobiles and ATVs that are properly registered and insured may operate for emergency purposes only on Condominium property.
- 23. 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.
- 24. INSURANCE OBTAINED BY UNIT OWNERS:** All insurance policies obtained by unit 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 unit owner. Questions should be directed to the Managing Agent and/or your insurance agent.

Unit owners and residents are responsible for obtaining and maintaining the necessary insurance coverage for their personal property and property improvements.

It is the Condominium's policy that the cost of any deductible amount of an insurance loss claim filed against the Condominium be borne by the person or persons filing the claim or be apportioned

among those persons affected by such loss per occurrence. All loss claims made against Condominium-covered property must be made through the Managing Agent.

Unit owners are required to immediately act to minimize any further damage to their property once they become aware of a loss and immediately notify the Managing Agent.

- 25. COMMERCIAL AND PROFESSIONAL ACTIVITY ON CONDOMINIUM PROPERTY:** No wholesale or retail operations, service occupations or home businesses may be conducted in any unit or on any other portion of Condominium property without prior written approval of the Board.
- 26. PROPERTY MAINTAINED BY THE CONDOMINIUM:** The Condominium owns, maintains and repairs Condominium structures, surfaces, property and grounds as specified in the Responsibility Matrix attached **except to the extent that repair or replacement is necessitated by negligence, misuse or actions of others**. In cases of negligence, misuse or actions of others, costs associated with the repair of the affected property shall be borne by the person(s) responsible for necessitating the repair and/or the unit owner.
- 27. PROPERTY MAINTAINED BY THE UNIT OWNER:** The unit owner is responsible for maintenance and repairs as specified in the Responsibility Matrix attached. Installation and/or replacement of windows, sliding glass/patio doors and storm doors requires unit owners to request authorization for such installations and replacements by submitting to the Managing Agent a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached.
- 28. SERVICES PROVIDED BY THE CONDOMINIUM:** The Condominium provides seasonal snow removal from roadways, parking areas and driveways when more than three (3) inches of snow has fallen.

The Condominium provides seasonal weekly lawn mowing and grounds maintenance. Unit residents are responsible for removing all furniture, toys, hoses, etc. from the lawns so that they do not interfere with lawn mowing or maintenance. Damage to the lawns and/or grounds by residents, guests and/or pets will be repaired by the Board and the cost of the repair will be assessed to the unit owner.

Also, refer to the Responsibility Matrix attached.

- 29. OUTSIDE REPAIR OF PERSONAL PROPERTY:** No outside repair work on any motor vehicle, boat, machinery or equipment of any kind is permitted on Condominium property without variance approval by the Board. A copy of the Variance Request Form is attached.
- 30. EXTERIOR ALTERATIONS/MODIFICATIONS:** Alterations and/or modifications to any Condominium property outside of the unit are only permitted with prior written authorization from the Board. All requests for alterations and/or modifications (patios, fences, plantings, windows, doors, etc.) must be submitted to the Managing Agent on a completed Variance Request Form and must include written plans and specifications/colors. The Managing Agent will present the completed Variance Request Form to the Board for their action. A copy of the form is attached. Unauthorized alterations and/or modifications will be subject to removal by the Condominium at the unit owner's expense.

31. INTERIOR ALTERATIONS/MODIFICATIONS: Alterations and/or modifications to the structural interior of any unit are only permitted with prior written authorization from the Board. All requests for alterations and/or modifications must be submitted to the Managing Agent on a completed Variance Request Form which will be presented to the Board for their action. A copy of the form is attached.

All work with respect to the interior of any unit shall be performed between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday so as not to interfere with the quiet use and enjoyment of their units by residents of other units.

All relevant building codes must be followed, including obtaining any necessary permits at unit owner's expense. No bedrooms or sleeping quarters, either temporary or permanent, are permitted in any basement area. All contractors on Condominium property must provide the unit owner, the Condominium and the Management Company with a certificate of insurance naming each as additional insureds on Liability and Worker's Compensation Insurance held by such contractor. No work will be permitted without proof of the necessary insurance coverage. No insurance means no permission to work.

32. INSURED CONTRACTORS: This is necessary to repeat. All contractors performing work on Condominium property must be properly insured! Contractors must provide the Condominium and the Management Company with a certificate of insurance naming Park Place at Hilton Condominium and The Woodbridge Group as additional insureds on Liability and Worker's Compensation Insurance held by such contractor. No insurance means no permission to work.

33. EXPOSURE OF PARTY WALL: The party wall is any connection point between two adjacent condominium units. A unit owner who by negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and of any repairs necessitated by such exposure.

34. RENTAL OR LEASING OF UNITS: All leasing needs to be pre-approved by the Condominium. A unit owner may only lease or rent his unit to a tenant pursuant to a written lease on a single occasion during any consecutive twelve-month period for that tenant's sole use and occupancy during such twelve-month period. To facilitate and protect the health, welfare and safety of all Unit Owners, the lease of a unit 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 or other tenants in possession and resident in the community must comply with the requirements.

Unit Owners who do not occupy their unit as their primary residence may rent or lease their units. Such unit owners are required to complete and submit a Non-resident Owner/Non-owner Resident Registration and Certification Form to the Managing Agent prior to occupancy of the unit by non-owner residents, even if the non-owner residents do not pay the owner to occupy the unit. Each 30-day period of non-compliance with the above will be considered a separate violation. A copy of the form is attached. Unit owners must provide non-owner residents with copies of the Rules and Regulations, the Declaration and By-Laws, which are available from the Managing Agent for a price that covers the cost of printing and mailing.

The unit owner will be responsible for any damages done to the Common Elements by the tenants and/or their guests. The unit owner shall be fined for any violations of the Rules and Regulations, By-Laws, or Declaration by the tenants and/or their guests.

As per Article VIII, section 6 of the By-Laws, no unit owner shall be permitted to lease his unit unless and until he shall have paid in full all unpaid common charges theretofore assessed against his unit and until he shall have satisfied all unpaid liens against such unit.

If a non-occupying unit owner rents his unit and then fails to pay Common Charges, assessments, late fees, or fines within sixty (60) days after they are due, upon notice, all rental payments from the tenant shall be directly payable to the Condominium. Refer to By-Laws, Article XXIV for further information.

To preserve neighborhood stability, property value, and allow easier financing of units, no more than 20% of Units may be rented at any one time. In the event of a hardship involving unit owner (including, but not limited to, death, serious illness, job transfer, failure to secure a qualified buyer after 6 months of property listing with a licensed real estate broker at a price comparable to recent sales in the development), a majority of the Board may, by resolution, allow an exception to the 20% limit.

Renting to or occupancy by immediate family members including only spouses, parents, children, grandchildren or siblings (by blood, marriage, or adoption) will not be considered a lease for purposes of this 20% calculation.

Subleasing of units is not allowed.

Any violation of any provision of the Declaration, By-Laws or the Rules and Regulations of the Condominium shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.

The unit owner shall be responsible for remedying any violation by tenants and/or their guests. If the violation is not corrected or if the Board shall determine that the violation is of such a nature as to justify termination of the lease, the Board shall notify the unit owner to immediately institute and to diligently pursue at the unit owner's expense an action in an appropriate court to remove the tenant from the community based upon the breach of the lease and/or for the violation of the Declaration, By-Laws or Rules and Regulations. In the event the unit owner fails to fulfill his obligation to pursue such an action, the Board shall have the right but not the duty to institute and pursue such an action as attorney-in-fact for the unit owner at the unit owner's sole cost and expense, including but not limited to court costs, expenses and legal and other professional fees incurred.

- 35. NOISE:** Sound from all sources must be controlled at all times so as not to disturb other residents. Washers, dryers and dishwashers may not be operating when no one is at home and may be run only **between the hours of 8 am and 9 pm**. Stereos, radios, televisions, motor vehicles, motor cycles, 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 unit with the windows closed.

36. NOXIOUS OR OFFENSIVE ACTIVITIES: No noxious or offensive activity shall be carried out upon any portion of the Condominium property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances are prohibited. Activities that are detrimental to or endanger the public health, safety, comfort or welfare, or be injurious to the property, vegetation, or animals, adversely affect property values or otherwise produce nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code are prohibited. Any observed acts of vandalism should be reported to the Managing Agent or call 911. Your name will remain protected.

37. VARIANCES: A blank Variance Request Form is attached. If you do not find an answer to your question in the above Rules and Regulations, please contact the Managing Agent for further information. DO NOT proceed with any interior or exterior alterations or modifications until you have proper written information, instructions and Board approval, if necessary.

While the Rules and Regulations are an attempt at completeness, there may be omissions that require a Variance approval by the Board.

38. COMMON CHARGES: Common charge payments (Assessments) are due on the first day of each month, payable in advance. Common charges delinquent for more than three months will result in a lien being placed against the unit.

39. LATE FEES: Condominium maintenance fees, assessments or other charges that remain unpaid after the 10th of a given month will be charged a late fee of \$25.00.

40. REPORTING OF INCIDENT: Occasionally a unit owner/tenant may observe violation(s) of the Declaration, By Laws, or Rules and Regulations. If so, the unit owner/tenant should complete an Incident Report Form with the details so that the Managing Agent can address the incident. A copy of the form is attached.

41. REQUEST FOR BOARD ACTION: Occasionally unit owners may have suggestions or concerns in regards to condominium operations and services that would require Board action to initiate or remedy. If so, the unit owner should complete a Request for Board Action Form. A copy of the form is attached.

42. ENFORCEMENT OF RULES AND REGULATIONS: The Board of Managers, acting through the property management company as agent or acting directly, is empowered to enforce the Rules and Regulations, the By-Laws and the Declaration according to its duties as outlined in the By-Laws. In the interest of promoting harmonious relationships and an acceptable quality of life for all concerned parties in the Park Place at Hilton Condominium community, it is desired that each unit owner be well-informed on the Rules and Regulations in this booklet and on the contents of the Declaration and By-Laws.

When you accepted title to your unit in the Park Place at Hilton Condominium, you agreed to abide by the Declaration, the By-Laws and the Rules and Regulations. These governing documents are collectively referred to as Covenants, Conditions and Restrictions. You also agreed to be responsible for the actions of your family, guests and tenants.

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 unit.

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

SECOND NOTICE OF VIOLATION: If problem is not cured, 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 Condominium, the Board or its Managing Agent shall commence legal action to enforce the rule and collect fees due the Condominium. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall constitute a binding personal obligation of the unit owner.

All fines and damages are assessed as an addition to the monthly common charges due for the unit. The Board can alter the amount of such fines from time to time.

Park Place at Hilton Condominium

70 Condominium Units on Chestnut Court, Salmon Run and Walnut Court
Hilton, NY 14468

RESPONSIBILITY MATRIX

Maintenance Topic	Condominium Responsibility	Unit Owner Responsibility
Plumbing, Heating and Cooling		
Interior Plumbing		X
Exterior Plumbing	X	
Heating & Cooling Systems		X
Hose Bib (Outside Faucet)	X	

Windows		
Glass (Including Thermal Panes)		X
Window Frames & Sills		X
Window Hardware (Hinges, locks, etc.)		X
Painting (Interior)		X
Caulking & Weather Sealing (Interior)		X
Caulking & Weather Sealing (Exterior)	X	

Doors		
Exterior Painting	X	
Front Door & Side Lights	X	
Storm Doors		X
Garage Entry Doors		X
Garage overhead Doors	X	
Garage Door Openers		X
Sliding Glass/Patio Doors		X

Concrete Floors and Sidewalks		
Garage	X	
Basement	X	
Concrete Sidewalks to steps or stoop	X	

Front Porch, Steps, and Sidewalks		
Structural	X	

**RESPONSIBILITY MATRIX
(continued)**

Maintenance Topic	Condominium Responsibility	Unit Owner Responsibility
Walls		
Foundation Cinder Block - Outside surface	X	
Foundation Cinder Block - Inside surface	X	
Foundation Cinder Block Below Grade	X	
Party Walls	X	
Exterior Siding & Trim	X	

Building Exteriors		
Maintenance (painting, repair, replacement)	X	
Shutters, siding, trim, gutters, chimneys, roofs	X	

Exterior Lighting		
Light Fixtures mounted to units	X	
Light fixture bulb replacement (white only)		X
Street Pole Lighting	X	

Mailboxes		
Maintenance/replacement	X	
Mailbox keys (passed on to new owner at time of purchase)		X
Mailbox key replacement		X

Sewer Pipes		
Internal		X
External	X	

Rear Patios/Fences		
Concrete Slab		X
Fencing		X

RESPONSIBILITY MATRIX
(continued)

Maintenance Topic	Condominium Responsibility	Unit Owner Responsibility
Rainwater/Snow Melt/Sumps		
Gutters	X	
Downspouts	X	
Grading of Soil	X	
Storm Water	X	
Catch basins, Laterals & Downspouts	X	
Sump Pump & Check Valves		X
Interior Damage due to Roof Leaks	X	

Owner-Installed Modifications/Alterations		
Damage Caused by Owner-Installed Modifications/Alterations		X
Maintenance of Approved Exterior Modifications/Alterations		X

Vent Installation/Maintenance		
Dryer	X	
Bathroom Interior		X
Bathroom Exterior	X	
Kitchen Interior		X
Kitchen Exterior		X
Soffit	X	
Ridge	X	

Driveways, Roadways and Parking Areas		
Maintenance (snow removal, sealing, paving, etc.)	X	

Condominium-Installed Trees, Shrubs, Plantings and Grounds Maintenance		
Maintenance (lawn mowing, fertilization, pruning, etc.)	X	

Refuse and Recyclables		
Rubbish and recycle pickup/disposal	X	

Effective: 09-01-16

Park Place at Hilton Condominium

70 Condominium Units on Chestnut Court, Salmon Run and Walnut Court
Hilton, NY 14468

Variance Request Form

Written approval by the Board of Managers is required PRIOR to commencement of any work being performed or any action being taken. Any change, addition or alteration undertaken without prior written approval by the Board will result in the unit owner being assessed the cost to remedy and return the element to its original state and/or fines being levied against the unit owner.

Unit Owner: _____

Address: _____

Phone: _____

I request permission to make the following change, addition or alteration to the specific area as checked below. I have read, understand and agree to comply with all the By-Laws and Rules and Regulations pertaining to my request.

- Change, addition or alteration to interior of my condominium unit
- Change, addition or alteration to exterior doors, door frames, windows or window frames of my condominium unit
- Change, addition or alteration to a limited use common element
- Change, addition or alteration to a common element

Reason for request: _____

Name of Contractor _____

Attach a drawing of the proposed change, addition or alteration. Also attach a list of materials to be used and indicate who will do the work. (Please attach additional sheets and be specific.)

For security systems the owner shall provide the name and telephone number of the contact person and/or company.

For patios the owner shall provide plans for the location (detailed drawing, to scale, of subject unit and adjacent units showing location of slab in relation to units). The patio slab is to consist of poured concrete and to be 10' x 12' in size. The slab shall measure 10' across at the unit and extend 12' into the common area. Fencing shall consist of Bufftech's "Countess" or equivalent style fence (vinyl, white in color). Privacy fencing of white vinyl construction shall be attached to the sides and rear edge of the patio slab. The height of the fencing for all patios installed on any given building shall be determined by the height of the fencing on the first patio installed on that particular building and all subsequent installations of patio fencing on that particular building shall conform to the height of the first fencing installed on that particular building. The fencing may be gated with a gate of the same white vinyl construction and height as the fence. Per Article VI, Section 21 of the By-Laws, future maintenance is the responsibility of the unit owner.

Owner is responsible for obtaining a stakeout for utilities and is also responsible for repairing any damage caused by installation.

Article VI, Section 13 of the By-Laws requires the Board of Managers to execute all applications for required permits for work approved by the Board. Therefore, the owner will be required to obtain and complete any appropriate permit applications and submit them to the Board for execution. The executed applications will be returned to the owner, who will be responsible for obtaining all permits and displaying them at the work location for code compliance inspection.

Future maintenance is the responsibility of: _____ Condominium OR _____ Unit Owner

Signature of Owner: _____

ACTION TAKEN BY THE BOARD OF MANAGERS

Approved

Denied

Comments: _____

Date: _____ Signature: _____

Date after which any approval is automatically revoked and a new Variance Request Form will be required: _____

Send this form and all supporting documentation, pictures, etc. to the Managing Agent at the address below.

Managing Agent: **Woodbridge Group**
e-mail: lisawoodbridge@aol.com

P.O. Box 237
Pittsford, NY 14534

Telephone: (585) 385-3331
Fax: (585) 385-4693

Revised: 09-01-16

Park Place at Hilton Condominium

70 Condominium Units on Chestnut Court, Salmon Run and Walnut Court
Hilton, NY 14468

Pet Registration Form

Pet owners must register each pet by completing and filing this form with the Managing Agent. Any pet must be registered within 30 days of initial occupancy. Refer to Park Place at Hilton Condominium Rules & Regulations for further information regarding pets. This form must be mailed to the Managing Agent at the address below.

Unit Address: _____

Name of Pet Owner: _____

Pet Owner's Telephone No: Home: _____ Cell: _____ Work: _____

Type of Pet: Dog _____ Cat _____ Pet's Name: _____

If pet is a dog, indicate breed: _____ Dog's Weight: _____

License tag number: _____ Expiration date: _____

Rabies vaccination tag number: _____ Expiration date: _____

Attach a current photograph of the pet in this space.

I certify that I have received, read and understand the Pets Rule of the Park Place at Hilton Condominium.

Pet Owner's Signature: _____ Date: _____

Unit Owner's Signature: _____ Date: _____

Managing Agent: **Woodbridge Group**
e-mail: lisawoodbridge@aol.com

P.O. Box 237
Pittsford, NY 14534

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Park Place at Hilton Condominium

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Non-resident Owner Registration Form

Unit owners who do not occupy their unit must file this form with the Managing Agent **prior** to the occupancy of the unit by non-owner residents. Mail this form to the Managing Agent at the address below.

Unit Address: _____

Name(s) of Owner(s): _____

Mailing Address of Owner(s): _____

Owner(s) Telephone No: Home: _____ Cell: _____ Work: _____

Non-owner Resident Registration Form

(Attach additional sheets, if necessary.)

Name of Resident: _____ Age: _____

Name of Resident: _____ Age: _____

Name of Resident: _____ Age: _____

Name of Resident: _____ Age: _____

Resident Telephone No: Home: _____ Cell: _____ Work: _____

Vehicle (year, make, model, color, plate number): _____

Vehicle (year, make, model, color, plate number): _____

Certification of Non-resident Owner(s)

I/we, the non-resident owner(s) of the above-referenced unit, certify that I/we have provided copies of the Rules and Regulations to the non-owner resident(s) of the above-referenced unit.

I/we, the non-resident owner(s) of the above-referenced unit, understand that I/we shall be financially liable to the Condominium for any damage to the common elements caused by the act, omission, neglect or carelessness of the non-owner resident(s), their family, guests, invitees, licensees, employees, agents or pets.

Signature of Owner: _____ Date: _____

Signature of Owner: _____ Date: _____

Certification of Non-owner Resident(s) (must be signed by all residents age 18 and older)

I/we, the non-owner resident(s) of the above-referenced unit, certify that I/we have received, read and understand copies of the Rules and Regulations and that my/our right to occupy the unit shall be subject and subordinate in all respects to the provisions of those documents.

I/we, the non-owner resident(s) of the above-reference unit, understand and agree that the premises shall be used solely as a residential dwelling and that I/we shall not use or allow the premises to be used for any disorderly or unlawful purposes or in any manner offensive to others.

Signature of Resident: _____ Date: _____

Signature of Resident: _____ Date: _____

Managing Agent: Woodbridge Group

e-mail: lisawoodbridge@aol.com

P.O. Box 237
Pittsford, NY 14534

Telephone: (585) 385-3331
Fax: (585) 385-4693

Revised: 09-01-16

Incident Report Form
(continued)

Have you discussed the incident with the violator? Yes or No

If Yes, what was the result? _____

If No, why not? _____

Sign below. Unsigned forms will not be acted upon.

Signature: _____ Date: _____

Address: _____

Phone Number: _____

Send this form and all supporting documentation, pictures, etc. to the Managing Agent at the address listed below. You will be advised what action, if any, the Board takes on this matter. Your assistance in keeping Park Place at Hilton a safe and orderly community is appreciated.

Managing Agent: **Woodbridge Group**
e-mail: lisawoodbridge@aol.com

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Pittsford, NY 14534

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Revised: 09-01-16

Park Place at Hilton Condominium

70 Condominium Units on Chestnut Court, Salmon Run and Walnut Court
Hilton, NY 14468

Request for Board Action

Occasionally unit owners may have suggestions or concerns in regards to condominium operations and services that would require Board action to initiate or remedy. Please complete this form to notify the Board of your suggestion or concern and the action you would like the Board to consider. Please be specific and attach additional sheets as necessary.

Unit Owner: _____

Address: _____

Suggestion or Concern: _____

Action Requested: _____

If applicable, attach a drawing of requested change, addition or alteration.

Signature of Owner: _____ Date: _____

Send this form and all supporting documentation, pictures, etc. to the Managing Agent at the address listed below.

Managing Agent: **Woodbridge Group**
e-mail: lisawoodbridge@aol.com

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