

ESSEX PLACE HOMEOWNERS ASSOCIATION, INC.
A Community of Luxury Townhomes

Homeowners Manual: Rules & Regulations

The Essex Place community is a small development of quality townhomes, geographically centered in a prime Brighton, New York, neighborhood. Such a community has rewards and benefits, but also imposes certain obligations and restrictions. Your handbook will facilitate living in Essex Place, as well as encourage you to take an active part in the community.

The Rules and Regulations included herein are in conformance with the terms and conditions of the "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens" filed on February 29, 1988, in the Monroe County Clerks Office. All Owners endorsed and accepted these policies and conditions when they purchased their units. Most Rules and Regulations come from this document, which we recommend you reference from time to time; however, the Board of Directors can supplement additional policies and publish them to the community as additional Rules.

Each townhouse owner is responsible for implementing these Rules and Regulations. The quality of the Essex Place Homeowners Association will be measured by the degree to which each townhouse owner or resident implements them. Your Board of Directors is responsible for effective administration and enforcement of these Rules and Regulations, typically delegated as a duty to the Managing Agent (property manager).

Board of Directors
Revised: July 2013

Essex Place Homeowners Association: Rules & Regulations

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**Essex Place Homeowners Association, Inc.
Handbook of Rules and Regulations**

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HANDY INFORMATION

To request maintenance, pay monthly fees, or obtain general information, contact the Managing Agent, Woodbridge Group, weekdays between 9:00 a.m. and 5:00 p.m.

Woodbridge Group..... (585) 385-3331
32 N. Main Street, at Schoen Place
Pittsford, NY 14534

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. Please direct ALL service requests and community concerns to the Woodbridge Group. All issues are brought to The Board at monthly meetings.

Emergencies: Always call #911 first if any life-threatening issues are concerned. You may call the Woodbridge Group (585) 385-3331, 24-hours a day if emergency conditions exist, such as storm damage or flooding in your townhouse. Routine messages will be taken after hours and faxed to the office. Emergencies will be immediately paged out to an on-call staff person.

When You are Away From Home: If you leave for an extended period of time, it is suggested that you:

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

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Association Responsibilities. The Association is responsible for all exterior maintenance, such as:

1. Roofs, external light fixtures, vents, facades, gutters, painting of front doors and garage doors, trim, etc.
2. All driveways and sidewalk repairs
3. Snow plowing of driveways and guest parking areas
4. Maintaining all lawns, pruning shrubs, caring for planting beds, and spraying and fertilizing all planted areas
5. Providing for Master Homeowners Insurance, fire coverage on the building structure (no personal contents or upgrades), and liability coverage
6. Exterior storm and sanitary sewers
7. Weekly refuse pickup, except appliances or regulated materials

Homeowner Responsibilities. The Homeowner is responsible for maintenance of the following:

1. Garage door mechanism and opener
2. Porch and porch steps, including painting
3. Deck repair and maintenance, including staining
4. Watering plantings
5. Chimney cleaning
6. Windows and all glass surfaces, including skylight (installation, caulking, cleaning and breakage)
7. Screens, windows, and doors, except external paint on doors
8. Maintaining central air-conditioning and all interior mechanical equipment, including heating, electrical, and plumbing systems
9. Homeowners insurance on contents, upgrades, and betterments
10. Sidewalk snow removal up to the front door
11. Payment of late fee on any overdue monthly or special Association charges, as stipulated in "Enforcement of Rules and Regulations", found at the end of this document

The Common Elements – A Perspective

Simply stated, the common elements include the exterior of the townhouse walls, 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 Essex Place properties, along with 14 other property Owners. Each Owner (of which there are 15) 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 Essex Place 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. Maintenance of attractive common elements is a high priority in our community, for both the townhouse owner and The Association. 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 (nonpaid 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 Essex Place community to maintain positive emphasis on quality, and to remain a premium location in the real estate market.

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INTRODUCTION:

When you purchased your townhouse, you were given a copy of the Offering Plan (Prospectus), which outlines Rules and Regulations for living at Essex Place. 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 Essex Place are equally responsible for compliance with both the Declaration and By-Laws documents, and the following Rules and Regulations. These Rules and Regulations govern the Essex Place 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 Declaration and By-Laws.

The Not-for-Profit Corporation entity, Essex Place 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

1. VARIANCE REQUESTS. Any proposed change to the outside appearance of an Essex Place 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. A final decision will be made by The Board. This form is available in the Managing Agent's office. **A copy is included at the end of this document.**
2. PETS. Town ordinances regarding all animals shall also govern Essex Place Owners and property, as well as the following:
 - a. Except for one (1) dog and one (1) cat, fishes kept in an aquarium, or birds kept in a cage, no animals, birds or insects shall be kept or maintained on Association property.
 - b. The Board may, from time to time, impose reasonable Rules and Regulations setting forth the type and number of animals, birds, or insects and prohibit certain types of animals, fishes, birds or insects entirely.
 - c. The Board shall have the right at its sole discretion to require any homeowner in The Association, any tenant of any owner, or any family member or guest of any homeowner or tenant to remove any animal, bird, fish, or insect from Association property that creates a nuisance.

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- d. 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 or not they are chained, caged or tethered.
 - e. No pet waste shall be deposited or left anywhere; if not followed, fines may be imposed.
 - f. If an animal is found that is in violation of these Rules and Regulations, The Association, its Managing Agent or its 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.
 - g. Any damage caused by a pet is the owner's responsibility.
3. **PARKING.** It is important that all Homeowners use Rules of common courtesy when parking vehicles, including the following:
- a. A homeowner's parking is limited to 2 spots: his/her private driveway and garage.
 - b. Visitor parking areas are available for visitors and should not be used by Homeowners or anyone living in the townhouse.
 - c. Under certain conditions, Homeowners may use the visitor parking areas for a period not to exceed two days. Inform the management company if such a situation arises.
 - d. Short-term guests should be asked to use the Homeowner's driveway or the visitor parking areas. The four (4) guest spaces near the mailbox are available on a first-come basis, as are the spots on either side of the 2 middle units – one on the south, two on the north. In all, we have 7 guest spots.
 - e. If short-term parking on the side of Edgewood Avenue becomes necessary, for example for a large gathering or party, it should be confined to one side only. Please don't block driveways or mailboxes. The Homeowner is responsible for enforcing this safety requirement. You might phone Brighton Police to alert them.
 - f. There is no parking around the center island.
 - g. During winter months, snow is typically removed between 5 am and 7 am, with a 2nd pass between 3 pm and 5 pm before cars return to their driveways from work. Driveways which have cars in them do not get plowed. (Note: Any damage to grassy areas is repaired at the end of the plowing season.)
 - h. Additionally, areas reserved for guests on either side of the two center units are unavailable altogether during winter months as these are the areas where the plow pushes snow, typically during overnight hours. If you park here, you risk being plowed in and/or towed.

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4. COMMERCIAL VEHICLES

- a. Any commercial vehicle must be parked in a garage with the exception of delivery vehicles or those providing temporary services to the homeowner.
- b. Pick-up trucks without commercial lettering or oversized vehicles or equipment that cannot access the standard garage require a completed and approved Variance Form.

5. BOATS, TRAILERS, AND RECREATIONAL VEHICLES

- a. Any boat, trailer or recreational vehicle must be parked in a garage.
- b. The Managing Agent may grant short-term parking privileges, not to exceed 24 hours, for loading and unloading. The Board president, or her/his designee, must approve any further extension.
- c. Under no circumstances will the special parking privileges extend beyond three (3) days.

6. UNREGISTERED OR UNLICENSED MOTOR VEHICLES

- a. Any unregistered or unlicensed motor vehicle, which includes vehicles such as mini-bikes, trail-bikes, go-carts, snowmobiles, mopeds, etc., are prohibited from remaining on Association property unless they are parked in a garage.
- b. Unlicensed motor vehicles violating these Rules and Regulations will be towed at the owner's expense.

7. SIGNS. The following Rules govern the use and placement of signs on Association property:

- a. Two (2) Realtor's signs are allowed:
 - i. One (1) in the lawn to the left of the mailboxes (not on the curb) and
 - ii. One (1) to be displayed in the window of the unit for sale
- b. An Open House sign may be displayed only on the day of the open house.
- c. "For Rent" signage is not allowed anywhere on or near the property or in any window.
- d. Signs indicating that a house is protected by a security system must be limited to one sign at the front of the unit, one in the rear of the unit, and small signs posted on the inside windows of individual homes.
- e. No other signs are permitted without The Board's written approval of a Variance Form.

8. EXTERIOR MODIFICATIONS. Exterior modifications of any type require The Board's approval on a completed Variance Form. No exterior modifications or alterations can

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be made without the Homeowner having first received the written approval of The Board on a Variance Form.

- a. All requests for modifications, however small, to decks, plantings, windows, skylights, doors, housing or other external elements, must be submitted in writing to the Managing Agent on a Variance Form and must include, whenever possible, written plans, specifications/colors, and any manufacturer's leaflets or pictures.
 - b. Any modification made without prior approval of the Architectural Standards Committee and The Board will be subject to removal by The Association at the Homeowner's expense.
9. **DECORATIONS**. The following Rules apply. Any alteration to these Rules requires the completion of a Variance Form, submitted by the Homeowner and approved by The Board.
- a. The installation of decorations in foundation plantings, individual planting beds, or on the lawn is strictly prohibited. This includes windmills, plastic objects, wooden objects, bird feeders, bird baths, stone objects, statues, etc. Existing decorations noted here, except bird feeders and baths, may be grandfathered by The Board using the variance approval process.
 - b. The hanging of decorations such as flags (with the exception as stipulated in #10 below), wind chimes, flower pots, etc., on the exterior of the housing is prohibited. Existing decorations noted here, except bird feeders and baths, may be grandfathered by the Architectural Committee. The objective here is that hanging flower pots or chimes be in good taste and do not annoy your neighbors.
 - c. Planters are allowed and may be placed on the decks, porches or driveways in accordance with the current planting guidelines (see #11 below) with prior Architectural Standards committee approval.
 - d. 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:
 - i. The Architectural Committee reserves the right to ask an owner or resident to change, alter or remove completely any decoration.
 - ii. During the period of December 1st through January 15th, 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. See #iii below for attachment instructions.
 - iii. Approved decorations cannot be installed using nails, screws, or other devices requiring penetration of any wood trim or siding.

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- iv. The Board will consider, at its sole discretion, all other decorations for religious holidays upon written request, using a Variance Form.
- v. All other external decorations must be approved by The Board.

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

- a. At all times, the United States flag should be mounted and flown according to proper United States flag protocol. It may be displayed between the hours of sunrise and sunset, but must not be displayed if it is tattered or faded.
- b. It should only be mounted on a vertical post on your porch.

11. PLANTING OF FOUNDATION SHRUBBERY OR FLOWERS. Any alteration to the following guidelines requires the submission of a Variance Form and the approval of The Board:

- a. The existing foundation plantings shall not be altered, added to, or removed.
- b. Homeowners with foundation plantings that have not received written approval will be requested to remove them. If unauthorized plantings are not removed, the Managing Agent will remove them at the Homeowner's expense. The Homeowner who removes existing foundation plantings, without approval, must reimburse the Homeowner's Association for the cost of the plant(s) at the current market rate.
- c. The use of potted plants shall conform to guidelines stipulated by the Architectural Standards committee and approved by The Board. Potted plants may be placed only on the decks, porches or front planting beds, and not in driveways without prior approval. Potted plants should not be placed on porch steps for safety; The Association is not liable for porch safety.
- d. Homeowners may plant flowers in their respective planting bed, and not in common areas, according to the following Rules:
 - i. Individuals who choose to plant flowers will be responsible for maintaining and weeding around them.
 - ii. Homeowners are planting at their own risk. The landscaper hired by The Association is not responsible for any damage done to the Homeowner's flowers.
 - iii. Homeowners should plant pest-resistant flowers in order to eliminate the use of pesticides.
 - iv. Holes may be made in the plastic mulch. Additional topsoil may be added to maintain the integrity of the plastic.
 - v. Flowers are not to be planted around the immediate tree base.
 - vi. Homeowners may not plant any flower that creeps.
 - vii. Flowers may be no higher than 20" tall.

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- viii. Homeowners may not plant any bushes, whether flowering or not without a variance.
 - ix. Any flower that meets the above guidelines will be permitted. This includes annuals, perennials, and bulbs.
 - x. Perennials should be cut back as soon as their season has passed. Annuals should be removed by October 15th or the first frost, whichever comes first. This applies to remaining perennials as well.
12. 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.
13. TRASH REMOVAL
- a. Trash removal occurs on a specific day each week. Containers shall be placed outside 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. No waste materials can be allowed to accumulate outside.
 - b. The secure containment of refuse is required to prevent nocturnal animals and adverse weather conditions from causing a refuse mess; therefore, closed containers, and not trash bags, are required.
 - c. 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 special pick-up. Also, there may be a charge for certain items such as refrigerators, due to the expense of recycling. Any such expenses are the Owner's responsibility.
 - d. Any problems, complaints, or concerns regarding trash removal service should be directed to the Managing Agent.
14. 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. Please note, The Association typically holds an annual community garage sale.
15. 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 the property to which your neighbors are entitled. The best rule is that noise should not be heard in a neighbor's house with the windows closed.
16. DECKS. The Owner shall maintain all decks as originally installed. Maintenance includes staining and wood repairs.

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17. STORM DOORS

- a. All new or replacement storm door installations must be full-view and painted white. Prior to installation, a completed Variance Form, accompanied by any pictures or brochures, must first be submitted to the Architectural Standards Committee for its review and subsequent final approval by The Board.
- b. 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.

18. GARAGE DOORS AND GARAGES

- a. Garage doors should not be left open overnight or longer than a 2 hour period unless active work is taking place.
- b. Garages cannot be used as a dwelling of any type, seasonal or otherwise, or for commercial purposes.
- c. The Management Company must be notified, in writing and written approval received, if a home improvement project requires the garage door to be open for an extended period of time.
- d. An approved Variance Form is required if there are extenuating circumstances requiring approval for reasons not covered in the above Rules.

19. 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 Association property without the approval of The Board. A written and completed Variance Form is required before installation and shall be submitted to the Architectural Standards Committee for its review and approval before submission to The Board for final approval. All approvals must satisfy the requirements of the Federal Communications Commission, and/or other agencies with jurisdictional authority. In no case shall a dish be erected on the roadside or front side of the townhome units.

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

21. OUTSIDE REPAIR WORK. No work on any motor vehicle, boats, or machines of any kind, other than minor servicing and maintenance shall be permitted on Association property without the written approval of The Board.

22. OUTSIDE DRYING. No outside drying or airing of clothing/ bedding shall be permitted on Association property.

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23. NOXIOUS OR OFFENSIVE ACTIVITIES. No noxious or offensive activity shall be carried out on any portion of the 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 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.
 - No outdoor fire pits or chimineas are allowed.
24. CHAIN LINK FENCES. Unless the homeowner is given consent in writing by The Board, no chain link fence shall be erected anywhere on the property. If permission is granted, it may require a town permit.
25. 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.
26. INSURANCE OBTAINED BY TOWNHOME OWNERS. Homeowners are required to insure their personal contents with an HO-6 policy; that is for townhomes, not condominiums. 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.
27. WINDOW AIR CONDITIONERS. The installation of window air conditioning units is strictly prohibited.
28. LEASE OF TOWNHOUSE. The following Rules apply:
- A new Homeowner is required to live in their townhouse for at least twelve (12) months before any rental is permitted.
 - A townhouse cannot be leased to more than three (3) unrelated persons.** A townhouse cannot be leased to any person, corporation, Limited Liability Company, partnership or other business entity or its representative, agents, successors or assigns. A townhouse may not provide temporary housing for transient employees or students.
 - Community wide lease limitation.** At no time may more than 20% of the total number of Units, or such lower number as may be required by any so-

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called secondary mortgage market source, be leased, rented, licensed, or let (collectively referred to as "leased"). The Board representing The Association shall try to ensure that all Homeowners who wish to lease their Units are granted an opportunity to do so.

- d. **Written requests, response time, and written consent.** All leases must be in writing and must comply with the provisions of the Declaration regarding single-family occupancy. Leasing/renting is not permitted without prior written approval of The Board. The Board will respond to the Homeowner's request within thirty (30) days. The Homeowner shall provide The Board and Managing Agent with a copy of the lease at least thirty (30) days in advance of the commencement of the lease period, including the full name and address, telephone number, email, and driver's license and/or picture ID of each and every tenant. The homeowner shall also provide The Board and Managing Agent with a current address and emergency telephone number where the Homeowner can be reached. 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 Declaration, By-Laws, and 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. No Homeowner may lease his/her unit until he/she receives written consent to do so from The Board. As long as limitations set in this section have been met, permission shall not be unreasonably withheld.
- e. **Minimum and maximum term.** No lease term may be for less than twelve (12) months, or for more than two (2) years.
- f. **Lease must cover entire Unit.** All leases must be for the entire Unit. No more than one lease may be signed for the same Unit, and same lease term.
- g. **Occupant bound by governing documents.** All tenants or occupants under a lease must comply with all provisions of the Declaration, By-Laws, Rules and Regulations, and additional Association policies as adopted by The Board and amended from time to time, including also but not limited to any other governmental agency and the Town of Brighton laws. The Homeowner of the leased unit shall be held responsible for any and all infractions of such policies by a tenant or other occupant.
- h. **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 remedying any continuing violation immediately. If the violation is not remedied within ten (10) days from the date of the notice or if The Board determines that the violation is of such nature as to justify

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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.

- i. **Attorney-in-fact.** No Unit may be leased unless pursuant to a written agreement acceptable to The Association in form and content, including, but not limited to, the inclusion of a clause whereby it shall be deemed during the period of such occupancy that the Homeowner has irrevocably and constituted The Association as the Homeowner's attorney-in-fact to seek, at the Homeowner's expense, the eviction proceedings, all costs of enforcement, collections and attorney fees, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of The Association's governing documents and/or Rules and Regulations promulgated pursuant hereto, provided The Association first gives the Homeowner notices of said violation and a reasonable period to affect a cure. These expenses will be considered no different from other common charges or costs of collections, and will be added to the homeowner's account for payment.
- j. **Copy of lease to Association.** A copy of the signed lease agreement must be provided to The Association prior to the occupancy of the Unit pursuant thereto.
- k. **Subletting.** No occupant may sublet a Unit unless he/she receives the prior written consent of The Association. All terms and requirements imposed hereby upon leases and occupants shall be likewise imposed upon subleases and subtenants.
- l. **No landlord-tenant relationship exists.** In no event shall it be determined that a landlord/tenant relationship exists between The Association and the occupant.
- m. **Extensions.** If during the course of occupancy pursuant to any lease, an occupant demonstrates such a disregard for the provisions of The Association's governing documents and/or Rules and Regulations, that The Association determines it to be in its best interest to preclude the Homeowner from extending said lease, The Association shall so notify the Homeowner, in writing, of that determination, and the Homeowner shall thereupon be precluded from extending said lease beyond its original term.

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- n. **Exceptions.** There may be times when the Board of Directors will consider exceptions to the stated rules. Exceptions might include rental situations where a tenant has an early lease termination, immediate family members become tenants, or other hardship situations such as a difficult selling marketplace, changing job market or difficult lending practices. The provisions and restrictions on leasing as contained in this Section shall not apply to the following:
- i. **Grandfathered Units.** Units leased at the time of the adoption by the board of this instrument shall be defined as "Grandfathered Units." Such Grandfathered Units shall be exempt from the lease restrictions as set forth in this section subject to such reasonable conditions as The Association may by rule and regulation impose.
 - ii. **Hardship situations.** A Homeowner suffering from a financial or personal hardship that renders the Homeowner unable to reside in his/her Unit may apply to The Association to lease the Unit, even if the limitation referred to in paragraph 1, above, has been met. In such situations, The Association, in its sole discretion, shall be authorized to permit the Homeowner to lease his/her Unit.
 - iii. **Lenders' foreclosures.** The provisions and restrictions on leasing as contained in this Section shall not apply to foreclosing lenders or impair the right of First Mortgagees to foreclose or take title to a Unit, to accept a deed (or assignment) in lieu of foreclosure in the event of default by the mortgagor, to take possession and lease an acquired Unit even though the limitation referred to in paragraph 1, above, has been met, or to otherwise act upon their mortgages.
 - iv. **Immediate family members.** Units owned by a Homeowner and occupied by an immediate family member of that Homeowner shall not be considered rental units for purposes of this bylaw.
29. **WINDOW BLINDS.** While internal window coverings shall be at the decorating selection of the homeowner, the lining of curtains or drapes will be neutral or white when viewed from the outside, and all blinds or shutters will be maintained. When their brokenness is obvious from the outside and becomes an eyesore to the community, the homeowner will resolve the issue in a timely manner not to exceed 10 days.
30. **GRILLS.** Grilling safety protocol shall be followed, such as maximizing the distance between the grill and the unit's siding.
- a. Homeowners are encouraged to use gas grills.
 - b. If you grill in your driveway, the portable grill must be stowed overnight in your garage.
 - c. No outdoor fire pits or chimineas are allowed.

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- d. Owners must follow all Town of Brighton fire ordinances.
 - e. Any property damage caused by a grill remains the homeowner's responsibility.
31. **RECREATIONAL EQUIPMENT AND RELATED ACTIVITIES.** Any recreational equipment and related activity must be wholly contained in your driveway or used on the side grassy areas. It cannot interfere with traffic patterns, parking or parked cars. As the equipment must be portable, it must be stowed overnight in your garage, by 8 pm during summer months to abate noise. Permanent winter storage is from November 1 through April 30, which enables snow plowing efforts. Should any activity extend beyond your driveway or ruin grassy areas, you may be required to abate your activity permanently. Homeowner is responsible for any damage as result of said equipment to siding, windows, cars, etc. The Board works to ensure safety in our community and minimize the association's liability with regard to recreational activities. Our community has limited space. We recommend that, for activities that exceed Essex Place's physical space limitations, owners and residents seek other playgrounds for these activities. By definition, these are private versus common areas for the purpose of recreational activity:
- Private areas. Activities that exceed the boundaries of your private driveway are not permitted; equipment must be portable and stored overnight in your garage or under your deck in the summer. Items should be stored from November 1 through April 30 to permit snow plowing. Homeowners are responsible for any damage as result of said equipment to siding, windows, cars, etc.
 - Common areas. Activities that lend themselves to grass (like throwing a ball) are allowed on the side grassy areas with these guidelines:
 - Should any activity damage Essex common property, you may be asked to stop your activity. The Homeowner is responsible for any damage caused to siding, windows, cars, etc.
32. **SENSOR LIGHTS.** Four (4) security sensor lights are on our property, on either side of the two center units, and on the back end units of the property. They are governed by a switch in each of 4 townhomes, and this switch must remain "on" for the light to work.
33. **LIGHTING IN GENERAL.** To enhance our general property lighting, we encourage townhouses to keep porch and garage lights on throughout the night. For effective porch lighting, use flood type light bulbs at the wattage supported by the fixture (60 watts).
34. **PRIVACY BUSHES (ARBOVITAE) BEHIND YOUR DECK.** As these privacy plantings are very mature and have grown quite large, Homeowners are requested to trim them from their deck from time to time to insure their shapeliness.

ENFORCEMENT OF RULES AND REGULATIONS

The Board of Directors, acting directly or through the Property Management Company as agent, 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 harmonious relationships and the quality of life for all concerned at Essex Place. 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 Essex Place 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, 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 by written memo, and requested to eliminate the violation immediately or, depending on the violation, within 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 recurrence, or if the Variance request has not been approved. 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 is not eliminated within 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 recurrence. A \$50.00 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 \$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 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 fees due The Association. Dissatisfaction with service provided by the HOA is not a defense for the nonpayment of fees. 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

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unpaid common charge constitutes a lien as set forth in the Essex Place 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.

Essex Place Homeowners Association, Inc.

VARIANCE REQUEST

Return or Fax to:

Requested By:

Woodbridge Group
32 N. Main St. @ Schoen Place
Pittsford, NY 14534
FAX: 385-4693

Name:
Address:
Phone:
Date:

To: The Board of Directors

I request permission to make the following changes to the exterior of my townhouse or to the common area of the community. I have attached a sketch of proposed changes, listed materials to be used, etc. (Please be specific. Extra sheets may be attached.)

Reason for request:

Length of Guarantee (if applicable):

Indicate future maintenance required by The Association:

Name of contractor (company) who will do the work:

Contractor's certificate of insurance is attached or on file with HOA : Yes No
I will be responsible to restore to its original condition all damage caused by the proposed change.

Homeowner signature: Date:

For Board of Directors Use

Approved *Approved with Conditions (see attached) Disapproved

Date: Signature:

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. 2013

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Attach any Future Amendment Page here