

THE TOWNHOMES OF SOUTHERN HILLS HOMEOWNERS ASSOCIATION



RULES AND REGULATIONS

HANDBOOK

REVISED NOVEMBER 2021

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For more information regarding replacements, please call Woodbridge Group at 585-385-3331.

Information contained herein is subject to change by the Board of Directors. Any changes to the outside of your unit, including but not limited to, items such as windows, awnings, deck additions/changes, Satellite Dishes, etc. **MUST HAVE PRIOR APPROVAL** by the Board of Directors via a Variance Request form. This form may be obtained from Woodbridge Group. If a Variance Request has not been approved prior to the particular changes, etc., you will be asked to remove these objects and/or put the unit, etc. back to its original state. This will be an additional expense to the homeowner. Fines will be imposed for non-compliance.

11/2021

I. **CONTACTS**

FIRE 911

AMBULANCE (Perinton Volunteer) 911

MONROE COUNTY SHERIFF 911

STATE POLICE 911 or (585) 279-8890

ANIMAL CONTROL (585) 223-5115

FAIRPORT ELECTRIC (585) 223-9500

SUBURBAN DISPOSAL (585) 325-3900

WASTE MANAGEMENT (recycling only) (585) 254-3500

PARKING VOICE MAIL (585) 251-4926

**TO REQUEST MAINTENANCE, PAY ASSESSMENTS, VARIANCE FORMS,
AND OBTAIN GENERAL INFORMATION, CALL, EMAIL, OR WRITE:**

Woodbridge Group
P.O. Box 237
Pittsford, NY 14534(585) 385-3331

Email: service@woodbridgegrouppro.com

OFFICE HOURS: *By appointment only*
9:00A.M. UNTIL 5:00 P.M. Weekdays

In case of emergency, call 911

AFTER calling the appropriate authority, notify Woodbridge Group at (585) 385-3331.

III. INTRODUCTION

Living in a shared community has many benefits. It also imposes certain obligations which may seem restrictive to those accustomed to living in a private residence.

Of foremost consideration is that the Townhome experience means living within a Homeowners Association governed by a Board of Directors with elected residents representing all owners.

THE HOMEOWNERS ASSOCIATION AND BOARD OF DIRECTORS

A Homeowners Association is a small governmental body. The main body of rules or laws applying to the community is contained in the "Offering Plan" which you received when you bought your home. In addition, the Board of Directors has the power "to make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations thereto shall be binding upon the members..." (Article VI, Section G of the Townhomes of Southern Hills By-Laws.)

Your Board operates within this context with the goal to provide a positive experience for all residents of the Townhomes of Southern Hills. Our expectation is that each resident will do their part to support and respect the By-Laws and HOA Rules designed to guide this positive experience.

Board Meetings are generally held on the 3rd Tuesday of each month and are open to any Homeowner who would like to discuss a specific topic. The Homeowner will be allocated the first 15 minutes on the agenda. Call Woodbridge Group office at 385-3331 to confirm the time, place and date.

Sub-Committees provide the working structure for the business of the Homeowners Association. The committees are as follows:

- **Architectural**
- **Budget & Finance**
- **Social/Welcoming**
- **Handbook of Rules & Regulations**
- **Parking**

In addition to the Board of Directors, these committees provide an excellent forum for resident input in areas of their interest and/or experience. You are encouraged to participate. If you are interested in participating, please call a Board or Committee member.

Communications is important in any townhome community. At Southern Hills, we keep our residents informed through our Annual Meeting and semi-annual Newsletter. Other written communications are distributed as appropriate. Approved minutes of Board of Directors meetings are available from Woodbridge Group upon request by a homeowner.

The **Annual Meeting** of the Homeowners Association is held each June. Election of Board members is held at that time. Board members are elected for a term of three years, with one or two Board Members being elected each year.

A Southern Hills Homeowners Association **Newsletter** is published semi-annually. Your suggestions and input are welcome.

RULES AND REGULATIONS HANDBOOK

The Rules and Regulations section of this handbook was compiled by a committee of Homeowners and was reviewed and approved by the HOA Board of Directors. It is intended to answer frequently asked questions about the rules contained in the "Offering Plan" and to promulgate additional rules which have been passed by the Board of Directors. It also puts forth a system of fines and enforcement for violators of the rules. This booklet is not all encompassing. For further elaboration, consult the "Offering Plan". Also, for situations not covered, call the Property Manager (at Woodbridge Group) or consult a Board Member.

When you purchased your Townhome, you received a copy of the Offering Plan, Declaration and By-laws, which outline rules and regulations for living at the Townhomes of Southern Hills. **Your commitment to abide by these rules and regulations was established when you purchased your Townhome. This commitment extends to your family and guests.**

Homeowners who sell their units are responsible for passing on the Townhomes of Southern Hills HOA Handbook and the Declarations & By-Laws received at closing to the new buyer/owner. Renters of a townhouse in Southern Hills are subject to the same rules and regulations as homeowners. Homeowners are responsible for advising the prospective renter(s) of the rules and regulations of the Association.

The Rules and Regulations of the Townhomes of Southern Hills Homeowners' Association have one primary purpose:

**TO ALLOW HOMEOWNERS THE FULL USE AND ENJOYMENT OF
THEIR HOMES AND FACILITIES WITHOUT VIOLATING THE RIGHTS
AND PRIVILEGES OF ALL OTHER HOMEOWNERS**

IV. CODE OF CONDUCT FOR RESIDENTS

The following outlines the Code of Conduct that shall be adhered to within the Townhomes of Southern Hills by all residents, occupants, and guests*.

*Note: For the purpose of this document, any reference to "guests" includes, but is not limited to, visitors, contractors, and others.

- Residents, occupants, and guests must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other residents, occupants or guests.
- Residents are responsible for the conduct of their occupants and guests. Occupants and guests will be held to the same standard of conduct as set forth herein for residents.
- Residents, occupants and guests will refrain from loud, profane or indecent language.
- Residents, occupants and guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, or directed at management, its agents, its employees, or vendors.
- Residents, occupants and guests will not compromise the safety of others by their actions.
- Residents will be held responsible for any damage to Homeowners Association property caused by the resident and/or the resident's occupants or guests.
- Residents, occupants, and guests shall not interfere with the management of the Association or reprimand, discipline or interfere with a contractor or their employees implementing a contract in progress. Comments and complaints are to be civilly directed to Woodbridge Group. The complaint must be submitted in writing before action can be taken on the complaint.

Should there be a civil (any sort of harassment, vandalism, loud and/or suspicious behavior, etc.) or domestic matter, the resident MUST FIRST call the Monroe County Sheriff at 911. It is important to file a report or complaint, then inform the HOA of the incident.

- Residents agree to abide by all published rules and regulations of the Homeowners Association. Any resident who violates this code of conduct or who violates a Homeowners Association rule or regulation is subject to disciplinary action, which may include monetary fines as determined by the Board. Such fines shall be assessed to the resident's account and collected in accordance with established collection policies. Refer to Addendum "J" for more information on fines.

IV. ARCHITECTURAL (Buildings)

The objective in establishing architectural controls is to:

- Maintain harmony and appearance in order to maintain property values;
- Reduce generalities by documenting attachments which are permissible;
- Minimize the effects attachments would have on maintenance requirements and structure;
- Minimize safety hazards.

A. VARIANCE REQUESTS

Written variance requests must be sent to Woodbridge Group to be forwarded to the Architectural Committee for ANY changes or additions to the exterior of the buildings, grounds, decks, or space under decks (walk out units). The Architectural Committee then submits its recommendations to the Board of Directors for their approval. Please be aware that the entire approval process takes a minimum of 30-45 days. Variance request forms may be obtained by calling 385-3331. More specific details on Variance Requests are covered on the following pages and the addendums.

B. VINYL SIDING

Attachments - Due to the nature of the vinyl siding, attachments requiring nails, screws, brackets, etc. cannot be used anywhere on the building where it would pierce the vinyl siding.

Maintenance - The vinyl siding will be power washed by a professional contractor approximately every 3 years. Homeowners are asked not to perform any maintenance on the siding.

Safety - Due to the nature of vinyl siding, extreme caution should be taken when grilling near the building. Please keep your grill as far away as possible from the building and fences to prevent any damage. (Reference Section "H" on page 9.) Also, prevent any object (such as a ball) from hitting the siding as it could dent or crack under certain climate conditions.

C. FIREPLACES AND FIREPLACE CHIMNEYS

Inspections - Homeowners who have a unit with a fireplace must have an annual fireplace and fireplace chimney inspection. Homeowners must provide Woodbridge Group with a copy of their receipt for this inspection on an annual basis

There will be a fine of \$25 if a copy of the inspection receipt is not received by September 1st per the requirements above. See "Addendum J. Information on Fines".

D. DECORATIONS (Building)

The following decorations are allowed; however, not permanently mounted. No decoration may be installed so that it pierces or attaches to the vinyl siding. (Reference Section V. Grounds, "B" Decorations, pages 10-11, for those decorations permitted around the grounds and shrub beds.)

Wreaths	Not attached to vinyl siding.
Lights Seasonal Display only.	Not attached to vinyl siding.
Windssocks	Rear of unit, patio area only. Not attached to vinyl siding.
Chimes	Rear of unit, patio area only. Not attached to vinyl siding.
Shutters	Not permitted.
Flagpoles	Variance request approval required. Not attached to vinyl siding.
Storm Door	Variance request approval required. Door must be consistent with what is already in the development - Full Glass door.
Door Knocker	Acceptable. However, any damage to the door will be the Homeowners responsibility to replace the door.

All seasonal displays **MUST BE REMOVED** 4 weeks after the holiday, e.g., Halloween pumpkins, Thanksgiving, Christmas, Hanukkah, Easter, etc. decorations

E. AWNINGS

Only the awning approved by the Board of Directors can be installed. It is the homeowner's responsibility to maintain, remove and reinstall as necessary (e.g., when roofs are repaired/replaced). Awnings are not to be removed when current owner sells the unit. This was an agreement made by the homeowner when the Variance Request was approved. See **Addendum B** in this booklet for specific details.

F. SATELLITE DISHES

The Board of Directors requires the homeowner to notify Woodbridge Group **prior** to a satellite dish or antenna being installed. Notification may be in the form of a letter addressed to Woodbridge Group, P.O. Box 237, Pittsford, NY 14534. See **Addendum C** in this booklet for more specific requirements regarding installation, location restrictions, damages, "Sign Off Sheer etc.

There will be a \$50 fine to the homeowner if a satellite dish is installed without submitting a Variance Request and receiving Board approval prior to installation. See "Addendum J. Information on Fines".

G. DECKS

The HOA has a 3-year painting cycle for decks, fences and doors. Homeowners must notify Woodbridge Group of any needed repairs to deck boards or privacy fences by April 1st so repairs can be completed prior to the start of the painting project. It is best to do this as soon as the needed repairs are first noticed by the homeowner.

Homeowners shall be responsible for the costs of maintaining any and all modifications and/or additions to the original deck, or the addition of a deck if not built at the time of new construction, ***whether the additions were made by the current or a previous owner.***

The Board of Directors will review several bids for the painting project and select the subcontractor to complete the work. **All decks and privacy fences will be stained/painted by this subcontractor** with the following exceptions:

- **Homeowners who have deck or fence addition/modifications and choose to have their addition/modification painted by the HOA will be billed for the cost of the staining/painting the addition/modification.**
- **Homeowners who have deck or fence additions/modifications who wish to paint/stain their own decks MUST notify Woodbridge Group by April 30** of their intent to do so. Homeowners must sign a liability waiver, good ONLY for the painting of the deck, if they are going to do the work themselves. Otherwise, they must hire a licensed contractor with a proper certificate of insurance provided to and approved by the HOA.
- Homeowners or their contractors must use the paint/stain selected by the HOA.
- **Work must be completed by June 15th or two weeks prior to the HOA scheduled painting date. The Homeowner must notify Woodbridge Group and the HOA when the work is completed. The finished work will then be inspected by Woodbridge Group and an HOA Board member. There will be a \$100 fee charged to the homeowner to cover the cost of the two required inspections.**
- If the homeowner fails to notify Woodbridge Group and/or fails to complete the work satisfactorily by the required date, the HOA subcontractor will complete the work and the homeowner will be billed for the cost of the painting/staining.

H. OUTDOOR GRILLS, FIREPLACES, FIREPITS, CHIMENEAS, ETC.

Any type of outdoor fireplace, firepit, chimenea, etc. are NOT ALLOWED.

Outdoor grills should be kept ***at the furthest point from the combustible materials on the building, decks and/or fences.*** If located on a deck, the grill should be at the furthest end of the deck away from the siding even when not in use. (Vinyl siding will melt with intense heat.)

Outdoor grills **without propane tanks** can be stored inside garages at any time. **Propane tanks are not allowed inside garages or buildings by New York State Fire Code** and must be removed from the grill if the grill is being stored in a garage.

These are potential fire hazards that would impact our entire community both physically, financially, etc. should a fire occur.

Damage to deck, siding, etc. will be at the expense of the homeowner.

V. GROUNDS

Homeowners are reminded that they own ONLY the 10ft. of land directly behind their unit as measured from the rear wall of their unit. Everything else is common property and cannot be developed or altered by the homeowner. Additionally, the homeowner is responsible for maintaining that area in accordance with the following rules. If it is not, the HOA will remove all plantings and seed the area. The cost of this work will be charged to the homeowner.

A. SIGNS

The front and side lawns and anything beyond 10ft. behind a unit are COMMON PROPERTY and not for personal postings or advertisements. No signs of any type ("For Sale" or "For Rent", political, contractor, etc.) may be displayed on lawns. One sign only may be displayed; it shall be located inside the front window. "**Open House**" signs may be displayed at both entrances of Chenin and Chardonnay and in front of the unit on the day of the "Open House" only.

Garage Sale: Garage sales are allowed. Residents must remove all signs, arrows, balloons, etc., (including tape or string used to hold them in place), immediately after event is over. All goods must be moved indoors at the end of each day. Garage Sale signs may be displayed only at both entrances of Chenin and Chardonnay on the day of the sale.

**NOTE: PLEASE NOTIFY WOODBRIDGE GROUP IN ADVANCE
IF EITHER OF THE ABOVE SITUATIONS OCCURS.**

B. DECORATIONS

The following decorations are allowed; under the stated conditions:

Lawn Ornaments	Lawn ornaments such as, but not limited to, stone/ceramic deer, elves, pagodas, etc., should be located in the rear patio area only .
Mini Flags	Only one per unit, located in the foundation shrub & stone area only.
Free Standing Shepherd Hooks	Requires approved variance request. Location should be behind the foundation shrub area only. They need to be sunk into the ground. No more than 2 single or 1 double hook is allowed.
Solar Patio Lights	Requires approved variance request. Location should be in the foundation shrub & stone area only. No colored or blinking lights are allowed.
Mailbox	Mailboxes are provided by the HOA in various approved locations. No other mailboxes are permitted. If there is a medical need, approval by the Board of Directors is required <u>before installation.</u> A variance request must be submitted with a letter from the doctor stating the need

for the mailbox. **If approved** by the Board of Directors, a letter from the Post Master at the Fairport Post Office stating their requirements must be submitted to the Board. **No installation should be made until the Southern Hills HOA Board of Directors gives final approval.** The request for a "special" mailbox must be renewed in writing each year.

All seasonal displays that are holiday specific (e.g., Halloween pumpkins, Christmas lights, Easter Bunnies, etc.) **MUST BE REMOVED** 4 weeks after the holiday.

C. PLANTS and TREES

In order to maintain the attractiveness of our community, the following guidelines are to be followed:

Two story units may have up to 3 potted plants placed between the garages of shared driveways by mutual consent. In addition, each unit may have 2 potted plants on the step at the entrance. These pots must be maintained by owner, if not, they will be removed by the HOA. No pots or plants are to be planted in the stone & shrub foundation area.

Ranch units are permitted 1 potted plant in the alcove/alley facing the street. Two pots are also permitted on the step at the entrance and on either side of the garage door. These pots must be maintained by owner, if not, they will be removed by the HOA. No pots or plants are to be planted in the stone & shrub foundation area.

Flowerpots are not allowed on deck railings unless they are securely fastened in place. On a windy day, they could be blown down, causing serious injury to anyone below.

Climbing plants and hanging planters are only allowed in the back of the unit but not attached to the buildings.

The 10-foot area in the rear of the unit should be well maintained by the homeowner (tenants). If it is not, the HOA will remove all plantings and seed the area. The cost of this work will be charged to the homeowner.

Trees may be planted at owner's expense pending Board of Directors' approval. A **variance request must be submitted in writing and approved prior to any additional planting.**

The HOA will maintain the original shrubs at the front and rear of units. Homeowners are responsible for maintaining landscaping that has been changed or altered.

D. RECREATIONAL EQUIPMENT

Hot tubs, basketball hoops, swings, and trampolines ARE NOT ALLOWED OUTDOORS OR IN GARAGES. They are a potential danger and liability to our community.

Children's toys or recreational equipment such as scooters, bicycles, etc., are to be stored in the garage after each use and are not to be left out on lawns or in driveways overnight.

Children's swimming pools are permitted under the following conditions:

The homeowner must be in attendance at all times when the pool is filled with water.

The pool water must be emptied after each use.

The pool must be stored in the garage after each use. Storage on the lawns and decks is unacceptable.

There will be a fine of \$50 if pools are not removed per the requirements above. See "Addendum J. Information on Fines".

VI. PARKING & MOTOR VEHICLES

The posted speed limit on Chenin Run and Nouveau Place is **15 miles per hour. Please be alert for walkers and children playing in the area.**

License plate numbers of all vehicles kept on the premises must be on file in the office of the Homeowners Association and must be up-dated by the owner whenever changes occur. **Guests of residents staying more than two weeks are considered residents for the purpose of this section.**

- Residents must use their garages and driveways for their vehicles to capacity at all times if possible. (Most driveways/garages can accommodate 2 or 3 cars).
- Residents may park any number of vehicles in their driveways so long as the vehicles do not extend into the street.
- Two-story units that have a shared driveway can only use the driveway area directly in front of their garage for themselves and/or their guests.
- The "Parking Pads" which are located around the grounds are for *daily guests* who may choose to use a parking pad rather than their host's driveway.
- Occasionally, residents may need to use a space in a Parking Pad **if their driveway is otherwise in use**, such as by a contractor or repairman.
- **The parking pads are NQT additional parking spaces for residents.** Residents may only use Parking Pads for brief and temporary periods during the daytime. NOT for overnight parking.
- Should a resident require the use of the parking pad for overnight parking, he/she should call Woodbridge Group (585-385-3331) leaving the following information: the make of the vehicle, license plate number, and the unit where the visitor is staying. Woodbridge Group maintains a 24/7 answering service where you can leave your message. Doing so will avoid a parking fine as the answering service will time and date stamp your message. Special situations, such as social gatherings, holidays, etc. will be taken into consideration, but should also be reported.
- If a resident requires the use of the guest parking pads for a 3rd vehicle, a request must be submitted in writing to the Board of Directors. The Board will review the request and approve or deny it. If the request is approved, there will be an

additional monthly assessment of \$40 per month, to the resident. The monthly assessment is subject to change by the Board of Directors.

Violators of parking rules will receive a written warning for the first offense. Subsequent offenses shall result in a fine for each offense and may be subject to towing at the owner's expense.

***Please note that these rules include continuous parking violations using ANY VEHICLE FROM THE SAME HOUSEHOLD.**

From November 1st through March 31st, all vehicles parked in parking areas and driveways must be removed on plowing days between 8:00 A. M. and 12:00 Noon. Vehicles that are not removed from the guest parking pads will either be plowed in or towed at the owner's expense. (Cited from Motor Vehicle Regulations dated May, 2002; Section 1.2 Parking Regulations, 0.1 Winter Parking Regulations.)

Due to fire regulations, residents, guests and contractors/repairmen are NOT PERMITTED to park in the street. Our private roads are narrower than public roads and will not accommodate emergency vehicles if vehicles are parked on the street.

Streets and parking pads may not be used for the storage or extended parking of unlicensed or disabled vehicles, boats, RV's, campers, or commercial vehicles.

Any vehicle bearing a commercial logo, boats, trucks greater than $\frac{3}{4}$ ton, trailers, and motor homes must be parked in the garage. These and any vehicles too large to fit in the garage must be parked or stored off the premises, except while loading/unloading.

All complaints or questions about parking rules/regulations should be directed to the HOA Parking Committee via email to service@woodbridgegroup.com or by calling (385-3331) where it will be time stamped, or to the HOA in writing.

A fine of \$50 for each offense will be levied against homeowner who does not abide by the foregoing rules. See "Addendum J. Information on Fines"

VII. PETS

Two indoor cats or one dog per unit is permitted. Owners and/or residents and guests may not allow pets to run free anywhere in our community, including the Common Areas. Pets must be kept on a leash and accompanied by an adult. (See Article SH, Page 18 or "Covenants & Restrictions"). Dogs should not be tied to the front of units and leashes should not be tied to the trees as they will wear the bark and damage the tree. Dog stakes are allowed in the rear of units only. Invisible fencing is not permitted. If you have more than the allowed number of pets, you will need permission from the Board of Directors.

Anyone walking or playing with a pet MUST pick up pet droppings. Owners will be held responsible for the actions of their pets. Report pets running loose to the Town of Perinton Animal Control (223-5115).

VIII. SCHOOL BUSES

During the school year, the school buses are allowed to drive and stop on both Chenin Run and Nouveau Place. Please be alert for children entering or exiting school buses. 1112021

IX. TRASH & RECYCLE ITEMS

Trash/garbage containers & "blue" boxes should be stored inside the garage.

Please ensure your trash is secured in your containers or plastic trash bags, particularly on windy days. Newspapers can be put in the recycle box either by placing a heavy recycle objects on top or putting them in recyclable bags. This will help keep them from flying around on windy days. If you see papers and other trash in the yards, please pick it up. We do not have any provision for this.

Day of Pick-Up: **Thursday**. (If a holiday falls on a Thursday that pick-up day moves to the following day.) Trash & Recycling are delayed one day on the following holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving and Christmas. If a holiday falls on Saturday, there is no delay.

Recycle boxes should be put by the curbside **no earlier than 5PM Wednesday evening** {Thursday in case of a holiday) and **no later than 7AM Thursday morning**.

Trash barrels and non-recycle goods should be placed in front of your garage door, **no earlier than 5PM on Wednesday evening and no later than AM Thursday morning**.

If you miss these times, there is a fee for a return trip to pick up your trash and/or recycled items.

Trash barrels and recycle boxes should be put back in your garage on the day the Disposal Service has emptied them.

If you have old hot water heaters, washers, dryers, dehumidifiers, etc. to be disposed of, you must call Woodbridge Group. **The Woodbridge Group representative will call the Disposal Service to give authorization for the drivers to pick them up.** The Disposal Service will not pick these items up if they have not been notified in advance. These objects should not be placed in the driveway or on the lawn until the evening before pick-up day.

X. FEES AND ASSESSMENTS

Most of us live in a townhouse community because we are either not interested in worrying about maintaining the exterior of our home and grounds, or we are unable to do it. So, townhouse communities hire a management group to coordinate this work for us. But, whether we do it ourselves or have a management group coordinate having it done for us, it all costs money. These finances are provided to the management group via the monthly assessment. Money is set aside for capital improvements in addition to the daily operating costs for lawn cutting, snow removal, painting, repairs, etc. If the monthly assessments are late, this presents a cash flow problem in paying our bills and paying them on time.

Monthly Assessment Fees are due by the first of the month. A \$20 late fee will be charged to the homeowner if not received by the 10th of the month. Checks returned because of insufficient funds will generate a \$20 penalty. Check penalties are deposited in the general funds of the Homeowners Association.

ANY FEES IN THE ARREARS WILL BE TURNED OVER TO THE HOA'S ATTORNEY FOR APPROPRIATE ACTION. OUTSTANDING FEES ARE CONSIDERED OUTSTANDING DEBTS HELD AGAINST THE HOMEOWNER'S PROPER

XI. LONG TERM ABSENCE

If you are leaving for an extended vacation (e.g., Florida for the winter), please secure the home to guard against waterline breakage and burglary.

- You **MUST** inform the Woodbridge Group office at 385-3331 and provide contact information so you may be reached in case of emergency. Also, please notify Woodbridge Group if someone will be living/using your home and/or driveway during your absence.
- Turn off water and drain the interior plumbing system. Put non-toxic anti-freeze in traps as a precaution.
- Keep your thermostat at a level to give an adequate amount of heat in your home. No lower than 55 degrees is recommended. Be sure snow is kept clear of the heat pump.
- Give someone a key and ask that person to check at least twice a week.
- Discontinue newspaper service and mail delivery.
- *Learn how to shut off your water and unplug electronics in case of emergency.*

XII. SECURITY

To collectively reduce susceptibility to malicious or criminal acts, please:

- Keep a watchful eye for unusual or suspicious activity and report it to the police by calling 911. As a follow up, **contact Woodbridge Group so future precautions may be taken.**
- Keep garage doors closed for the sake of appearance as well as to discourage theft and vandalism.
- Keep things of value in your car out of sight (e.g., radar detectors, cell phones, etc.) when parked in your driveway.
- Prevent telltale signs of absence (e.g., have newspapers collected or stopped).
- Leave your outdoor lights on at night.
- Talk with your neighbors and form a "Neighborhood Watch".

ANY THEFT AND VANDALISM SHOULD BE REPORTED TO THE SHERIFF BY CALLING 911 AND THE WOODBRIDGE GROUP OFFICE AT 385-3331.

XII. RENT OF LEASE OF A TOWNHOME

The Board of Directors recognizes that a homeowner may elect to rent, loan, or lease their unit to other tenants. In this event the homeowner shall comply with the following:

- No Rental/Lease shall be for a period of less than 3 months. No daily or weekly rental/leases are allowed.
- The unit shall be used for residential purposes only.
- All rental or lease agreements must be in writing and include the provision that the renter/tenant and their guests must comply with all provisions of the Declaration, By-laws and Association Rules & Regulations as adopted by the Board of Directors and amended from time to time.
- Owners must provide their renter/tenant with a copy of the HOA's Rules and Regulations. The owners must provide Woodbridge Group with an acknowledgement of the receipt of such Rules and Regulations SIGNED AND DATED BY THE RENTER/TENANT.
- The renter/tenant must submit all requests to the HOA through the property owner.
- Association dues, special assessments, charges, fines, etc. are the personal responsibility of the Homeowner, notwithstanding any provision of the lease. Any fines imposed on the renter/tenant for violations of the Declaration, By-Laws or Rules & Regulations of the Homeowners Association shall be the responsibility of the Owner. Failure by an Owner to pay fines shall be treated like unpaid assessments and the Association shall have the same remedies as for an unpaid assessment.
- Owners of a rented/leased townhouse shall be responsible for any damage and repairs to the lot or building by a renter/tenant, as well as the renter's/tenant's family, guests or pets. Owners may wish to purchase liability insurance.
- Owners must provide Woodbridge Group of the homeowner's new address and contact information. They must also provide updates to their contact information during the duration of the lease.
- Owners who rent or lease their unit must file the **2-page RENTER/LEASE ADDENDUM** ("Addendum I") which can be obtained from Woodbridge Group. Failure to submit this completed form to Woodbridge Group within 30 days of the rental agreement will result in an overdue fee of \$25 per month until the form is filed.

XIV. MAINTENANCE RESPONSIBILITY CLARIFICATION

(See Matrix in Addendum A for more specific items)

It is the responsibility of the homeowner to maintain the interior of their townhome as well as certain exterior items. The exterior items include:

- air conditioning, heat pump units and pads under these units,
- garage door openers,
- garage overhead doors which have been damaged by the homeowner, their guest, their contractor, and tenants, etc., will be the responsibility of the homeowner to repair or replace,
- entrance and sliding/French doors,
- all lock sets/door handles,
- all screens, windows and skylights,
- light fixtures attached to the exterior of the unit. Only Board approved lighting fixtures are acceptable to maintain uniformity.
- fireplace flue cleaning (The fireplace should be cleaned and checked once a year by a professional, certified contractor to prevent fires to the building.),
- all variance items (e.g., storm doors, skylights/roof windows, deck spindles, decks, awnings, etc.) ***which were added by the current or previous owners,***
- routine maintenance of windows, patio doors and entrance doors are the homeowner's responsibility. Examples of these conditions are as follows:
 - Glass fogging
 - Weather stripping replacement
 - Doors or windows sticking/alignment.

Painting of exterior door surfaces (entrance and garage) are the Homeowners Association's responsibility. Replacement of the garage overhead door or other doors due to deterioration is the responsibility of the Homeowners Association with the following exception: ANY DOOR THAT HAS BEEN PENETRATED BY A DOOR KNOCKER, NAILS, HOOKS, ETC., BY A PREVIOUS OR CURRENT HOMEOWNER, HIS/HER GUEST, CONTRACTOR, TENANT, ETC., IS THE RESPONSIBILITY OF THE HOMEOWNER TO REPLACE.

XV. INSURANCE

Our HOA insurance covers damage to the **exterior structure and what was originally built with the unit** - i.e., cabinets, counters, floor, and decks. Any modifications such as deck additions, finished basements, hardwood floors, new countertops, cabinets, or faucet upgrades are NOT covered. In the case of a fire, flood, or any disaster, homeowners need to insure their personal property and/or any improvements done to the unit. The homeowner needs to have enough insurance to cover the replacement cost of those items.

ADDENDUMS

- A. MAINTENANCE RESPONSIBILITY MATRIX
- B. AWNINGS
- C. SATELLITE DISHES
- D. WINDOW REPLACEMENTS
- E. PATIO DOOR REPLACEMENTS
- F. STORM DOOR ADDITION OR REPLACEMENT
- G. WILDLIFE FEEDING
- H. BUILDING ADDITION
- I. RENTER/LEASE ADDENDUM & INFORMATION SHEET
- J. INFORMATION ON FINES

MAINTENANCE RESPONSIBILITY MATRIX

For quick reference only. Contact Woodbridge Group with questions and/or more detailed information.

Maintenance	Association	Homeowner
Plumbing, Heating & Cooling		
Exterior Plumbing (if any)	None	All
Hose Bib (Outside Faucet)	None	All
Interior Plumbing	None	All
Heating/Cooling. AC pad. leveling	None	All
Windows		
Glass. Sash, Screens & mullions	None	All
Replacement	None	All - see Addendum D
Window Hardware <hinges. locks)	None	All
Exterior Caulking. Painting & Staining	All	None
Window well (Basement)	None	All
Overhead Garage Doors		
Door -paint. rust rot	All	None
Hinges, Springs, Tracks, Cables, Locks, Weather-stripping	None	All
Lifting Mechanism	None	All
Exterior Doors		
Exterior Painting, Staining. Caulking	All	None
Storm & Screen	None	All - see Addendum F
Garage Interior Door	None	All
Entrance door replacement - paint, rust. rot	All	None
Patio Door replacement	None	All
All Locks & Door Hardware	None	All
Frames & Trim	Exterior Only	Interior
Weather-stripping	None	All
Doorbell	None	All
House Numbers (black only)	All	None
Concrete Floors		
Garage	None	All
Front Sidewalk & Stoop	All	None
Basement	None	All
Water on basement floor	Limited to grading- See Rainwater/Snowmelt/Sumps	All
Walls		
Block Wall Structural Integrity	All	None
Exterior Siding & Related Trim (Soffits, Drip Edges. etc.)	All	None
Steel Basement Columns & Foundation	None	All
Damp basement walls	Limited to grading	All
Front Stoop		
Concrete	All	None
Porch Light: repairs & replacement	None	All

Maintenance	Association	Homeowner
Sewage		
Internal	None	All
Basement Cleanout	None	All
Rainwater/Snowmelt/Sumps		
Gutters	All	None
Downspouts	All	None
Grading of soil around units	All	None
Sump Pumps & Check Valves	None	All
Damage due to Ice Damming, Rain, Snow Melt	Exterior - All	Interior - All
Catch Basin. Laterals. Downspouts	All	None
Chimneys & Fireplaces		
Interior Components & Cleaning	None	All
Liner	None	All
Exterior Components		
Cap - Concrete	All	None
Structural	All including caulking	None
Chimney Cover - Metal	None	All
Vents/Fans		
Dryer Vents	None	All
Bathroom Vents	None	All
Kitchen Vents	None	All
Sewer Roof Vents	None	All
Soffit Vents	All	None
Interior Fan	None	All
Bird nests in vents	All	None
Decks, Patios, Privacy Fences		
Original	All	None
Additions or modifications made by current or previous homeowners	None	All
All APPROVED Homeowner Installed Improvements	None	All
Roofs		
Shingles	All	None
Underlayment	All	None
Sheathing	All	None
Roof Vent	All	None
Flashing/Drip Edge	All	None
Skylights		
Framing /Flashing	Exterior only	None
Glass or Full Replacement	None	All
Common Areas		
Grass	All except watering	Watering
Trees	All trees planted by HOA (except watering). Replacement at Board discretion	All trees planted by current or previous owner
Shrubs	Front yard & all planted by HOA in back yards except watering	All landscaping done by previous/current owner; watering & shrubs damaged by pets
		<i>11/2021</i>

Maintenance	Association	Homeowner
Roadways	All	None
Sidewalks	All	None
Driveways	All	None
Mailboxes (US Postal Service)	All	None
Services & Infrastructure		
Electric/Meter	None	All
Refuse & Recycling	All routine removal	All special pick-ups
Snow Removal - Roads, Driveways, Sidewalks	All - except stoop	None
De-icing driveways, stoops & sidewalks	None	All- Note Proper Use: Blacktop: salt or calcium chloride Concrete/ Stoop: calcium chloride only
Roof-raking	All - need determined by Woodbridge Group	None
Insurance		
Structures & Common Areas Master Fire & Liability	All - Unless caused by 'Negligence or Wanton Malicious Act of Owners'	None
"Improvements & Betterments" by Homeowner (HO-32)	None	All
Personal Contents. Liability. Umbrella (HO-6)	None	All
Miscellaneous		
Awnings	None	All - See Addendum B
Cable TV	None	All
Telephone	None	All
Satellite Dish	None	All - See Addendum C
Interior Fire Door	None	All
Undomesticated Animal for example: woodchuck, chipmunk) and Unknown (stray) Domesticated Animal Removal	None	All
Building Maintenance Threat (for example: termites, bees, birds, undomesticated animal) which affects the Structural Integrity of the unit or lawn	All	None
Insects - Interior	None	All
Grading of Soil & Landscaping - front of units 10 ft behind rear of units	All None	None All
Exterior Lighting: & Receptacles		
Front Door Lights & Bulbs	None	All
Garage Lights & Bulbs	None	All
Post Lights & Bulbs	All	None
Rear Flood Lights (Upper & Lower)	None	All
Any & All Additional Exterior Lighting installed by Owner (Variance required)	None	All

ADDENDUM "B"

AWNINGS

An awning may be installed **after the approval of a Variance Request**. The following conditions apply to the installation of all awnings:

1. ***Manufacturer make and model must be approved by the Board of Directors.***
2. The size must be clearly stated on the variance request and may not exceed the size of deck or patio.
3. Wiring and electrical cord must meet the electrical code of the Town of Perinton.
4. Awning **must stay** with the home if the original homeowner moves.
5. Awning trim (scaloped only) and color must be specified on the variance request and must match color and style approved by the Homeowners Association.
6. The awning must be installed professionally. If there is a need to remove the awning (e.g., reproofing, damage, etc.) it must be done by a professional awning installer and reinstalled by the same **at the expense of the homeowner.**
7. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming the Townhomes of Southern Hills HOA as the insured.
8. The homeowner is responsible for all maintenance and repair of the awning.
9. Any homeowner who installs an awning without PRIOR approval via a variance request will be asked to remove the awning **at the expense of the homeowner.**
10. Questions regarding the installation of an awning should be directed to Woodbridge Group.

Any violation of the specifics of this addendum may subject the homeowner to a fine.

1. A letter will be sent to the homeowner explaining the violation and fine amount.
2. The homeowner will have 7 days to request clarification or appeal the violation. Otherwise, the homeowner will have 30 days to correct the violation before the fine is levied.
3. The homeowner will be notified that the fine is being assessed
4. Any fine not paid within 30 days will be assessed to the monthly HOA fee which will result in the HOA fee being in arrears and subject to a \$20 late fee each month until paid up.

ADDENDUM "C"

SATELLITE DISHES

These minimum guidelines apply to satellite dish installations within all units. Installation is at the discretion of the Landlord when a resident does not own the unit. (A tenant will require permission from the Landlord.)

HOMEOWNERS (OR TENANTS) CANNOT INSTALL THE SATELLITE DISH. IT MUST BE INSTALLED BY A CERTIFIED INSTALLER.

INSTALLATION NOTIFICATION:

The Board of Directors is requesting the homeowner to notify Woodbridge Group **prior** to a satellite dish or antenna being installed. Notification may be in the form of a letter addressed to Woodbridge Group, P.O. Box 237, Pittsford, N.Y. 14534. A list of preferred installation locations follows:

INSTALLATION CONTRACTORS' CERTIFICATE OF INSURANCE:

Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming the Townhomes of Southern Hills HOA as the insured.

INSTALLATION:

The cable leading to the inside of the unit to connect the dish shall be internal to the building and shall not be run externally on the building.

All external locations for the installation of the satellite dish shall be properly grounded for reception and lightning as determined by the installer.

The installation shall comply with all town, county and state regulations and codes.

The color of the dish should match the color of the unit's siding if not located on the roof.

DAMAGE RESPONSIBILITY:

Any damage or deterioration to the building's structure or common areas as a result of the dish shall be repaired at the homeowner's expense within a reasonable time period. Lightning strike damage to the dish, the associated mounting equipment and the structure of the building is the responsibility of the homeowner.

REPAIRS:

All satellite dish repairs, roof repairs, siding repairs, leaks and/or problems associated with or caused by the satellite dish shall be the responsibility of the homeowner.

TEMPORARY & PERMANENT REMOVAL:

If installed on the property maintained by the Homeowners Association, and any maintenance requires temporary removal of the dish, the homeowner shall be responsible for the removal and reinstallation for the dish. If the homeowner does not remove the dish, the Homeowners Association may do so at the homeowner's expense. The Homeowners Association is not responsible for any damage to the dish due to the removal.

Any permanent removal of a satellite dish shall require the homeowner to restore the location to its original condition within a reasonable period of time. The Board of Directors will review the restoration to insure it meets with the approval of the Homeowners Association.

PREFERRED INSTALLATION LOCATIONS:

The primary preferred location is within the area owned by the homeowner. This area is defined as 9 feet behind the townhouse by the width of the townhouse.

If the primary location is not possible as determined by the Contractor, the next preferred location is under a rear or side soffit.

If all other locations are deemed not possible by the Contractor, the next preferred location should be on the rear section of the roof, not visible from the street. Mountings to the roof will require penetration of the roof surface. This area shall be properly sealed after installation. Any leaks or roof damage to the interior or exterior due to the installation shall be the responsibility of the homeowner.

PROHIBITED INSTALLATION LOCATIONS:

No dish shall be installed outside the exterior dimensions of each homeowners unit.

No dish shall be installed on the roof front of the unit, visible from the street.

No dish shall be installed in the common areas, which currently consist of:
 all grass areas around the property,
 roadways,
 parking pads,
 front beds,

SIGN OFF SHEET

If the unit is sold, the dish and bracket must be removed unless the new homeowner signs an agreement sheet accepting responsibility for the dish.

Any violation of the specifics of this addendum may subject the homeowner to a fine.

1. A letter will be sent to the homeowner explaining the violation and fine amount.
2. The homeowner will have 7 days to request clarification or appeal the violation. Otherwise, the homeowner will have 30 days to correct the violation before the fine is levied.
3. The homeowner will be notified that the fine is being assessed.
4. Any fine not paid within 30 days will be assessed to the monthly HOA fee which will result in the HOA fee being in arrears and subject to a \$20 late fee each month until paid up.

ADDENDUM "D"

WINDOW REPLACEMENT

Windows may be replaced **after the approval of a Variance Request**. The following conditions apply to the replacement of all windows:

1. Manufacturer make and model must be approved by the Board of Directors. The approved window is Marvin Window. Specifications are available from Woodbridge Group.
2. The size, style, color and materials must be clearly stated on the variance request.
3. Once the variance request is approved and signed by the board members and all insurance certificates are received in the Woodbridge Group office, the installation can begin.
4. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming the Townhomes of Southern Hills HOA as the insured.
5. The homeowner is responsible for all debris removal and cleanup of exterior after the installation.
6. All repairs to the roof, siding, leaks and/or problems associated with the installation of windows shall be the responsibility of the homeowner.

Any violation of the specifics of this addendum may subject the homeowner to a fine.

1. A letter will be sent to the homeowner explaining the violation and fine amount.
2. The homeowner will have 7 days to request clarification or appeal the violation. Otherwise, the homeowner will have 30 days to correct the violation before the fine is levied.
3. The homeowner will be notified that the fine is being assessed.
4. Any fine not paid within 30 days will be assessed to the monthly HOA fee which will result in the HOA fee being in arrears and subject to a \$20 late fee each month until paid up.

ADDENDUM "E"

PATIO DOOR REPLACEMENT (Sliding/French Doors)

Patio doors may be replaced **after the approval of a Variance Request**. The following conditions apply to the replacement of all patio doors:

1. The size, style, color and materials must be clearly stated on the variance request.
2. Once the variance request is approved and signed by the board members and all insurance certificates are received in the Woodbridge Group office the installation can begin.
3. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming the Townhomes of Southern Hills HOA as the insured.
4. The homeowner is responsible for all debris removal and cleanup of exterior after the installation.
5. All repairs to the roof, siding, leaks and/or problems associated with the installation of a patio door shall be the responsibility of the homeowner

Any violation of the specifics of this addendum may subject the homeowner to a fine.

1. A letter will be sent to the homeowner explaining the violation and fine amount.
2. The homeowner will have 7 days to request clarification or appeal the violation. Otherwise, the homeowner will have 30 days to correct the violation before the fine is levied.
3. The homeowner will be notified that the fine is being assessed.
4. Any fine not paid within 30 days will be assessed to the monthly HOA fee which will result in the HOA fee being in arrears and subject to a \$20 late fee each month until paid up.

ADDENDUM F

STORM OR SCREEN DOOR ADDITION OR REPLACEMENT

Storm doors may be replaced **after the approval of a Variance Request**. The following conditions apply to the replacement of all storm doors:

1. Contact the Woodbridge Group office for a variance request form and the information on the pre-approved style of storm door.
2. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming the Townhomes of Southern Hills HOA as the insured.
3. The homeowner is responsible for all debris removal and clean-up of exterior after the installation.

Any violation of the specifics of this addendum may subject the homeowner to a fine.

1. A letter will be sent to the homeowner explaining the violation and fine amount.
2. The homeowner will have 7 days to request clarification or appeal the violation. Otherwise, the homeowner will have 30 days to correct the violation before the fine is levied.
3. The homeowner will be notified that the fine is being assessed.
4. Any fine not paid within 30 days will be assessed to the monthly HOA fee which will result in the HOA fee being in arrears and subject to a \$20 late fee each month until paid up.

ADDENDUM "G"
WILDLIFE FEEDING

Feeding of the wildlife on all property at the Townhomes of Southern Hills is prohibited.

This includes, but is not limited to:

1. Birdfeeders
2. Bird Baths
3. Loose scattered food
4. Deer salt blocks
5. Squirrel feeders

Any violation of the specifics of this addendum may subject the homeowner to a fine.

1. A letter will be sent to the homeowner explaining the violation and fine amount.
2. The homeowner will have 7 days to request clarification or appeal the violation. Otherwise, the homeowner will have 30 days to correct the violation before the fine is levied.
3. The homeowner will be notified that the fine is being assessed.
4. Any fine not paid within 30 days will be assessed to the monthly HOA fee which will result in the HOA fee being in arrears and subject to a \$20 late fee each month until paid up.

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ADDENDUM "H"

BUILDING ADDITION

A building addition can be added after the approval of a Variance Request. The following conditions apply to a building addition.

1. The homeowner will be financially responsible for all costs associated with an addition to the townhome. This includes all permits, architectural plans, demolition construction, repairs to existing property and future maintenance of the addition. Any damage to the existing townhome, adjoining townhomes, property or common areas will be the responsibility of the homeowner. When the association performs special projects such as roof replacement, gutters, painting, power washing, etc., the cost for these projects on the building addition shall be at the homeowners expense. All repairs to the roof, siding, leaks and/or problems associated with the new addition shall be the responsibility of the homeowner. The homeowner is also responsible for the debris removal and clean-up of the exterior after the installation.
2. The homeowner must include the following in the variance request:
 - a. A completed Variance Request Application.
 - b. A detailed building addition architectural plan with measurements, style, color, and materials list.
 - c. A detailed timeline of construction.
 - d. All subcontractor contact information and certificates of insurance.
3. The approval shall be in writing from the Board of Directors. Additional conditions may be included in the approval. Please Refer to Section IV, A, Variance Requests on page 5 of the Rules and Regulations.
4. Once the variance request is reviewed by the Architectural Committee and approved by the Board of Directors, a copy of the building permit from the Town of Perinton must be submitted and kept on file at the Woodbridge Group office. Once the project is complete, the Certificate of Occupancy for the addition must be submitted and kept on file at the Woodbridge Group office.
5. Once the variance request is approved and signed by the Board members and all insurance certificates and building permits are received in the Woodbridge Group office, the project construction can begin.
6. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming The Townhomes of Southern Hills HOA and Woodbridge Group as additionally insured.
7. This variance is transferable with the sale of the unit and that you (and future owners) are solely responsible for the maintenance and upkeep once these changes are implemented.

Any violation of the specifics of this addendum may subject the homeowner to a fine.

1. A letter will be sent to the homeowner explaining the violation and fine amount.
2. The homeowner will have 7 days to request clarification or appeal the violation. Otherwise, the homeowner will have 30 days to correct the violation before the fine is levied.
3. The homeowner will be notified that the fine is being assessed.
4. Any fine not paid within 30 days will be assessed to the monthly HOA fee which will result in the HOA fee being in arrears and subject to a \$20 late fee each month until paid up.

ADDENDUM "I"

RENTALEASE ADDENDUM

TOWNHOMES OF SOUTHERN HILLS RENTAL/LEASE ADDENDUM (page 1)

ADDRESS OF UNIT: _____

OWNER'S NAME(S): _____

OWNER'S CONTACT INFORMATION:

ADDRESS: _____

(Street)

(City)

(Zip)

PHONE#: (Home) _____ (Work). _____

(Cell) _____

EMAIL ADDRESS _____

CURRENT TERM OF RENTAL/LEASE (3-month minimum) _____

START DATE: _____ END DATE: _____

RENTER/TENANT NAME(S): _____

OF OCCUPANTS: _ _ # OF CHILDREN: _ _ PETS: _ _

RENTER/TENANT CONTACT INFORMATION:

PHONE#: (Home) _____ (Work). _____

(Cell) _____

Email ADDRESS _____

NUMBER OF VEHICLES: _____

LICENSE PLATE(S):

STATE: _ PLATE#: _____ MAKE: _____ COLOR: _ _

STATE: _____ PLATE#: _____ MAKE _____ COLOR _ _

TOWNHOMES OF SOUTHERN HILLS RENTAL/LEASE ADDENDUM (page 2)

ADDRESS OF RENTAL/LEASED PROPERTY _____

The owner/landlord and renter/tenant of the rental property listed above have read, understand and agree to abide by the Townhomes of Southern Hills Rental policy and current Rules & Regulations document. The owner/landlord acknowledges their responsibility for ensuring that the rental/lease parties are conversant with and agree to abide by the same Rules & Regulations. The renter/tenant acknowledges they have received and agree to abide by the same Rules and Regulations.

- No rental/lease shall be for a term of less than 3 months. No daily or weekly rental/leases are allowed.
 - The unit shall be used for used for residential purposes only.
 - All rental or lease agreements must be in writing and include the provision that the renter/tenant and their guests must comply with all provisions of the Declaration, By-Laws and Association Rules & Regulations as adapted by the Board of Directors and amended from time to time.
- Owners must provide their renter/tenant with a copy of the HOA's Rules and Regulations. The owners must provide Woodbridge Group with an acknowledgement of the receipt of such Rules and Regulations SIGNED AND DATED BY THE RENTER/TENANT.
- The renter/tenant must submit all requests to the HOA through the property owner.
- Association dues, special assessments, charges, fines, etc. are the personal responsibility of the Homeowner, notwithstanding any provision of the lease. Any fines imposed on renters/tenants for violations of the Declaration, By-Laws or Rules & Regulations of the Homeowners Association shall be the responsibility of the Owner. Failure by an Owner to pay fines shall be treated like unpaid assessments and the Association shall have the same remedies as for an unpaid assessment.
- Owners of a rented/leased townhouse shall be responsible for any/all damage and repairs to the lot or building by a renter/tenant, as well as their family, guests or pets. Owners may wish to purchase liability insurance.
- Owners who rent or lease their unit must file the **RENTER/LEASE ADDENDUM** (Addendum I) which can be obtained from Woodbridge Group. Failure to submit this completed form to Woodbridge Group within 30 days of the rental/lease agreement will result in an overdue fee of \$25 per month until the form is filed.
- Owners must provide Woodbridge Group of the homeowners new address and contact information. They must also provide updates to their contact information during the duration of the lease.

By signing below, the Owner/Landlord and Renter(s)/Tenant(s) agree to the terms of the **TOWNHOMES OF SOUTHERN HILLS RENTAL/LEASE ADDENDUM.**

Date: _____

Owner/Landlord Signature: _____

Date: _____

Renter(s)/Tenant (s) Signature(s): _____

ADDENDUM J

INFORMATION ON FINES

Any violation of the specifics of the Rules & Regulations may subject the homeowner to a fine.

The following procedures will be followed regarding such fines:

1. A letter will be sent to the homeowner explaining the violation and fine amount.
2. The homeowner will have 7 days to request clarification or appeal the violation. Otherwise, the homeowner will have 30 days to correct the violation before the fine is levied.
3. The homeowner will be notified that the fine is being assessed.
4. Any fine not paid within 30 days will be assessed to the monthly HOA fee which will result in the HOA fee being in arrears and subject to a \$20 late fee each month until paid up.
5. Non-compliance may result in legal action including placing a lien on the property at the expense of the homeowner.

Following is a list of **some** of areas where fines may be assessed:

1. Awnings - See Addendum "B"
2. Satellite Dishes - See Addendum "C"
3. Fireplace and Chimney Inspections - See page 7 of Rules & Regulations
4. Swimming Pools, Hot Tubs, Outdoor "Fireplaces" and other Recreational Equipment- See page 11-12 of Rules & Regulations
5. Parking Violations- See pages 12-13 of Rules & Regulations
6. Replacement Doors and Windows - See Addendums "D" and "E"
7. Storm or Screen Doors - See Addendum "F"
8. Wildlife Feeding - See Addendum "G"
9. Building Additions - See Addendum "H"
10. Rental/Lease-See page 16 13-14 of Rules & Regulations and Addendum "I"