

Hamilton Place

Homeowners
Association, Inc.

Rules
&
Regulations

October, 2020

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HAMILTON PLACE HOMEOWNERS ASSOCIATION RULES and REGULATIONS

INTRODUCTION:

When you purchased your Townhome, you were given a copy of the Offering Plan (Prospectus), which outlines rules and regulations (General Covenants and Restrictions) Article X for living at Hamilton Place. You were requested to sign a document stating that you had read the Offering Plan and agreed to abide by these rules and regulations. Therefore, your commitment to abide by these rules and regulations was established when you purchased your townhome. This commitment extends to your family, guests and tenants. Subsequent purchasers of property in Hamilton Place are also equally responsible for compliance with the Offering Plan when they sign the deed. The following are a supplement to the Rules and Regulations governing the Hamilton Place Homeowners Association and are being published to consolidate the rules into a single document. In addition to this publication all other Covenants and Restrictions outlined in the offering plan must be adhered to. The corporation entity, which you are a member of, Hamilton Place Homeowners Association Inc., 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. OUTSIDE APPEARANCE:** Any proposed permanent change to the appearance of the outside of a Hamilton Place residence, or any problem with exterior maintenance must be submitted in writing to the managing agent for action. Change requests must be submitted on a completed “Variance Form” for processing thru the Board of Directors. The form is available thru the Managing Agent.
- 2. PETS:** Town ordinance regarding all animals shall govern all Hamilton Place property. Homeowners may have One (1) dog or One (1) cat, fish kept in an aquarium or birds kept in a cage. No animals, birds, reptiles or insects shall be kept or maintained on Association property. The Board, may, from time to time, impose reasonable rules and regulations setting forth the type of pets allowed.

Dogs or cats shall not run unattended outside. The Board shall have the right at its sole discretion to require any member of the Association, any tenant of any member or any family member or guest of any member or tenant to remove any animal, bird or insect from Association property. (See article X pg.81) No dog or cat shall be kept or left unattended on the grounds, in the garages, patios or decks at any time, whether or not chained, caged or tethered. No pet waste shall be deposited or left anywhere on the grounds. Pet waste must be removed immediately as it attracts rodents, insects, and causes landscape maintenance problems. If an animal is found that is in violation of these Rules and Regulations, the Association or its Managing Agent or their employees may contact any local municipal authority with power to impound animals without any liability on the part of the Association, its directors, agents or employees.

3. **PARKING:** It is important that all homeowners use common courtesy when parking vehicles. Homeowners parking will be limited to the owners' private driveway and garage. No overnight parking is permitted on the streets, unless associated with general maintenance by the Association, such as driveway sealing. Overnight or long term guests should park in the homeowner's driveway or the designated guest parking areas. There is to be no parking on lawn areas, and no vehicle should block any driveway, or mailbox access. Parking violations are subject to fines and towing at owner's expense
4. **VEHICLES WITH BUSINESS MARKINGS, LABELS OR DECALS AND OVERSIZE VEHICLES:** No overnight parking in the streets or driveways of any vehicle with business markings, labels or decal imprinted on or attached to the body of the vehicle. Exceptions may be made in case of an emergency or national holiday. Oversize vehicles that cannot access the standard garage requires a variance to be left parked in a driveway.
5. **BOATS, TRAILERS, RECREATIONAL VEHICLES:** Any boat, trailer or recreational vehicle must be parked in a garage. The Managing Agent may grant short term parking privileges (not to exceed 48 hours without written approval of the Board) on an individual basis. Under no circumstances will the special parking privileges extend beyond (7) days.

- 6. UNREGISTERED/UNLICENSED MOTOR VEHICLES:** Unregistered/unlicensed motor vehicles, which includes mini-bikes, trail-bikes, go-carts, snowmobiles, mopeds, etc., are prohibited from operating or remaining on Association property, overnight, for more than 72 hours within a month, or they must be parked in a garage. Unlicensed motor vehicles violating these Rules and Regulations shall be towed at the owner's expense.
- 7. SIGNS:** One Realtor sign is generally allowed WITH BOARD APPROVAL on the front lawn only. An open house sign may be attached to the sign on the day of the open house. Realtor signs shall not exceed 24" wide by 36" long, mounted on a 40" high stand, and shall not be erected on a post that is inserted in the property's ground or soil. Driven posts and stake signs are acceptable. The "for sale" sign must be placed approximately midway between the curb and front of the townhome and removed upon SALE of the property. Signs indicating that a house is protected by a security system must be limited to one (1) sign at the front of the unit near the main entrance and small signs posted on the inside of individual homes. No other signs are permitted without the Board's written approval.
- 8. EXTERIOR MODIFICATIONS:** No exterior modifications or alterations can be made without the written approval of the Board. All requests for siding, decks, patios, plantings, windows, doors, etc., must be submitted in writing to the Managing Agent and must include written plans and specifications/colors. Any modification made without prior approval of the Board of Directors will be subject to removal by the Association at the homeowner's expense.
- 9. INTERIOR MODIFICATIONS:** All work with respect to the interior of any unit shall be done during the hours of 8:00AM to 6:00PM Monday thru Saturday so as not to disturb the quiet use and enjoyment of other owners. No structural changes are to be made to any townhome without Board approval. All building codes are to be followed, including obtaining any necessary permits at owner expense. All contractors on Association property must provide Owners, the Association and Property Manager with a certificate of insurance naming each as additional insured on Liability and Worker's Compensation Insurance held by such contractor. No Insurance!! No permission to work!!

- 10. INSURED CONTRACTORS:** This is necessary to repeat. All contractors on association property must be properly insured! Contractors must provide the Association and Property Manager with a certificate of insurance naming Hamilton Place HOA and the Woodbridge Group as additional insured on Liability and Worker's Compensation Insurance held by such contractor. No Insurance!! No permission to work!!
- 11. DECORATIONS:** A variance must be obtained for the installation of lawn decorations, such as bird feeders, statues, windmills etc. that may interfere with lawn mowing, foundation planting maintenance and/or snow removal.
Holiday decorations may be displayed two weeks prior to, and two weeks after the observance of the holiday. After these dates, the Board requires removal of displays and if not completed will remove them and charge the owner for costs of removal. Decorations cannot be installed using nails, screws or other devices requiring penetration of the wood / siding.
- 12. THE AMERICAN FLAG:** (not larger than 30" x 48") may be displayed between the hours of sunrise to sunset. The flag must be taken down at dusk each day, unless lighted. It must not be displayed if it is tattered or faded. It should be mounted on the vertical trim board alongside of the garage overhead door. The United States flag should be mounted and flown at all times according to proper flag protocol. The only exception to the American flag protocol is a community wide flag program that the Association monitors.
- 13. PLANTING OF SHRUBBERY OR FLOWERS:** The existing foundation plantings shall not be altered without board approval. Homeowners with plantings that have not received written approval shall be requested to remove them. If the plantings are not removed, the Managing Agent shall remove them at the homeowner's expense. A variance is required for anything permanently affects the exterior appearance; this includes adding gardens and planting trees, shrubs and perennials. The variance request should include a diagram showing the location, type and quantity of proposed plantings. It is the owner's responsibility for maintaining planting beds of flowers he/she plants. The Association cannot take responsibility for flowers planted that interfere with the normal pruning and maintenance of Association controlled planting areas. Planting vegetables, except in flowerpots, is not permitted because they attract unwanted animals.

- 14. 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.
- 15. RENTAL OF HOMES:** A Home Owner may only lease or rent his home to a tenant pursuant to a written lease on a single occasion during any consecutive, twelve month period beginning on the date of commencement of the lease term for that tenant's sole use and occupancy during such twelve month period. To facilitate and protect the health, welfare and safety of all Home Owners, the lease of a Home to any person, corporation, limited liability company, partnership or other business entity or its representatives, agents, successors or assigns to provide temporary housing for transient employees or other tenants in possession and resident in the community must comply with the requirements.

Subleasing consistent with this section by a proper tenant shall be permitted only on prior approval of the Board of Directors.

All leases of the community shall be in writing and shall comply with the provisions of the Declarations of "one-family occupancy" as well as these By-Laws and the House Rules and Regulations. The Home Owner must also notify the Board of Directors and provide tenant contact information to the Property Manager.

All tenants or occupants under a lease must comply with all provisions of the declarations, the By-Laws and the House Rules and Regulations of this community. The owner of a leased unit shall be held responsible for any and all infractions of such regulations by a tenant or other occupant. Any lease entered into for rental must contain a clause pursuant to which the tenant acknowledges that he has received a copy of the House Rules and Regulations.

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

The Home Owner shall be responsible for remedying any violation. If the violation is not remedied or if the Board of Directors shall determine

that the violation is of such a nature as to justify termination of the lease, then the Board of Directors shall notify the Home Owner to immediately institute and diligently pursue, at the Home Owners expense, an action in an appropriate court to remove the Tenant from the community based upon the breach of the lease and/or for the violation of the Declarations, By-Laws or House Rules and Regulations. In the event the Home Owner fails to fulfill his obligation to pursue such an action, the Board shall have the right, but not the duty, to institute and pursue such an action as attorney-in-fact for the Home Owner at the Home Owner's sole cost and expense, including but not limited to court costs, expenses and legal and other professional fees incurred.

16. **TRASH REMOVAL:** Trash removal occurs on a specific day each week. Containers with secure lid fasteners shall be placed at the curb within 24 hours of the scheduled pick-up and removed promptly the same day after the trash has been picked up. The secure containment of refuse is required to prevent nocturnal animals and adverse weather conditions from causing a refuse mess. All trash and trash containers must be stored inside a garage. If you plan on placing large items out for removal by the refuse carrier, please contact the refuse company in advance to arrange for pick-up. Under no circumstances should furniture or similar objects be placed at the curb except on trash day. There may be a charge for certain items such as refrigerators due to recycling Freon gas that is the owner's responsibility. Any problems, complaints, or concerns regarding the service should be directed to the Managing Agent. No loose papers or recycling material shall be placed without securing it from winds. Any area trash clean-up required from debris that blows around will be charged to the unit/units adjacent to the refuse spill.
17. **COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY:** No wholesale or retail business, service occupation or home business shall be conducted in or on any lot or other portion of the property without the consent of the Board.
18. **NOISE:** Stereos, radios, televisions, motor vehicles, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., can also disturb the peace and quiet enjoyment to which your neighbors are entitled. The best rule is that noise should not be heard within a neighbor's house with the windows closed.

19. **STORM DOORS:** A variance is required prior to the installation of any storm door. All new or replacement door installations should be white.
20. **GARAGE DOORS:** Garage doors cannot be left open from dusk to dawn when the garage is unoccupied. Unattended open garages can attract unwanted animals, rodents, and people. Garages cannot be used as a dwelling of any type, seasonal or otherwise, nor for commercial purposes.
21. **OUTSIDE ANTENNAE/CABLE/ PHONE SERVICE/ABOVE SURFACE UTILITIES:** No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting or receiving 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 Property Manager and reviewed by the Board of Directors before final approval can be given. All approvals must satisfy the requirements of the Federal Communications Commission, and /or other agencies with jurisdictional authority.

Phone cables - Cable T.V. or Satellite Dish wires need to be concealed along the drip edge of siding secured to the building and follow corner boards vertically up/down the building face. No wires shall be strung vertically across the face of a building surface causing unsightly installations. The Landscape contractor will not be held responsible for cutting any unsecured wiring.

Satellite Dish Guidelines: No more than (2) dishes per unit. The variance for this type of antenna will require the exact location and method of attachment. Provide sketches if necessary. Contractor needs to verify reception at this location before submission of variance. The contractors name, address, phone number and certificates of insurance for General Liability (\$1,000,000.), (Workers Compensation – statutory limits) naming the Hamilton Place Homeowners Assoc. and Woodbridge Group as property manager as additional insured's is required.

Contractor will also need to sign a hold harmless form.

- a) All variance requests will be responded to within 30 days.
- b) The cable shall wherever possible be concealed within the building.
- c) The dish color shall be as unobtrusive as possible and as close in color to the building as possible.
- d) Installer shall properly ground any external portion of antenna.

- e) Property owner shall be responsible for any damage to the structure or common areas.
- f) Lightning strikes or wind damage to the antenna shall be the owner's responsibility.
- g) Any and All repairs to the antenna, mounting, or building including roof leaks is the owner's responsibility.
- h) If the antenna is installed on common property and requires removal for any maintenance reason, the owner has the responsibility for removal and reinstallation of the antenna. If the owner does not remove the antenna the association may do so at the owner's expense. The Association will not be liable for any damage to the antenna caused by removal or replacement.
- i.) Owner shall be responsible to have any new purchaser accept the responsibility of the dish antenna per the approved variance or the antenna shall be removed and the building restored to original condition at owner's expense prior to transfer of title.

APPROVED ANTENNA LOCATIONS:

- The deck area is desired and the height of the dish should not exceed the height of the privacy fencing.
- If the deck is not desirable for reception then the rear roof location is preferred. If rooftop location is necessary and to face the southwest requires frontal view then the antenna should be rear mounted with just the dish facing out over the rooftop for maximum concealment. Roof mounting requires proper sealant between the dish and shingles. Remember owners are responsible for any roof leaks and interior damage from perforations and antenna mounting, or cable connectors. Cable on roofs need to be secure and follow the drip edge or inside flashing areas for best concealment even if more cable is required.

PROHIBITED LOCATIONS FOR ANTENNAE:

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

22. HAMILTON PLACE HOA EXTERIOR SECURITY CAMERA

GUIDELINES: Homeowners are required to submit a Request for Variance for all exterior modifications including personal security cameras and doorbells.

- These guidelines apply to all exterior security cameras and Ring type doorbells.
- Great care should be given to the concept of privacy. Owners must not point security cameras at their neighbors' windows, backyards, or any other areas where privacy is expected.
- Cameras may be battery operated or hard wired. The wire for hard wired cameras should be concealed from public view.
- The installation of solar powered cameras is not allowed.
- Systems with motion sensor activated lighting are not allowed.
- Systems with audible sirens or alarms are not allowed.
- Cameras are to be mounted on wood trim only. Cameras may not be attached to rain gutters or vinyl siding. Upon removal of the camera(s), the screw holes must be filled with wood filler and painted to match the existing trim

23. SNOWMOBILES: No snowmobiles or similar motor vehicle shall be operated on any portion of the Association property. The only exception is an emergency situation due to severe winter weather.

24. OUTSIDE REPAIR WORK: No work on any motor vehicle, boats or machines of any kind shall be permitted on Association property without the written approval of the Board.

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

26. GAS GRILLS / FIRES / OPEN FLAMES: No fires from fire pits or open flames from torches are allowed. All Monroe County fire regulations must be observed. Gas grills must be operated at least 3 feet away from the fences, vinyl siding and any building surfaces as heat, grease fires, and flare ups can damage the siding and more significantly start the building on fire. Grilling is not allowed in the garage, or on the front porch. If grilling in the driveway, the grill must be stored out-of-sight as soon as grill cabinet has cooled. Storage should be in a garage. Owners are responsible for any damage and repairs caused by their negligence. Propane tanks and gas grills should never be stored in a basement area.

- 27. NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried out upon any portion of the Association property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances are prohibited. Activities that are detrimental to or endanger the public health, safety, comfort or welfare, or be injurious to the property, vegetation, or animals, adversely affect property values or otherwise produce nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code are prohibited. Any observed acts of vandalism should be reported to the Property Manager or call 911. Your name will remain protected.
- 28. FENCES/ PROTECTIVE SCREENING:** Unless otherwise consented to in writing by the Board, no fence, wall, or screen planting of any kind shall be erected anywhere on the Association property. Any screen planting, fence enclosures, or walls initially developed on a Lot or other portion of the Properties shall not be removed or replaced with other than similar types of plantings, fence or wall except with permission of the Board or Architectural Committee if one has been appointed. Notwithstanding the foregoing, no fence, wall, or screen planting shall be maintained so as to obstruct sight lines for vehicular traffic.
- 29. EXPOSURE OF PARTY WALL:** A townhouse owner who, by negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by such elements. The party wall is any connection point between two adjacent townhomes.
- 30. INSURANCE OBTAINED BY TOWNHOME OWNERS:** All policies obtained by townhome owners must contain waivers of subrogation and the liability of carriers. Insurance procured by the Board must not be affected or diminished by reason of any insurance obtained by a townhome owner. Questions should be directed to the Managing Agent and/or your insurance agent.
- 31. WINDOW AIR CONDITIONERS AND FANS:** The installation of window air conditioning units and fans is prohibited.

- 32. ASSOCIATION MAINTAINED/SUPERVISED PROPERTY:** The Association shall maintain the building exteriors, provide seasonal snow removal of drive and roadways, provide light bulbs for the exterior pole lamp, maintain foundation shrubs and mow lawns of all owners per the By-Laws. The Association will maintain the exterior surface of the building for painting, staining, but is not responsible for replacement of garage doors, exterior doors, or windows. It is the policy of the Association that an Owner/s filing an insurance loss claim shall bear the cost of the deductible or spread the cost over those affected by such loss per occurrence. All Insurance claims made on Association covered property shall be through the Property Manager. Owners are required to immediately act to minimize any further damage to their property once they become aware of a loss and immediately notify the Property Manager.
- 33. VEHICLE SPEED LIMITS:** All private streets shall have speed restrictions of 15–mph. There are many curves, blind spots, persons walking and children playing to justify this speed limit. All violators will be fined per our rules, owners may pass the fines along to the offending tenant.
- 34. OWNERS MAINTENANCE:** Exterior building mounted light fixtures are required to be maintained and use only white bulbs or the newer white fluorescent exterior rated bulbs. The Association will provide bulbs for the yard pole lamp. Lawn damage caused by owners, tenants, or their pets is also an owner responsibility. Owners are responsible to make sure that all toys, furniture, hoses and debris are picked up prior to the day of mowing. Objects that interfere with lawn maintenance will be removed and disposed. Owners need to make sure they have proper homeowner’s insurance coverage for their personal property and property improvements that are not covered by the Master Insurance policy. Any owner needing clarification of the rules should contact the property manager. Well maintained properties bring higher sale prices. Take pride in YOUR community and maintain your property.
- 35. LATE FEES:** Association maintenance fees, assessments, or other charges that remain unpaid after the 10th of a given month will be charged a late fee of \$25, plus the maximum allowable interest rate.

34. **VARIANCE:** A blank variance request is enclosed. If you do not find an answer to your question in the above rules and regulations, please contact the Property Manager for further information. DO NOT proceed with any exterior modifications until you have proper written information and instructions. While the Rules are an attempt at completeness there may be an omission that requires a variance approval by your Board of Directors. Thank You

Enforcement of Rules and Regulations

The Board of Directors acting through the property management company as agent, or acting directly, is empowered to enforce the rules and regulations, and By-Laws, according to its duties as outlined in the By-laws. It is desired that each owner be well informed on the rules and regulations in this booklet and the contents of the “Offering Plan” in the interest of harmonious relationships and the quality of life for all concerned in the Hamilton Place Homeowners Association. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Hamilton Place community. Owners are responsible for their guests, invitees, tenants, family, etc.

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

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

SECOND NOTICE OF VIOLATION: A \$100.00 fine will be levied against the owner’s account. In addition, the Board or its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, plus 20% to remedy the situation against the owner’s account.

THIRD NOTICE OF VIOLATION: If the owner continues to have a violation, a certified letter will be sent to the owner’s last known address, (owners are responsible to keep the Board or its agent informed of their legal address) with notification of a daily fine of \$100.00 until the violation is corrected or eliminated.

ADDITIONAL LEGAL REMEDIES: In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the Association, then its Board or Managing Agent shall commence legal action to enforce the rule and collect fees due the Association. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall be and shall constitute a binding personal obligation of the violator and shall be and shall constitute a lien on the homeowner’s home in the same manner that an unpaid common charge constitutes a lien as set forth in the “Hamilton 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.

Hamilton Place Association, Inc.

VARIANCE REQUEST

Return to:

Woodbridge Group
P.O. Box 237
271 Marsh Rd, Suite 3
Pittsford, NY 14534
O-585-385-3331 F-585- 385-4693
Service@woodbridgegrouppro.com

Requested By:

Name: _____
Address: _____
Phone: _____
Date: _____
E-Mail: _____

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: _____

Affected neighbors were notified of common area involvement? _____ Yes _____ NO

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

Contractor must have liability and workers compensation insurance for variance approval.

Certificates attached or on file with HOA _____ Yes _____ No

Homeowner Signature: _____

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 change will _____ will not _____ become the responsibility of the unit owner financially as well as the maintenance and/or replacement.

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Attach any Future Amendment Page here