

Villagewood Manor

Homeowners Association, Inc.

Rules & Regulations

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VILLAGEWOOD MANOR HOMEOWNERS ASSOCIATION RULES and REGULATIONS

INTRODUCTION

When you purchased your Town home, you were given a copy of the Offering Plan (Prospectus), which outlines rules and regulations for living at Villagewood Manor. Therefore, your commitment to abide by these rules and regulations was established when you purchased your town home. This commitment extends to your family, guests and tenants. Subsequent purchasers of property in Villagewood Manor 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 Villagewood Manor 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, Villagewood Manor 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 change to the appearance of the outside of a Villagewood Manor residence, or any complaint/problem 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 "Architectural Standards Committee". The form is available thru the Managing Agent.

2. PETS

Town ordinance regarding all animals shall govern all Villagewood property. Except for Two (2) dogs or Two (2) cats, fish or bird kept in a cage, no animals, birds, reptiles or insects shall be kept or maintained on Villagewood property. The Board, may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds, or insects and (ii) prohibit certain types of animals, birds or insects entirely. 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 Villagewood property. No dog or cat shall be kept or left unattended on the grounds, in the

garages, patios or decks at any time, nor 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 where a garage exists. Temporary parking for guests is available along the street as long as there is no snow emergency. October 15th thru April 15th, there is NO parking in the street between 12:00 midnight and 6:00 a.m. ANY CARS PARKED ON THE STREET DURING THESE HOURS CAN BE TOWED AWAY AT THE OWNER'S EXPENSE. Guests are to be asked to use the homeowner's driveway. There is to be no parking on lawn areas, and no vehicle is to block any driveway, or mailbox access. The homeowner is responsible for enforcing this safety requirement and repairing any lawn damage he or his tenant causes. Parking violations are subject to fines and towing at owners expense

4. COMMERCIAL VEHICLES

Any commercial vehicle must be parked in a garage with the exception of construction vehicles or vehicles making deliveries or providing services to the homeowners. Pick-up trucks without commercial lettering or equipment, or other oversize vehicles that cannot access the standard garage, requires a variance.

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 including, mini-bikes, trail bikes, go-carts, snowmobiles, mopeds, etc., are prohibited from operating or remaining on Villagewood Manor 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 allowed on the front lawn only. Driven posts and stake signs are acceptable. 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. No signs are to be placed along Ayrault Rd.

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 Architectural Standards Committee will be subject to removal by the Association at the homeowner's expense.

It is not permitted to attach any permanent fastenings to the outside of the townhouse. This includes nails, screws, hooks or mounts of any kind. Drilling, denting, or marring the exterior siding in any way is strictly prohibited.

9. DECORATIONS

Holiday decorations can be hung during the period of December 1 thru January 15. After these dates, the Board requires removal of displays and if not completed will remove them and charge the owner for costs of removal. Also white and colored lights may be hung on individual trees located in the homeowner's front yard and on the patio/deck of each townhome. The installation of any lawn decorations including windmills, plastic objects, wooden objects, bird feeders, stone objects, statues, etc., on the lawn area is prohibited. The hanging of decorations such as decorative flags, feeders, wind chimes, etc., on the **exterior** of decking or privacy fencing is prohibited.

10. PLANTING OF SHRUBBERY OR FLOWERS

Owners are responsible for weeding and maintaining planting beds and pruning of shrubs. Requests for additional plantings or significant changes to the existing foundation plantings are to be submitted for approval to the Architectural Standards committee.

11. DWELLING IN OTHER THAN RESIDENTIAL UNITS

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

12. TRASH REMOVAL

Trash removal occurs on a specific day each week. It is required that the provided refuse toter be placed at the curb, the morning before 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 containers must be parked behind the

structure in the patio area or inside a garage. They should not be visible from the street. 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 are to 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. **NO YARD DEBRIS, FURNITURE, OR ANY OTHER DUMPING IS PERMITTED** at the Ayrault roadside edge. Remember trash stays in front of your unit for refuse pick-up. Call the property manager's office for special pick up of any other construction debris.

13. 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.

14. NOISE

Stereos, radios, televisions, etc., are to 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 your neighbors are entitled to. The best rule is that noise is not to be heard within a neighbor's house with the windows closed.

15. STORM DOORS

The storm doors on each side of a unit are to match to maintain the look of the property.

16. GARAGE DOORS

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.

17. OUTSIDE ANTENNAS/CABLE/ PHONE SERVICE

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 Villagewood Manor 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 required 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. When a mini satellite dish receiver is approved we recommend it be mounted on a pole or patio fence rather than a roof top

installation, due to roof leaks. All cables need to be concealed and secured to the siding following the drip edge of siding or corner boards rather than dropping down vertically across the side of a building looking unsightly. Phone cables & Cable T.V. need to follow the same concealment of wiring to avoid unsightly surface installations. The Landscape contractor will not be held responsible for cutting any unsecured wiring.

18. SNOWMOBILES

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

19. 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.

20. OUTSIDE DRYING

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

21. 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 to 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.

22. FENCES

Unless otherwise consented to in writing by the Board, no chain link fence shall be erected anywhere on the Association property. Privacy fencing must be wood material per association-approved design, and owner maintained. Additions to the fencing must be approved by variance request. Partially or completely enclosed areas by privacy fencing will not be maintained or mowed by the association. Owners are responsible for these areas.

23. 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 town homeowner.

Questions are to be directed to the Managing Agent and/or your insurance agent.

The Master Insurance will not cover ice dams, roofing or siding repairs on an individual basis if there is improper Owner maintenance. Deferred maintenance may waive any storm, casualty, liability claim, or reduce the settlement accordingly. Owners could be held negligent if there are hazards such as improperly maintained walks, steps, ice. Owners need to make sure they have proper homeowners insurance coverage. 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.

24. WINDOW AIR CONDITIONERS

The installation of window air conditioning units is prohibited.

25. RECREATIONAL FACILITIES

The swimming pool is available for use by all Owner occupants or the Tenants occupying units of absentee Owners. This includes only immediate family members who permanently occupy the Villagewood Manor town home. All other persons are considered guests and shall pay a guest fee to use the facilities as published in the annual pool rules. Lifeguards will be available during certain hours of the day. Pool monitors shall also be used. All persons using the pool use it at their own risk, and parents are to monitor the activities and pool use of their children at all times. Children are never to be left unattended. Anyone under the age of 11 must be accompanied by a parent/adult guardian or will not be allowed into the pool area. Use of the pool after posted operating hours shall be considered trespassing.

Tennis courts are available on a first come first served basis as well as the basketball net and partial court area. These areas shall only be used for the intended purpose of recreational sport use. They are not areas to hang out at or for any other purpose that interferes with someone's use of the facility. No in-line skating or skateboards are permitted in these areas.

26. LANDLORDS RESPONSIBILITIES

All Landlords shall be responsible for the actions of their tenants. This includes Tenant compliance with all the rules and regulations. The Board requires all Landlords to attach a copy of the then currently published Rules and Regulations to

their own lease agreements. The Landlord must also provide to the property Manager the names and phone numbers of all tenants who occupy a unit at Villagewood Manor. Rules enforcement will be through the Landlord. Any violations or fines will be added assessment charges to the unit owner's account as if it were a common charge with the same ability of legal collection and enforcement.

27. ASSOCIATION MAINTAINED/SUPERVISED PROPERTY

The Homeowners Association shall maintain the lawns of all owners per the By-Laws. Owners are responsible to make sure that all toys, furniture, hoses and debris are picked up prior to the day of mowing. Installation of swing sets, or play equipment is not allowed on individual properties. No trampolines or hazardous equipment will be allowed due to Master Insurance regulations.

28. VEHICLE SPEED LIMITS

All private streets shall have speed restrictions of 15 – mph. There are many curves, blind spots, 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.

29. OWNERS MAINTENANCE

Owners are required to maintain all exterior building surfaces such as roofing, siding, gutters, front stoops porches, and windows. Walks, steps, patios, lawns, foundation plantings and fences as appurtenant structures are also included in Owner maintenance, and is to be kept free of unsightly objects. Post lamps as well as exterior light fixtures are required to be maintained and use only white bulbs or the newer white fluorescent exterior rated bulbs. Lawn damage caused by owners or tenants is also owner responsibility. Gutters are to be cleaned at least once annually to prevent ice dams and roofing problems. Any owner needing clarification of the rules should contact the property manager. Well-maintained properties bring higher sale prices and lease for premium amounts. Take pride in YOUR community and maintain your property.

30. 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 \$25.00. plus the maximum allowable interest rate. Unpaid association fees over 60 days past due will be turned over to a collection agency.

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 Villagewood Manor 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 Villagewood Manor 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, 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 \$50.00 fine will be levied against the owner's account. In addition the Board or its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, plus 20% to remedy the situation against the owner's account.

THIRD NOTICE OF VIOLATION: If the owner continues to have a violation, a certified letter will be sent to the owner's last known address, (owners are responsible to keep the Board or its agent informed of their legal address) with notification of a daily fine of \$50.00 until the violation is corrected or eliminated.

ADDITIONAL LEGAL REMEDIES: In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the 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 homeowners home in the same manner that an unpaid common charge constitutes a lien as set forth in the "Villagewood Manor", 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.