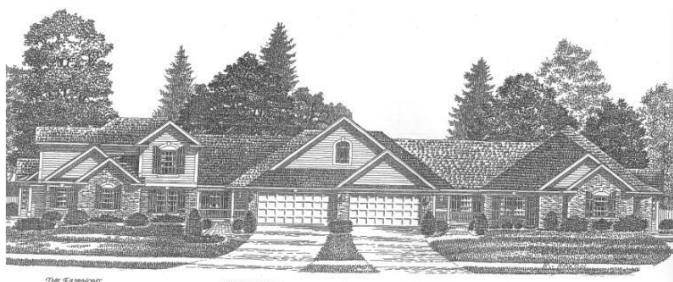


Mayfair Park Townhomes Policy Manual



Mayfair Park Homeowners Association, Inc. Policy Manual

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Welcome to Mayfair Park

This handbook is offered as a convenience to the residents of the Mayfair Park community of townhomes.

It contains a summary of the general covenants, conditions and restrictions detailed within the Declaration section of the Offering Plan and includes revisions passed by the Board of Directors.

These rules and regulations are necessary to protect and preserve the rights and privileges of individual residents and the quality of the community as a whole.

We hope you will find this handbook helpful and informative.

Introduction

Mayfair Park Townhomes is a community of 79 homes. It is a privately owned community in its entirety, including the roads. The Mayfair Park Homeowners Association, Inc. (hereafter referred to as the Association) maintains the Association property and enforces the "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens" (hereafter referred to as the Declaration) which is part of each homeowner's purchase contract, and to which each homeowner is legally bound. Homeowners, by virtue of their purchase of a home, are automatically members of the Mayfair Park Homeowners Association, Inc.

Mayfair Park Townhomes was developed by Pride Mark Homes, Inc. of Rochester, New York and consists of approximately 51 acres of land. Some of the land was deeded to the Town of Perinton as "forever wild" areas, including the pond.

Townhome construction began in 1999 and the first homes were occupied in 2000. Transfer of the last home sold was completed in November 2003. Control of the Association passed from the Pride Mark Homes, Inc. to the homeowners on January 1, 2004.

The Board of Directors was established under the Declaration and the By-Laws of the Association. The Board operates under the provisions of these documents and administers compliance with their terms and conditions. The Board is empowered to establish any other rules, regulations and penalties which it deems necessary to protect and preserve the rights of individual homeowners or the community as a whole.

The Board consists of five (5) members with option for up to two (2) non-voting members. Terms of office are two years except one year for the non-voting members. *(Please refer to the By-Laws, pages 113-119, for the powers and duties of the Board of Directors.)*

The Property Manager is under contract with the Mayfair Park Homeowners Association, Inc. to provide ongoing administrative, property management and maintenance services to the community.

The policies detailed in this manual are based on the Declaration as well as other policies the Board of Directors considers necessary and desirable to maintain a high quality of living and property valuation in Mayfair Park Townhomes. This

manual should be read in conjunction with the Declaration. References to the specific sections of the Declaration are shown in italics throughout the document.

The original manual was a joint effort of the Architectural Standards Committee (ASC) and the Board of Directors. Members of the ASC who contributed to this effort include Judy Lurie, Lois Neely, Bill Pethick, Irene Salamone, Eileen Wurzer, Carol Van Varick and Tom Zink.

This revision was the joint effort of Architectural Standards Committee (ASC) and the Board of Directors. Members of the ASC who contributed to this effort include Carol Basener, Norm Lederman, Bruce Neely, Bill Pethick (Board) and Janice Pettite. Board members who contributed to this effort include Lloyd Berardi, Laura Brown, Jacob Langerak, Lillian Lipani and Michael Perlson.

Quick Reference

To request maintenance, pay monthly fees or obtain general information, contact the Property Manager:

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

Voicing Community Concerns:

The Board of Directors is comprised of volunteers who are your neighbors. Respect their privacy and direct all service requests and community concerns to the Property Manager who will bring all issues to the attention of the Board.

Property Emergencies:

You may call the Property Manager 24 hours a day if an emergency condition exists such as storm damage or flooding. Follow instructions in the voice mail to activate an emergency page to the person on call (385-3331).

When You Are Away:

If you leave for an extended period of time, please provide the Property Manager with a forwarding telephone number where you can be reached, and the name and telephone number of a local person who has a key to your home in case of emergency. It is recommended that you turn off the water at the main shutoff by the meter while away.

Association Responsibilities:

- Roofing, siding, soffits, vents, trim and brickwork (except homeowner damage).
- All driveways and private roads within the Association property.
- Gutters and conductors including cleaning.
- Staining of deck surrounds and supports.
- Pride Mark and Association installed retaining walls.
- Lawn areas, Pride Mark or Association installed planting beds, shrubs and trees.
- Exterior pipes/wires/conduits/public utility lines, poles and fixtures owned by Association and for which a utility company or other private entity is not responsible (limited to leakage and structural failure).
- Snow plowing of private roads, driveways, guest parking areas.
- Painting of exterior doors, shutters and trim.
- Providing for master homeowners insurance, liability and fire coverage on building, but not including personal property, upgrades or improvements.
- Weekly refuse collection.
- Mailboxes and posts.

The homeowners should call the Property manager if they believe there is excessive snow accumulation that would cause leaks. Removal of roof snow by the homeowner is discouraged for safety reasons and any damage incurred would be charged to the homeowner.

Homeowner Responsibilities:

- Garage door, mechanisms, and openers.
- Window frames and sash, all glass surfaces including breakage and cleaning.
- Screens, storm doors and entry doors and windows except external painting. Any replacement window must meet the guidelines in Appendix B.
- Damage to and spalling of concrete walks and porches.
- Central heating and air conditioning equipment (interior and exterior), ductwork and piping.
- Electrical wiring, panels, devices and fixtures.
- All exterior light fixtures, including bulbs (must be same as original) with the exception of exterior garage lights. LED candle bulbs (similar shape as original bulbs) may be substituted in the front lanterns.
- Plumbing (piping and fixtures) and unblocking of sewer laterals (if not due to leakage or structural failure).
- All variance approved exterior improvements including, but not limited to, patios, landscaping, awnings, electrical fixtures, storm doors and decking.
- Maintenance, repair and replacement of railings, privacy fences and Trex® deck surfaces.
- Homeowners insurance on contents, any upgrades or improvements after the initial purchase and personal liability.
- Extermination of interior/exterior pests, including ants, bees, other insects, rodents or chipmunks. Where invasive to the home, the Property Manager should be contacted.
- Any damage to HOA property (trees, mailboxes, mailbox posts, hydrants, utility pedestals, structures) caused directly by homeowners or homeowners' guests.
- Snow removal from concrete walks, porches and decks.
- Cost of water, gas and electric consumed.
- Payment of all assessments plus late fees of 10% on overdue monthly and special Association charges.

Policies

Administrative

1. Buildings and Grounds Appearance (*Article VII, Page 85, Section 7.03*)

- Any proposed change to the appearance of the outside of a structure or to the lawn or landscaped areas of a Mayfair Park Townhome must be approved in advance by the Architectural Standards Committee. This includes screening of utility boxes, security or safety lighting, motion detectors, window replacements including basement windows, sidewalks, driveways, additional windows and doors, privacy fences, patios, decks and deck railings.
- A variance request altering the appearance of the buildings or grounds must be accompanied with plans, details, specifications, a lot survey, color samples and other descriptions as may be required by the Architectural Standards Committee. (See Variance Process and form in Appendix A).
- Solar panels either building or ground mounted are not permitted.

2. Homeowner Contracted Work

- Insurance regulations require all contractors and sub-contractors to submit written proof of liability insurance and worker's compensation insurance, naming the Association and the Property Manager as additional insureds. When doing ladder work such as washing windows, the contractor must also sign an agreement holding the Association harmless with copies sent to the homeowner and the Property Manager.
- Proof of required insurance, in the form of a copy of the contractor's insurance certificates, must be received by the homeowner before any work, repair or maintenance begins.
- A homeowner violating this requirement is putting the entire Association at risk and may be held responsible for any injuries and claims from any worker injured in the course of providing services so a "no insurance, no work" policy is advised.

3. Lease of Townhomes

- A homeowner may only lease his/her townhome to a tenant pursuant to a written lease on a single occasion during any consecutive twelve (12) month period beginning on the date of commencement of the lease term for that tenant's sole use and occupancy during such twelve (12) month period.
- No lease term may be for less than three (3) months.
- The lease of the townhome 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, students or other tenants in possession and resident in the townhome must comply with these policies
- Subleasing is not permitted without approval of the Board.
- The homeowner shall provide the Board and Property Manager with a copy of the lease at least five (5) days in advance of the commencement of the lease period as well as the full name and address, telephone number and social security number of each and every tenant.
- The homeowner shall also provide the Board and Property Manager with a current address and emergency telephone number where the homeowner can be reached.
- All leases must be in writing and must comply with the provisions of the Declaration regarding single family occupancy.
- All tenants or occupants under a lease must comply with all provisions of the Declaration, By-Laws and Association policies as adopted by the Board and amended from time to time.
- The homeowner of the leased home shall be held responsible for any and all infractions of such policies by a tenant or other occupant.
- Any lease entered into for rental of a townhome must contain a clause pursuant to which the tenant acknowledges that he/she has received a copy of the currently published policies of the Association.

Lease of Townhomes (continued)

- Any lease of a townhome shall also specifically provide that any violation of any provision of the Declaration, the By-Laws or the policies shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.
- In the event a tenant violates any provision of the Declaration, By-Laws or policies of the Association, the Board or its agent(s) will notify the homeowner of such violation and the homeowner will be responsible for remedying any continuing violation immediately.
- If the violation is not remedied within ten (10) days or if the Board determines that the violation is of such nature as to justify termination of the lease, then the Board shall notify the homeowner to immediately institute and diligently pursue, at the homeowner's expense, an action in an appropriate court to remove the tenant from the townhome based upon a breach of the lease and/or for violation of the Declaration, the By-Laws and the policies of the Association.
- Notwithstanding any provision of any lease to the contrary, the homeowner shall remain fully liable for payment of any assessment, insurance deductible or any other fines, charges or fees which are the responsibility of the homeowner under the Declaration, the By-Laws and the policies of the Association.

4. Sale of Townhomes

When a homeowner sells his/her townhome, the sale is subject to:

- Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens.
- All approved variances granted by the Architectural Standards Committee.

5. Policy Manual

Homeowners should retain the Declaration, By-Laws of the Association, this Policy Manual and copies of all amendments and approved variance(s) in a safe place. These documents **must** be turned over to the new owner at the time of sale of the townhome. Proof of such transfer must be given to the Property Manager by the new owner within fourteen (14) days of the transfer of the property. Failure to do so will result in a charge to the seller for the replacement cost of the documents.

General

1. Garbage and Refuse Disposal (*Article X, Page 94, Section 10.04*)

- Except for building materials during the course of construction or repair of approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereafter as trash) may be kept, stored or allowed to accumulate outdoors on any lot or other portion of the property.
- Trash as a result of demolition during any improvements may be kept in covered containers or dumpsters without screening only with an approved variance request. Requirements for such containers must be so stated in any variance request submitted.
- Trash removal occurs on a specific day of the week so approved containers should be placed at the end of the driveways no earlier than sundown the evening before the scheduled pickup.
- If the homeowner will be away during this period, he/she should make arrangements with a neighbor to place and retrieve the trash container during these time periods.
- Every effort should be made to utilize containers with tightly closed secure lids to prevent nocturnal animals and adverse weather conditions from causing a mess.
- Trash and recycle containers must be stored inside the garage except during trash day pickup.
- If you expect to have large amounts or oversized items for collection, call the refuse company in advance to arrange for the pickup.
- There may be a charge for certain items such as tires or for refrigerators and dehumidifiers due to the recycling of Freon gas which is the homeowner's responsibility.
- All trash pickup complaints should be directed to the Property Manager.

2. Noise

- Sound producing equipment of any type must be kept at a sound level that will not be heard by the adjacent neighbor with the windows closed.
- Noise control is particularly important between 11 p.m. and 8 a.m.
- Remember that all homeowners are entitled to the quiet enjoyment of their place of residence.

3. Noxious or Offensive Activities (*Article X, Page 94, Section 10.06*)

- No noxious or offensive activities should be carried out on any lot or other portion of the property nor should anything be done thereon that may become a nuisance or annoyance to the area or to homeowners.
- The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances shall be controlled so as not to be detrimental to or endanger the public health, safety, comfort or welfare, be injurious to the property, vegetation or animals, adversely affect property values or otherwise produce a public nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinances or code.

4. Outside Drying (*Article X, Page 96, Section 10.17*)

- Clothesline drying or airing of clothing or bedding is not permitted.
- The mounting of any clothesline appliances to the structure, railings or fences is not permitted.

5. Pets (*Article X, Page 93, Section 10.02*)

- Except for one (1) dog or cat per townhome, fish in tanks and birds in cages, no other animals, reptiles, rodents, birds or insects may be kept or maintained on any lot or other portion of the property.
- Pets are permitted outside only when leashed and accompanied by a responsible person.
- No pet waste may be left anywhere on the lot or other portion of the property and must be disposed of properly.

Pets (continued)

- The Board may request any homeowner, tenant or guest to remove their pet from Association property.
- If any pet is found to be too noisy or creating a nuisance or not controlled by a responsible person, the Association or the Property Manager or their employees may contact any local municipal authority with the power to impound animals without any liability to the Association, the Board of Directors, agents or employees.
- Any damage done by a pet to Association property including, but not limited to, doors, lawns, shrubs, trees and fences, is the responsibility of the pet owner.

6. Signs, Advertising and Garage Sales (Article X, Page 93, Section 10.01)

- A home business will be allowed only if such business does not normally, for its operation, require or rely on customers coming to the townhome on a daily or other regular basis.
- If selling or renting your townhome, "For Sale" or "For Rent" signs can be a window sign, a professionally painted sign or a standard realtor's sign. All signs must be approved by Architectural Standards Committee in advance and must be removed within five (5) days of rental, sale or removal from the market. Any damage done to underground utilities as a result of the installation or removal of a yard signs shall, along with the lawn repair, will be the responsibility of the current owner.
- One standard security sign is permitted in the front stone bed area. Front, rear and side window security signs are permitted.
- Any other sign requires a variance from the Architectural Standards Committee.
- Each residence is allowed one individual garage sale at the time of moving and can last no longer than two (2) days. The moving sale can start no earlier than 8:00 a.m. and end no later than 5:00 p.m. All garage sales must be approved by the Architectural Standards Committee at least two (2) weeks in advance of the sale.
- Participation in the annual Fairmont Hills/Mayfair Park Neighborhood Garage Sale is permitted without approval.

Outside Areas

1. Above Ground Utilities, Antennas and Dishes (*Article 10, Pages 94-95, Sections 10.05, 10.06, 10.09*)

- Above ground radio, telegraphic, television or other electronic device antennas or dishes are subject to obtaining an approved variance from the Architectural Standards Committee and must be in compliance with current Federal regulations.
- All satellite dishes require a variance from the Architectural Standards Committee for approval of the location only. Approval will not be granted for any satellite dishes or any other devices mounted on the roof. Specific mounting instructions will be included with an approved variance.
- No facilities, including and without limitation, poles or wires for transmission of electricity, electronic or telephone messages may be placed or maintained above the surface of the ground on a lot or other portion of the property without written approval of the Architectural Standards Committee.
- No water, gas, sanitary or storm water drainage pipes and conduits may be placed or maintained above the surface of the ground on any lot or other portion of the property without written approval of the Architectural Standards Committee.
- Telephone and television cable wires shall be buried a minimum of six (6) inches below grade so as not to interfere with lawn or edged stone bed maintenance. Any such wires observed to be showing above ground in the lawn or edged stone planting bed areas should be reported to the Property Manager.
- No exterior or invisible fencing for pets will be allowed.
- Above Ground Utilities, Antennas and Permanent stand-by emergency generators are permitted, but only after obtaining an approved variance from the Architectural Standards Committee.

2. Bird Feeders and Bird Houses

- Deck mounted bird feeders or birdhouses are not permitted.
- One bird feeder or bird house per residence is permitted but may only be located at the edge of the wooded areas at the rear of the buildings. An approved variance by the Architectural Standards Committee must be obtained.

3. Decks, Patios, Porches and Hot Tubs *(Article VI, Page 83, Section 6.01)*

- The Association is responsible for the staining of the deck surrounds and supports.
- The homeowner is responsible for the maintenance of the Trex® decking. (Refer to Appendix B Approved Architectural Standards, paragraph 4 for details)
- The homeowner is responsible for the maintenance, repair and replacement of railings and privacy fences.
- The homeowner is responsible for the repair, replacement and maintenance of concrete porch surfaces.
- Covering of concrete porch, patio or Trex® deck surfaces is not permitted (e.g., indoor/outdoor carpeting).
- Decks should be used for seasonal furniture only, not for storage.
- Because patios were not part of the original offering, an approved variance from the Architectural Standards Committee is required.
- Maintenance of all aspects of a patio is solely the homeowner's responsibility. Maintenance by the homeowner must be in keeping with the quality level of the Association property maintenance.
- The homeowner is responsible for the repair of any of the installed elements that are defaced or damaged in any way due to a homeowner's personal attachments or decorations.
- No hot tubs are permitted on decks or patios without an approved variance from the Architectural Standards Committee.

4. Fences, Screening and Enclosures (*Article X, Page 94, Section 10.03; Page 96, Section 10.18*)

- Screen plantings, fence enclosures or walls initially installed by Pride Mark or the Association on a lot or other portion of the property shall be maintained by the Association.
- Any screen plantings, fence enclosures, walls or other additions to the exterior of the townhome that have been approved by the Architectural Standards Committee shall be maintained by the homeowner.
- The removal or replacement with other than a similar type planting, fence, wall or other approved additions to the exterior of the townhome shall not occur without an approved variance from the Architectural Standards Committee.
- Except for the foregoing, no fence, wall or planting of any kind shall be planted, installed or erected upon any lot or other portion of the property except with an approved variance from the Architectural Standards Committee.
- No fence, wall or screen planting shall be maintained so as to obstruct site lines for vehicle traffic. Chain link fences are not permitted.

5. Mailboxes and Newspaper Tubes

- Only a mailbox may be affixed to a mailbox post.
- In the event of damage to a mailbox or mailbox post, the Homeowners Association will repair or replace it. Contact the Property Manager. The cost of such repairs is the responsibility of the homeowner if the damage was caused by the homeowner or a guest of the homeowner.
- Newspaper tubes are not permitted anywhere on a lot or in the common areas.

6. Landscaping (*Article X, Page 95, Section 10.10*)

- No trees, shrubs or other plantings may be removed by a homeowner.
- No annuals, perennials, trees, shrubs or other in-ground plantings may be installed in any edged and stoned planting beds installed by Pride Mark or the Association.

Landscaping (continued)

- Any in-ground plantings on a homeowner's lot or in common areas requires an approved variance from the Architectural Standards Committee.
- Any such plantings, if approved, must be maintained by the homeowner at the same level of quality as that of the Association plantings.
- Maintained portable, potted plantings are permitted in Pride Mark or Association installed planting beds between April 1 and October 31. Pots may remain outside this period if dead plant material is removed.
- No artificial flowers or plants are permitted.

7. Lawns (*Article VI, Page 83, Section 6.01*)

- All aspects of lawn maintenance are the responsibility of the Association.
- Homeowners are not permitted to apply any materials to the lawn areas or to the trees and shrubs.
- Impediments to lawn maintenance such as, but not limited to, lawn ornaments, birdbaths, shrines, other permanent or semi-permanent structures are not permitted in any lawn area of a lot or other portion of the property.
- Additional trees, shrubs and planting beds in existing lawn areas are not permitted without an approved variance from the Architectural Standards Committee.

8. Exterior Lighting

- Installation of permanent or semi-permanent façade spot or flood lighting and garden or path lighting requires an approved variance from the Architectural Standards Committee.
- Installation of additional exterior lighting for security or other illumination purposes, beyond that provided originally by Pride Mark, requires an approved variance from the Architectural Standards Committee. Adjustable recessed lights mounted in the soffits are preferred.
- Lights on deck railings or fences are not permitted.

9. Slope Control Areas *(Article X, Page 95, Section 10.11)*

- Slope Control Areas are locations designated by the Town of Perinton as erosion control areas generally due to a steep ground slope and/or soil composition.
- Within any slope control area shown on any filed map, no improvements, planting or other materials shall be placed or permitted to remain.
- No activity should be undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems or change the direction or flow of drainage channels.

Slope Control Areas (continued)

- The slope control areas of any lot or other portion of the property and all improvements thereon shall be maintained continuously by the Association except in those cases where a governmental agent or other public utility company is responsible for such maintenance.
- Any ground cover material installed in the slope control areas may not be removed, cut or maintained in any way by the homeowner.

10. Temporary Facilities *(Article X, Page 95, Section 10.08)*

- No building, wall or any other semi-permanent or permanent structure shall be built on any lot or other portion of the property without an approved variance from the Architectural Standards Committee.
- Any violation of this policy may allow the Association to have such structure removed at the homeowner's expense.

Buildings

1. Awnings

- Awnings must comply with approved models listed in Appendix B.
- Awnings are limited to covering decks and approved patios. Window awnings and roof mounted awnings are not permitted.

2. Party Wall Exposure (*Article XIII, Page 88, Section 8.03*)

- A party wall is the masonry wall that separates the individual townhomes.
- A homeowner may not, by any negligent or willful act, cause the party wall to be exposed to the elements.
- If such negligent or willful act is committed, the homeowner shall bear the entire cost of furnishing the necessary protection against and the necessary repair caused by such elements.

3. Garages and Garage Doors

- It is requested that garage doors be kept closed to deter unwanted rodents, animals or people and to protect against theft.
- The garage door may not be temporarily or permanently replaced with a screened drape or other device to render the garage area as a recreational or living space.
- Garages are provided solely for the purpose of housing the homeowner's vehicle(s) and minor storage.
- Keypads for garage doors are permitted and should be mounted on the door jamb. No variance is required.
- Replacement garage doors must be similar in color and design. An approved variance is required.

4. Storm Doors

- Storm doors on the front door of the residence must comply with the designs approved by the Architectural Standards Committee. (See Appendix B).

5. Window and Wall Air Conditioners

- No window or through the wall air conditioner units are permitted.

Window and Wall Air Conditioners (continued)

- If the homeowner finds the distribution of heated or cooled air is not acceptable within their residence, a heating contractor should be contacted to re-balance or modify the air system.

Safety

1. Carbon Monoxide Detectors

- Carbon monoxide detectors are now required in most Master Insurance policies and by the building code. The homeowner should purchase a plug-in device to guard against leaking fumes from gas furnace heat exchangers.
- Carbon monoxide detectors need to be checked and tested regularly and replaced if not operating properly.

2. Fire Extinguishers

- The insurance company recommends each homeowner have at least one 2-½ lb. portable Type A-B-C fire extinguisher available for emergencies in the kitchen area.
- Each extinguisher should be checked regularly for proper operation.

3. Gas Grills, Fires and Open Flames

- Damage caused to building elements due to heat and fire from grills and torches shall be repaired by the Association at the homeowner's expense. (Specifically, care should be taken in protecting the vinyl siding as it is particularly susceptible to heat damage)
- Grilling is not permitted in the garage or on the front porch.
- If grilling is done in the driveway, the grill should be removed to its storage space as soon as the grill has cooled off.
- Propane tanks and gas grills should never be stored inside basements.

4. Smoke Detectors

- Smoke detectors, as originally installed, are hard wired to the building power and have a useful life of about ten (10) years.
- Smoke detectors need to be checked and tested regularly and replaced if not operating properly.

Vehicles

1. Boats, Trailers and Recreational Vehicles (*Article X, Page 96, Section 10.14*)

- Short term parking privileges for registered and licensed boats, trailers and recreational vehicles not to exceed one seventy-two (72) hour period per month, are permitted without approval and such boat, trailer or recreational vehicle must be removed from the property by the end of that period.
- In no case shall such boat, trailer or recreational vehicles be parked so as to block access to any other homeowner's driveway or common area parking or interfere with the normal traffic flow on the street.

2. Commercial Vehicles (*Article X, Page 96, Section 10.16*)

- Any commercial vehicle must be parked inside the garage with the exception of construction vehicles making deliveries or providing services to the homeowner.
- Pick-up trucks, or other similar commercial vehicles, with or without commercial lettering or equipment and other oversize vehicles that cannot access the standard garage door shall require approval from the Architectural Standards Committee for parking on any lot or other portion of the property.

3. Motor Vehicles (*Article X, Page 96, Section 10.14*)

- Unregistered and/or unlicensed motor vehicles including, but not limited to, passenger vehicles, commercial vehicles, trailers, mobile homes, motorcycles, mini-bikes, trail-bikes, go-carts, snowmobiles, campers and mopeds are not permitted to remain on any lot or other portion of the property for more than one seventy-two (72) hour period per month.
- Unregistered and/or unlicensed motor vehicles in violation of this policy will be towed off site at the owner's expense.

4. Parking

- No parking on lawn areas is permitted. The cost to repair any damage will be charged to the homeowner.
- Overnight parking on the street is not permitted.

Parking (continued)

- Common parking areas are reserved for guests only. Homeowners are prohibited from routinely parking their vehicle(s) in the common parking areas unless a variance is granted by the Architectural Standards Committee.
- There will be no follow up snow plowing of driveways due to parked cars.

5. Outdoor Repair Work and Outdoor Storage (*Article X, Page 96, Section 10.15*)

- Outdoor performance of repair work, other than minor servicing, on any motor vehicle, boat or machine is not permitted.
- Outside storage of any articles other than grill or patio furniture is prohibited.

6. Snowmobiles (*Article X, Page 95, Section 10.12*)

- No snowmobiles or other similar motor vehicles shall be operated on any lot or portion of the property.
- Any such operation is in violation of the Town of Perinton Zoning Code, applicable Parks and Recreation Laws and Motor Vehicle regulations of the State of New York.

7. EV Charging Stations

- To ensure the safety of the entire community, a Variance request must be submitted prior to installing a level 1 or 2 Electric Vehicle (EV) charger. Additionally, homeowners installing a Level 2 charger must contact the Town of Perinton at building@pernton.org or call 585-223-0770 to acquire an electrical permit.

Exterior Decorations

1. Flags

- One flag mounted to the residence is permitted. For consistency, the flag should be mounted only to the frame on one side of the garage door. The flag should be no larger than 3' x 5'. In the case of an American flag, please use proper flag protocol.
- Tattered or faded flags are not permitted.

2. Holiday Decorations

- Seasonal and festive decorations, including, but not limited to, lights, balloons and signs, should be in good taste and be removed as soon as possible after a holiday or private event.
- Neon, flashing or running lights are not permitted.
- Decorations that, in any way, may cause damage to any part of the building structure or landscaped areas maintained by the Association are not permitted.
- Attachment of lighting or other decorations to gutters, eaves, soffits or other aluminum clad or vinyl surfaces is discouraged due to potential damage to those surfaces. Any damage so incurred shall be repaired by the Association at the homeowner's expense.
- Roof mounted decorations are not permitted.
- Hanging of decorations from any exterior wall lanterns is discouraged. Any damage caused by these decorations will be repaired by the Association at the homeowner's expense.

Payments and Assessments

1. Assessments and Fines *(Article V, Page 78, Section 5.01)*

- Assessments, if any, will be included in the homeowner's monthly account and will be due and payable when notified.
- Fines, if any, will be charged to the homeowner's account monthly, (see Compliance).

2. Late Fees *(Article V, Pages 80-81 Section 5.08)*

- In accordance with the Declaration, any assessment or payment due the Association and received later than ten (10) days from the due date shall have a late fee of ten (10) percent of the amount due added to their account balance.
- After thirty (30) days of non-payment, interest will also accrue on the outstanding balance, including fees, at the rate of ten (10) percent of the balance per month.
- Costs of collections such as, but not limited to, attorney's fees, lien filings, court costs are added to the homeowner's accounts.

3. Special Financial Arrangements

- Any situation requiring special financial arrangements, such as a unique assessment payment schedule, must be approved beforehand by the Board of Directors.

Compliance

The Board has responsibility for overseeing compliance with the policies contained in this document or as otherwise established. In the event of non-compliance, the Property Manager is directed by the Board of Directors to confirm the violation, discuss the violation with the homeowner and then advise the homeowner by letter. The letter details the specific violation and specifies a time for corrective action.

1. **First notice of violation:** The homeowner will be notified in writing and requested to correct the violation immediately or depending on the violation, within ten (10) days.
2. **Second notice of violation:** If the problem is not rectified, a \$50.00 fine will be levied against the homeowner's account. In addition, the Board or its agent, the Property Manager, may act immediately to correct the violation and assess additional charges against the homeowner's account for the cost of labor, materials and supervisory fees plus 20% to remedy the situation.
3. **Third notice of violation:** If the homeowner takes no action to correct the violation, a certified letter will be sent to the homeowner's last known address (homeowners are responsible to keep the Board and Property Manager informed of their legal address) with notification that an additional daily fine of \$50.00 will be assessed until the violation is completely corrected or eliminated.
4. **Additional legal remedies:** In the event that any fine and/or fees levied under this published and approved schedule on Policies is not paid in a timely manner, then the Board or Property Manager will take legal action to enforce the policy and collect fines and/or fees due the Association.

All unpaid fines and/or fees, expenses incurred including, but not limited to, legal or other professional fees shall be and shall constitute a lien on the homeowner's residence in the same manner that an unpaid common charge constitutes a lien as set forth in the Mayfair Park Declaration. The Board or Property Manager shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the policies such as non-payment of common charges.

Variance Process

Wherever approval, consent or permission is required, approval will only be granted by submitting a Mayfair Park Homeowners Association Variance Request Form (Appendix A).

1. The completed Variance Request Form should include the following attachments:
 - A general description of the proposed change.
 - A drawing of the proposed changes, including dimensions and material specifications.
 - Any structural implications.
2. If the variance request is for a garage door replacement, window replacement, addition or replacement of a storm door, exterior lighting, deck floor replacement, railing system or privacy fence replacement, a catalog page and/or photograph of the product must be submitted.
3. A copy of your lot map that was given to you when you closed on your townhome except for variance requests for a storm door, awning, garage door, porch deck replacement, railing system replacement, privacy fence replacement or window replacements as listed in (Appendix B), a copy of your lot map is not required.
4. The completed form and required attachments should be sent to the Property Manager, Attention: Lisa Beardsley. Documents will not be returned. A copy will be retained by the Property Manager as well as the Architectural Standards Committee. Homeowners should retain their original variance documents and store them with a copy of this Policy Manual in a safe place.
5. When a townhome is sold, the buyer must agree to the terms of any approved variances granted for the property.
6. The Architectural Standards Committee will review each request and will seek recommendations from the Board of Directors where appropriate. A decision will be rendered, in writing, within 45 days of submission of a properly documented variance request. If this timeframe does not meet the requirements of the homeowner, it should be so noted on the variance request.
7. Proper documentation shall be defined as the variance form and all other required or requested documentation.
8. If the applicant does not receive a notice stating "Approved",

Variance Process (continued)

“Approved with Conditions” or “Disapproved” within 45 days, the applicant should notify the Property Manager by certified mail, return receipt requested.

9. The variance request will be deemed “Approved” if no notice stating “Approved”, “Approval with Conditions” or “Disapproved” has been issued to the homeowner within 60 days after the receipt of a properly documented variance request by the Property Manager.
10. A “Completion Work Form” will be sent by the Property Manager with “Approved” variances to the homeowner. Upon completion of the work, the homeowner must complete the form, requesting an inspection and return it to the Property Manager. This form may also be sent with “Approved with Conditions” depending on the conditions stated.

**Mayfair Park Homeowners Association
Variance Request Form**

Appendix B

Mayfair Park Homeowners Association

Approved Architectural Standards

No contracts should be signed or deposits given on any of these items before Architectural Standards Committee approval. All these Appendix items will require a variance.

1. Storm Doors

Full View Door

- The door must be white and “full view” (no horizontal bars in the center).
- Hardware color at the homeowner’s option.
- Full View doors are manufactured by Larson, Andersen, Pella and others and are available at 84 Lumber, Lowe’s, Home Depot and other home centers.
- The Property Manager may issue an approval without going to the Architectural Standards Committee.

Self Storing Door

- A Self Storing door contains a screen that rolls down from the top to the mid-way point of the door. The screen is stored at the top of the door when not in use.
- The door must be white and “full view” (on self storing doors there will be a horizontal bar at the mid-way point of the door).
- Self Storing doors are manufactured by Larson, Andersen, Pella and others and are available at 84 Lumber, Lowe’s, Home Depot and other home centers.
- The Property Manager may issue an approval without going to the Architectural Standards Committee.

2. Awnings

- A contractor, with a minimum of five (5) years experience in retractable awing installation and with liability insurance coverage must professionally install the retractable fabric awning. Insurance certificate must be presented to the homeowner prior to commencing work.
- Length or width of awning may not exceed the patio or deck dimensions.

Awnings (continued)

- Deck awnings must be mounted below eave projection. No roof mounting is permitted.
- Operation shall be manual. Power operation is optional and permitted, if desired.
- Framework, retractable arms and housing for rolled up awning, must be white in color and utilize heavy-duty steel construction. For full deck length awnings, utilize “Little Big” cross arm construction, Model “Toga” as manufactured by Perfecta Fabric Awnings including powder coated aluminum clam shell cover, no exceptions. For smaller awnings and where width exceeds projection, a “Sunrise 2000 with hood” model as manufactured by Perfecta Fabric Awnings, may be used at installers option.
- Awning cover is to be woven acrylic fabric “Astrup Sunbrella®” 60 inches wide at 9.25 oz. per square yard. Color must be plain “Astrup Sunbrella®” “Heather Beige” #6072 to nearly match the vinyl siding color (Alcoa Driftwood). No exceptions.
- A “wind lock” limiting device (limits vertical lift of arms) or its equivalent is required to avoid destructive wind uplift of an extended awning.
- The recommended vendor and installer is Steve’s Custom Canvas, Webster, NY; 265-1170.
- Awning installation, accessories, maintenance and insurance must be at the homeowner’s expense. Maintenance is defined as and shall include the entire awning and its mechanism as well as damage to the building’s structure, trim, siding or deck as a result of the awning’s installation.

3. Garage Doors

- Garage doors are the responsibility of the Homeowner.
- Doors may be replaced with the same un-insulated or insulated door as long as the exterior door material and design is the same as the door being replaced.
- In an emergency, the Property Manager may issue an “Approval” or “Approval with Conditions” without going to the Architectural Standards Committee.

4. Porch Deck, Railing Systems and Privacy Fences

- Porch deck, railing systems and privacy fences are the responsibility of the homeowner.
- Porch deck boards may be replaced with a similar, drainable composite or PVC material with a medium brown color compatible with the siding color. Variance Request must be accompanied with manufacturers technical data sheets and color selection for approval by the ASC.
- Deck boards may be stained or painted with suitable deck stain or paint with medium brown color compatible with the siding color. Variance Request must be accompanied with manufacturers technical data sheets, color selection, compatibility with existing deck board material and be approved by the ASC.
- Wood deck boards are not permitted.
- The railing system and privacy fences must be white vinyl and of similar design as existing.
- Any request for replacement or extension of the deck must be accompanied by the name of the contractor, evidence of insurance, drawing(s) of such replacement or extension and a building permit from the town of Perinton.
- Deck enclosures are not permitted

5. Windows

- Windows are the responsibility of the Homeowner.
- Window replacement may be one of the following types:
 - a. Full frame replacement (new construction window)
 - b. Replacement window (pocket replacement)
 - c. Sash replacement (new sash in existing frame)
- All new window parts must have the same frame and sash width as the existing windows. (Glass area must remain the same).
- All windows must be a double hung dual pane insulating glass with low-e glass, full screens and internal $\frac{3}{4}$ " contoured mullions.
- The exterior of any window part must be maintenance free such as vinyl, fiberglass or aluminum cladding that will not require painting.
- The homeowner and installer are responsible for remediation to pre-replacement conditions any of the external damage during replacement.
- Type 1 replacement will most closely resemble the original window but will require the most disruption of the interior and exterior.

Windows (continued)

- Type 2 replacements will minimize the disruption of the interior and exterior but can reduce the glass area and should be carefully checked to insure it does not reduce the glass area.
- Type 3 replacements would have little effect on interior and exterior but could reduce the open area of the window and probably reduce the glass area and therefore should be discouraged.
- Basement windows may be replaced with permanent glass block windows (some of which should be vented).
- Egress windows must comply with all Town of Perinton requirements. Variance request must include drawings and evidence of such compliance.

6. Emergency Generators

- Natural gas or diesel oil powered generators with transfer switches will be allowed. Gasoline powered generators are not allowed.
- A drawing with the exact location dimensions must be provided with the variance request.
- Minimum clearances between the generator and the unit's walls must be in accordance with Manufacturer's Installation Instructions and local codes.
- The external Customer Connection Electric Panel must be mounted on the unit's masonry foundation wall, not on the unit's siding.
- If foundation wall mounting is not practical, cut a hole the size of the panel in the siding and mount the panel on $\frac{3}{4}$ " exterior plywood inserted into the hole.
- Gas piping and electrical conduits must be buried in the ground at least 6" if the run from the house to the generator exceeds 36".
- The maximum noise rating for the generator at full load must not exceed 72 DBA at 7 meters (23 feet) from the generator.
- A licensed electrician must install the electrical wiring and the Electrical Inspector must approve the installation and such evidence must be provided.

Emergency Generators (continued)

- A licensed plumber must install the gas piping and the completed installation must be approved by the utility gas company and such evidence must be provided.
- The installation must be in accordance with all Town Building Codes & Ordinances and such evidence must be provided.

Glossary of Terms

Architectural Standards Committee (ASC) – A permanent committee established by the Declaration to review and approve all proposed improvements, additions, modifications or alterations to any existing improvements or any change in the use of a lot or property, including Association property.

Association – Mayfair Park Homeowners Association, Inc.

Association Property – All land, improvements and other properties owned by or in possession of the Association.

Board – The duly elected Board of Directors, past or present, of the Mayfair Park Homeowners Association, Inc.

Declaration – The document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens as it may from time to time be supplemented, extended or amended.

Homeowner (or Owner) – The holder of record title, whether one (1) or more persons or entities, of the fee interest in any lot or townhome, whether or not such holder actually resides in such townhome or on such lot.

Lot – Any portion of the property (with the exception of Association property as heretofore defined) under the scope of the Declaration and as either identified as a separate parcel on the tax records of the Town of Perinton or shown as a separate lot upon any recorded or filed subdivision map.

Member – Each holder of a membership interest in the Association, as such interests are set forth in Article III of the Declaration.

Policy Manual – This book containing the current Rules and Regulations of Mayfair Park Townhomes.

Property – All properties subject to the Declaration.

Property Manager – A management company contracted by the Board of Directors to provide ongoing administrative, property management and maintenance services to the community. The Property Manager is referred to as the Managing Agent in the Declaration.

Townhome – Each completed dwelling as evidenced by issuance of a Certificate of Occupancy by the Town of Perinton, including garage, situated upon the property or any such structure or improvement on the property that is intended to be occupied as a residence or in

conjunction with a residence.

Variance – A document describing any variation from the Policy Manual. A variance may be requested by any townhome owner and will be answered as “Approved”, “Approved with Conditions” or “Not Approved” by the Architectural Standards Committee.

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