



# **HOMEOWNERS' ASSOCIATION**

## **RULES & REGULATIONS**

*Revised March, 2011*

*Revised 2014*

*Revised April 2018*



## **MANAGEMENT COMPANY**

**Crofton Perdue Associates**  
**111 Marsh Road**  
**Pittsford, NY 14534**  
www. croftoninc.com  
Phone: 585-248-3840 fax: 585-248-3666

Office hours are 8:30 a.m. – 5:00 p.m. weekdays

### **Contact Crofton Perdue Associates to:**

**Request maintenance**  
**Request a variance form (or these may be obtained online)**  
**Inquire about assessments**  
**Report violations of rules and regulations**  
**Obtain general information**

In an **emergency** (nights, holidays and weekends) call: 585-248-3840. Leave your name, address, and nature of the problem. Someone will be back in touch with you within 15 minutes.

This handbook will be distributed once and is to be retained by each unit. In the event of a resale of the unit, the handbook should be given to the new owners at the closing. Additional copies are available from the management company for a fee.

In addition to these rules, the Colonial Heights Homeowners' Association members are governed by the provisions of the Declaration and By-laws of the Association found in the Offering Plan, which was provided to the original homeowner by the builder. Copies of the Offering Plan, Declaration, and By-laws (including amendments), are available from Crofton Perdue Associates for a copying fee.

Crofton Perdue's website is [www.croftoninc.com](http://www.croftoninc.com). Go to the "Properties" tab and drag the mouse to Colonial Heights and click on that. The following information is available.

- Town of Perinton, click on the link to their website.
- Waste Management, click on the link to their website
- Variance Request forms can be printed
- The monthly calendar shows the dates for mowing, trash pickup and special services such as lawn treatments.
- If you provide your email address to Crofton Perdue, you will receive the monthly Board of Director meeting minutes and other Colonial Heights information throughout the year.

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## **GENERAL INFORMATION**

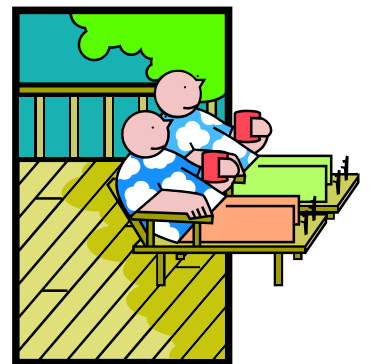
1. The Board of Directors reserves the right to amend, repeal or add to these rules and regulations for the safe and efficient maintenance of Colonial Heights townhouse development and for the comfort and convenience of the occupants thereof.
2. A townhouse owner must apply to the Board of Directors for a temporary waiver of one or more of the stated rules. Such temporary waiver must be granted by a majority of Board of Directors.
3. According to the By-Laws of the Colonial Heights Homeowners' Association, the Board of Directors is authorized to levy fines against members for violation of rules and regulations.
4. "Common Elements" refers to all of Colonial Heights except for the land directly beneath each townhouse. Common elements include driveways, roadways, sidewalks, landscaping, signs and lighting.
5. Complaints regarding service or operation of the management shall be made in writing to The Board of Directors and to Crofton Perdue Associates, our property management company.

## **ASSESSMENTS, LATE CHARGES, LIENS**

1. The monthly maintenance assessment is required to maintain the property and to provide needed services to the homeowner. It is due and payable on the first day of each month at the office of the managing agent. Special effort should be made to pay in a timely fashion. Failure to pay the monthly maintenance assessment and/or charges for damages by the due date will result in a late fee of 10% after the 15<sup>th</sup> of the month. Crofton Perdue also offers an automatic payment option (ACH). If you would like to take advantage of this option, please call Crofton Perdue for the appropriate form.
2. Special assessments of up to 20% of the annual maintenance fees may be charged to each lot owner for purposes deemed absolutely necessary by the Board of Directors. Special Assessments greater than 20% of the annual maintenance fee must be voted on by homeowners per our By-Laws. Late fees will be charged if not paid within the 15 day grace period.
3. Continued failure to pay assessments will result in a lien being placed against the homeowner's property and the imposition of interest and additional charges to cover the legal expenses involved.
4. Failure to pay all sums associated with the establishment of the lien(s) against a homeowner's property may result in a lien foreclosure action against that homeowner.

## PROPERTY PRESERVATION AND CLEANLINESS

1. Each homeowner is responsible to keep the exterior of his/her unit clean and free of debris.
2. The sidewalks and entrances must not be obstructed, encumbered, or used for any purpose other than ingress or egress.
3. Trash containers must be covered and may not be put out before 5:00PM on the day preceding trash pickup. Empty containers must be returned to the garage on the same day of pick up. Since our pick up is generally late morning, it is recommended that your trash be put out early on the day of pick up. Take care to only place your trash container on the common area of your unit.
4. Clotheslines are not permitted in the Association.
5. Townhouse owners and/or their guests shall not cause or permit any disturbing noises or objectionable odors to be produced upon or emanate from their townhouse. No noxious or offensive activity shall be carried on in any unit or in the common elements. Nothing shall be done, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.
6. Townhouse owners, and/or their guests, their contractors or their vendors shall not at any time or for any reason whatsoever, enter upon the ROOF of any townhouse or any building without prior written consent of the Board of Directors.
7. Any damage to common property or the exterior of individual units either by the moving of objects, cars, bicycles, toys, tools, etc; shall be the responsibility of the unit owner involved. Any repair cost shall be paid for by the owner responsible for the damage.
8. Water hoses should be properly stored both summer and winter. The contractors are not responsible for damage to these hoses.
9. Outside items such as grills, chairs, plant containers, etc. must be stored during the "off" season. They must be stored, neatly, on a deck or patio, or in the garage or basement.



## **AREA LIGHTING**

1. For the safety and security of the residents and any maintenance workers (e.g. snow removal), post lamps will be operative during non-daylight hours. Owners of townhomes with switch controls for post lamps will keep the switches in an “On” position.
2. For light-bulb replacements in post lamps, contact Crofton Perdue Associates.
3. All other light fixtures are the homeowner’s responsibility.
4. Solar lighting – Up to four (4) black solar lamps may be allowed at a homeowner’s unit. They must be placed away from the areas that are mowed by the contractor. Any damage to solar lights will be the responsibility of the homeowner.



## **EXTERIOR DECORATIONS**

### **Non-Seasonal Decorations**

1. The only items that can be attached to the exterior of your unit are: one (1) flag and/or one (1) decorative item.
2. Decorations of appropriate size and quantity are permitted in the front garden area or on the deck of the homeowner’s unit. The Board reserves the right to define any excessive or inappropriate decorations and to request that they be removed.
3. To avoid damage to light poles they **may not** be decorated at any time.
4. In an effort to minimize the infestation of rodents, bird seed and suet bird feeders are prohibited. Liquid feeders are permitted. A list of plants that attract birds is included in the back of this rule book for those that are interested. Please remember a variance is necessary for any permanent plantings that are planned.



### **Seasonal Decorations**

1. December seasonal lighting and/or decorations may be displayed between Thanksgiving and mid-January. Any decorations that are not removed by January 15<sup>th</sup> may be removed by the management company at the homeowner’s expense.

2. Any other holiday decorations may be displayed two weeks before and after the holiday.
3. For safety reasons, no decorations should obstruct the house number.
4. The placement of electrical cords across the walkways for holiday decorations must be secured flat to the ground and covered to prevent any injuries to guests and/or contractors.
5. Trees on homeowner property may be decorated only during the December holiday.
6. Other trees may not be decorated.



\*\*\* Any damage incurred to the exterior of a building due to decorations is the responsibility of the homeowner.

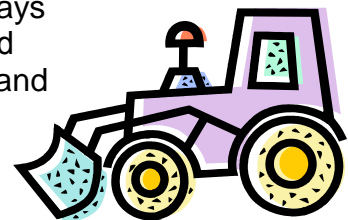
\*\*\*\*\* The Association or its contractors shall not be responsible for any damage to decorative items.

### LANDSCAPING

1. No townhouse owner shall make any landscape addition or alteration, including, but not limited to: trees, shrubs, mulch or ground cover, without the prior written consent of the Board of Directors, (a variance) pursuant to Section 8.03 of the Declaration.
2. No townhouse owner shall alter, impair or otherwise affect the common elements without the prior written consent of the Board of Directors (a variance).
3. If a variance has been granted, homeowners are responsible for maintaining and weeding any flower beds, shrubs, etc. that they or prior owners have planted. This will not be the responsibility of the Association.

### SNOW PLOWING

1. The snow plowing contract does not include salting driveways or sidewalks. It is the homeowners' responsibility to spread **calcium chloride** (NOT sodium chloride) on the sidewalk and driveways of their homes.
2. Place trash and recycle bins out of the way.
3. No parking on the street.



## ARCHITECTURAL GUIDELINES

A variance request form is included in the back of this handbook for your use when submitting any request for change. Additional forms can be obtained from [www.croftoninc.com](http://www.croftoninc.com). If you are considering any modification to the exterior of your home, please obtain a quotation from a contractor and submit a Variance Request Form explaining the project to the managing agent for Board review. Within 30 days, the request will be reviewed and you will be notified of the decision. Please note the insurance requirements on the Variance Request form.



1. No exterior permanent play equipment is allowed.
2. No blinds, shades, or screens shall be attached to, hung, or used on the exterior of any window or door of the premises.
3. No free-standing structures can be placed on the deck, patio or yard (such as tents, gazebos or inflatable decorations).
4. No fire pits or open flames are allowed in the complex.
5. No owner or licensee shall install exterior wiring for electrical, television antennas, or radio antennas without a variance.
6. All Association members shall be subject to certain restrictions in the Association By-Laws, including certain architectural controls prohibiting the erection of any buildings, fences, walls, or structures upon the properties. Any exterior addition, change, or alteration of any building or lot, unless such alteration has been first submitted and approved in writing by the Board of Directors, is strictly prohibited.
7. Effective December 2009, homeowners selling their units must provide the buyer of their unit with a Certificate of Architectural Compliance. The certificate will insure the buyer that the exterior of the unit being sold is in compliance with the governing documents of the Association. In addition, the certificate will list all variances approved by the Board for the unit being sold.

The management company, when contacted by the buyer's attorney, will notify them that a certificate is required. The management company will provide the certificate for a fee (currently \$100). Upon request, the Property Manager will make a physical inspection of the exterior of the unit being sold. Any changes made to the unit or to the common areas surrounding the unit will be recorded on the certificate.





Any item in need of maintenance that is the responsibility of the seller will also be recorded on the certificate. Any maintenance item that is the responsibility of the Association will be written up on a work order and scheduled for repair. Sellers may be present during the inspection if they wish; however it is not necessary. The completed certificate will be forwarded to your attorney prior to the scheduled closing.

**The installation or addition of the following items have been allowed in Colonial Heights, subject to approval by the Board of Directors:**

AWNINGS (call Crofton Perdue for specifications)  
DECKS  
LANDSCAPING  
PROPANE TANKS FOR GAS FIREPLACES (call Crofton Perdue for specifications)  
ROOF HEATING ELEMENTS (call Crofton Perdue for specifications)  
SATELLITE DISHES (call Crofton Perdue for specifications)  
SKYLIGHTS  
STORM DOORS – full view – bronze color only  
WINDOWS

*A variance must be submitted for any of these items. If approved by the Board of Directors, the variance must be strictly adhered to.* In some areas, the Board of Directors has thoroughly researched and chosen specific styles, colors, and sizes. These specifications and guidelines *must be followed*. Approval by the town of Perinton is required in some cases (e.g. a permit to build a deck, install a propane tank, etc.).

### **OCCUPANCY**

1. No townhouse may be used for a commercial purpose without the approval of a variance submitted to the Board of Directors. Any home based business cannot interfere with the preservation or the general character of the neighborhood.
2. The owners of each townhouse will be responsible, at all times, for appropriate window treatments. Owners must ensure that non-occupancy is not apparent from the street or back of the house.
3. If a homeowner will be gone for an extended period, they will need to contact the property management company. At that time the homeowner will be requested to report an emergency contact person and phone number.
4. On July 20, 2010, your Colonial Heights Homeowners Association Board of Directors approved a Lease/Occupancy Approval Procedure and a Lease/Occupancy Addendum to preserve property values and the general integrity of our Association. Any Colonial Heights owner considering renting their unit, or permitting long term occupancy by a house sitter or other person while the owner is absent, must receive prior approval from the Board.

### **Lease/Occupancy Approval Procedure**

The By-Laws of Colonial Heights charge the Board of Directors with responsibility for implementing the regulations, rules and responsibilities stated in that document. The authority to regulate leases and non-owner occupancies is contained in Section 11.27 of the Declaration.

The general economic climate, along with new and more rigorous mortgage and insurance regulations, led the Board of Directors to develop the following Lease/Occupancy Approval Procedure for those times when the townhouse owner of record will not be the tenant or occupant of the townhouse.

The procedure is as follows:

**Owner:** Notify the HOA Board President in writing immediately upon considering leasing, or giving up occupancy of the townhouse to a relative or house sitter, and request preliminary approval by the Board of the lease/non-owner occupancy.

**HOA Board President or designee:** Within ten business days (a) notify the members of the Board and the management company representative of the request; (b) review the HOA provisions for approving a lease or non-owner occupancy, and determine the number of such approvals in place; and (c) place review of the request to lease/occupy on the agenda of the next Board meeting.

Within two business days following the meeting, notify the Owner of the Board's decision; and, if the Board grants approval of the lease/occupancy request, transmit to the Owner the appropriate lease/occupancy addendum to be agreed to by the Owner and the Tenant/occupant.

**Owner:** Within five business days of finalizing the lease/occupancy addendum by the Owner and the Tenant/occupant, remit to the HOA Board President or designee a signed copy of the lease/occupancy addendum acknowledging that both the Owner and Tenant/occupant understand and will comply with the terms of the Colonial Heights By-Laws.



**HOA Board President or designee:** Notify the members of the Board and the management company representative of the receipt of the signed lease/occupancy addendum and make all appropriate filings and notations to the records of the HOA.

**Owner:** Notify the HOA Board President in writing immediately upon deciding to renew, or to terminate, the lease or occupancy.

**A Lease/Occupancy Addendum Form will be found on pages 15 and 16 of this handbook.**

## SIGNS AND SALES

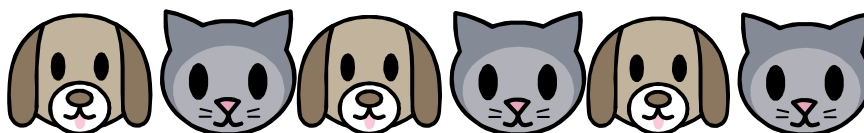
1. No sign, advertisement, notice or other lettering shall be exhibited, painted or affixed to the units without prior written consent of the Board of Directors. This includes such items placed by either the owner or contractor on any part of the outside of any building or lawn. They cannot be hung from windows, doors, or placed in windowsills.



1. One "For Sale" sign is permitted only in one window of the unit when the property is on the market. If there is a Realtor's open house, there shall be no more than three signs allowed the day of the open house. One open house sign on the property and two directional signs within the Colonial Heights confines. The Realtor's open house signs must be immediately removed after the open house concludes.



2. One, 1-day garage sale is allowed per year, per unit. A Variance is required. Any damage done to Common Areas or the individual town house property by sale patrons will be the responsibility of the homeowner(s) holding the sale.



## PETS

Townhouse owners shall be permitted to keep two (2) dogs or two (2) cats, or one (1) dog and one (1) cat, only if such animals do not disturb or annoy other residents. The Board discourages large dogs due to space limitations.

Pets (cats included) are not allowed to run free or remain unattended on a leash. **Pets shall be leashed and restrained at all times while outdoors** (8-foot leash recommended). Lack of restraint of an unleashed pet is considered a violation. Pet owners are responsible for the actions of their pets and the pets of their guests. Invisible fencing is strictly prohibited.

Pet owners must **not** permit their pets **on the lawns of other homeowners**, as property damage and unpleasant odors will result from droppings. If pets use back lawns of the pet owner, the owner is responsible for the repair of any damage to the area. There should be no signs of pet urination or droppings on the lawns and shrubs. Repair of damage to the lawn or grounds caused by a pet is the responsibility of the pet owner. If repairs are not completed the Association will fine the homeowner, make repairs, and all expenses will be billed to the homeowner.

Should a violation or annoyance arise, the complainant is encouraged to contact the owner and resolve the matter in a friendly manner. If the problem persists, a complaint can be filed with the Board. A complaint must be submitted to the managing agent, in writing. It should include the **date, time, and description of the pet, pet owner's name, violation or annoyance and signature of the complainant.**

Upon receipt of a valid complaint, a warning letter will be issued to the pet owner, citing the violation(s). Subsequent complaints will result in additional fines. All fines not paid within 30 days, are subject to late fees, additional charges, and will become part of the next monthly assessment. All unpaid fines will be carried forward in the homeowner's account as an unpaid assessment until such time as all charges, including late fees and collection cost, have been satisfied. All amounts collected will be placed in the general operating fund of the HOA.

## **VEHICLES AND PARKING**

Townhouse owners, and/or their guests or contractors will abide by the following parking and traffic regulations:

1. **THE SPEED LIMIT ON THE PROPERTY IS 15 MILES PER HOUR.**  
As concerned neighbors, you should call 911 and report the make and license plate number of any car involved in reckless driving or threatening behavior. Please notify Crofton Perdue of the make and license plate number of any speeders and **PLEASE SLOW DOWN!** You will arrive home a few seconds later, but insure the safety of your neighbors!
2. Units with a one car garage have two parking spaces - one in the garage and one in the driveway. Units with a two car garage have four parking spaces - two in the garage and two in the driveway.
3. Vehicles may not extend into the street or onto another owner's driveway.
4. Guest/temporary parking areas are provided on the property. These areas may be used by Residents and/or guests, for up to 48 hours. Usage of these areas is permissible only after the townhouse owner's parking area has been filled to capacity. When townhouse owners are planning a special function and will require additional parking spaces, they should contact Crofton Perdue Associates and advise them of the date. Also, alerting neighbors may help create additional parking spaces.
5. For parking in excess of 48 hours, permits are required and may be obtained from Crofton Perdue Associates. Further extensions or additional permits are at the discretion of the Board.



6. NO RESIDENT AND/OR GUEST SHALL PARK ON ANY STREET WHEN PARKING SPACES ARE AVAILABLE ON THE HOMEOWNER'S PROPERTY. HOMEOWNER'S AVAILABLE PARKING MUST BE EXHAUSTED BEFORE ANY STREET PARKING IS PERMITTED.
7. Homeowners, and/or guests shall not park in parking spaces of other homeowners without permission or in such a manner as to prevent ready access to parking spaces of other owners. Improperly parked vehicles are subject to removal at the owners' expense.
8. When vehicles need to park on Colonial Circle, **they must be parked on the even numbered side of the street.** They must not prohibit other homeowners from entering and exiting their driveways. No parking is permitted on the **lawns or other grassy areas.** In winter months, cars should not be parked on the streets to interfere with snow removal.
9. OVERNIGHT PARKING (between the hours of 1:00 a.m. and 7:00 a.m.) ON STREETS IS STRICTLY PROHIBITED. Vehicles are subject to removal at their owners' expense. Homeowners could be subject to a fine for guests who park on the streets overnight.
10. Powered non-highway vehicles, except for authorized maintenance equipment, may not be operated on Association property at any time. This includes, but is not limited to: mini-bikes, go-carts, snowmobiles, tractors, off road vehicles, etc. Skateboarding is also strictly prohibited at all times on Association property.
11. Vehicle repairs shall be limited to minor repairs only, and shall be done in the Homeowner's garage with the doors closed. Vehicles may be washed/waxed in the Homeowner's driveway only. Motor oil, antifreeze, or other vehicle fluids, etc. are not to be allowed to be drained from vehicles or disposed of on Association property. This is per environmental and fire hazard protection laws. Violators may also be subject to governmental action.
12. Recreational vehicles, step vans, trailers, flatbed trucks, boats and any commercial vehicles with names, advertising (logos) or lettering must be garaged.
13. The storage of boats, trailers, recreational vehicles, or unlicensed vehicles upon the common areas, driveways, and streets is strictly prohibited. Under unusual circumstances, the Board may grant temporary parking permits (24 hours).
14. Horns are to be used only when necessary for the safe operation of vehicles.



15. If a violation is noted of any of the above regulations, a courtesy letter will be sent to the resident notifying them of the incident.

16. If the violation continues, the homeowner is subject to fines as follows:

**\$15.00**-first violation

**\$25.00**-second violation

**Towing at homeowner's expense**-third and additional violations

All fines are due within 30 days. Fines not paid within 30 days shall be added to and become payable as part of the next monthly assessment due for the homeowner.

All unpaid fines will be carried forward in the homeowner's account as an unpaid assessment until such time as all charges, including late fees and collection costs, if any, have been satisfied. All sums will be placed in the general operating fund of the Association.

### **LEASE/OCCUPANCY ADDENDUM FORM**

The Owner and Tenant/Occupant agree to add the following provisions to any document or agreement wherein the Owner leases or temporarily transfers occupancy of the use of the subject unit to the Tenant/Occupant.

The provisions specified below shall remain in effect throughout the term of said lease/occupancy and any renewals thereof.

1. The Owner and Tenant/Occupant acknowledge that the leased premises are part of Colonial Heights located in Perinton, NY.
2. The Owner's right of lease and Tenant's/Occupant's right to use and occupy the premises shall be subject and subordinate in all aspects to the provisions of the By-Laws, rules and regulations of Colonial Heights. Failure to comply with the provisions of the By-Laws, rules and regulations shall constitute a material breach of this lease/occupancy addendum.
3. In the event of a material breach of the provisions of this lease/occupancy addendum, as determined by the Board of Directors, the Board will notify the Owner in writing and the Owner shall take immediate steps to correct said breach. If after twenty-one (21) days from receipt of said notice the breach has not been corrected as determined by the Board of Directors, then the Owner shall take immediate steps to evict the Tenant/Occupant from the premises. In the event the Owner fails to take action to evict the Tenant/Occupant, then the Board of Directors may take whatever action necessary to evict said Tenant/Occupant. Any costs incurred as a result of the Board's action, including but not limited to attorney's fees, shall be borne by the Owner. Failure of the Owner to pay such costs will result in a lien being placed against the subject unit.
4. This lease addendum grants the Tenant/Occupant a leasehold estate in the premises for the lease term specified together with the license-granting tenant/occupant, for such lease term. Tenants/Occupants have a right to use the common elements and common facilities of Colonial Heights (excluding without limitation, membership rights in the homeowner's association) provided that each Tenant/occupant, Tenant's/Occupant's family member, or guest, permittee, licensee, employees and agents exercise such license in accordance with the provisions of the By-Laws and rules and regulations.
5. Owner and Tenant/Occupant shall be jointly and severally liable for any damages directly or indirectly incurred by Colonial Heights as a result of the noncompliance by the Tenant/Occupant and/or Owner with the provisions of the By-Laws, rules and regulations or any other covenant of this lease/occupancy addendum.

(Continued)

LEASE/OCCUPANCY ADDENDUM FORM (Cont'd)

Subject Unit Address \_\_\_\_\_

Term of Lease/Occupancy From \_\_\_\_\_ To \_\_\_\_\_

Owner Name \_\_\_\_\_

Owner Temporary Address \_\_\_\_\_

Owner Phone \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant/Occupant Name \_\_\_\_\_

Tenant/Occupant Address \_\_\_\_\_

Tenant/Occupant Phone \_\_\_\_\_

Tenant/Occupant Signature \_\_\_\_\_ Date \_\_\_\_\_





## Colonial Heights Emergency Contacts

Name \_\_\_\_\_  Own  Rent

HOA Address \_\_\_\_\_

Mailing Address if different from above \_\_\_\_\_

\_\_\_\_\_

Email\* \_\_\_\_\_ Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

\*Association mailings and emergency notifications will be sent via e-mail to residents who supply an address.  
E-mail ensures quick delivery of important information and saves the Association money in postage fees!

**Resident #1**

**Resident #2**

**Resident #3**

Name \_\_\_\_\_

In an Emergency: Name Phone #

Nearest relative/friend \_\_\_\_\_

Secondary contact \_\_\_\_\_

**Please return at your earliest convenience via:**

**Email- [info@croftoninc.com](mailto:info@croftoninc.com), fax 585.248.3666 or mail to address below**

## VARIANCE REQUEST FORM

TO: BOARD OF DIRECTORS, Colonial Heights Homeowners Association  
c/o Crofton Perdue Associates  
111 Marsh Road  
Pittsford, NY 14534

FROM: Owner \_\_\_\_\_ Address \_\_\_\_\_  
Phone \_\_\_\_\_

**Alterations/modifications to the exterior of a townhouse, or adjacent common area, are not permitted without an approved variance. Unapproved alterations may be removed at owner's expense.**

I/we seek approval to make a modification to the exterior of our townhouse, or adjacent common area, as described here:

Reason for this request:

Anticipated start date \_\_\_\_\_ Anticipated completion date \_\_\_\_\_

1. A sketch, picture(s), or contractor's plan must accompany this request.
2. Initial here \_\_\_\_\_ to indicate that you understand and are responsible for all aspects of the project you described above, that you will comply with all permit requirements for this project, and that you will comply with the insurance requirements described below.

Any contractor working on Colonial Heights property must submit a current Certificate of Liability Insurance in an amount not less than **\$1,000,000** to cover injury or death to any one person in any one accident and not less than **\$2,000,000** to cover injury or death of two or more persons in any one accident. **Certificates of Insurance shall name the Colonial Heights Homeowner's Association, Crofton Perdue Associates, Inc. as well as the homeowner named above as the insureds and a copy of the certificate is required to be on file at Crofton Perdue Associates prior to the commencement of work.**

3. If approved, the exterior or common area modification described herein is the sole responsibility of the requesting owner and his or her successors. Approval of this variance by the Board of Directors does not make the Board, the Association, nor any person other than the owner responsible for maintenance and/or upkeep of the approved modification. Failure to maintain the modification will subject the owner to notices, potential fines and other actions described in the Rules & Regulations of the Colonial Heights Homeowner's Association including removal of the modification by the owner.

If approved by the Board of Directors, this modification becomes part of the property requirements of the Certificate of Compliance, necessary for the sale of the unit.

4. A preliminary response to this request will be given to the owner within thirty (30) days. If approved, work must be completed within one (1) year of the date of approval; if not, a new variance request must be submitted. The homeowner must notify the Board within thirty (30) days of project completion so that a final inspection can be done. Final approval is contingent upon review of the completed work.

Date \_\_\_\_\_ Owner's Signature \_\_\_\_\_

\*\*\*\*\*

\*\*\*\*\*

Board of Directors Action: Approved (Date) \_\_\_\_\_ Not Approved (Date) \_\_\_\_\_ Committee \_\_\_\_\_ Final (Date) \_\_\_\_\_

Board Secretary Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3/20/13

## VARIANCE PROCEDURE

### PURPOSE

The variance procedure insures that townhouses and common areas are maintained in keeping with the standards of care and visual appearance required by the By Laws of Colonial Heights, Rules and Regulations, and precedents established by the Board of Directors.

A variance is required for all alterations and modifications to the exterior of a townhouse or surrounding common area. See page 9 of the rules and regulations booklet for examples of items covered by the variance procedure. The Homeowner must possess an approved variance request PRIOR to starting any alterations or modifications.

### PROCEDURE

- 1- Any homeowner seeking to alter or modify the exterior of a townhouse or surrounding common area must obtain a variance request form from [www.croftoninc.com](http://www.croftoninc.com) PRIOR to starting any work.
- 2- Homeowner must complete the form by explaining in detail why you are making the request and by providing a complete description of the project. If the project requires a building permit from the Town of Perinton, please attach a copy.
- 3- Homeowner must submit the completed form to the Board of Directors through Crofton Perdue's office.
- 4- The Board of Directors will respond within thirty (30) days of the request.
- 5- If the variance request is approved, the homeowner may begin work and must complete the project within one year of variance approval.
- 6- Once the project is completed, the homeowner must send a written notice of completion to the Board of Directors within thirty (30) days. This will be attached to the unit's file for review if a Certificate of Architectural Compliance is required at a later date.
- 7- If the request for a variance is not approved, the Board of Directors will advise the Homeowner in writing of the reason the request was denied.
- 8- If the modification does not meet the specification of the approved variance the HOA has the authority to request the homeowner to remove the changes made to the property.
- 9- If the change made is not maintained (such as a flower garden) the HOA has the authority to hire someone to maintain it and charge the Homeowner for any expenses incurred.
- 10- Alterations/modifications to the exterior of a townhouse, or adjacent common area, **are not permitted without an approved variance**. Unapproved alterations may be removed at owner's expense.

### **Popular Plants For Seed-Eating Birds**

Here are some great choices for seed-eating birds:

Annuals	Perennials
Balsam	Blanket Flower
Black-eyed Susan	Lupine
Nasturtium	Purple Coneflower
Sunflower (Annual)	Sunflower (perennial)
Zinnia	

### **Attracting Hummingbirds**

Hummingbirds are well known for being drawn to red flowering plants, but they are also drawn to orange and pink flowers. Some favorites of hummingbirds are fuchsia, honeysuckle, morning glory, salvia and the trumpet vine. Plants with deep-throated flowers seem to be hand crafted for the bill of the hummingbird.

When choosing plants to attract birds to your garden, you want to consider the variety of birds you desire to see. Select plants based on the bird's needs. Buy plants with long blooming periods, or a variety of plants that bloom at different times of the year (early spring, mid summer, late summer, fall). Purchase flowers with nectar for hummingbirds. Perennials to Attract Birds and Hummingbirds:

- |           |              |                  |                |
|-----------|--------------|------------------|----------------|
| Agastache | Delphinium   | Hosta (fragrant) | Phlox (summer) |
| Allium    | Dicentra     | Iris             | Rudbeckia      |
| Aquilegia | Digitalis    | Lavender         | Salvia         |
| Aster     | Echinacea    | Lobelia          | Scabiosa       |
| Centaurea | Hemerocallis | Lupine           | Stokesia       |
| Chelone   | Heuchera     | Lychnis          |                |
| Coreopsis | Hibiscus     | Penstemon        |                |

## **SOME NATURAL PESTICIDE ALTERNATIVES**

(For the safety of you, your family and pets.)

Many chemical pesticides are very toxic, and in addition to killing pests, they can harm you, your children your pets and the environment. So next time, before reaching for that can of bug spray, try some of these safer alternatives.

### **ANTS**

- Spray ants with soapy water.
- Locate where the ants are entering your home, and place citrus oil and/or cayenne pepper along their entry area.
- To make your own indoor ant traps, mix together one-half teaspoon each of honey, borax and a sugar substitute. Place the mixture into bottles and place the open bottles on their sides in the areas where ants are present. The ants will take the mixture back to their nests as food, and it will kill the entire colony. (Keep borax away from your children and pets).



### **FLIES**

- Sprinkle cloth pieces with a few drops of eucalyptus oil, and place them on the table where your food will be served, as well as near your pet's food dish.
- Make sachets with cheesecloth and stuff them with dried basil leaves, bay leaves, cloves and eucalyptus oil. Place the sachets near doors or windows or anywhere else that flies are causing a problem.

### **FLEAS**

- Add brewer's yeast and garlic to your pet's food.
- Outdoors, brush or comb your pet regularly.
- Using mild soap and water, bathe your pet regularly.
- Score the skin of a whole lemon, then slice the lemon, place the slices into a glass or stainless steel container and add one cup of boiling water. Soak the slices in the water overnight. The next day, remove the slices and rub the water into your pet's fur. If your pet is large or has a lot of fur, use an additional lemon and cup of water.

### **COCKROACHES**

- If you do not have cats, make sachets with cheesecloth and stuff them with dried catnip. Place the sachets where roaches are present. You can also make a catnip tea and spray the tea behind counters, the back of cabinets and along all baseboards.
- Spray roaches directly with soapy water to kill them.
- If you have cabinets that drop down from the ceiling, place borax on top of them. The roaches will take the borax back to their nest, and it will kill the entire colony. (Note: keep borax



- away from children and pets, and do not place near food.)
- Purchase nontoxic roach traps.

### **BEES and WASPS**

- If you have a nest in your home or yard, call a professional to remove the nest and properly treat the area.
- When outside, keep food and drinks covered.
- Do not swat or squash bees and wasps. When you do, their bodies release chemicals called pheromones that signal other bees or wasps to attack, and you could be swarmed.
- If planning to be outdoors during the summer, avoid wearing bright colors and strong perfumes.



### **MOTHS**

- Make sachets with cheesecloth and either stuff them with cedar chips or a stuffing material sprinkled with cedar oil. Place the sachets in areas where moths are a problem.

**NOTE:** Each of the above alternatives are in addition to keeping the kitchen wiped up, washing dishes regularly, sealing foods in proper containers, vacuuming and dusting frequently, keeping all leaky faucets repaired and sealing up all cracks.

To: Colonial Heights Homeowners  
From: Board of Directors  
Date: December 2009  
  
Subject: Architectural Compliance

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Effective immediately, the Board requires that Homeowners selling their units provide the buyer of their unit with a Certificate of Architectural Compliance. The certificate will insure the buyer that the exterior of the unit being sold is in compliance with the governing documents of the Association. In addition, the certificate will list all variances approved by the Board for the unit being sold.

The Management Company, when contacted by the buyer's attorney, will notify them that a certificate is required. The Management Company will provide the certificate for a fee (currently \$100). Upon request, the Property Manager will make a physical inspection of the exterior of the unit being sold. Any changes made to the unit or to the common areas surrounding the unit will be recorded on the certificate.

Any item in need of maintenance that is the responsibility of the seller will also be recorded on the certificate. Any maintenance item that is the responsibility of the Association will be written up on a work order and scheduled for repair. Sellers may be present during the inspection if they wish; however it is not necessary. The completed certificate will be forwarded to your attorney prior to the scheduled closing.

This new procedure is intended to provide a continuity of responsibility and to provide new homeowners with information that may otherwise be overlooked. Should you have any questions about this new procedure, please feel free to call one of your Board members or contact the Property Manager at 248-3840.

## Colonial Heights Homeowners Association Delinquent Fee Collection Policy

The Board of Directors of the Colonial Heights Homeowners Association, pursuant to the authority and responsibilities required in Section 2.02 of the BY-LAWS and HOA RULES, has developed and will enforce the following Delinquent Fee Collection Policy. The purpose of the Policy is to maintain the revenues and the property values of the of the Association.

**1. Due Dates.** The annual monthly maintenance assessment as determined by the Board of Directors and as allowed for in the Covenant, Rules and Regulations shall be due and payable in twelve (12) monthly installments, one due on the first business day of each month. These assessments, and other charges not paid to the association by the sixteenth (16) day of the month in which they are due, shall be considered past due and delinquent.

**2. Invoices.** The management company will send each homeowner a mailing in December noting the monthly maintenance assessment fee, the due dates, some reminder materials, and information regarding the automated monthly assessment deduction procedure, should the owner desire that option, for the next year.

**3. Late Charges Imposed on Delinquent Installments.** A monthly maintenance assessment shall be past due and delinquent if not paid by the sixteenth (16) day of the month in which it is due. The Board shall impose a 10% late charge on the outstanding or past due balance then due the Association. The late charge shall be a common expense for each owner who fails to timely pay any installment of the monthly maintenance assessment by the sixteenth (16) day of that month.

After a maintenance assessment or other charge due the Association becomes thirty (30) days past due, the Board may, but shall not be required to, send a "late notice" to the unit owner. The Board may simultaneously send a copy of the notice to the mortgagee of the unit.

If payment in full is not received within forty-five (45) days, the Board may refer the account to an agency for collection, and, but shall not be required to, send a "Notice of Intention to Refer Account for Collection" to the unit owner. The Board may simultaneously send a copy of the notice to the mortgagee of the unit.

**4. Temporary Payment Plan Agreements.** In some circumstances the Board of Directors may consider a temporary payment plan whereby the owner responsible for delinquent payments may make a series of agreed-upon installment payments to bring the payment of all assessments and fees up to date. Any such plan shall run no longer than six months, e.g., all unpaid assessments and/or fees must be paid in full within six months of the date the Board and the owner agree on the payment plan. Either the Board or the owner may propose such plan.

**5. Interest Charges Imposed on Delinquent Installments.** The Association may impose an interest charge of 10% on any unpaid balance after ninety (90) days. The interest charge shall be a common expense for each owner who fails to timely pay either an installment agreed upon by the owner and the Board of Directors (see Temporary Payment Plan Agreements), or the full unpaid amount assessed.

The original unpaid assessment amount, late charge, and interest charge if incurred, shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Covenant, Rules and Regulations (and as set forth above) for payment of assessments.

**6. Acceleration of Assessment.** Pursuant to Covenant, Rules and Regulations, and provisions of this policy, if an owner's default in paying an installment of any assessment



levied against his/her unit continues for ninety (90) days beyond the due date, the Board, at its option, may accelerate the remainder of the delinquent assessment(s), fees, late charges, interest, or any other delinquent payments and declare them due and payable in full. Following such acceleration of assessment, the Board shall, at its sole discretion, begin foreclosure proceedings.

**7. Return Check Charges.** In addition to any and all charges imposed under the declaration, articles of incorporation and bylaws, the rules and regulations of the association, or this policy, a \$25.00 fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon-which it is drawn.

Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the association. Return check charges shall become effective on any instrument tendered to the association for payment of sums due under the declaration, articles, bylaws, rules and regulations, or this resolution after January 1, 2015.

If two or more of a unit owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the unit owner's future payments, for a period of one year, be made by certified check or money order.

**8. Attorney's Fees on Delinquent Accounts.** As an additional expense permitted under the declaration, articles, bylaws and statutes, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

**9. Application for payments made to the Association.** Payments received from an owner will be credited in the following order:

1. Charges for legal fees, court costs and other costs of collection
2. All late charges and interest accrued, as applicable
3. All other charges incurred by the Association as a result of any violation by an owner, his/her family, employees, agents or licensees, of the declaration, articles of incorporation, bylaws, rules and regulations or resolutions.
4. The monthly assessment for a unit, including any accelerated or special assessment due, as applicable; payments shall be applied toward the oldest month(s) then owed.

**10. Liens.** The Board may file a notice of lien against the Colonial Heights property of any delinquent owner in accordance with the terms and provisions of the Covenant, Rules and Regulations. A copy of the notice of lien shall be mailed to the owner and to the mortgage lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt.

**11. Referral of Delinquent Accounts.** The Association may, but shall not be required to, refer delinquent accounts to its attorneys, or collection agencies, for collection. Upon referral to such agents, the attorneys or collection agencies shall take all appropriate action to collect the accounts referred.

**12. Collection Procedures and Time Frame.** The following time frame shall be used in the collection of monthly installments of the maintenance assessment and all other unpaid

charges.

Due date (date payment is due) 1st (1) business day of each month.

Past due date (date payment is late) sixteenth (16) day of month in which payment is due.

Late charge imposed sixteenth (16) day of month in which payment is due.

Notice of Intention to Refer Account for Collection. Forty five (45) days following the payment due date the Board will notify the homeowner of the intention to refer the account to collections and the Association attorney for legal action.

Interest charges imposed after the ninetieth (90) day from the due date of the month in which payment is due.

The Board sends demand letter for payment including acceleration notice, to delinquent owner ninety (90) days after due date.

If owner fails to respond to the demand letter for payment, foreclosure is considered, and if appropriate, is commenced ten (10) days after the demand letter.

**13. The Board will consider a waiver of any provision herein upon petition in writing by an owner showing a personal hardship.** Such relief granted an owner shall be appropriately documented in the files. In addition, the Board is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Board shall determine appropriate under the circumstances.

**14. Notification to Owners.** The Association shall cause all owners to be notified of this Delinquent Fee Collection Policy and the late charges, returned check charge, and attorney's fees to be imposed after the effective date of those provisions of this collection policy. All other procedures set forth in this collection policy shall be effective immediately.

**15. Ongoing Evaluation.** Nothing in this resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

1/1/2015

EFFECTIVE DATE: