

# WINDSOR SQUARE HOMES ASSOCIATION

## RULES & REGULATIONS

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# WINDSOR SQUARE HOMES ASSOCIATION

## RULES AND REGULATIONS

### Introduction

These Rules and Regulations govern activities within Windsor Square and are published pursuant to the authority assigned by the Board of Directors by Article IV, Paragraph 11 of the By-Laws of Windsor Square Homes Association I, Inc.

The Rules and Regulations, together with the By-Laws and the Declaration of Covenants, Conditions, and Restrictions, make up the governing documents of the Association. All Association members (homeowners-of-record) are legally bound by these documents. The Association member is also responsible for the conduct of his/her family, guests, and tenants, and for ensuring that they abide by the Rules and Regulations. Violations may result in penalties, which are imposed upon the responsible Association member.

The Board of Directors has the authority & has also empowered the management company to enforce these rules on its behalf. In this capacity, the management company staff has authority to take certain actions described in the rules (e.g. towing of vehicles, confiscating toys left on common areas, etc.), and to immediately suspend the rights of use of the recreation facilities until the Board of Directors has reviewed the reported infraction.

The rules are not designed to be punitive or unnecessarily restrictive, but to provide a framework within which the rights of all residents are respected and the quality of community life is enhanced.

The Board of Directors adopted a full revision of the Association's Rules and Regulations on April 20, 1998, and assigned June 1, 1998 as the effective date. Future additions or revisions to the Rules will be issued as pages or chapters to be inserted, and will include updated pages of the Table of Contents. The effective date of each section of the Rules is shown both in the Table of Contents and in the lower left corner of each page.

# COMMON AREAS-----GROUNDS

## GUIDELINES AND GENERAL INFORMATION

All areas within Windsor Square not privately owned are owned-in-common by the Association membership for the enjoyment of all residents. These common areas include the clubhouse, swimming pool, private driveways, guest parking areas, playground, basketball court, lawns, and sidewalks.

Responsible use and enjoyment of the common areas is encouraged. Residents are expected to treat the property with care and to show respect for the right of all other residents to peaceful enjoyment of life at Windsor Square.

### **RULES AND REGULATIONS**

#### **I ALL COMMON AREAS**

- A. Personal belongings (including bicycles and toys) must be kept within the privately owned area of the townhome and may not obstruct entry to the home, patio, garage, or the property of other residents. They may not be left in the common areas, even when immediately adjacent to the owner's residence. The Property Manager is authorized to confiscate any that are repeatedly found in the common areas.
- B. The Penfield Noise Ordinance (see Appendix 1) applies to all common areas, as well as to all property within Windsor Square.
- C. Sports, games, or other activities involving balls or other projectiles are prohibited, unless the balls or projectiles are soft, i.e. not hard enough to break windows or cause injury. Residents are responsible for any damage or injury caused as a result of such activities.
- D. Skateboarding is prohibited on all common areas. Roller-skating and in-line skating are permitted only at the skater's own risk.
- E. Battery-operated vehicles may only be used under adult supervision.
- F. Smoking is prohibited in all common areas. It is permitted only on the homeowner's private property.

#### **II. PLAYGROUND**

Use of the playground should always be supervised by an adult. Parents should not rely on pool attendants, maintenance personnel, or others employed by Windsor Square or the management company to watch their children. The Association takes no responsibility for accidents occurring in the playground area due to improper use of equipment or inadequate supervision.

#### **III. BASKETBALL COURT**

The basketball court is available for use every day until 10 p.m. All ball playing is to be confined to that area, and noise levels are to be kept at a reasonable level (see Chapter 3-C) so as not to disturb immediate neighbors.

# COMMON AREAS --- DRIVEWAYS & PARKING

## GUIDELINES AND GENERAL INFORMATION

Common area driveways are owned-in-common by Association members and provide access to the garages. They consist of all roadways except New Wickham Drive (south border of the property) and Camberley Place (west border of the property), both of which are dedicated Town of Penfield streets. Common area (guest) parking is found in the clubhouse driveway area, in spaces between townhome buildings, and along the east and north driveways.

Guest parking is limited and the spaces are intended for the use of visitors and for residents who have more vehicles registered to Windsor Square than their garages can contain, i.e. a three-car family with a two-car garage. Guest spaces are not intended for the use of residents who use their garage parking space for other purposes, e.g. a family with two cars and a two-car garage, with half the garage used as a workshop or for storage. Guest spaces are also not intended for long-term parking of vehicles that are infrequently used. Vehicles that are not registered to Windsor Square, or other unused vehicles should be stored elsewhere, off Windsor Square property.

Space between garages is private property. The property lines extend from the side patio fence along an imaginary line parallel to the garage to a point opposite the garage corner near the mail box. These spaces may be used for parking if:

- a) Space permits without infringing on the neighbor's property and/or right of access, OR
- b) The neighbor has agreed to permit infringement on his/her property, AND
- c) The parked vehicle does not block access to either patio for emergency or utility personnel.

Any problems related to the use of these spaces must be resolved by the affected property owners. However, residents may not post signs or stripe the pavement in this area without specific approval of the Board of Directors.

## RULES AND REGULATIONS

### I. DRIVEWAYS & PARKING

- A. The speed limit on all private drives is 10 MPH.
- B. Any resident who does not first use the garage (and space between garages, if applicable) to full capacity for parking of registered motor vehicles is denied use of guest parking spaces.
- C. Vehicles must be parked within designated parking space demarcation lines where provided. Diagonal "hash" marks and/or snowplowing stakes indicate that parking is not allowed at sidewalk access points; vehicles blocking access may be towed without prior notice at the owner's expense.
- D. When parking on the north side of the north (back) driveway, vehicles must be parallel-parked. Visitors must first attempt to park in visitor parking. Overnight parking is not permitted.
- E. Parking on the lawns is not permitted at any time except during seal-coating of the property roads. Residents will be liable for damages caused by themselves, their guests, or delivery/service vehicles, including moving vans.
- F. Any vehicle which is leaking fluid of any kind must be removed from common area driveways and parking spaces as soon as the resident becomes aware of the leak. If the resident fails to remove

the vehicle within two (2) hours after notification by the Property Manager or his designee, the vehicle will be towed at the resident's expense. Residents are liable for repair or clean-up costs when roadways or parking spaces are damaged or stained by their vehicles or those of their guests.

- G. Vehicles or trailers that are not registered and/or have expired registration or inspection may not be parked on Windsor Square property at any time and will be towed at owner's expense. A resident may keep such a vehicle inside his/her garage only if the storage of such vehicle does not displace the parking of a registered vehicle in the garage.
- H. Vehicles or trailers with valid registration and inspection which are not in regular use may not be parked within Windsor Square unless parked in a garage or privately-owned space. Vehicles in guest parking spaces which have not been moved for more than two (2) weeks, will be towed at the owner's expense.
- I. Parallel parking in front of garages is not permitted at any time by residents or their guests except when loading and unloading, and only as long as absolutely necessary by delivery or service personnel.

## II. VEHICLES & EQUIPMENT

- A. Only passenger vehicles of Windsor Square residents and their guests may be parked overnight on Windsor Square property. Violators are subject to being towed.
- B. Commercial vehicles (defined as any vehicles which display advertising signage and/or equipment indicating that they are other than personal-use vehicles) may be parked on Windsor Square property only during periods required for delivery or service to residents. Resident-owned commercial vehicles may remain on the property only if they are parked inside the owner's garage.
- C. Recreational vehicles (defined as motor homes, trailers, camper bodies, boat trailers, etc.) and cargo trailers may not remain on the property overnight without a special permit from the Property Manager unless parked inside a garage.
  - 1) A resident may be granted one overnight stay (for loading) before using the vehicle on a trip and one overnight stay (for unloading) when returning from a trip. The printed permit, showing the date of issue and date and time the permit expires, must be posted prominently in or on the vehicle, which must be parked along the north side of the back drive, west of the retaining wall.
  - 2) Rarely, and only when justified by special circumstances, the Property Manager may issue a special permit for a longer stay. At no time are recreational vehicles to be used as temporary housing while on Windsor Square property.
- D. No minibikes, go-carts, snowmobiles, all-terrain vehicles, or any unregistered motor vehicles may be operated on Windsor Square property at any time.

## III. VIOLATIONS

See "Penalties and Due Process" (Chapter 3 - E) for penalties and procedures.



# COMMON AREAS --- CLUBHOUSE

## GUIDELINES AND GENERAL INFORMATION

The clubhouse serves as the community center for Windsor Square and its facilities are available, with certain restrictions, to all residents, their families, and their guests. The clubhouse also contains the office of the Property Manager and a private residence.

The clubhouse is secured by an electronic access system, which records the identity number of the key fob and the date and time that the fob is used. One key fob per household may be obtained from the Property Manager with a deposit of \$20, refunded when the fob is returned or forfeited if the fob is lost. Replacement fobs also require a \$20 deposit.

The clubhouse door should not be left unlocked after being opened with a key fob. The key fob holder is responsible for the repair or replacement of anything damaged or stolen by his/her guests or by others who entered the clubhouse through an unlocked door.

Any homeowner who has rented his townhome is deemed to have delegated his right of enjoyment to the Common Area and facilities to others and thereby forfeits his own right of enjoyment during any period that he does not reside on the property. (See Article II, Sect. 2 -- Declaration of Covenants)

## **RULES AND REGULATIONS**

**NOTE: Smoking is prohibited.**

### **I. USE OF CLUBHOUSE**

#### **A. PRIORITY**

Association activities open to all members take precedence in use of the clubhouse, followed by private social functions scheduled by residents. Homeowners who are not up-to-date on payment of their monthly assessment or any special assessment or other debt owed to the Association may not reserve any part of the clubhouse for private functions until after the debt is resolved.

#### **B. LIMITATIONS**

- 1) All private social functions must have an adult member of the hosting household in attendance at all times. This person assumes responsibility for the conduct of attendees.
- 2) Animals and pets, except necessary service animals, are not allowed in the clubhouse.
- 3) The clubhouse may not be used for business or profit-making functions.
- 4) Fire codes limit the use of the lounge to 55 persons.
- 5) Bathing suits are permitted only in the rest rooms on the lower level.
- 6) Only the lounge and kitchen can be reserved for private use. The hosting resident may allow guests to use other clubhouse facilities if they are available and not being used by other Windsor Square residents. However, the hosting resident assumes responsibility for any damage or loss.

#### **C. HOURS**

Unless special arrangements are made in advance with the Property Manager, no activities may take place in the clubhouse before 9:00 a.m. Functions in the lounge must end so that cleaning

can be completed and the building vacated by 1:00 a.m. Activities in any of the other first-floor rooms must end by 10:00 p.m.

#### D. RIGHT TO TERMINATE

The Property Manager or his designee has the authority to eject any person or terminate any function which, in his opinion, has become disorderly, disruptive, a nuisance to other residents, or illegal or hazardous in any manner. He may also suspend the responsible resident's use of the clubhouse for up to 30 days.

## II. CLUBHOUSE LOUNGE

### A. RESERVATIONS

- 1) Residents may reserve the lounge for private functions by contacting the Property Manager, completing a Clubhouse Reservation Agreement (see Attachment I - Forms), and providing the required fees. Homeowners who are not up-to-date on payment of their monthly assessment or any special assessment or other debt owed to the Association may not reserve any part of the clubhouse for private functions until after the debt is resolved.
- 2) Reservations will be accepted on a first-come, first-served basis, and no reservation may be made more than 12 months in advance of the scheduled event. In order to insure equity of access, reservations for recurring functions (e.g. a meeting every Tuesday or the first Thursday of every month) may be made no more than one month in advance.
- 3) Fees:
  - a) A one-time refundable security deposit of \$100 must accompany the Clubhouse Reservation Agreement. The deposit will be returned in full if no damage or loss has occurred and clean-up has been properly completed (see Clubhouse Reservation Agreement for specifics). If the resident intends to use the fireplace, an additional nonrefundable fee of \$5.00 is also required.
  - b) A non-refundable \$50 fee is required for the use of the Clubhouse, due at the time the reservation is made.

### B. PROPERTY RESPONSIBILITIES

- 1) Personal Attendance: The resident who reserved the lounge, or an adult member of his/her household, must be in attendance during the entire time of the function. No admission fee may be charged for attendance at the function.
- 2) Alcoholic Beverage Control: If alcoholic beverages are served, the hosting resident is responsible for their control and use, and for the behavior and safety of the attendees. Alcoholic beverages are not to be served to individuals under age.
- 3) Clean-up, Repair, or Replacement: The resident is responsible for clean-up, repair or replacement of all equipment, furniture, accessories, or other items available for use, and for clean-up or repair of any damages to the structure or grounds. If the resident has taken steps to override the clubhouse fob access system, the resident is also responsible for any damage, loss, or theft that may be caused in any part of the clubhouse by individuals who may or may not have been invited guests. Condition of the facilities and equipment will be determined through a pre-function and post-function inspection, jointly conducted by the Property Manager or designee and the hosting resident.
- 4) Parking: The hosting resident is responsible for ensuring that the fire lane in front of the clubhouse is kept clear, and that guests park appropriately in the clubhouse parking lot or in guest spaces. Parking on lawns or in front of garages is not permitted.

### **III. GAME ROOM**

#### **A. HOURS**

The Game Room will be open from noon until 10:00 p.m.

#### **B. LIMITATIONS**

- 1) At least one adult must be present when any group is using the Game Room.
- 2) Food and drink are not permitted in the game room.

#### **C. DAMAGE AND LOSS**

Responsibility for repair or replacement of equipment or furniture and repair of damage to the structure will fall on the resident(s) whose key fob(s) opened the clubhouse, and/or the resident(s) hosting a private function who permitted guests to use the game room.

### **IV. MEETING ROOM**

#### **A. HOURS**

The Meeting Room will be open from 9 a.m. until 10:00 p.m.

#### **B. DAMAGE AND LOSS**

Responsibility for repair or replacement of equipment or furniture and repair of damage to the structure will fall on the resident(s) whose key fob(s) opened the Clubhouse, and/or the resident(s) hosting a private function who permitted guests to use the meeting room.

# COMMON AREAS --- SWIMMING POOL

## GUIDELINES AND GENERAL INFORMATION

The swimming pool is a community asset to be shared by all residents. This requires that everyone fully cooperate with pool rules and behave with consideration for all other residents and guests. The rules are designed to make the pool experience enjoyable for everyone, with safety being Priority #1.

Each household planning to use the pool at any time during the season must complete the Pool Registration Form and deliver it to the Property Manager. He will activate their key fob and issue the wrist bands required to enter the pool area. If you do not have a clubhouse key fob you may obtain one from the Property Manager for a refundable deposit of \$20.

Each key fob is coded so that the time and identity of the user are recorded at each entry. These key fobs are only for the use of persons age eighteen (18) and older, and may be deactivated if rules and privileges are abused. Lost or stolen key fobs must be reported immediately to the Property Manager. Replacements may be obtained at a cost of \$20.00.

- Children under the age of eighteen (18) must **ALWAYS** be accompanied by an adult, age eighteen (18) or older.
- ***The resident to whom the key fob is issued is responsible for insuring that all family members and guests using the pool and/or pool enclosure UNDERSTAND AND OBEY THE RULES.*** The Association makes no representations as to the safety of the use of the pool, even for its intended purpose. Be advised that you always **SWIM AT YOUR OWN RISK.**

Any homeowner who has rented his townhome is deemed to have delegated his right of enjoyment of the Common Area and facilities to his tenants and thereby forfeits his own rights during any period that he does not reside on the property. (See Article II, Sect. 2 -- Declaration of Covenants.) **However, the homeowner is ultimately responsible for insuring that his tenants know and understand the rules of the Association and behave accordingly.**

Residents are reminded that the pool area is surrounded by private homes and behavior of those using the pool must reflect consideration for residents of nearby homes.

**NOTE: Smoking is prohibited.**

## RULES AND REGULATIONS

### **I. ADMISSION & SAFETY REQUIREMENTS**

#### **A. ELIGIBILITY TO USE POOL**

- 1) **Payment of Accounts** - Homeowners who are not up-to-date on payment of their monthly assessment, special assessment or any other debt owed to the Association, may not use the pool or the clubhouse until after the debt is resolved. Residents who are tenants of homeowners whose accounts are in arrears also may not use either facility until the account is brought up-to-date by the landlord.
- 2) **Children Under Age 18** - Children **under age 18** must **always** be accompanied by an adult (age 18 or older). An exception may be made if **both** of the following apply:
  - The child is at least sixteen (16) years of age AND
  - The child has current Red Cross certification.

In this case, the adult homeowner may apply to the Property Manager for a waiver of the age restriction. If the Property Manager determines that the child meets the requirements, he will issue a waiver of the age restriction. The waiver will be signed by both the Property Manager and the adult homeowner. If the Property Manager determines that the child does not meet the requirements for a waiver, the adult homeowner may make an appeal to the Board.

**NOTE:** Any child who has been granted a waiver under these conditions may NOT bring others who are under age eighteen (18) with him/her unless these others are accompanied by an adult age eighteen (18) or older. The waiver grants permission for pool entrance without being accompanied by an adult ONLY to the child named on the waiver. In case of any violation of the rule, the waiver will be rendered invalid.

- 3) **Wrist Bands** - Every person inside the pool fence **must** be wearing a wrist band which identifies him/her as a Resident (blue), Guest (pink), or Special Visitor (orange).

#### B. ADMISSION TO POOL

- 1) **Admission** –The swimming pool gate is equipped with an electronic lock which can be activated by running the Clubhouse key fob past the scanner between the hours of 8:00 AM to 8:00 PM. **The key fob is to be used only by a resident age 18 or older.**
- 2) **Pool Gate** - The gate must remain closed at all times. It is **NOT** to be opened to admit others except family or guests of the key fob holder. The key fob holder becomes responsible for the behavior and adherence to the rules of each person so admitted.
- 3) **Attire** -- All persons using the pool are to be properly attired in bathing suits. In addition, the following must be observed:
  - a) Every person inside the pool fence must be wearing the appropriate wrist band.
  - b) Any persons (including infants and toddlers) who may be incontinent must wear “Swimmies” or other diapers made specifically for pool use.
  - c) Bobby pins, hair pins, and excess suntan oil or lotion must be removed before entering the water.
  - d) Persons having open sores or cuts, or who are wearing bandages are not to enter the water.

#### C. SAFETY REQUIREMENTS

- 1) Any child unable to swim, regardless of age, must be **accompanied and supervised** by an adult (age 18 or older). The adult **MUST** be in the water with the child at all times.
- 2) A child may wear a life jacket as long as it is secured in such a way that the child cannot slip out of it. **Water wings and tubes or rings are NOT allowed.** Infant pool seats may be used for babies up to one year of age **solely and exclusively at the risk and peril of the parents and guardians of the children using such devices.**
- 3) Non-swimmers and beginners must stay in the shallow end of the pool, behind the rope, and must not venture out so far that they are unable to touch the bottom of the pool.
- 4) Swimmers may use noodles but no other flotation devices are allowed.
- 5) Face masks which restrict peripheral vision are prohibited. Goggles which cover only the eyes are permitted.
- 6) Projectiles of any kind (balls, Frisbees, etc.) or toys such as “super soaker” water guns which fire long, hard streams of water, are not permitted.

#### II. **POOL SUPERVISION:**

- A. The Property Manager, staff, Board of Directors, and Pool Committee have the authority to remove any person(s) from the pool area for violation of any of these rules. This includes behavior that threatens the safety or ability of others to peacefully enjoy the pool and surrounding area. If the person(s) refuses to leave immediately, a call to 911 with a charge of trespassing can be made. The key fob will be deactivated for a period of four (4) days.
- B. The authority to close the pool at any time because of weather, safety, overcrowding, etc., rests with the Property Manager, staff, Board of Directors, and Pool Committee.
- C. Orders from these designated officials **must be obeyed immediately**. Any person who disagrees with the ruling must first obey the ruling, then may bring his/her concerns to the Property Manager and/or to the Board. **Obey First, Complain Later – Safety First**.

### III. GENERAL RULES

- A. Knowledge of Rules – Residents are responsible for insuring that all family members and guests know and understand these rules and the penalties for violation.
- B. Guests - are limited to a **maximum of six guests** per resident household per visit. This limitation includes all those who enter the pool fence, whether or not they actually enter the water. An adult member of the hosting family must open the pool gate for them and must remain inside the pool fence with the guests.
- C. Special Visitors – defined as non-resident adult individuals who have been authorized to act in place of the hosting resident, use the resident's key fob, and be responsible for any other persons admitted with the key fob. These individuals may be:
  - 1) overnight guests (two days or more) at the resident's home
  - 2) guests who visit the home (and the pool) on multiple occasions during the season
  - 3) are employed as caretaker for a resident family member.

These individuals must be registered with the Property Manager, who will issue the appropriate wrist bands. These bands must be returned to the Property Manager when the visit ends.

- D. No resident or group of residents may reserve the pool for private use.
- E. Only service animals will be allowed inside the pool fence. No animals may be tied to the fence.
- F. Bicycles, tricycles, skateboards, roller skates, or other play equipment are not allowed inside the fence, nor may they be left on the sidewalks.
- G. Food, including gum and candy, are not allowed inside the pool fence.
- H. Glass containers may **not** be brought inside the pool fence, but beverages in cans or in paper or plastic cups are permitted. When exiting, everything brought inside the pool fence must be removed. Trash containers are provided inside the pool fence and on the clubhouse patio.
- I. Running inside the pool fence and "Horse Play" (pushing, spitting, undue splashing, obscene language, etc.) are not allowed.
- J. Electronic equipment may be used only with headphones so sound cannot be heard by others.
- K. Swimmers are not to play or hang on the safety ropes in the pool. No one is to play with pool safety or maintenance equipment.

### IV. VIOLATION OF RULES

- A. Residents are reminded that they are responsible for the actions of their family and guests. Homeowner-landlords are also reminded that they are responsible for the actions of their tenants.
- B. Violations of swimming pool rules will result in deactivation of the key fob for that household for specific lengths of time. No family members or guests of that household, whether or not they were responsible for the violation, may use the Clubhouse or pool during the penalty period.

- C. Anyone who violates these rules will be told that their behavior is in violation and will be asked to stop the behavior immediately. If he/she complies with this request, the incident is considered to be resolved and no further action is taken.
- D. If they fail to stop the behavior they are required to leave the pool area immediately (see *II. Pool Supervision* on page 2) AND the key fob for that residence will be deactivated for four (4) days.
- E. A subsequent violation of any swimming pool rule **by ANY family member or guest of the same household** will result in deactivation of the key fob for that residence as follows: .
  - 1) Second violation --- one (1) week
  - 2) Third violation ----- thirty (30) days
  - 3) Fourth violation ---- remainder of calendar year

**The homeowner will be notified in writing of all penalties as a result of violations and may appeal the ruling as outlined in Chapter 3-E, *Penalties & Due Process*.**

# TOWNHOMES AND GARAGES

## **GENERAL INFORMATION**

### **Property Lines**

Property lines encompass the home, patio and garage, extending along the center of party walls and patio fences between units. Between garages, the property line extends from the side patio fence along an imaginary line parallel to the garage to a point opposite the garage front corner.

### **Easements** (See Article IX -- Declaration of Covenants)

- A. **Utility Companies**: Utility companies have a blanket easement for installation and repair of utilities, plus an easement centered on underground utility lines to the point of service on the townhouse structure. They are not responsible for damage to plants, patios, or buildings.
- B. **Association**: The Association has an easement to enter property (including townhome) to inspect, perform maintenance, or to prevent damage to other homes or common area.
- C. **Emergency Services**: Emergency service personnel have an easement to enter any part of the property (including townhomes) in the performance of their duties.

### **Insurance** (See Article IV, Section 14 -- Declaration of Covenants)

The Association carries fire and casualty insurance on all structures, and liability insurance on all common property. Residents should carry their own policies to cover personal property damage and loss, liability, theft, and the deductible provisions of the Association's policy, which may be billed back to the homeowner.

Any occurrence of damage to the townhome or garage should be reported immediately to:

- (a) The Property Manager so he can inspect and document the damage;
- (b) The resident's own insurance carrier.

The resident should obtain at least two (2) estimates in writing which detail both the damage and the cost of repair or replacement and should submit these to the management company.

### **Association & Homeowner Maintenance Responsibilities**

Both the Association and the homeowner are responsible for maintenance, but of different items. The matrix on the following three pages allocates that responsibility between the two in the areas of Homes and Garages, Common Area, and Insurance Coverage. See also Chapter 2 - B, *Exterior Maintenance*.

### **Annual Property Inspection**

All common areas and the exteriors of townhomes and garages will be inspected at least once a year by the Association and the management company for compliance with standards and regulations. Homeowners obligated to bring their property into compliance will be notified in writing by the management company.



**MAINTENANCE RESPONSIBILITY MATRIX**

**HOMES AND GARAGES**

<b>MAINTENANCE / SERVICE ITEMS</b>	<b>ASSOCIATION</b>		<b>HOMEOWNER</b>		<b>OTHER</b>
	<b>REPAIR / REPLACE</b>	<b>PAINT / SEAL</b>	<b>REPAIR / REPLACE</b>	<b>PAINT / SEAL</b>	<b>REPAIR / REPLACE</b>
<b>EXTERIOR</b> ** Requires Approved Variance Request					
Air Conditioning Unit & Pad			X		
** Antenna - Satellite Dish (& affected roof/siding area)			X	X	
** Awnings, Patio -- retractable			X		
Basement & Foundation Walls -- Home & Garage			X		
Chimney (Fireplace) -- Exterior Surface	X				
Chimney, Interior -- flue pipe, liners, screen caps			X		
Doorbell (s)			X		
** Door, Front -- and Frame		X	X		
Door, Front -- glass, hardware			X		
** Door, Storm / Screen, frame & hardware			X	X	
** Door, Garage Overhead, frame, glass & hardware		X	X		
Door, Garage Rear Man-door, frame, glass & hardware			X	X	
** Door, Home Rear Patio, frame, glass & hardware			X	X	
Fences, Patio	X	X			
Gardens, Common Areas	X				
** Gardens -- In Front or Beside Homes			X		
Gutters & Downspouts	X				
Hose Bibs	X				
Light Fixtures -- Front door & Garage above mailbox	X				
** Light Fixture , Other (exterior of home or garage)			X		
Mail Boxes	X	X			
Numbers, address	X	X			
Party Walls -- Concrete Block	X	X			
Partios -- surface, landscaping			X		
Roofs (shingles, sheathing, flashing, drip edge)	X	X			
** Roof Solar Tubes (& any affected roof area)			X		
Siding, Homes-- Brick, Nailite, stucco board, wood trim	X	X			
Siding, Garages -- Front & sides - Nailite, stucco, trim	X	X			
Siding, Garages - Rear -- cedar shakes, trim	X	X			
** Siding, Garages - Rear -- Nailite, trim			X	X	
Steps, Front	X	X	Snow Removal		
Steps, Rear	Original Build Only		Upgraded Installation		
TV Cable lines into home					Time Warner
Utility Lines, Electric -- Junction Box to Meter	X				RG&E
Utility Lines, Electric -- Meter into House			X		
Utility Lines, Gas					RG&E
Utility Lines, Telephone			X		Frontier
Utility Meters, Gas & Electric					RG&E

**MAINTENANCE RESPONSIBILITY MATRIX**

**HOMES AND GARAGES**

<b>MAINTENANCE / SERVICE ITEMS</b>	<b>ASSOCIATION</b>		<b>HOMEOWNER</b>		<b>OTHER</b>
	<b>REPAIR / REPLACE</b>	<b>PAINT / SEAL</b>	<b>REPAIR / REPLACE</b>	<b>PAINT / SEAL</b>	<b>REPAIR / REPLACE</b>
<b>EXTERIOR -- Continued</b> ** Requires Approved Variance Request					
Vent Covers -- Dryer, Fresh air intake	X	X			
** Vents -- Garage Roof			X		
Vents, Roof --- Furnace, bathroom, sewer	X				
Vents, Soffit	X				
** Windows, All -- glass, frames, hardware			X		
Window Well - Basement			X		
Window Well Cover	Front		Rear		
Wrought Iron Porch Roof Supports	X	X			

**\*\* NOTE:** For asterisked items above, a variance request must be submitted and approved BEFORE the item is installed for the first time, and again if the item is later replaced. All approved variances expire with the life of the item.

<b>MAINTENANCE / SERVICE ITEMS</b>	<b>ASSOCIATION</b>	<b>HOMEOWNER</b>
<b>INTERIOR</b>		
<b>MECHANICAL SYSTEMS</b>		
Furnace / Humidifier / Air Cleaner	NONE	X
Plumbing -- All Pipes & Fixtures	NONE	X
Sump Pump	NONE	X
Water Heater	NONE	X
Water Pressure Regulator	NONE	X
Water Shut-off Valves	NONE	X
<b>STRUCTURAL SYSTEMS</b>		
Fireplace (wood or gas) & Flue Pipes	None	X
Floor Coverings - All	None	X
Floors, Concrete -- Cellar & Garage	None	X
Floors, Other	None	X
Foundations, Floors & Walls -- Cellar & Garage	None	X
Foundations, Floors & Walls -- Structural Integrity	None	X
Walls & Ceilings -- All	None	X
Wall Coverings -- All	None	X
Walls, Concrete Block -- Party Walls, Attic to Cellar	None	X

**MAINTENANCE RESPONSIBILITY MATRIX**

**HOMES AND GARAGES**

<b>MAINTENANCE / SERVICE ITEMS</b>	<b>ASSOCIATION</b>	<b>HOMEOWNER / OTHER</b>
<b>COMMON AREA</b>		
Asphalt Surfaces -- Drives, Parking Spaces	X	None
Basketball Court	X	
Clubhouse - Structure, Furnishings, Systems	X	Leave clean after use
Fire Hydrants - Test, Paint, Snow Removal	X	
Flagpole	X	
Lawns, Gardens, Trees, Shrubs	X	Care of own containers &, with variance, in-ground plantings
Lawn Irrigation System	X	
Lighting System, Street & Sidewalk	X	
Maintenance Garage & Equipment	X	
Playground & Equipment	X	
Refuse Removal & Recycling	X	Proper containment of refuse, advance notice for large items.
Retaining Wall -- North Driveway	X	
Sewer Systems, Sanitary & Storm	X	
Sidewalks	X	
Snow Removal (3"), De-icing (hazardous ice)	X	Front step; private space beside garage, access to gate
Swimming Pool, Mechanicals & Equipment	X	
Utility Lines, Electric - Transformer to Junction Box	X	
Utility Lines, Natural Gas		RG&E
Water Mains - Frm Water Authority to Homes	X	
<b>INSURANCE COVERAGE</b>		
Fire & Casualty on Buildings & Property - Full Replacement Value (as originally built, before any upgrades or improvements.)	X	None
Liability Insurance on Common Areas	X	None
Directors' & Officers' Liability Insurance	X	None
Umbrella Catastrophe Insurance	X	None
Furnishings, Personal Property, Theft, Liability	None	X
Replacement Value of Improvements or Upgrades Over Original Build	None	X
Association Policy Deductibles, if at fault	None	X

# TOWNHOMES & GARAGES --- EXTERIOR MAINTENANCE

## GUIDELINES AND GENERAL INFORMATION

The *Maintenance Responsibility Matrix*, shown on pages 2-4 of the preceding Chapter (Chapter 2-A) provides a quick reference.

Exterior maintenance of townhomes and garages is a responsibility shared by the Association and the homeowner. The Association is responsible for maintenance of above-ground exterior building surfaces (except windows and doors), including roofs, gutters, and privacy fences. The Association also provides for the painting of the townhome front door and the overhead garage door. The homeowner is responsible for maintenance of any modifications/changes made to the exterior of the home (including those made by previous owners), for any exterior maintenance not specifically provided by the Association, and for all interior maintenance.

All requests for maintenance should be directed to the Property Manager. If the requested maintenance is not a responsibility of the Association, the Property Manager will notify the homeowner and will attempt to provide advice and counsel in resolving the problem.

## **RULES AND REGULATIONS**

### **I. DOORS AND WINDOWS**

Doors, storm doors, windows and screens, (including door jambs and related fixtures and hardware) must be maintained in such condition as to not detract from the appearance or value of the property. The townhome front door and overhead garage door will be painted by the Association.

- A. Homeowners may select the color for his/her front door to be painted from a palette of approved colors.
- B. Use of blankets, sheets, plastic, paper, or the like to cover windows is not permitted.
- C. All overhead garages doors will be painted the same color.
- D. Overhead garage doors should be kept closed when not in use. Use of newspapers, plastic bags, paint, etc. to cover garage door windows is not permitted. Opaque window film may be used but must be maintained in good condition. Peeling or flaking film must be removed.

### **II. PATIO AREAS**

The patio area is to be maintained in a condition that does not detract from the appearance or value of the property. Trash is not to be stored or allowed to accumulate in the patio, nor is the patio to become overgrown with plants. While the patio area is private property, it is visible from adjacent homes and must not become an eyesore.

**III. ACCESS AND EGRESS**

The front steps must be kept clear to allow safe access and egress. Planters are allowed but must be maintained or removed. Toys or other items must not be stored on the front step.

Enough snow must be removed from the private parking space between the garages AND the area inside the gate to provide a path for access and egress of emergency personnel.

**IV. REPLACEMENTS OR CHANGES**

If any door or window is to be replaced or any change is to be made to the building exterior, the homeowner must first submit a variance request and must adhere to guidelines (available from the Property Manager) regarding approved styles and colors. (See Exterior Modifications – Chapter 2 - C.)

**V. COSTS**

The homeowner is responsible for maintenance/repair of changes/modifications made to the building exterior by the current owner or by previous owners. The homeowner is responsible for any damage to common area or private property caused by willful or negligent acts of the owner, his family, pets, guests, or invitees. The homeowner may also be required to undo, at his own expense, any exterior work done without an approved variance request.

# TOWNHOMES & GARAGES --- EXTERIOR MODIFICATIONS

## GUIDELINES AND GENERAL INFORMATION

It is the duty of the Association to protect the property's appearance and marketability by ensuring that any changes to the exterior are consistent with community standards and compatible with the architectural style of the buildings (see *Article V - Declaration of Covenants*). Nothing may be attached and no exterior modifications of any kind may be made to any building until detailed plans and specifications of the desired change have been submitted to and approved in writing by the Board of Directors.

## **RULES AND REGULATIONS**

### **I. ESTABLISHED STANDARDS**

#### **A. WINDOWS (Variance required)**

- 1) All windows must have a brown tone.
- 2) Front of home: All upper and lower windows must be of the same style, i.e. all either have grids or all have no grids.  
Back of home: All upper windows must match in style (grids or no grids). Lower back (kitchen) windows do not have to match style of patio door.
- 3) Replacement windows must exactly fit the existing window openings. The adjacent exterior surface of the townhome must be restored to its pre-installation appearance.

#### **B. DOORS (Variance required)**

- 1) Front doors must be metal-clad. The style of the door must resemble other doors in Windsor Square, but no two adjacent townhomes may have the same style doors.
- 2) Front storm doors must be full panel and may be self-storing with a single bar across the middle. They may be white, almond, bronze/brown or be the same color as the front door. The exterior door frame must be painted to match the storm door.
- 3) Patio doors must be of a brown tone. Patio doors may have grids.
- 4) Garage overhead doors must be steel raised-panel doors, almond in color and must have windows in the third panel. See Property Manager for approved styles.

#### **C. SIDING, BACK OF GARAGE**

- 1) Nailite siding in natural cedar color, matching the siding on the homes and garages, may be installed on the garage back. A variance is required.
- 2) The original cedar shakes on the garage back may be stained dark brown or taupe, or a clear sealant may be applied. A variance is not required. The homeowner may do the staining /sealing or ask the Association to do it. The Association will not perform this work if the condition of the garage wall has been compromised by planting or other actions of the owner(s) so that the surface or structure requires repair.

#### **D. AWNINGS - RETRACTABLE**

Awnings must be compatible in color with the siding and must be mounted on the rear of the home, on the underside of the second-story overhang. A variance is required.

#### **E. HANDRAILS**

Handrails may be installed on the front step. A variance is required.

## **F. FIRE PITS**

Fire pits of any style or fuel type are NOT permitted, in accordance with the recommendations of the Penfield Fire Marshal. Our patios are not deep enough to maintain a 20-foot space between a fire pit and the building.

## **II. REQUESTING A VARIANCE**

Nothing may be attached and no exterior modifications of any kind may be made to any building until detailed plans and specifications of the desired change have been submitted to and approved in writing by the Board of Directors. Variance Request forms (see Attachment I - Forms) are available from the Property Manager.

**A.** The Board of Directors has granted a blanket variance for the following:

- 1) Window wells may be covered with a clear plastic bubble or a gray or brown metal grating. Grating must conform within one inch (1") to the shape of the window well opening and must be strong enough to support a 200-pound weight at any point.
- 2) Doorbell buttons may be installed on the garage, the rear townhome wall, and the fence at a height level with the door or gate handle and not more than one foot (1') from the door or gate jamb. All wiring must be concealed.

**B.** The Variance Request form must be submitted in duplicate, together with pictures, brochures, or other information describing the materials to be used. The homeowner must provide complete details about the nature, size, shape, and location of the proposed modification. Any contractor employed to do the work must complete part of the form.

**C.** The request will be reviewed by the Board's Architectural Control Committee and the homeowner shall be notified of the decision within thirty (30) days. If the request is rejected, reasons for rejection shall be given and the homeowner may submit a revised request or additional information for further consideration.

**D.** Possession of a town or county permit does not waive the need for Board approval of an exterior modification, nor does it guarantee approval. Although the Board will not knowingly approve a project that is in violation of the building and/or zoning codes, the responsibility for compliance with any applicable code is solely that of the homeowner. The homeowner requesting a modification is responsible for determining if plans and specifications are in full compliance with existing building and zoning codes, and with plumbing, electrical, health and safety laws and regulations.

## **III. APPROVED VARIANCES**

Approved variances expire with the life of the product, which may not be replaced without a submitting a new variance request. Approval or denial of the new variance request will be in accordance with the established standards in effect at the time that the new request is submitted.

## **IV. NON-COMPLIANCE**

Should any modification be made without advance approval, or which deviates from the approved variance, or which is left incomplete, the homeowner will be given written notice to undo the modification or otherwise bring it into compliance at his own expense. Failure to correct the deviation within a specified length of time will result in the Association taking action to complete or remove the modification. Any expense incurred by the Association will be passed on to the homeowner with an additional twenty percent administrative fee.

# TOWNHOMES & GARAGES --- INSTALLATION OF ANTENNAS

## **GUIDELINES AND GENERAL INFORMATION**

Only antennas permitted under the Telecommunications Act of 1996 may be installed within Windsor Square (see *Article VIII, Section 9 --- Declaration of Covenants*). The following rules are written to comply with the Act and with the "Over-the-Air Reception Devices Rule" (OTARD) promulgated by the Federal Communications Commission in May 2001. For that reason, procedures outlined below take precedence over any other Association rules (e.g. the Exterior Modifications rules) as applied to antenna installation.

When reading these rules, the following definitions apply:

- |                           |    |   |
|---------------------------|----|---|
| <u>Antenna</u>            | -- | Over-the-air reception devices, detailed below, AND all related masts, wires, cables, brackets, supports and other hardware.  |
| <u>Common Area</u>        | -- | All property and improvements owned by the Association for the common use and enjoyment of the owners, including all streets, drives, sidewalks, lawns, gardens, play areas, the swimming pool, basketball court and the clubhouse. |
| <u>Exclusive Use Area</u> | -- | All property and improvements within the lot line, including the interior and exterior of the resident's home, garage, and patio area.  |
| <u>Owner</u>              | -- | Owner of the antenna; the head of household (homeowner or tenant) of the residence where the antenna is installed or is to be installed.  |

## **RULES AND REGULATIONS**

### **I. INSTALLATION RULES**

#### **A. PERMITTED ANTENNAE AND MASTS**

1. A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite (DBS) service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals (see #4 below) via satellite.
2. An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via MMDS (wireless cable) or to receive or transmit fixed wireless signals (see #4below) other than via satellite.
3. An antenna designed to receive local television broadcast signals.
4. "Fixed wireless signals" are any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed Internet access to a fixed location. Other wireless signals such as AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals are NOT included under the FCC rule and antennas for these are NOT permitted in Windsor Square.
5. Antennae may be mounted on masts to reach the height needed to receive or transmit an acceptable quality signal (e.g. maintain line-of-sight contact with the transmitter or view the satellite). However, mast height may be no higher than absolutely necessary to receive acceptable quality signals. Masts may not extend beyond the owner's exclusive use area and masts higher than 12 feet above the roofline require a permit to insure safety.



## **B. LOCATION**

Owners are requested to notify the Property Manager in advance of antenna installation and urged to notify immediate neighbors so that possible locations for the antenna can be worked out amicably and safety concerns such as the location of buried electrical cables can be addressed.

1. The antenna shall be placed solely on the owner's exclusive use area and shall not encroach upon any other owner's property or the common areas.
2. The antenna shall be installed no higher than is absolutely necessary and, to the maximum extent possible, shall be located in a place shielded from view from the street, common areas, and other homes. Installation on the front of a home should be considered only as a last resort. Nothing in this rule requires installation in a location from which an acceptable quality signal may not be received; however this section does NOT permit installation on common property, EVEN if an acceptable quality signal may not be received from the owner's exclusive use area.
3. No antenna may obstruct a driver or pedestrian's view of an intersection or street and may not block any door or window required for egress from a building.
4. A professional contractor must install any exterior antenna, with or without a mast. Only an interior antenna may be installed by the resident.
5. Wires and cables must be concealed from view. A variance request must be submitted in advance.

## **C. INSTALLATION AND SAFETY**

1. All installations shall be completed so that they do not damage the common areas of the Association or the lot of any other resident, or void any warranties of the owners, or in any way impair the integrity of buildings on common areas or lots.
2. Every antenna, with or without a mast, must be sufficiently secured to withstand the pressures of snow, ice, and wind so that the soundness or safety of any other owner's property or the safety of any person in the vicinity of the antenna.
3. Every antenna shall be installed and secured in a manner that complies with all applicable codes, laws, regulations, and manufacturer's instructions.
4. Every antenna shall be permanently and effectively grounded to prevent electrical and fire damage.
5. Due to safety concerns posed by wind loads and the risk of falling antennas and masts, no mast higher than 12 feet may be installed without a permit from the Board of Directors. Any application to install such a mast must describe in detail the structure and anchorage of the antenna and mast, and explain the necessity for a mast higher than 12 feet. Installation may be prohibited if it poses a safety hazard to residents and staff, and the Association shall specify these safety risks in the notice of rejection.
6. Masts installed on a roof shall not be installed nearer to the lot line than the combined height of the mast and the antenna structure above the roof. The purpose of this rule is to protect persons and property from injury or damage if the mast were to fall due to a storm or other causes.

## **II. RESPONSIBILITIES OF OWNER**

### **A. COSTS & LIABILITY**

1. The owner is solely responsible for all costs, including but not limited to installation, maintenance, repair, moving or removal of the antenna, and any cost of restoring antenna installation sites to their original condition.
2. The owner must move or remove the antenna at his/her own expense if necessary to

permit the Association to carry out its maintenance responsibilities.

3. The owner is solely responsible for ascertaining that any professional contractor is adequately covered with Contractor's General Liability Insurance and Worker's Compensation Insurance. Any claim for damage or injury beyond that covered by the contractor's own insurance shall be the sole responsibility of the owner, and Windsor Square Homes Association shall have NO responsibility in any such claim.
4. The owner is solely responsible for reimbursement to other owners and/or the Association for any damages or injuries caused by installing, repairing, maintaining, moving, removing, or using the antenna, including those caused by weather-related events.

**B. MAINTENANCE**

1. The owner shall not permit any antenna to fall into disrepair or to become a safety hazard. Antennas must be repaired or removed at the owner's expense.
2. The owner shall remove or repair any antennas that become detached within 72 hours of such detachment. If the detachment poses a safety risk, the Association may remove the antenna at the owner's expense. The Association is not liable for any resulting damage to the antenna.
3. The owner is responsible for repainting or replacement if the exterior surfaces of any antenna have deteriorated and/or become unsightly.

**III. ASSOCIATION MAINTENANCE OF ANTENNA SITES**

- A. If antennas are installed in locations for which the Association has maintenance responsibility (e.g. roofs), owners retain responsibility for antenna maintenance. Owners must not install antennas in a manner that will result in increased maintenance costs for other residents. Any such increased costs will become the responsibility of the antenna owner.
- B. If maintenance requires antenna removal, the owner shall be provided with 10-day advance notice in writing that the antenna must be removed to permit the Association to carry out its maintenance responsibilities. If the owner does not remove the antenna within the allotted time, then the Association may do so, at the owner's expense. The Association is not liable for any resulting damage to the antenna, or for reinstalling the antenna.

**IV. SEVERABILITY**

If any provision of this rule is determined to be invalid, the remainder of the rule shall remain in full force and effect.

# TOWNHOMES & GARAGES --- DECORATIONS & SIGNS

## RULES AND REGULATIONS

### I. DECORATIONS

- A. Decorations must not present a hazard of any kind nor restrict building access or egress.
- B. Decorations of a holiday nature are permitted on front doors, windows, doorsteps, and patio gates for a period not to exceed four (4) weeks before and four (4) weeks after the holiday.
- C. Non-holiday decorations that comply with the following specifications are permitted on front doors and patio gates:
  - 1) Dimensions cannot exceed fourteen inches (14") in length and width.
  - 2) No message other than "welcome" or the family name may be conveyed by word, picture, or symbol.
  - 3) Decorations must be of a nature that cannot be found offensive in any way. If anyone notifies the Association that they find the decorations offensive, that individual may ask the Board to review the situation.
  - 4) The decorations must be maintained in good condition and removed or replaced when they begin to look faded or worn.
- D. No flag except the flag of the USA may be displayed on the front of the townhome. Appropriate flag etiquette should be followed. A variance is required before installation of a socket for the flagpole. (*See III. C. Exterior Modifications*)

### II. SIGNS

- A. No signs of any kind shall be posted on the exterior of any building, fence, *or on the common area* without an approved variance. Security system decals or plaques may be used as follows:
  - Front Windows -- no more than two, in lower corner of windows not to exceed 64 square inches.
  - Front Door – one decal or plaque may be placed EITHER in window of storm door, in window of front door, OR on door frame not to exceed 16 square inches.
  - Garage Door – no more than two, in lower corner of windows not to exceed 64 square inches.
  - Gate -- one decal or plaque may be placed on gate or gate post not to exceed 16 square inches. *Exception:* A "For Sale" or "For Rent" sign may be displayed in one front window, *one upper back window* and one garage window.
- B. The Association will post a "Reserved Parking for Unit #\_\_\_" sign on the fence of end units when there is enough space on private property for a vehicle to be parked. This is to differentiate between the private property parking space and the adjacent common area guest parking spaces.

# TOWNHOMES & GARAGES --- PLANTING & GARDENING

## RULES AND REGULATIONS

### I. LIMITATIONS

- A. No planting or gardening shall be done except in the individual patio area without an approved variance form ("Plantings Other Than On the Patio").
- B. Planters may be placed on the front step, the side of townhomes for end units, and touching the fence on the outside of the patio gate, not extending more than two feet into the driveway area. Planters may not be placed along the side of the garage, or in the parking spaces. Planters must be well maintained, contain living plants during the growing season, and dead plants and weeds must be removed. Cracked or broken planters must also be removed. Planters outside the patio gate must be moved after the growing season so as to not interfere with snow removal.

### II. SPECIFICATIONS

Patio plantings and trees must meet the following specifications:

- May not exceed the height of the townhome gutter.
- May not lay on garage roof and should avoid hanging over the garage gutter.
- May not scrape on siding.
- May not interfere with the performance of maintenance on buildings and fences.
- May not encroach on neighbor's patio or air space.

### III. NON-COMPLIANCE

When trees and plantings are found to be out of compliance with the above specifications, the homeowner will be notified in writing and will be required to trim or remove them at his own expense. If the homeowner fails to remedy the problem or to give reasons why it cannot be done in thirty (30) days, the Association may take the necessary remedial action and bill the homeowner.

### IV. COSTS

The homeowner is responsible for the cost of any damage done or undue need for maintenance caused by patio trees or plantings, including maintenance or repair of utility lines running under the patio.

# TOWNHOMES AND GARAGES --- LEASE OR SALE

## GUIDELINES AND GENERAL INFORMATION

Article VIII, Section 1 of the *Declaration of Covenants* requires approval of the Board of Directors before a lease of any home is executed and sets the following restrictions on leasing:

- No more than 10% of the homes in the Association (14 homes) may be leased at any time.
- Only the entire Townhome (not rooms or portions of the home) may be leased.
- Each written lease must have an initial term of at least twelve (12) months.
- Every lease must contain a clause by which the Tenant agrees to abide by the *Declaration* and the *Rules and Regulations* of the Association.

The Board has developed the procedures that follow as a framework for the leasing process and to insure that the terms of the *Declaration* are fulfilled. The homeowner is responsible for ensuring that occupancy is also in accord with Laws and Ordinances of the Town of Penfield.

## **RULES AND REGULATIONS**

### **I. LEASE OF TOWNHOME**

#### **A. DEFINITION**

A townhome is considered to be leased if it is to be occupied for more than one month by individuals other than the Owner of Record while the Owner is absent.

#### **B. APPLICATION FOR APPROVAL TO LEASE**

Any Homeowner considering leasing his/her townhome must complete an Application for Approval to Lease (see ATT- I Page D-1) and submit it to the Board through the Property Manager. This should be done as soon as the Homeowner considers leasing his home and **MUST** be done **BEFORE A LEASE IS EXECUTED**; preferably before a Tenant is identified.

The Homeowner will be notified within five (5) business days of the following:

- (1) The Application is denied if the proposed lease would exceed the 10% restriction.
- (2) The Application is incomplete pending further information which must be provided within the next ten (10) business days.
- (3) The Application is approved and the Homeowner has ninety (90) days to identify a tenant and execute a lease.

C. NOTIFICATION OF EXECUTED LEASE

The Homeowner must notify the Board as soon as the lease is executed. A Lease Addendum Form (ATT-1 page D - 2) is provided for this purpose and will be included with the notification to the Homeowner that the Application for Approval to Lease has been approved, The Lease Addendum Form must be attached to and become a part of the lease, and must be signed by both the Homeowner and the Tenant. A copy of the completed Form must be sent to the Board.

If the Board does not receive a signed Lease Addendum Form within ninety (90) days after the Homeowner received Approval to Lease, the approval expires and becomes null and void. The Homeowner can request a one-time-only, ninety (90) day extension of the Approval, but this may be denied if other Homeowners have applied and been denied approval to lease.

D. PENALTIES

Homeowners who rent or lease their homes without prior approval from the Board, and/or who have rental or leasing arrangements that violate the terms of Article VIII, Section 1 of the *Declaration of Covenants*, can expect to face substantial fines which, if unpaid, will result in liens and possible foreclosure on the home.

While Tenants must agree to abide by Windsor Square's governing documents, it should be clearly understood that the Homeowner is ultimately responsible and liable for any damages or costs incurred by the Association on common grounds because of the actions or inactions of his/her Tenant. The Board will take whatever actions become necessary, up to and including eviction proceedings, to resolve Tenant-related problems.

E. DOCUMENTS TO BE PROVIDED TO TENANT

The Homeowner must provide the Tenant with current copies of the *Rules and Regulations* and the *Declaration of Covenants, Conditions and Restrictions*. The Tenant, as a Windsor Square resident, will receive changes to these documents from time to time and should be encouraged to take steps to properly file the changes and keep the documents up-to-date.

The Homeowner MUST NOT give a Pool and Clubhouse key card to the Tenant, but should inform him/her that one can be obtained from the Property Manager. The Homeowner must turn his/her own key card in to the Property Manager who will refund the \$20 deposit.

II. SALE OF TOWNHOME

A. RULES & REGULATIONS

A current copy of the *Rules and Regulations* must remain in the home for the new owner. Current and up-to-date documents are available on the Association's website and in the Clubhouse.

B. POOL & CLUBHOUSE KEY CARD

The seller must deliver his/her Pool and Clubhouse key card to the Property Manager who will return the \$20.00 deposit. This card must not be left in the house or given to the new owner.

C. MODIFICATIONS MADE TO HOME

Maintenance of modifications made to the home is the responsibility of current & future owners, even if they were made by previous homeowners. Ex: patio doors, storm/screen doors, garage doors. The Property Manager can provide a list of modifications made to the home.

# TOWNHOMES & GARAGES --- BUSINESS USE OF TOWNHOME

## GUIDELINES AND GENERAL INFORMATION

Advances in technology, particularly our ability to communicate to and from virtually any place at any time, are redefining our concepts of "workday" and "workplace". A growing number of entrepreneurs and employees are taking advantage of this unprecedented flexibility to work from their homes.

The following rules include the framework for permitted business activities as stated in the Declaration of Covenants, Conditions, and Restrictions, and in the Penfield Town Ordinance. They also outline the process for obtaining or renewing a business permit and the penalties for rule violation.

The purpose of the Board in adopting these rules is to protect and preserve the residential character of the Windsor Square community while accepting the reality of the changing workforce. The rules do not and cannot cover every possible business activity, but every business activity will be measured against the same overriding question: "What is the impact (or potential impact) of this activity on the Windsor Square community?"

## **RULES AND REGULATIONS**

### **I. RESTRICTIONS -- DECLARATION OF COVENANTS (Article VIII, Sect. 5 B)**

Business Activities. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property until an application has been submitted and a permit has been issued by the Board of Directors. Business permits shall be issued for a limited period and may be renewed, subject to review and approval by the Board.

Business activities shall be in accordance with the Penfield Town Ordinance and with the following limitations.

- 1) The business shall be conducted only within the dwelling unit, not in any garage or accessory structure.
- 2) The business shall at all times be incidental and secondary to the primary use of the building as a dwelling.
- 3) The business shall be owned and operated by the resident(s) only and it shall have no on-site employee who is not a resident of the dwelling unit.
- 4) The business is of a character such that it does not require or invite employees, customers, clients, students, or other patrons to visit the townhome, nor does it generate more than one visit per business day by a delivery service, the period of each such delivery not to exceed one (1) hour.

### **II. RESTRICTIONS -- PENFIELD TOWN ORDINANCE**

"Wholesale and retail sales in which merchandise is stored on, sold or shipped from the premises-, manufacturing of any type, repair and services of a mechanical nature, as for example but not by way

of limitation, equipment and vehicle repair services and lawn services are specifically prohibited. Examples of permitted uses include, but are not limited to. ...businesses conducted primarily by mail, telephone or computer, and the office component only of business which would otherwise be prohibited."

### **III. APPLICATION FOR BUSINESS PERMIT**

- A.** Any resident wishing to conduct a business from his/her home must submit an application which describes the type of business and any impact it may have on the residential community Business Permit Applications (see Attachment I - Forms) are available from the Property Manager.
- B.** The Business Permit Committee will review applications to ensure that businesses are in compliance with Penfield Town Ordinances and Association legal documents, and are compatible with the residential character of the property. The applicant will be notified of the decision within thirty (30) days.
- C.** The Board of Directors will issue permits to residents whose applications are approved. If not approved, the reasons for disapproval will be explained in writing. The applicant may submit a revised application or new information and ask that the matter be reconsidered.
- D.** Permits will be issued for a period not to exceed one year and are renewable annually. Renewal applications will be reviewed and the previous year's experience will be considered. If any business-related problems have been identified, the resident will be required to take corrective action. Failure to correct problems will result in denial of the permit. Applicants will be notified of the decision within thirty (30) days.
- E.** Should problems related to the operation of a business develop while a valid permit is in effect, the resident will be notified in writing and asked to take corrective action within a specified time period. Failure to do so may cause the Board of Directors to revoke the permit.

### **IV. PENALTIES**

A fine will be imposed in situations where a business is found to be operating from a townhome and no business permit has been obtained. The fine will be imposed upon the owner of the townhome.



# GENERAL RULES --- CONTROL OF PETS

## **GUIDELINES AND GENERAL INFORMATION**

"No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose." (*Article VIII, Sect. 4, -- Declaration of Covenants*)

The provisions of the Penfield Dog Ordinance (see Appendix I) shall apply to Windsor Square. The ordinance requires that all dogs, while off the owner's premises, be equipped with a collar or harness to which is attached a leash or retractable lead of not more than 15 feet in length, both collar, harness, leash and lead must be of sufficient strength to restrain dog(s) when off the owner's premises and must be held by a person having the ability to control and restrain the dog(s)." The ordinance prohibits howling or barking dogs, property damage and depositing waste on property of others.

The population of the Windsor Square community is diverse and all residents (whether or not they appreciate the presence of animals) have equal rights to the peaceful enjoyment of their homes and the common area.

## **RULES AND REGULATIONS**

### **I. OWNERSHIP LIMITATIONS**

- A.** Effective November 21, 2022, domestic pets, limited to dogs, cats, birds, rabbits and ferrets, will not exceed the limit of 3 total per household with dogs numbering no more than 2 per home. Weight limit, for all three domestic pets, will not exceed 75 pounds total. Example: 1 dog 25 pounds, 1 dog 50 pounds = a total of 75 pounds per household.

This addendum will overwrite the previous addendum and any current pets that exceed this limit will be grandfathered in.

- B.** Owners must comply with all applicable laws and regulations regarding the licensing and inoculation of pets. Pets which leave the confines of the owner's home must be tagged with the owner's name and address.

### **II. CONTROL**

- A.** No pet of any kind may leave the private property of the pet owner unless leashed. Pets may not be chained or staked out in such a way that the pet is able to access common areas or the private property of others.
- B.** No pets are allowed in the children's playground area, the pool area, or the clubhouse.
- C.** Owners are responsible for cleaning up all pet waste on lawns, shrub beds, sidewalks, roadways, areas along the north drive, and the median on Camberley Place. Pet waste is to be disposed of in the owner's trash.

- D. Homeowners are responsible for insuring that pets (including those of their tenants or guests) do not disturb other residents by behavior that is threatening, intimidating, or noisy.
- E. Homeowners are responsible for the cost of repair of any damage caused by pets (including those of their tenants or guests).

**III. ENFORCEMENT & PENALTIES**

- A. Residents who observe a violation of these rules are urged to notify the Property Manager and, if appropriate, to call the Penfield Dog Control Officer (377-8616).
- B. Homeowners are subject to a \$25 fine for the first violation (increased in \$10 increments for subsequent violations) caused by their pets or those belonging to their tenants or guests.
- C. The Board of Directors has the right to require any homeowner, resident, or guest to remove from the property any animal found to be the source of persistent violations of these rules.

# GENERAL RULES --- TRASH COLLECTION & RECYCLING

## GUIDELINES AND GENERAL INFORMATION

Trash and recyclable materials are removed weekly by a disposal company under contract to the Association. Collection will begin no earlier than 7:00 am on the designated day. With advance notice large items, such as appliances, plumbing fixtures, carpeting, etc. will be picked up by the disposal company. Contact the Property Manager in advance to arrange this and for any special instructions on preparing the item for pick-up (e.g. carpeting must be cut down to specific sizes). A small fee may be charged for pick-up of large items.

The Property Manager should be notified of any problems with the disposal service.

## **RULES AND REGULATIONS**

### **I. DISPOSAL PROCEDURES**

- A.** Trash must be put in containers with tightly secured lids. The unit number should appear on all reusable trash containers and recycle boxes, so that they can be returned to the owner if they blow away.
- B.** Recyclable material must be in the box provided. All papers, light-weight materials (plastic jars, bottles etc.) contained or anchored in such a way that they will not blow out of the box. Large boxes are to be collapsed and folded or cut down to a maximum of 45 inches long.
- C.** Trash and recyclable material must be placed beside the garage, not in front of it. Material may be put out no earlier than 4:00 p.m. on the day before collection and containers must be put away the day of collection.
- D.** Trash and trash containers may not be stored outside the fence or in the patio area unless screened from view.
- E.** Large items, such as appliances, plumbing fixtures, carpeting, etc. must be properly prepared for pick-up as specified by the disposal company. These items must be kept inside the patio or garage until 4:00 p.m. on the day before pick-up is scheduled.

### **II. PENALTY**

Violations of the above rules will result in a fine of \$25, charged to homeowners.

# GENERAL RULES --- NOISE

## **GUIDELINES AND GENERAL INFORMATION**

Residents are expected to remember the proximity of their neighbors and to avoid noise levels which will disturb others. Sound systems, hot tub pumps and other equipment can transmit vibrations into adjacent units even when windows are closed, so care must be taken to keep volumes low and operating times within reasonable limits. All noise after 10:00 p.m. (11:00 p.m. on Fridays and Saturdays) should be contained within the townhome and should not disturb immediate neighbors. Departing guests should be reminded to leave quietly.

The provisions of the Penfield Town Noise Ordinance (*see Appendix I*) shall apply to all property within Windsor Square. For purposes of this rule, private driveways shall be considered public streets. The ordinance prohibits "any unreasonably loud, disturbing and unnecessary noise" including those emitting from buildings, vehicles, machinery, or animals. Noise must not be at a level "as to annoy the quiet, comfort or repose of persons in any dwelling, hotel or other type of residence."

Enforcement is the responsibility of the Monroe County Sheriff's Department. Residents should try to resolve noise problems on a neighbor-to-neighbor basis. When problems cannot be resolved this way, residents should call 911 and ask that a deputy sheriff be dispatched.

# GENERAL RULES --- SOLICITATION & SALES

## RULES AND REGULATIONS

### I. SOLICITING

A. The following door-to-door soliciting is permitted:

- 1) Soliciting of votes by candidates for public office;
- 2) Soliciting support or opposition to issues on any ballot;
- 3) Soliciting by residents for non-profit organizations.

B. Any soliciting not listed above is not permitted without prior permission from the Board of Directors or the Property Manager.

### II. SALES -- GARAGE, MOVING, ESTATE

#### A. GARAGE SALES

Garage sales, except the bi-annual community garage sale, are not permitted.

#### B. MOVING OR ESTATE SALES

In the event of a death or in the event of residents moving out of Windsor Square, independent sales are permitted, within the following limitations:

- 1) The Property Manager shall be notified at least one (1) week in advance of the sale so that roping off of "no parking" areas may be done if deemed necessary.
- 2) Surrounding neighbors are notified at least three (3) days in advance.
- 3) Sale hours are limited to 10 a.m. to 5 p.m.
- 4) Homeowner assumes responsibility for any damage to common areas.

# GENERAL RULES --- PENALTIES & DUE PROCESS

## GUIDELINES AND GENERAL INFORMATION

The Board of Directors believes that good community relations are best built and maintained through understanding, consideration and cooperation among neighbors. However, when residents and their properties are adversely affected by the actions of others, it is unfair to allow such offenses to persist. The Board must act to enforce the rules of the community in a timely and even-handed manner through the use of penalties and/or appropriate legal actions, as directed by the Declaration of Covenants and the By-Laws of the Association.

## **RULES AND REGULATIONS**

### **I. IDENTIFYING VIOLATIONS**

- A. Any resident may register a complaint by writing or calling the Property Manager or any member of the Board of Directors.
- B. The Property Manager or other staff of the management company conduct frequent informal inspections of the property.

### **II. ENFORCEMENT PROCEDURES**

- A. Records to be maintained: Complaints and violations will be noted on a log maintained in the office of the Property Manager. Subsequent actions taken with regard to any complaint or violation will be posted to the log and dated. All involved parties will be kept informed of progress toward resolution of the problem.
- B. Step 1 -- Informal Resolution: The Property Manager or his designee will contact the responsible homeowner/resident to inform him/her of the violation/complaint and will attempt to resolve the problem informally. If some action on the part of the owner/resident is required for resolution, a reasonable deadline date for the action to be completed will be mutually agreed upon.
- C. Step 2 -- Formal Action: If, by the agreed upon deadline, the resident fails to resolve the problem and has not notified the Property Manager of any extenuating circumstances, a letter will be sent by certified mail to the owner (copy to the resident, if a tenant) detailing:
  - 1) A new deadline by which steps must be completed to resolve the problem;
  - 2) The penalty to be imposed if the new deadline is not met;
  - 3) The appeals process: the homeowner may request a hearing before an impartial panel of residents. The request for a hearing must be made in writing and delivered to the Property Manager before the deadline date given in the letter. The penalty will be suspended pending the outcome of the hearing.

- D. Step 3 -- Appeals Hearing:** Three panelists will be chosen from Windsor Square homeowners using the following procedure. The Board of Directors will choose one panelist, the homeowner will choose one panelist, and the Board and the homeowner will jointly choose the third panelist. The third panelist will coordinate and chair the panel.
- 1) A meeting to hear the case will be scheduled as soon as possible after the panel is identified and all parties will receive written notification of the time and place of the hearing.
  - 2) If the *homeowner* fails to appear or present written evidence at the hearing, the appeal shall be deemed to be withdrawn. The *homeowner* will be notified that the penalty previously imposed by certified letter has been reinstated.
  - 3) The panel will review the written records of the complaint/violation and previous attempts at resolution, and will listen to the presentations by a member of the Board of Directors and the homeowner. When the hearing is adjourned, the panel will discuss and vote on the matter.
  - 4) Within three days after the hearing, the panel will make its recommendations to the Board of Directors in writing. Board members will then be polled for their reaction to the panel's recommendations and, if necessary, the Board will meet to discuss it further. If the next regular Board meeting is more than one week ahead, a special meeting will be called.
  - 5) The Board of Directors may accept, reject, or modify the action recommended by the appeals panel. Within three days after the Board acts, its decision will be provided to the *homeowner* in writing. If the decision imposes a penalty, it will become effective five days after the date of this notification.

**IV. PENALTIES**

Penalties will vary with the circumstances of the violations. The following are examples of the types of penalties that may be imposed. Serious violations could result in a combination of types of penalties (e.g. cost of repair plus a fine). Note: Monetary penalties *will be issued to the homeowner, not to a tenant*, and will become a lien against the townhome if not paid within 30 days. Overdue accounts may also be sent to an attorney for collection, with interest and legal fees added to the amount owed.

- A.** Fines may be imposed on a "Per Offense" basis or, in the case of a continuing violation, on a "Per Diem" basis. Examples: residents who fail to clean up after their pets may be fined for each offense, but a resident who parks a recreational vehicle without a valid permit may be fined for each 24-hour period that the violation continues. Per Diem fines will fall within a range of \$10 to \$25 per day. Per offense fines will have the following maximum amounts:
- |                |       |               |
|----------------|-------|---------------|
| First offense  | ----- | Up to: \$ 50  |
| Second offense | ----- | Up to: \$ 100 |
| Third offense  | ----- | Up to: \$ 200 |
- B.** Costs of repair and/or replacement may be assessed to the resident whose negligence or willful misconduct caused the damage.
- C.** Vehicles may be towed. The vehicle owner will be charged for the cost of towing and the daily fee for storage of the vehicle by the towing company.
- D.** Loss of privileges (e.g. use of the pool or Clubhouse) for a period up to 60 days.
- E.** A lawsuit may be initiated.
- F.** Monroe County Sheriff may be called if local or state laws are involved.