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Information contained herein is subject to change by the Board of Directors. Any changes to the outside of your unit, including but not limited to, items such as windows, awnings, deck additions/changes, Satellite Dishes, etc. **MUST HAVE PRIOR APPROVAL** by the Board of Directors via a Variance Request form. This form may be obtained from PMI Property Management of Rochester. If a Variance Request has not been approved prior to the particular changes, etc., you will be asked to remove these objects and/or put the unit, etc. back to its original state. This will be an additional expense to the homeowner. Fines will be imposed for non-compliance.

*These guidelines were developed by a committee of Valdore' HOA Homeowners and voted and adopted by the Board of Directors on January 3, 2022. The guidelines contained herein are subject to change by approval of the Board of Directors.*

## I. **CONTACTS**

Fire	911
Ambulance (Perinton Volunteer)	911
Sheriff	911
State Police	911 or (585) 279-8890
Fairport Police	(585) 223-1740
Dog Warden	(585) 223-0770
Fairport Electric	(585) 223-9500
Recycling Information (Perinton Rec. Center)	(585) 223-0770
Suburban Disposal	(585) 352-3900

TO REQUEST MAINTENANCE, PAY ASSESSMENTS, VARIANCE FORMS AND  
OBTAIN GENERAL INFORMATION, CALL OR WRITE:

Crofton Perdue Associates, Inc. (585) 248-3840  
111 Marsh Road – Suite 1  
Pittsford, New York 14534  
[info@croftoninc.com](mailto:info@croftoninc.com)

\*After hours Emergency (nights, holidays & weekends) (585) 248-3840

**\* CROFTON PERDUE ASSOCIATES, INC. OFFICE HOURS:  
8:30 A.M. to 5:00 P.M. Weekdays only \***

## II. **INTRODUCTION**

The purpose of these guidelines is to outline, in short form, answers to some of the more frequently asked questions about the rules contained in the “Offering Plan” and to promulgate additional rules which have been passed by the Board of Directors. It also puts forth a system of fines and enforcement for violators of the rules. These guidelines are not all encompassing. For further elaboration, consult the “Offering Plan”. Also, for situations not covered, call the Property Manager (at Crofton Perdue or talk to a Board Member.

### **THE HOMEOWNERS ASSOCIATION AND BOARD OF DIRECTORS**

A Homeowners Association is a small governmental body. The main body of rules or laws applying to the community is contained in the “Offering Plan” which you received when *you* bought your home. In addition, the Board of Directors has the power “to make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations thereto shall be binding upon the members.....” (Article V, Section 5.11 (E) of the Valdore Homeowners Association, Inc. Offering Plan.) (Page 108)

Board Meetings are generally held quarterly and are open to any Homeowner who would like to discuss a specific topic. The homeowner will be allocated the first 15 minutes on the agenda. Call the Crofton Perdue office at 248-3840 to confirm the time, place and date.

## III. **COMMUNICATIONS**

Communications is important in any townhome community. At Valdore we keep our residents informed through our Annual Meeting. Other written communications are distributed as appropriate. Approved minutes of Board of Directors meetings are available from Crofton Perdue upon request by a homeowner.

The **Annual Meeting** of the Homeowners Association is held each August. Election of Board members is held at that time. Board members are elected for a term of two years, with one or two Board Members being elected each year.

## IV. **ARCHITECTURAL (Buildings)**

The objective in establishing architectural controls is to:

- Maintain harmony and appearance in order to maintain property values;
- Reduce generalities by documenting attachments which are permissible;
- Minimize the effects attachments would have on maintenance requirements and structure;
- Minimize safety hazards.

## **A. VARIANCE REQUESTS**

Written variance requests must be sent to Crofton Perdue for **ANY** changes or additions to the exterior of the buildings, grounds, decks, or space under decks (walk out units). Crofton Perdue then submits its recommendations to the Board of Directors for their approval. Please be aware that the entire approval process takes a minimum of 30-45 days. Variance request forms may be obtained by calling 248-3840. More specific details on Variance Requests are covered on the following pages and the addendums.

## **B. VINYL SIDING**

**Attachments** – Due to the nature of the vinyl siding, attachments requiring nails, screws, brackets, etc. cannot be used anywhere on the building where it would pierce the vinyl siding.

**Maintenance** – The vinyl siding will be power washed by a professional contractor approximately every 3 years. Homeowners are asked not to perform any maintenance on the siding.

**Safety** – Due to the nature of vinyl siding, extreme caution should be taken when grilling near the building. Please keep your grill as far away as possible from the building and fences to prevent any damage. (Reference Section “F” on page 6.) Also, prevent any object (such as a ball) from hitting the siding as it could dent or crack under certain climate conditions.

## **C. AWNINGS**

Only the awning approved by the Board of Directors can be installed. It is the homeowner’s responsibility to maintain, remove and reinstall as necessary (e.g. when roofs are repaired/replaced). Awnings are not to be removed when current owner sells the unit. This was an agreement made by the homeowner when the Variance Request was approved. See **Addendum B** in this booklet for specific details.

## **D. SATELLITE DISHES**

The Board of Directors requires the homeowner to notify Crofton Perdue **prior** to a satellite dish or antenna being installed. Notification may be in the form of a letter addressed to Crofton Perdue c/o Villas at Valdore, 111 Marsh Rd-Suite 1, Pittsford, NY 14534. Reference **Addendum C** in this booklet for more specific requirements regarding installation, location restrictions, damages, “Sign Off Sheet” etc.

<p><b>There will be a \$50 fine to the homeowner if a satellite dish is installed without submitting a Variance Request and receiving Board approval <u>prior</u> to installation.</b></p>
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## **E. DECKS**

Homeowners shall be responsible for the costs of maintaining any and all modifications and/or additions to the original deck, or the addition of a deck if not built at the time of new construction, ***whether the additions were made by the current or a previous owner.***

## **F. OUTDOOR GRILLS**

Outdoor grills should be kept ***at the furthest point from the combustible materials on the building or fences.*** If located on a deck, the grill should be at the end of the deck away from the siding. (Vinyl siding will melt with intense heat.)

Outdoor grills **without propane tanks** can be stored inside garages at any time. Propane tanks are not allowed inside garages or buildings by New York State Fire Code and must be removed from the grill if being placed in a garage.

**Damage to deck, siding, etc. will be at the expense of the homeowner.**

## **G. OUTDOOR FIREPLACES, FIREPITS, CHIMENEAS, ETC.**

**Any type of outdoor “fireplace” is NOT ALLOWED.** These are potential fire hazards, and would impact our entire community both physically, financially, etc. should a fire occur.

## **V. GROUNDS**

### **A. SIGNS**

**Real Estate:** “For Sale” or “For Rent” signs may not be displayed on lawns. One sign only may be displayed; it shall be located inside a front window. “Open House” signs may be displayed on the day of the “Open House”.

**Garage Sale:** Garage sales are allowed. Residents must remove all signs, arrows, balloons, etc., (including tape or string used to hold them in place), immediately after event is over. All goods must be moved indoors at the end of each day. Garage Sale signs may be displayed on the day of the sale.

<p><b>NOTE: PLEASE NOTIFY CROFTON PERDUE IF EITHER OF THE ABOVE SITUATIONS OCCURS.</b></p>
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**Mailbox:** Mailbox repair and replacement are the responsibility of the homeowner. A variance request must be submitted if the mailbox needs to be replaced.

### **B. PLANTS and TREES**

In order to maintain the attractiveness of our community, the following guidelines are to be followed:

- ❖ Each home is allowed 2 potted plants in the front of the home. These pots must be maintained by the owner, if not, they will be removed by the HOA. No pots or plants are to be planted in the mulched & shrub foundation area. No plants are to be hung on the exterior light fixtures at the front door or garage doors.

- ❖ Flowerpots are not allowed on deck railings unless they are securely fastened in place. On a windy day they could be blown down, causing serious injury to anyone below.
- ❖ Climbing plants and hanging planters are only allowed in the back of the unit but not attached to the buildings.
- ❖ The 10-foot area or no further than the edge of the original deck or patio in the rear of the unit should be well maintained by the homeowner. If it is not, the HOA will remove all plantings and seed the area. This work will be charged to the homeowner.
- ❖ Trees may be planted at owner's expense pending Board of Directors' approval. **A variance request must be submitted in writing and approved prior to any additional planting.**
- ❖ ***The HOA will maintain the original shrubs. Homeowners are responsible for maintaining landscaping in the rear that has been added.***

### C. HOT TUBS

**HOT TUBS ARE NOT ALLOWED OUTDOORS OR IN GARAGES.** They are a potential danger and liability to our community.

### D. SWIMMING POOLS

Children's swimming pools are permitted under the following conditions:

- ❖ The homeowner must be in attendance at all times when the pool is filled with water.
- ❖ The pool water must be emptied after each use.
- ❖ The pool must be stored in the garage after each use. Storage on the lawns and decks is unacceptable.

If pools are not removed per the requirements above a written notification to the homeowner, of the violation will levy an initial fine of \$25 and an additional \$25 for every month the fine is not paid.

## VI. DECORATIONS

The following decorations are allowed; however, not permanently mounted. No decoration may be installed so that it pierces or attaches to the vinyl siding.

Wreaths	Not attached to vinyl siding.
Lights (Seasonal Display Only)	Not attached to vinyl siding.
Windssocks	Rear of townhome, patio area only. Not attached to vinyl siding.
Chimes	Rear of townhome, patio area only. Not attached to vinyl siding.

Shutters	Not permitted.
Flagpoles	Variance request approval required. Not attached to vinyl siding.
Storm Door	Variance request approval required. Door must be consistent with what is already in the development – Full Glass door.
Lawn Ornaments	Acceptable. However, lawn ornaments such as, but not limited to stone/ceramic deer, elves, pagodas, etc. should be located in the rear patio only.
Mini Flags	Only one per townhome, located in the foundation shrub and mulch area only.
Free Standing Shepherd Hooks	Variance request approval required. Location should be behind the foundation shrub area only. They need to be sunk into the ground. No more than 2 single or 1 double hook is allowed.
Solar Patio Lights	Variance request approval required. Location should be in the foundation shrub & mulch area only. No colored or blinking lights are allowed.

All seasonal displays **MUST BE REMOVED** 4 weeks after the holiday, e.g. Halloween pumpkins, Thanksgiving, Christmas, Hanukkah, Easter, etc. decorations.

## VII. **PARKING RULES, REGULATIONS AND ENFORCEMENT**

These parking rules have been established to facilitate the safe and fair usage of the common Roads, Driveways and Parking areas of the Valdore Homeowners Association.

1. There is NO PARKING on the Private Road that enters the Townhomes from Neuchatel Lane.
  - a. The reason for this rule is to maintain free and clear passage for Emergency Vehicle access, Postal and parcel delivery and to provide an uncluttered look to the townhome common area.
  - b. Vehicles may park on the Road for purposed of Loading and Unloading. Maximum time of 30 minutes is allowed. Blocking of mailboxes, fire hydrants and driveways is not permitted for loading and unloading.
  - c. For owners whose driveways enter off Neuchatel Lane, please refer to the Town of Perinton's Parking Regulations for on street parking.
2. There are two areas provided for Guest Parking. These areas are maintained for the parking of guest's vehicles.
  - a. Guest's vehicles should not be left overnight for more than 2 days. If you have long term guests please call the office with the vehicle description and plate number. Note, you may be instructed to fill up the parking spaces in your driveway first before accessing long-term parking for guests.



- b. There is no storage of vehicles which includes autos, trucks, boats, campers, motorcycles (Except Bobcats!!) in the guest parking lot by either homeowners or guests. Vehicles left for storage may be fined \$50 per day.
  - c. In the months of November-April, during snow removal operations, vehicles are to be moved to allow for the proper clearing of the guest parking areas. In the event a vehicle is “plowed in” the homeowner or vehicle owner is required to move the vehicle within 8 hours of being plowed in or prior to the next snow removal operation whichever time is less. Vehicles that have been plowed in for more than 8 hours are subject to a \$50 per day fine for every day the vehicle is not moved.
3. Notification: Homeowners are responsible for notifying the association the model and plate number of vehicles on the property. Homeowners will receive an Annual Homeowner Fact Sheet and that must be filled out and returned with updated information. The Homeowner is responsible for notification when any vehicle changes or addition is made prior to the annual notification.

### **VIII. PETS**

**One household pet per unit is permitted.** Owners and guests may not allow pets to run free. They should be kept on a leash (See Article x (b), Page 26 of the “Offering Plan”). Dogs should not be tied to the front of units and leashes should not be tied to the trees. Dog stakes are allowed in the rear of units only. Invisible fencing is not permitted. If you have more than one pet, you will need permission from the Board of Directors.

As a courtesy to your neighbors, please pick up pet droppings. Owners will be held responsible for the actions of their pets. Report pets running loose to the Town of Perinton Dog Warden (223-5115).

### **IX. TRASH & RECYCLE ITEMS**

Trash/garbage containers & “blue” boxes should be stored inside the garage.

Please ensure your trash is secured in your toter, particularly on windy days. Newspapers can be put in the recycle box either by placing a heavy recycle objects on top or putting them in recyclable bags. This will help keep them from flying around on windy days. If you see papers and other trash in the yards, please pick it up. We do not have any provision for this.

Date of Pick-Up: Thursday. (If a holiday falls on a Thursday that pick-up day moves to the following day.)

**Recycle boxes** should be put by the curbside **no earlier than 5PM Wednesday evening** (Thursday in case of a holiday) and **no later than 7AM Thursday morning**.

**Trash toters** should be placed in front of your garage door, **no earlier than 5PM on Wednesday evening and no later than 7AM Thursday morning**.

If you miss these times, there is a fee for a return trip to pick up your trash and/or recycled items.

Trash totes and recycle boxes should be put back in your garage on the day the Disposal Service has emptied them.

If you have old hot water heaters, washers, dryers, dehumidifiers, etc. to be disposed of, you must call the refuse company for a special pickup. Information is on [www.croftoninc.com](http://www.croftoninc.com). The Disposal Service will not pick these items up if they have not been notified in advance. These objects should not be placed in the driveway or on the lawn until the evening before pick-up day.

## X. **FEES AND ASSESSMENTS**

Most of us probably live in a townhouse community because we are either not interested in worrying about maintaining the exterior of our home and grounds, or we are unable to do it. So, townhouse communities hire a management group to coordinate this work for us. But, whether we do it ourselves or have a management group coordinate having it done for us, it all costs money. These finances are provided to the management group via the monthly assessment. Money is set aside for capital improvements in addition to the daily operating costs for lawn cutting, snow removal, painting, repairs, etc. If the monthly assessments are late, this presents a cash flow problem in paying the bills and paying them on time.

Monthly Assessment Fees are due by the first of the month. **A \$50 late fee** will be charged to the homeowner if not postmarked by the 10<sup>th</sup> of the month. Checks returned because of insufficient funds will generate a \$40 penalty. Check penalties are deposited in the general funds of the Homeowners Association.

Fees, such as parking, etc., must be paid no later than 30 days from the time of notification.

**ANY FEES IN ARREARS WILL BE TURNED OVER TO THE HOA'S ATTORNEY FOR APPROPRIATE ACTION. OUTSTANDING FEES ARE CONSIDERED OUTSTANDING DEBTS HELD AGAINST THE HOMEOWNERS' PROPERTY.**

## XI. **LONG TERM ABSENCE**

If you are leaving for an extended vacation (e.g. Florida for the winter), please secure the home to guard against waterline breakage and burglary.

- Turn off water and drain the interior plumbing system. Put non-Toxic anti-freeze in traps as a precaution.
- Keep your thermostat at a level to give an adequate amount of heat in your home. No lower than 55 degrees is recommended.
- Give someone a key and ask him or her to check at least twice a week. Inform a neighbor **and** the Crofton Perdue office at 248-3840 where you may be reached in case of emergency.

- Discontinue newspaper service and mail delivery.
- Learn how to shut off your water and electrical supplies in case of emergency.

## **XII. SECURITY**

To collectively reduce susceptibility to malicious or criminal acts, please:

- Keep a watchful eye for unusual or suspicious activity and report it to the police by calling 911. As a follow up, please contact Crofton Perdue so future precautions may be taken.
- Keep garage doors closed for the sake of appearance as well as to discourage theft and vandalism.
- Keep things of value in your car out of sight (e.g. radar detectors, cell phones, etc.) when parked in your driveway.
- Prevent telltale signs of absence (e.g. have newspapers collected or stopped).
- Leave your outdoor lights on at night.
- Talk with your neighbors and form a “Neighborhood Watch”.

**ANY THEFT AND VANDALISM SHOULD BE REPORTED TO THE SHERIFF BY CALLING 911 AND CROFTON PERDUE 248-3840.**

## **XIII. MAINTENANCE RESPONSIBILITY CLARIFICATION (See Matrix in Addendum A for more specific items)**

It is the responsibility of the homeowner to maintain the interior of their townhome as well as certain exterior items. Some of the exterior items include:

- air conditioning and pads under these units,
- garage door openers,
- garage doors,
- entrance and sliding doors,
- all lock sets/door handles,
- all screens, windows and skylights,
- light fixtures attached to the exterior of the unit,
- all variance items (e.g. storm doors, skylights/roof windows, deck spindles, decks, awnings, etc.) **which were added by the current or previous owners,**

- routine maintenance of windows, patio doors and pedestrian doors are the homeowner's responsibility. Examples of these conditions are as follows:
  - Glass fogging
  - Weather stripping replacement
  - Doors or windows sticking/alignment.

Staining of front door surfaces are the Homeowners responsibility. Painting of the garage overhead door is covered under the Homeowners Association. Replacement of the garage overhead door or other doors due to deterioration is the responsibility of the Homeowner.

#### **XIV. INSURANCE**

Our HOA insurance covers damage to the exterior structure and what was originally built with the unit – i.e., cabinets, counters, floor, and decks. Any modifications such as deck additions, hardwood floors, new countertops, cabinets, or faucet upgrades are NOT covered. In the case of a fire, flood, or any disaster, homeowners need to insure their personal property and/or any improvements done to the unit. The homeowner needs to have enough insurance to cover the replacement cost of those items.

## ADDENDUMS

- A. MAINTENANCE RESPONSIBILITY MATRIX
- B. AWNINGS
- C. SATELLITE DISHES
- D. WINDOW REPLACEMENTS
- E. PATIO DOOR REPLACEMENTS
- F. STORM DOOR ADDITION OR REPLACEMENT

**ADDENDUM "A"****MAINTENANCE RESPONSIBILITY MATRIX**

<b>Maintenance</b>	<b>Association</b>	<b>Homeowner</b>
<b>Plumbing, Heating &amp; Cooling</b>		
Exterior Plumbing	None	All
Hose Bib (Outside Faucet)	None	All
Master Water Meter	All	None
Interior Plumbing	None	All
Heating/Cooling, AC pad, leveling	None	All
<b>Windows</b>		
Glass & Sash	None	All
Replacement	None	All – see Addendum D
Window Frames	None	All
Window Hardware (hinges, locks)	None	All
Exterior Caulking, Painting & Staining	All	None
Window well (Basement)	None	All
<b>Overhead Garage Doors</b>		
Door	None	All
Garage Door Painting	All	None
Hinges, Springs, Tracks, Cables	None	All
Lifting Mechanism	None	All
<b>Exterior Doors</b>		
Front Door Refinishing	None	All
Exterior Painting & Caulking	All	None
Storm & Screen	None	All – see Addendum F
Garage Interior Door	None	All
Entrance door replacement	None	All
All Locks & Door Hardware	None	All
Frames & Trim	None	All
Weather-stripping	None	All
Doorbell	None	All
House Numbers	None	All
<b>Concrete Floors</b>		
Garage	None	All
Front Sidewalk & Stoop	None	All
Basement	None	All
<b>Walls</b>		
Block Wall Structural Integrity- party wall	None	All
Block Wall Waterproofing – basement foundation	None	All
Exterior Siding & Related Trim (Soffits, Drip Edges, etc)	All	None
Steel Basement Columns & Foundation	None	All
<b>Front Porch</b>		
Structural Integrity	None	All

Porch Light: repairs & replacement	None	All
<b>Sewage</b>		
Internal	None	All
Basement Cleanout	None	All
<b>Rainwater/Snowmelt/Sumps</b>		
Gutters	All	None
Downspouts	All	None
Grading of Soil Around Units	All	None
Sump Pumps & Check Valves	None	All
Damage due to Ice Damming, Rain, Snow Melt: Exterior only	None	All
Interior only	None	All
Catch Basin, Laterals, Downspouts	All	None
<b>Vents/Fans</b>		
Dryer Vents	None	All
Bathroom Vents	None	All
Kitchen Vents	None	All
Sewer Roof Vents	None	All
Soffit Vents	All	None
Interior Fan	None	All
Bird nests in vents	All	None
<b>Decks, Railings, Patios, Privacy Fences</b>		
Original	None	All
Additions or modifications made by current or previous homeowners	None	All
Structure, including steps	None	All
All Homeowner Installed Improvements	None	All
<b>Roofs</b>		
Shingles	All	None
Underlayment	All	None
Sheathing	All	None
Roof Vent	All	None
Flashing/Drip Edge	All	None
Snow & Ice Removal	None	All
<b>Skylights</b>		
Exterior Framing/Flashing	None	All
Glass	None	All
Interior Repair	None	All
<b>Common Areas</b>		
Grass	All	None
Trees	All trees planted by HOA (except watering) Replacement at Board discretion	All trees planted by current or previous owner
Shrubs	Front Yard and all planted by HOA in back yards except watering	All landscaping done by current or previous owner, watering & shrubs damaged by pets
Roadways	All	None
Sidewalks	None	All
Driveways	All	None
Mailboxes	None	All

<b>Services &amp; Infrastructure</b>		
Electric	None	All
Refuse & Recycling	All routine removal	All special pick-ups
Snow Removal – Roads & Driveways	All	None
De-icing driveways, stoops & sidewalks	None	All - Note Proper Use: <b>Blacktop:</b> salt or calcium chloride <b>Concrete/ Stoop:</b> calcium chloride only
<b>Insurance</b>		
Structures & Common Areas Master Fire & Liability	All – Unless caused by 'Negligence or Wanton Malicious Act of Owners'	None
“Improvements & Betterments” by Homeowner (HO-32)	None	All
Personal Contents, Liability, Umbrella (HO-6)	None	All
<b>Miscellaneous</b>		
Awnings	None	All – See Addendum B
Cable TV	None	All
Telephone	None	All
Satellite Dish	None	All – See Addendum C
Undomesticated Animal (woodchuck, chipmunk) and Unknown (stray) Domesticated Animal Removal	None	All
Building Maintenance Threat (termites, bees, birds, undomesticated animal) which affects the <b>Structural Integrity</b> of the unit or lawn	All	None
Insects – Interior	None	All
<b>Exterior Lighting &amp; Receptacles</b>		
Front Door Lights & Bulbs	None	All
Garage Lights & Bulbs	None	All
Post Lights & Bulbs	All	None
Rear Flood Lights (Upper & Lower)	None	All
Any & All Additional Exterior Lighting installed by Owner (Variance required)	None	All



## ADDENDUM "B"

### AWNINGS

An awning may be installed **after the approval of a Variance Request**. The following conditions apply to the installation of all awnings:

1. Manufacturer make and model must be standard. ***Manufacturer make and model must be approved by the Board of Directors***
2. The size must be clearly stated on the variance request.
3. Wiring and electrical cord must be kept neatly tied up at all times.
4. Awning **must stay** with the home if the original homeowner moves.
5. Awning trim (scaloped only) and color must be specified on the variance request and must match color and style approved by the Homeowners Association.
6. The awning must be installed professionally. If there is a need to remove the awning (e.g. reproofing, damage, etc.) it must be done by a professional awning installer and reinstalled by the same **at the expense of the homeowner**.
7. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming Valdore Homeowners Association, Inc. HOA as the insured.
8. The homeowner is responsible for all maintenance and repair of the awning.

Any homeowner who installs an awning without prior approval via a variance request will be asked to remove the awning at their expense.

Questions regarding the installation of an awning should be directed to Crofton Perdue.

## ADDENDUM "C"

### SATELLITE DISHES

These minimum guidelines apply to satellite dish installations within all units. Installation is at the discretion of the Landlord when a resident does not own the unit. (A tenant will require permission from the Landlord.)

**HOMEOWNERS (OR RENTERS) CANNOT INSTALL THE SATELLITE DISH. IT MUST BE INSTALLED BY A CERTIFIED INSTALLER.**

#### INSTALLATION NOTIFICATION:

The Board of Directors is requesting the homeowner to notify PMI Property Management of Rochester **prior** to a satellite dish or antenna being installed. Notification may be in the form of a letter addressed to Crofton Perdue, c/o Villas at Valdore, 111 Marsh Rd-Suite 1, Pittsford NY 14534. A list of preferred installation locations follows:

#### INSTALLATION CONTRACTORS' CERTIFICATE OF INSURANCE:

Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming Valdore Homeowners Association, Inc. HOA as the insured.

#### INSTALLATION:

The cable leading to the inside of the townhome to connect the dish shall be internal to the building and shall not be run externally on the building.

All external locations for the installation of the satellite dish shall be properly grounded for reception and lightning as determined by the installer.

The installation shall comply with all town, county and state regulations and codes.

The color of the dish should match the color of the unit's siding if not located on the roof.

#### DAMAGE RESPONSIBILITY:

Any damage or deterioration to the building's structure or common areas as a result of the dish shall be repaired at the homeowner's expense within a reasonable time period. Lightning strike damage to the dish, the associated mounting equipment and the structure of the building is the responsibility of the homeowner.

### REPAIRS:

All satellite dish repairs, roof repairs, siding repairs, leaks and/or problems associated with or caused by the satellite dish shall be the responsibility of the homeowner.

### TEMPORARY & PERMANENT REMOVAL:

If installed on the property maintained by the Homeowners Association, and any maintenance requires temporary removal of the dish, the homeowner shall be responsible for the removal and reinstallation for the dish. If the homeowner does not remove the dish, the Homeowners Association may do so at the homeowner's expense. The Homeowners Association is not responsible for any damage to the dish due to the removal.

Any permanent removal of a satellite dish shall require the homeowner to restore the location to its original condition within a reasonable period of time. The Board of Directors will review the restoration to insure it meets with the approval of the Homeowners Association.

### PREFERRED INSTALLATION LOCATIONS:

The primary preferred location is within the area owned by the homeowner. This area is defined as 9 feet behind the townhouse by the width of the townhouse.

If the primary location is not possible as determined by the Contractor, the next preferred location is under a rear or side soffet.

If all other locations are deemed not possible by the Contractor, the next preferred location should be on the rear section of the roof, not visible from the street. Mountings to the roof will require penetration of the roof surface. This area shall be properly sealed after installation. Any leaks or roof damage to the interior or exterior due to the installation shall be the responsibility of the homeowner.

### PROHIBITED INSTALLATION LOCATIONS:

No dish shall be installed outside the exterior dimensions of each homeowner's unit.

No dish shall be installed in the common areas, which currently consist of:

- ❖ all grass areas around the property,
- ❖ roadways,
- ❖ parking pads,
- ❖ front beds,

### SIGN OFF SHEET

Any damage to the roof due to satellite dishes is the responsibility of homeowners. If the unit is sold, the new homeowner must sign an agreement sheet.

## ADDENDUM "D"

### REPLACEMENT WINDOWS

Windows may be replaced **after the approval of a Variance Request**. The following conditions apply to the replacement of all windows:

1. Manufacturer make and model must be standard. The pre-approved vendor and pre-selected windows for all homeowners is the **Pella** window. This window must be used when replacing the window(s) in your townhome.
2. The size, style, color and materials must be clearly stated on the variance request.
3. Once the variance request is approved and signed by the board members and all insurance certificates are received in the Crofton Perdue office the installation can begin.
4. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming Valdore Homeowners Association, Inc. HOA as the insured.
5. The homeowner is responsible for all debris removal and cleanup of exterior after the installation.
6. All repairs to the roof, siding, leaks and/or problems associated with the installation of windows shall be the responsibility of the homeowner.

## ADDENDUM "E"

### PATIO DOOR REPLACEMENT

Patio doors may be replaced **after the approval of a Variance Request**. The following conditions apply to the replacement of all patio doors:

1. The size, style, color and materials must be clearly stated on the variance request.
2. Once the variance request is approved and signed by the board members and all insurance certificates are received in the Crofton Perdue office the installation can begin.
3. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming Valdore' Homeowners Association, Inc. as the insured.
4. The homeowner is responsible for all debris removal and cleanup of exterior after the installation.
5. All repairs to the roof, siding, leaks and/or problems associated with the installation of a patio door shall be the responsibility of the homeowner.

## **ADDENDUM "F"**

### **STORM OR SCREEN DOORS**

Storm doors may be replaced **after the approval of a Variance Request**. The following conditions apply to the replacement of all storm doors:

1. Contact the Crofton Perdue for a variance request form and the information on the pre-approved style of storm door.
2. Contractors shall provide a certificate of insurance for General Liability in the amount of \$1,000,000 and Workers Compensation (statutory limits) naming Valdore Homeowners Association, Inc. HOA as the insured.
3. The homeowner is responsible for all debris removal and clean-up of exterior after the installation.

**ADDENDUM "G"****REFERENCE FOR VIOLATIONS, ASSESSMENTS, CHARGES, FINES**

Assessments received after the 10 <sup>th</sup> of the Month	Late Charge \$50.00 after the 10 <sup>th</sup> of the month for every month an assessment and its subsequently assessed late charge are not fully paid.
Checks returned for insufficient funds	\$40.00 Penalty
Satellite Dish installation without an approved variance request	\$50.00 Fine
Children's swimming pools not removed per requirements	Initial fine of \$25.00 and additional fine of \$25.00 for each month fine is not paid.
Vehicles parked for storage	\$50.00 per day
Vehicles plowed in for more than 8 hours	\$50.00 per day

*Once an Assessment is deemed delinquent, any payments received from the Owner shall be applied in the following order: attorneys' fees, other costs of collection, late*

*charges, interest and then the delinquent Assessment or installments thereof beginning with the amounts past due for the longest period.*