

HARTS WOODS
HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

REVISED FEBRUARY 2011

Harts Woods Homeowners Association, Inc. is a shared community. Living in a shared community has rewards and benefits but also imposes certain obligations and restrictions. Residents and guests are entitled to enjoy the property, but in doing so are expected to observe the Rules and Regulations of the Association.

The rules, regulations and responsibilities included here have been prepared and approved by the Board of Directors of the Harts Woods Homeowners Association, Inc. in conformance with the terms and conditions of the Restated Declaration of Covenants, Conditions and Restrictions. This document is supplemented to the provisions of the Harts Woods Homeowners Association, Inc. Restated Declaration of Covenants, Conditions and Restrictions, and By-laws relating to the rights, privileges, and duties of the Homeowners.

HARTS WOODS HOMEOWNERS ASSOCIATION. INC.

INDEX

List of Contacts 2

Exterior Maintenance

 Association Responsibilities 3

 Homeowner Responsibilities 3

Service Request Procedure 4

Insurance Claim Procedure 4

Complaint Procedure / Penalties 5

Sale and Rental of Units 5

Assessments 5

Property Modifications 6

Flags 6

Decorations 7

Garage Sales 7

Signs 7

Planting and Gardening 8

Use of Private Road and Driveways 9

Washing and Repairing Vehicles 9

Pets 10

Rubbish Collection 10

Maintenance Responsibility Matrix

 Building 11

 Grounds 12

LIST OF CONTACTS

Emergency Phone Numbers

Sheriff	911
Ambulance – Perinton Volunteer Ambulance	911
Fire – Fairport Fire Dept.	911

Other Phone Numbers

Property Management – Crofton Associates, Inc.	248-3840
Electric – Fairport Municipal	223-9500
Rubbish Collection – Suburban Disposal	352-3900
Recycling Collection – Waste Management	254-3500
Water – Monroe County Water Authority	442-2000
Dog Warden – Perinton	223-0780
Post Office – Perinton	223-9650
Garage Doors – BTW Garage Doors	544-3667

To request maintenance, pay assessments, or to answer any questions or concerns you may have, please contact the Harts Woods Homeowners Association Property Manager at:

Crofton Associates, Inc.
111 Marsh Road
Pittsford, New York 14534
www.croftoninc.com

EXTERIOR MAINTENANCE

The Association – shall provide exterior maintenance as follows:

1. All exterior structural repairs.
2. All exterior painting and staining of buildings and fences on a 5-year rotating schedule.
3. Replacement, if appropriate, of trees and shrubs placed by the Association.
4. Maintenance, replacement and cleaning of gutters and downspouts.
5. Repair and replacement of all privacy fences.
6. Maintenance and replacement of driveways, sidewalks and concrete stoops. Driveways are sealed on a 4-year rotating schedule.
7. Maintenance and replacement of all exterior post lights installed on common property.
8. Window well repairs.
9. Maintenance of all common areas – includes mowing of lawns, plowing of roads and driveways, and shoveling of sidewalks after an accumulation of 3 or more inches of snow.

“In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, or the owners’ failure to properly maintain or repair, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such lot owner is subject.” (Declaration – Article V)

The Homeowner – is responsible for the maintenance of the following:

1. Deck and porch (including attached rails) staining, repair and replacement. Patio leveling, repair and replacement. Replacement of the deck, porch or patio requires an approved variance. (see Property Modifications)
2. Trees, shrubs, flowers or any planting placed by the Homeowner. All require an approved variance.
3. Interior garage door repair including hardware. Electric garage door opener repair and replacement. Concrete floors in both the garage and basement.
4. Chimney cleaning. All internal fireplace repairs and replacement.
5. Screen and storm door maintenance and replacement. Replacement requires an approved variance.
6. Heat pump leveling, maintenance and replacement.
7. Weeding of window wells where plastic covers are in place.
8. Replacement of all windows and glass.
9. Watering of lawns, trees, shrubs and plantings placed by the Homeowner or the Association.
10. Maintenance and replacement of exterior light fixtures on their unit. A variance is not required for replacement unless the style or type of fixture is changed or additional fixtures are being added.
11. Maintenance and replacement of all improvements added by the Homeowner. Examples: seasonal room, awning. Replacement requires an approved variance.
12. Deicing of sidewalks. Please do not use rock salt or sodium chloride. There are several ice melting products which are calcium chloride based rather than sodium. Putting salt on concrete will cause the surface to pit.

SERVICE REQUEST PROCEDURE

Non Emergency Requests

All requests for service to the exterior of the unit or to the common areas of the property should be brought to the attention of the Property Management Company during normal business hours. The Property Manager is responsible for directing the request to the appropriate channels for consideration and action. The Management Company will also inform the Homeowner if a particular request is not the responsibility of the Association, and will attempt to provide advice to the Homeowner on resolving such requests.

Depending on the urgency of your request, it may be held for days or weeks and grouped with requests from other Homeowners. This will be done in an effort to keep your association fees to a minimum by reducing the cost of maintenance. Charges to the Association are less by sending the Day Man with several requests rather than each time a separate request is made.

All Homeowner suggestions concerning procedures may be directed to the Property Manager. The Manager will see that your suggestions are brought to the attention of the appropriate individuals for consideration or response to the Homeowner.

Emergency Requests

The Management Company employs a 24-hour answering service for emergencies, which occur during non-business hours. Homeowners should notify the proper authorities prior to notifying the Management Company. If a Homeowner requests an emergency inspection by the Management Company and it is necessary to enter the unit to determine the source or extent of the problem, the Homeowner must allow entry to the unit. If entry is denied or if it is determined by the Management Representative that the request was not of an emergency nature and could have been inspected during regular business hours, the Homeowner may be charged for the expenses incurred by the Association.

INSURANCE CLAIM PROCEDURE

If a unit sustains damage as a result of a fire, or other casualty, the Homeowner needs to call the Management Company immediately (within 24 hours). The Property Manager will schedule an inspection of the property to assess the extent of the damage. On the basis of this assessment, a determination will be made on the advisability of submitting a claim to the Association's insurance carrier. If it is determined that a claim should be filed, it will be filed on behalf of the Homeowner by the Management Company. An adjuster from the insurance company will then contact the Homeowner directly. Any further concerns or questions with a claim should be handled through the Association Manager. The Homeowner is responsible for the total payment of the insurance policy's deductible.

Note: it shall be the responsibility of each Homeowner at their own expense to provide, as they see fit, Homeowner's liability insurance, theft and other insurance covering their personal property, damage, and loss. There is a standard insurance policy, HO-6, applicable to condominium and townhouse developments. In addition, there is an HO-32 rider to the policy that covers upgrades and improvements to the interior of the unit. Homeowners are advised to contact their insurance agents and discuss their insurance needs.

COMPLAINT PROCEDURE / PENALTIES

The Property Manager is charged with overseeing compliance with the Rules and Regulations and is directed to advise the Homeowner by letter detailing each specific complaint and requesting appropriate corrective action. In the event of continued non-compliance, the Manager is authorized to take such steps as may be necessary to obtain compliance. These may include removal of unauthorized additions, towing of illegally parked vehicles, fines and placing liens on Homeowner's property to insure payment of costs incurred by the Association in achieving compliance with the established Rules and Regulations. Continued abuse by the Homeowner shall be brought to the attention of the Board of Directors for appropriate action as prescribed under the Association's By-laws, Article VII (Section 1 a & b).

SALE AND RENTAL OF UNITS

All Homeowners who plan to sell or rent their unit are required to give such notification in written form to the Management Company.

Homeowners selling their units are required to supply the Buyer with a Certificate of Architectural Compliance. The Certificate will assure the Buyer that the exterior of the unit being sold is in compliance with the governing documents of the Association. It will also list all variances approved by the Board for the unit being sold. The Property Manager will make an inspection of the exterior and record any changes made to the unit and the common area surrounding the unit. Any items in need of maintenance that are the responsibility of the Homeowner will also be recorded on the certificate. Sellers may be present during the inspection if they wish. The completed Certificate will be forwarded to the Sellers' attorney prior to the scheduled closing. A fee (currently at \$25.00) to be paid to the Management Company, is the responsibility of the Seller. This procedure is intended to provide the new Homeowners with information of their exterior responsibilities for continued maintenance of these areas.

Sellers are responsible to provide new owners with a copy of Harts Woods Homeowners Association Restated Declaration of Covenants, Conditions and Restrictions, and By-laws, and a copy of Harts Woods Homeowners Association Rules and Regulations (revised January 2007).

Renters will have full use of the facilities as Residents of the area, and Homeowners who rent their units are not permitted to use the facilities. The Homeowner is responsible to provide Renters with a copy of Harts Woods Homeowners Association Rules and Regulations (revised January 2007). Homeowners will be responsible for payment of common charges and assessments.

ASSESSMENTS

Assessments are due on the first day of each month. The timely payment of monthly fees is essential for the Association to meet its financial obligations without incurring penalties.

"...Any assessment not paid within 15 days after the due date will be charged a fine of \$15.00. (An additional \$15.00 will be added each month thereafter until amount is paid in full.) The Association may bring an action at law against the property, and interest, costs, and reasonable attorney's fees of any such action will be added to the amount of such assessment." (Declaration – Article VII)

A fee (currently at \$30.00) will be charged for each check returned by the bank.

PROPERTY MODIFICATIONS

Homeowners, who wish to make alterations or additions to the exterior of their unit, lot or common area, must obtain prior written approval from the Board of Directors. Interior remodeling which affects the structural integrity of the building must also have prior written approval from the Board of Directors. A "Variance Request", available from the Management Company or their website, must be submitted for each desired change or addition.

The following stipulations and guidelines apply to all requests:

- The Homeowner assumes all costs of design and construction and must obtain building permits and inspection approvals from the Town of Perinton when required.
- The Homeowner must provide copies of the building permits, and inspection reports (when required), to the Management Company.
- The Homeowner is responsible for any damage caused to the buildings or common areas as a result of the work being done, and assumes responsibility for any subsequent damage caused by the alteration or addition.
- Plans and specifications showing the nature, kind, color, shape, height, materials and location, diagram of work to be performed, and the name of the licensed contractor performing the work, must be provided to the Board of Directors with the variance request.
- If there is a lack of information because enough details were not provided to enable the Board to make an informed decision, the variance request will not be approved.
- Depending on the nature of the modification, the Board may require the Homeowner to obtain written approval for the plan from neighboring Homeowners.
- If the variance is approved, a signed copy will be sent to the Homeowner from the Management Company.
- The contractor must provide the Homeowner with a certificate of insurance, to be filed with the Management Company before the work begins.

If an addition is a screened porch, seasonal room, or similar structure, the portion of exterior wall (including doors, siding, etc.) that becomes enclosed by the new structure will be reclassified as interior space and the Association will cease to be responsible for maintaining it.

The addition of all exterior wall mounted or ground mounted lighting requires an approved variance. This includes solar, low voltage, line voltage, motion sensor, and spot lights.

FLAGS

The American flag is the only authorized flag to be displayed on all flagpoles visible from the street. No other flags or banners of any kind are allowed. An approved variance is required prior to attaching a flagpole to a unit. The Homeowner is responsible for any damage incurred by the addition or subtraction of a flagpole on their unit. The flag must be in good condition. If the flag is faded, torn, or damaged, it must be replaced immediately. If the flag is not replaced, it is subject to removal and disposal by the Management Company. Any charge incurred during the removal is billable to the unit owner. Ground mounted flags are not allowed.

DECORATIONS

Residents may decorate their front stoops. Items such as chairs and large statues are discouraged. Excessive decorations are prohibited. Decorative items are not to be placed in any bed areas, lawn areas, on sidewalks, on any wall area except stoop walls, or in open areas between buildings. Decorative items are to be in good condition. These rules apply to the fronts and sides of all units.

You may use decorative items directly behind your unit (outside of your deck or patio area, which is yours to decorate as you wish) if the items are not placed in lawn areas or interfere with normal maintenance of the common area. Keep these items to a minimum as a courtesy to your immediate neighbors.

An approved variance is required for inflatable decorations. They are allowed for special occasions only, such as a graduation, wedding or baby shower, or similar celebrations. There will be a time restriction stated on the approved variance.

Temporary decorations for the holiday season may be displayed between mid-November and mid-January of the following year. Decorations left out longer are subject to removal and disposal by the Management Company. Any charge incurred during the removal is billable to the unit owner. Inflatable holiday decorations and ground and pole mounted holiday flags are not allowed.

GARAGE SALES

If you intend to hold a garage sale, the Management Company and Residents should be notified at least a week in advance. Parking will be limited to one side of the roadway for safety reasons. The Resident holding the garage sale is required to ensure that all Residents have access to and from their driveways and to and from Great Wood Circle.

SIGNS

No advertising or political signs may be posted on the premises. The prohibition includes "For Sale" signs and "For Rent" signs. Any sign posted will be removed and disposed of by the Management Company. Note: this does not include temporary real estate "Open for Inspection" signs which are placed by Real Estate Agents and are allowed during open house hours.

PLANTING AND GARDENING

The Association is responsible for planting and maintaining trees and shrubbery (planted by the builder or the Association) located in the front of the units, along the sides visible from the roadway, and in the common areas.

Any landscape additions and modifications of trees, shrubs, or cultivated areas, by Homeowners in common areas, require an approved variance from the Board of Directors. If the variance is approved, the Homeowner is thereafter responsible for maintenance and replacement of these areas.

Except in the individual patio area adjacent to a unit and fenced at the time of purchase, no planting or gardening shall be done by other than the Association, and such planting as is done within the patio areas shall be kept trimmed so as not to encroach upon neighboring property. (Declaration - Article IX Use Restriction)

Planting of flowers or other plants in any areas other than patio areas requires an approved variance. Selections should harmonize with the "natural" appearance of Harts Woods. The Association permits Residents reasonable latitude in the selection of their individual plantings, but at the same time reserves the right to reject any which are not in keeping with the overall design and style which characterizes the area. (Note: Vinca Vine is prohibited). Flowering plants that grow more than 4 feet in height should not be used.

The Resident is responsible for weeding, cultivating and maintaining any plantings. Dead growth should be removed so as to preserve a well-kept appearance.

Trees planted in the patio areas must be at least 5 feet from foundation walls and be kept pruned so as not to touch the eaves or walls. The reason for this is that rapid growth of trees can seriously affect drainage, underground utilities, and building foundations or cause undue maintenance to gutters, downspouts or other exterior surfaces.

Plantings requiring trellises or attachment to walls or fences are permitted only if they are removable for building maintenance. An approved variance is required prior to attaching a trellis to the building.

White stones, marble chips or multicolored stones are not permitted, except within patios.

Homeowners are allowed to have up to 3 containers (pots, hanging baskets) for flowers or plants in front of their units. Pot containers are restricted to the stoop, sidewalk, or balcony floor. Hanging containers are restricted to the stoop area. No containers are allowed in bed or lawn areas. No container shall interfere with the normal maintenance of the common area. No container shall exceed 16 inches in diameter and 14 inches in height. The color of containers shall be in earth tones to harmonize with the natural appearance of Harts Woods. No animal shapes or other like containers are allowed.

Nothing may be hung over, placed on, or attached to the balcony railings. If you wish to hang a flower box on the inside of your balcony railing, an approved variance is required.

All flower pots, etc., and garden hoses and/or reels, etc., visible from the street, should be removed and stored inside by November 1st. Any not taken inside by the due date are subject to removal and disposal by the Management Company at the Resident's expense.

USE OF PRIVATE ROAD AND DRIVEWAYS

There is a 15 MHP speed limit and drivers are required to adhere to this limit.

Unlicensed motorized vehicles and unlicensed drivers are prohibited from using the roadway.

The use of snowmobiles and all-terrain vehicles anywhere on the roadway or common area is prohibited.

No person is permitted to park a vehicle so as to obstruct or hinder access of emergency vehicles in the event of an emergency.

Residents are asked to park their vehicles in their garages whenever possible. Vehicles that cannot be garaged may be parked in the unit's driveway.

No motor vehicles (other than private, passenger type), trailers, boats, campers, equipment or supplies, including firewood, may be stored (or parked) at the premises, except in the garages.

Commercial vehicles may be parked on the roadway or in the driveways, only during periods required for delivery or service to the resident.

Guests are permitted to park on the side of the roadway when there is insufficient space in the driveway. No person shall park a vehicle so as to obstruct any Resident's access to their garage or driveway

Homeowners will be assessed for damage to structures and/or common areas, caused by their vehicles and vehicles of family members, guests, renters, or invitees of their unit.

There is no parking permitted on the lawns at any time.

Overnight parking on Great Wood Circle is prohibited. Towing of any vehicle in violation will be enforced. A sign is posted near the entrance stating the hours of enforcement are 2:00 a.m. to 6:00 a.m. Towing charges and any storage fees are the expense of the owner of the vehicle. The vehicle may be claimed at Ricci's Towing Service, Inc., 773 Linden Avenue, East Rochester.

WASHING AND REPAIRING VEHICLES

Repairing of vehicles on the driveway or roadway is prohibited.

Washing of vehicles other than those owned by the Resident is prohibited.

Residents are expected to clean up any dirt left in the driveway after washing and cleaning vehicles. Debris swept or hosed out of the garage should also be cleaned up.

PETS

As considerate neighbors, Residents are urged to keep their pets under control at all times. Any pet out of control is subject to the Perinton leash law. Harts Woods has no designated area for exercising pets. Pet owners are expected to walk pets on the roadway and common areas that are not proximate to dwelling units of other Residents.

Pet owners are expected to clean up their pet's excrement from any common area. Residents whose pets violate this rule will be subject to an assessment to cover clean up and/or damage costs. Any damage caused by urination will also be subject to assessment. This rule is in effect at all times including months when the ground is frozen and/or snow covered.

Staking-out or fencing-in of any pet in the common area is prohibited. Dog runs are also prohibited.

The placement of food, outside of the unit, for consumption by pets is prohibited.

The Management Company has the authority, as delegated by the Board of Directors, to remove any pet or pet apparatus, which violates the preceding rules. The Management Company may call the Town Dog Warden or the Sheriff Department for assistance if necessary to resolve pet problems.

RUBBISH COLLECTION

Rubbish collection is provided by a private contractor that is appointed by the Board of Directors. Residents are requested to use solid metal or plastic containers with handles and lids that can be securely closed. Except for collection, rubbish containers must be kept inside the garage.

Residents are to place their containers at curbside or in front of their garage after 6:00 p.m. the day prior to collection or early in the morning on the day of collection. Collection service is for regular household rubbish. Non-compactable items such as furniture, appliances, rock and lawn debris, contractor's waste and the like, are not considered regular household rubbish. Residents must make special arrangements with the refuse contractor (see page 2 for name and phone number) to have these items collected at their own expense.

Residents are required to participate in the Monroe County Recycling Program. The Town of Perinton through Waste Management provides recycling collection. The blue bins must also be stored inside the garage except for collection. Please place them curbside after 6:00 p.m. the day prior to collection or early in the morning on the day of collection. In the event that pickup does not occur on the scheduled day, bins should be returned to the garage. When placing your bins curbside, please make sure that items such as newspapers are properly secured so that the wind does not scatter them throughout the property.

