

WESTAGE@
HARTS WOODS
CONDOMINIUM

RULES &
REGULATIONS

JANUARY 1, 2006

WESTAGE AT HARTS WOODS HOMEOWNERS AND RESIDENTS:

The following revised edition of rules, regulations and guidelines is published to assist in the proper care of the Westage at Harts Woods Condominium, to assure your complete enjoyment, and to maintain your investment as a unit owner.

As a homeowner, you also own a share of the common area, landscaping, etc. We are confident that all will have a rightful sense of pride in these facilities and will use them with care.

If you have any questions regarding your unit, do not hesitate to contact the Property Manager at (585) 248-3840 or info@croftoninc.com.

It is the responsibility of the residents to inform visitors and make certain they adhere to ALL rules, regulations and guidelines of the Westage at Harts Woods Condominium.

All homeowners who rent their property to another party must inform the renters of their units of the rules, regulations and guidelines of the Westage at Harts Woods Condominium. The unit owner will be held legally responsible for those actions and activities of the renting parties and their guests, which prove detrimental to the Condominium.

The following rules and regulation supersede any and all rules and regulations established by previous Boards of Managers and are effective as of January 1, 2006.

**VIOLATORS WILL BE SUBJECT TO FINES ON THE FIRST VIOLATION.
THERE WILL BE NO WRITTEN WARNINGS.** See index for Schedule of Fines.

MONTHLY MINUTES ARE POSTED IN EACH BUILDING (near the garbage cans).
It is your responsibility to read these for reminders and

updates. Definition of Terms:

What is a rule and regulation?

A rule is a specification of a required action. It states exactly what must be done. The word "regulation" is suggested as being a little broader in meaning than the word "rule".

What is a By-Law?

A By-Law is a rule for the Board of Managers' internal operations.

What is a guideline?

A guideline is a Board directive for discretionary action.

The legal basis for which Westage at Harts Woods Condominium Board of Managers derives its authority to establish and carry out rules and regulations pertaining to the operation of the Condominium is found in the By-Laws.

I. PARKING

A. RULES AND REGULATIONS:

1. A resident is defined as: A Person(s) who continuously and consecutively reside at a unit in Westage at Harts Woods Condominium, or whose legal address is Westage at Harts Woods Condominium complex.
2. Speed limit of 10 MPH is in effect throughout Westage at Harts Woods Condominium complex.
3. All campers, trailers, boats, snowmobiles and any and all unregistered vehicles are prohibited.
4. Motorcycle owners must abide by all parking rules. Any motorcycle parked on the premises must use a kickstand plate to avoid damage to the asphalt. Damage caused by kickstands will be repaired by the management and billed to the offending homeowner. Motorcycles are not to be parked along High Gate Trail and Great Wood Court.
5. Motor vehicles are NOT to be driven or parked on lawns or sidewalks AT ANYTIME.
6. HANDICAP PARKING SPACES are reserved for the specific unit owner. Any other vehicle in that space is subject to immediate towing. Any unit owner that has or applied for a handicap parking space must own and have the vehicle registered in his or her name and said vehicle has to use the Westage at Harts Woods parking lot. Parking spaces are at a premium and we cannot reserve these spaces for drop-off and pick-up.
7. Washing of cars is permitted in designated areas only.

B. HOUSE RULES:

- I. The sidewalks, entrances and driveways must not be obstructed or encumbered.
2. Residents are required to move their vehicles to facilitate snow removal.

II. PETS:

A. RULES AND REGULATIONS:

1. Unit owners are allowed 1 Dog, 2 Cats, or 1 Dog & 1 Cat.
2. No Unit owner shall allow any household pet to run free on the common elements. Pets on the common elements shall be on a leash and accompanied by an adult. Owner shall be responsible for immediately picking up after pets.
3. Doghouses, staking-out or fencing-in of any pet in the common area is prohibited.
4. The placement of pet food on patios or balconies for consumption by pet is prohibited.
5. The confinement of pets on patios or balconies is prohibited.

- 6 The harboring of pets within individual units which create a nuisance (noise, sanitation problems) for the Condominium is prohibited.
6. Bird feeders, or any kind of food put out for birds must be squirrel proof and hung from trees or freestanding hooks.
7. No nonresident unit owner shall permit his or her tenants or other persons entering into possession or occupancy of the unit to harbor any pet or pets within.

ALL UNIT OWNERS MUST FILL OUT A NOTICE OF RENTAL FORM (SEE ATTACHED) WHEN A LEASE IS EXECUTED AT THE PROPERTY.

B. REINFORCEMENT OF PET RULES AND REGULATIONS:

1. The Management Company has the lawful authority to call the Perinton Dog Warden when the Perinton leash law is violated.
2. The cost of repair of any damage to the common areas is chargeable to the unit owner involved.
3. Guidelines for Pet Excrement: Pet Owners are required to remove their pet's excrement from common areas and place in plastic bag, put in trash area in an enclosed container. Pet owners who violate this rule will be assessed a minimum \$50.00 fine to cover clean up and damage costs for each occurrence.

III. COMMON-PROPERTY-GENERAL

Any change to the common property contemplated by a resident must first be submitted to and approved by the Board of Managers before the unit owner may make the change. The board of Managers wants to be certain that before common property is at all modified that the proposed change is in keeping with the general character of the Condominium; meets code qualification of the Town of Perinton and/or the State of New York; does not present any special or costly maintenance problem for the Condominium, or adversely affect the safety and well-being of the residents. It will be the unit owner's responsibility to determine and meet all code requirements and to correct any deficiencies.

The following modifications to the Condominium do NOT need written Board Approval prior to installation but must meet the prescribed rules. The Board may direct removal of any modification at the homeowners' expense, which does not meet the criteria.

I. HANGING PLANTERS, FLOWERS AND PLANTS:

- a) All plants and planters must be removed by November 1st.
- b) Staff will seed any garden area not maintained by the unit owner.

2. PATIO/BALCONIES:
 - a) The patio covering is the unit owner's maintenance responsibility and must meet or exceed minimum standards for looks and safety as determined by the Board of Managers.
 - b) Removal of all patio and balcony furnishings is required by November 1st. Gas grills and 1 liter propane tanks are permitted per the Perinton Building Code. *Please see Town of Perinton letter accompanying this package.*
 - c) Holiday decorations are allowed between November 1st and January 31st. All holiday decorations must be removed by January 31st.
 - d) Balconies: The removal of snow and ice is the unit owners' responsibility. Any damage resulting from failure to remove snow and ice will be billed to the unit owners.
 - e) Balcony covering is the responsibility of Westage at Harts Woods.

3. CENTRAL AIR/FURNACES:
 - a) Central Air/Furnaces are the responsibility of the unit owners.
 - b) No window air conditioners are allowed.

4. TREES OR SHRUBS:
 - a) Additional trees or shrubs **MUST** be approved by the Board of Managers **BEFORE** any plantings are made.
 - b) No shrubs or trees can be removed without permission from the Board of Managers.

5. REPLACEMENT WINDOWS/ PATIO DOORS:
 - a) Patio doors/windows are the responsibility of the unit owner.
 - b) Style and color must match the existing.

6. WASHERS/DRYERS:
 - a) On October 20th, 2005, management met with the Town of Perinton Fire Marshall. The Fire Marshall has stated that as of January 1, 2003, all permanently installed dryers must have direct venting to the outside of the building: Existing lint trap buckets would not be acceptable. As of this date, October 20th, 2005, the board of managers has made a decision that no installation of washers and dryers will be allowed in any unit. Existing washers and dryers may remain in place; however, they cannot be replaced. If a unit is sold, the new owners may keep the existing washer and dryer (if sold with the unit), but cannot install or bring their own.
 - b) Please observe laundry room hours.

7. THE FOLLOWING WILL NOT BE ALLOWED OR APPROVED:
 - a) Lawn or garden ornaments must be in garden beds.
 - b) Personal playground apparatus.
 - c) Personal picnic tables or permanent barbeque grills.
 - d) Use of common area for private business purposes.
 - e) Wood burning fireplaces (pot belly stoves, fireplaces).

 - f) No awnings or other projections shall be attached to the outside walls of the building.
 - g) Charcoal or open flame fire boxes/pits. *See also Section III, paragraph 2B.*
 - h) Toys, bicycles, baby carriages, gas grills, propane tanks, etc. must not be left on common property or in common areas. *See also Section III,*

paragraph 2B.

- i) No smoking in common areas.
- j) Use of laundry room (washer/ dryer) other than during posted hours.

8. COMMON PROPERTY:

- a) All personal items must be kept inside your assigned storage locker.
- b) One door decoration is allowed.
- c) No mats, benches, shoes, toys, potted plants (real or artificial), car seats, garbage, etc. allowed in the hallways or common areas.
- d) One "For Sale" sign may be displayed on the inside of a unit window. Freestanding "For Sale" signs may be displayed on common property during an "Open House" but must be removed at the end of the day.

IV. MISCELLANEOUS

RULES AND REGULATIONS:

- 1. The operation of bicycles, skateboards, roller skates, motorbikes, minibikes, scooters, roller blades, battery-powered children's vehicles, and snowmobiles, etc. on the sidewalks, lawns and roadways of Westage at Harts Woods is prohibited.
- 2. Hanging laundry outdoors is prohibited.
- 3. Inside window treatments should appear from the outside to be professional, neat and in good taste.
- 4. No occupant will use the premises in any manner which would be disturbing or a nuisance to other occupants, or in such a way as to be injurious to the reputation of the condominium.
- 5. The monthly assessment fee of the condominium is due in the office of the Property Manager by the first (1st) day of each month. Payment should show address of unit to be credited.
- 6. Failure to pay the monthly assessment fee will result in the unit owner being assessed a late fee in addition to the regular fee.
- 7. Delinquent accounts of three (3) months will result in a lien being placed on the unit owner's property. All costs incurred in the filing of the lien will be born by the resident.

V. ENFORCEMENT OF RULES AND REGULATIONS

In addition to the specific powers as to enforce these rules and regulations, as otherwise stated herein, the Board of Managers may impose and assess fines in accordance with the following schedule:

See attached "Rental Agreement" and Lease Addendum".

ATTACHMENT A

**WESTAGE AT HARTS WOODS CONDOMINIUM
RENTAL AGREEMENT**

CONDOMINIUM ADDRESS: _____

NAME OF LANDLORD: _____

LANDLORD'S MAILING

ADDRESS: _____

PHONE: _____ E-MAIL: _____

TENANT

NAME: _____

PHONE: _____ E-MAIL: _____

TENANT

NAME: _____

PHONE: _____ E-MAIL: _____

TENANT

NAME: _____

PHONE: _____ E-MAIL: _____

We (I) have received a copy of the Westage at Harts Woods Rules and Regulations.

We (I) have read them, understand them, and agree to abide by them as presented.

TENANT SIGNATURE: _____

DATE: _____

TENANT SIGNATURE: _____

DATE: _____

TENANT SIGNATURE: _____

DATE: _____

LANDLORD

SIGNATURE: _____

DATE: _____

ATTACHMENT B

**WESTAGE AT HARTS WOODS CONDOMINIUM
LEASE ADDENDUM**

LANDLORD: _____

TENANT(S): _____

CONDOMINIUM ADDRESS: _____

ORIGINAL LEASE **TERM (#of months):** _____

BEGINNING DATE: _____

ENDING DATE: _____

The Landlord and Tenant agree to add the following provisions to the above-specified lease. These provisions shall remain throughout the term of said lease and any renewals thereof.

1. Landlord and Tenant acknowledge that the leased premises are part of the Westage at Harts Woods Condominium.

2. Landlord's right to lease and Tenant's right to use and occupy Premises shall be subject and subordinate in all aspects to the provisions of the Declaration and By-laws of the Condominium, and the Rules and Regulations. Failure to comply with the provisions of the Rules and Regulations shall constitute a material breach of this lease.

3. In the event of a material breach of the lease as determined by the Board of Managers with written notification to the Tenant and the Landlord, the Landlord shall take immediate steps to correct said breach. If after 21 days from receipt of said notice the breach has not been corrected, as determined by the Board of Managers, then the Landlord shall take immediate steps to evict the Tenant from Premises. In the event the Landlord fails to take action to evict the Tenant, then the Board of Managers may take whatever action necessary to evict said Tenant. Any costs incurred as a result of the Board's action including, but not limited to, attorney's fees shall be borne by the Landlord. Failure of the Landlord to pay such costs will result in a lien being placed against the subject unit.

4. This lease grants Tenant a leasehold estate in the Premises for the lease term specified together with a license granting Tenant, for such lease term, Lessor's rights to use the common elements and common facilities of Westage At Harts Woods Condominium (excluding without limitation membership rights in the unit owner's associations) provided that the Tenant and Tenant's family, perimitee, licensees, employees and agents exercise such license in accordance with the provisions of the Association Declaration and Rules and Regulations.
5. Landlord and Tenant shall be jointly and severally liable for any damages directly or indirectly incurred by the Westage at Harts Woods Condominium as a result of the noncompliance by Tenant and/or Landlord with the provisions of the Declaration, Rules and Regulations or any other covenant of this lease.

TENANT SIGNATURE: _____

DATE: _____

TENANT SIGNATURE: _____

DATE: _____

TENANT SIGNATURE: _____

DATE: _____

LANDLORD SIGNATURE: _____

DATE: _____

**WESTAGE AT HARTS WOODS CONDOMINIUM
Contractor/Service Personnel Policy**

On April 15, 2010, the Board of Managers approved the following rules and regulations for unit owners to follow when having contractors or service personnel working in their unit.

- 1) *Have the contractor provide a Certificate of insurance for the work being done. The Association's insurance agent requires \$1,000,000 per occurrence and \$2,000,000 aggregate in liability coverage and statutory Workman's Compensation coverage. The association requires the Certificate of Insurance to name Westage at Harts Woods Condominium and managing agent to be named as additional insureds. The insurance certificates must be on file with the management agent prior to any work being performed.*
- 2) *Have the contractor provide any and all permits required to do the contracted work.*
- 3) *Have the contractor identify the scope of work to be performed, work procedures, and equipment to be used, in a written proposal.*
- 4) *A variance request form must be submitted by the homeowner prior to any work being done to the exterior of the unit and approved by the Harts Woods Board of Managers. **Plan ahead- the Board only meets once per month on the 3rd Thursday to review variance requests.***

Please note:

The above rule/regulation shall include that a fine be levied in the amount of \$50 per day for each day that work proceeds that is not supported by the above referenced documentation. The effective date of this amendment is April 15, 2010. The required paperwork must be filed with Westage at Harts Woods Condominium, c/o Crofton Associates, Inc., by mail at 111 Marsh Road, Suite 1, Pittsford, NY 14534, by fax (585)248-3666 or e-mail Info@CroftonInc.com, **prior** to the commencement of any work.

**Westage at Harts Woods
Pool Rules and Regulations for the 2014 Summer Season**

- The pool will be open from Memorial Day Weekend (5/29/14) until Labor Day (9/6/10), weather permitting. Please note the pool hours throughout the season as listed below.
- Your pool photo pass MUST be shown to a lifeguard immediately upon entry into the pool area. There will be no guest passes. However, ALL GUESTS ARE *FREE* MONDAY THROUGH THURSDAY ALL DAY. Guests are \$2.00 per person/per day at all other times (Fri.-Sun.), except for infants who do not enter the water. There will be a special guest pass issued to those people who are visiting from out-of-town for a minimum of one week. This special guest pass will be dated for that specific time period only. To make arrangements to obtain a special "extended period" guest pass; please call Steve at 223-2061.
- ALL RESIDENTS MUST BE IN ATTENDANCE WITH THEIR GUESTS AT ALL TIMES. There will be no exceptions.
- All persons are positively forbidden to enter the pool area when the "Pool Closed" sign is exhibited. The pool area is defined as the pool itself and the existing area surrounding the pool within the fenced area, including the pool deck. Be advised that vandals will be prosecuted.
- Introduction of pollutants to the pool are prohibited, examples would include any body fluids or excrement.
- The pool hours will be as follows:

Provided the outdoor temperature is at least 68 degrees Fahrenheit or higher:

11:00 AM to 8:00*PM on Saturdays and Sundays** until June 20th
11:00 AM to 8:00*PM daily beginning June 21st

Adult Swim Times:

1:00 -1:30PM & 6:30 -7:00PM, every day after June 21st

* Closing times may change, depending on attendance AND weather

**Pool is only open Saturday and Sunday until June 20, 2010

- People who leave the pool area must relinquish lounges or chairs, to allow others to use them. Lounges and chairs are not to be reserved for others who may be coming later. All personal belongings should be removed from chairs and deck when leaving the area. On Saturdays and Sundays, lounges and chairs are designated for adults. The pool and deck are for use of all who swim and/or sunbathe. Therefore, if the facilities are to be used by both children and adults, then some noise and splashed water is to be expected.
- Persons having colds, skin eruptions, eye infections, or similar contagious or infectious ailments are not permitted use of the pool area.

- No glassware, china, silverware, or breakable items of any kind will be permitted in the fenced-in pool area. Food and drinks will be allowed if stored in the proper containers. Meals of any kind should be eaten at the large tables. (over)
- Lifeguards are not babysitters. Therefore, children under the age of 13 are not allowed in the pool area without an adult.
- No child under the age of 5 will be allowed in the pool unless accompanied by an adult over the age of 18, who is also in the water. All children must be toilet trained.
- Absolutely NO rubber pants or regular diapers are permitted in the water at any time, due to the safety hazard it poses with the pool filter system.
- Swimmers must wear attire (bathing suit) and footwear appropriate for pool use. Non-swimmers are allowed to wear street clothes, providing they are not entering the water.
- The lifeguards will actively enforce all rules to ensure total safety at all times. These rules include:
 - No running or rough housing within the pool area.
 - No diving at the shallow end of the pool.
 - No toys of any kind will be allowed in the pool area and or water. (Balls, rafts or "noodles", and diving toys made for the pool may be allowed at the discretion of the lifeguard, provided there are only a few people in the water at that time. If one person objects to the use of one of these items, then that item will NOT be allowed at that time.) Flotation devices used as swimming aids will be allowed (e.g. lifejackets, bubbles, arm floats, etc.).
 - No Alcoholic beverages within the pool area at any time.

FAILURE TO OBEY THESE RULES WILL RESULT IN IMMEDIATE
SUSPENSION FROM THE POOL AREA, AS DIRECTED BY THE
LIFEGUARD.

- The lifeguards have the authority to refuse admittance to, and expel any person(s) from pool area for failure to observe rules and regulations. Should a person(s) refuse to leave the premises, the police will be summoned immediately. If a person(s) has been expelled from the pool area THREE times for not obeying the rules, that person will be subject to loss of all pool area privileges for the remainder of the season.
- The pool phone is for lifeguard use only. Personal calls are not allowed at any time from the pool phone. Lifeguards are encouraged to use the pool phone to call the WHAM Weather Phone Line to check the outdoor temperature, when questioning whether or not to open or close the pool.
- Lifeguards have the right to close the pool at any time due to inclement weather or for chemical reasons. Steve Cain will be paged immediately if chemical readings are dangerous, whereby jeopardizing safety. Your patience here is greatly appreciated, as the chemicals tend to be "off" at times throughout the summer season due to weather conditions, such as a rainfall.
- Staff allowed to swim (must shower first) during lunch hour 12:00-1:00 or after 4 PM, Monday-Friday.

Homeowner/Contractor Notice Westage at Harts Woods Condominium

1. Insurance:

Westage at Harts Woods Condominium requires that any contractors working on the property must have Liability and statutory Workman's Compensation insurance certificates on file prior to beginning any work. The liability insurance certificates must indicate limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and name Westage at Harts Woods Condominium and Crofton Associates, Inc. as additional insureds.

If you do not have these certificates on file, DO NOT begin work as your customer can and will be fined per the By Laws of Westage at Harts Woods Condominium.

2. Building Permits:

The homeowner is also required to obtain Town of Perinton building or plumbing permits for many projects. Examples of items requiring permits are any demolition, all new construction, any interior remodeling, etc. This list is partial and should not be considered all-inclusive.

ANY PLUMBING OR ELECTRICAL WORK REQUIRES A BUILDING PERMIT. Any work begun **on the property that does not have a Building Permit on file will trigger a call to the Town of Perinton Building Department to request an inspection/determination if a permit is required.**

3. Contractor Licensing and Inspections:

Any plumbing or electrical work **requires a Town of Perinton building permit and an inspection.** In addition, any electrical work also requires an electrical underwriter's inspection which can be issued by either of the following.

- a.) Middle Department Inspection Agency (454-5191)
- b.) Commonwealth Electrical Inspection Services (624-2380)

The Town of Perinton website contains detailed information on building permit requirements, etc. at www.perinton.org. Just follow the tabs to Code Enforcement and Development.

Please direct any questions to Crofton Associates, Inc. (585) 248-3840 or Info@CroftonInc.com.