



**Rosepark Cottages  
Homeowners Association**

**Homeowner  
Handbook**

March 2022

Rosepark Cottages HOA  
c/o Crofton Perdue Associates, Inc.  
111 Marsh Rd., Suite 1  
Pittsford, NY 14534

**Property Management Company: Crofton Perdue Associates, Inc.**  
**Property Manager: Jim Manetta**  
**Assistant Property Manager: Theresa Strickland**

## **Board of Directors<sup>1</sup> (3-year terms)**

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### **Officers for 2022:**

President: **David Stowell**  
Vice President: **Mike Richardson**  
Treasurer: **Tim Reed**

Secretary: **Martha Unrath**  
Director: **Jane O'Brien-Lehmann**

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<sup>1</sup> Bylaws, pp3-11

## **Mission Statement of Rosepark Cottages Homeowners Association**

It is the mission of the Board of Directors, working in accordance with the Association *Declaration of Covenants, Conditions and Restrictions* and its *Bylaws* to:

1. Preserve and enhance the quality of living within the Rosepark Cottages community.
2. Protect and enhance the value of the homeowner's investments in the community.
3. Provide prompt, considerate, and appropriate responses to homeowner's written communications and requests for services.
4. Operate in a prudent and cost-effective manner.

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## Introduction

This handbook has been prepared by your Board of Directors to serve as a guide for residents of Rosepark Cottages. Much of the information presented here can also be found in the *Declaration of Covenants, Conditions and Restrictions, and Bylaws* of Rosepark Cottages Homeowners Association which were provided to you. Some guidelines in these documents are general and give the Board latitude in carrying out its intent. We have tried to include in this document answers to most of the questions you may have about your community. We hope that this document will make life easier and help to preserve the beauty and quality of life of residents at Rosepark Cottages. Keep in mind that the *Homeowners Association Declaration of Covenants, Conditions and Restrictions, and the Bylaws* are the legally binding documents for our association. Additional copies of the *Declaration of Covenants, Conditions and Restrictions and Bylaws* may be obtained from the Property Manager.

Terms of this handbook are subject to change without notice.

Finally, the Board of Directors believes that the document on the next page describing the rights and responsibilities of homeowners and community leaders is a set of standards that can stimulate communication, promote trust and cooperation, clarify expectations and build a greater sense of community. The Board uses these principles in its role in the community and asks homeowners and residents to consider these guidelines for their role as members of the homeowners association. This document was created by the Community Association Institute ([www.caionline.org](http://www.caionline.org)).

“Rights and Responsibilities” was developed as an ideal standard to which communities could aspire, a goal-based statement of principles designed to foster harmonious, vibrant, responsive and competent community associations. The principles were not designed to be in complete harmony with existing laws and regulations in 50 states, and in no way are they intended to subsume existing statutes.

## Abbreviations

HOA: Rosepark Cottages Homeowners Association

# **Rights and Responsibilities for Homeowners and Community Leaders**

## **Meetings of the Association and the Board of Directors**

### **HOA Annual Meeting<sup>2</sup>**

The annual meeting of the Homeowners Association will take place in the late fall of each year with a possible second meeting held during the summer to accommodate "Snow Birds". The Board will present a financial statement of year-to-date progress at the time of the meeting. Discussion of any amendments to our *Declaration of Covenants, Conditions and Restrictions* or *Bylaws* will take place at that time. Elections of board members for the following year will also take place at this time. Ballots will be mailed prior to the late fall meeting for homeowners to return by mail or bring with them to the meeting. Minutes of the Annual Meeting are provided to all homeowners via email, if applicable, or postal service.

### **Board Meetings<sup>3</sup>**

The Board of Directors meets quarterly or more often as needed. Property Manager, President and Treasurer are reviewed.

### **Board and Property Manager Communication with Homeowners**

The Board and Property Manager will produce a newsletter to distribute to homeowners and residents a minimum of twice a year. Special notices will be sent as needed. These will be sent via email, if applicable, or by postal service. For non-resident homeowners, they will be mailed to the address provided to the Property Manager by the homeowner. Other communications from the Board will also follow this procedure.

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<sup>2</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p49, 51

<sup>3</sup> Bylaws, p6

## Contacting the Property Manager or the Board

The Board of Directors and the Property Manager are committed to providing services and responding to the needs of the homeowners. To ensure that every request is responded to in a timely fashion, we ask that all communications be submitted in writing. Homeowners may also in writing request to address the Board in person. The Property Manager will review communications received and if a response is needed by other than the Property Manager, the response, as appropriate, will be received by the homeowner no later than one week following the next Board meeting.

Please address communications to the Property Manager and/or the Board of Directors at:

Rosepark Cottages Homeowners Association  
c/o Crofton Perdue Associates, Inc.  
111 Marsh Rd., Suite 1  
Pittsford, NY 14534

## **Property Manager<sup>4</sup>**

The Board of Directors hires a Property Manager to implement association policies and perform assigned tasks. Responsibilities assigned to the Property Manager include but are not limited to the following:

- a. Maintain a roster of home owners and non-owner residents. In addition maintain a current list of lease contracts executed by homeowners and ensure compliance with association regulations regarding leasing of townhomes.
- b. Collect homeowner fees, deposit fees for association, and keep a record of assessment payments for each homeowner. Work closely with the treasurer to coordinate budget expenditures.
- c. Develop and maintain association files.
- d. Respond to resident/owner association inquiries both in writing and by telephone.
- e. Develop and administer a calendar of association meetings, events and activities through support of the board and the hospitality committee.

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<sup>4</sup> Bylaws, Article III.F.(10) p5

- f. Provide information and guidelines to the board as it sets policies and makes decisions.
- g. Prepare and submit management reports to the board at each of its regularly scheduled meetings including a report of HOA fee collections.
- h. Assist the board in identifying the best vendor for services required by the homeowners association and administer vendor contracts by
  - i. Ensuring of bid specifications and requests for proposals
  - ii. Identifying quality vendors
  - iii. Negotiating service contracts
  - iv. Ensuring compliance with local ordinances and DEC regulations prior to commencement of work
  - v. Evaluate vendor performance under contracts
  - vi. Evoke contract warranties as necessary
- i. Maintain current the association Bylaws, Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, amendments, current budget, contracts, map, property information sheet and any other relevant HOA documents that need to be kept available to the board as it so directs. In addition, update and maintain Homeowner Handbook and distribute to homeowners updates at the annual association meeting or by mail.
- j. Track all current contract expiration dates and conditions for renewal and/or termination.
- k. Advise board in problems of policy clarity and policy enforcement procedures
- l. Process landscaping or any other change requests from homeowners and/or the board.
- m. Identify, record, and enforce violations of association restrictions, rules, and regulations as described in the Homeowner Handbook and associated HOA documents.
- n. Identify exposures to potential loss and recommend remediation where appropriate to the board.
- o. Periodically inspect (minimum semi-annually) the physical assets maintained by the association and submit an inspection report to the board annually.
- p. Implement the system of maintenance request forms established by the board. Ensure proper documentation through completion of maintenance requests and timely communication with relevant homeowners.
- q. Develop and implement preventative and routine maintenance, repair, and replacement programs

- r. Compile, print and distribute the newsletter or other mailings to homeowners either from the board or from the Property Manager.
- s. Provide immediate onsite inspection of property damage in the event of loss to the association. Provide communication with insurance agent to facilitate claim processing.
- t. Pick up association mail at least three times weekly from the associations' post office box. Mail will be redirected to the appropriate board member as required. When away a designee acceptable to the board may pick up the mail as required.
- u. Provide direction and support to homeowners and potential homeowners including but not limited to their attorneys, insurance agents, and mortgage companies as it relates to the association during the sale of homes. Ensure that proper association documents association fee schedules are transferred to the new homeowner and serve as an agent to welcome new homeowners to the community and the association.

## **Committees**

### **Hospitality Committee**

This committee works closely with the Property Manager to welcome new homeowners to the community and communicate information as it relates to being a homeowner and a member of the Rosepark Cottages Homeowners Association. This committee will also organize periodic social events for the homeowners and residents of Rosepark Cottages.

## **Association Dues and Assessments <sup>5</sup>**

Monthly HOA fees are established for the next calendar year by the Board of Directors and announced at the annual HOA meeting. All homeowners will be notified at least 30 days prior to the new calendar year of any changes in HOA fees.

Fees are due by the first of each month. A 10% service fee is assessed if the fee is not received by the 15<sup>th</sup> of the month or the check for some reason is invalid i.e. wrong amount, not signed etc. Payments returned by your bank will be subject to all fees incurred by the HOA's bank and payable upon your receipt of written notice from the Property Manager.

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<sup>5</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, pp50-51

Monthly HOA fees should be made out to Rosepark Cottages HOA and mailed to the address below:

Rosepark Cottages Homeowners Association  
c/o Crofton Perdue Associates, Inc.  
111 Marsh Rd., Suite 1  
Pittsford, NY 14534

Instructions for setting up automatic deposits from your account to the HOA are included in Appendix II. If you have questions regarding this option, please contact the Property Manager for assistance.

Special assessments may be brought to the homeowners by the Board of Directors when additional funds are needed for HOA responsibilities. If the Board of Directors determines that such an assessment is needed it will call a meeting of the Homeowners Association and send a mailing to homeowners explaining the financial situation requiring such action. Voting procedures and terms of special assessments are described in the HOA *Declaration of Covenants, Conditions and Restrictions* in "Article VI Covenant for Annual or Special Assessment" on page 50.

## **Insurance Coverage**

### **Association Responsibility<sup>6</sup>**

Insurance coverage responsibilities are described in the Fourth Amendment to Article XI of the *Declaration of Covenants, Conditions and Restrictions of Rosepark Cottages Homeowners' Association, Inc.* The Board of Directors maintains insurance on all structures at replacement value including all interior and exterior finishes and cabinetry and all other insurable improvements to the common ground.

Coverage includes loss or damage by fire, vandalism, malicious mischief, windstorm, and additional perils as covered by standard extended coverage endorsements.

Public liability and property damage insurance shall also be provided as determined by the Board of Directors but no less than \$1,000,000 for bodily injury and property damage for all persons per occurrence.

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<sup>6</sup> Fourth Amendment to Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, June 29, 2010.

All liability insurance will contain cross-liability endorsements to cover liabilities of the homeowners for incidents occurring outside individual townhomes.

A copy of the insurance certificate to meet these requirements is included in Appendix I of this document. An updated insurance certificate will be sent to homeowners each year.

## Homeowner Responsibility

It is the responsibility of each homeowner to carry his/her own personal property and casualty insurance covering their personal property, dwelling loss coverage of at least \$2,500 to cover the association policy deductible, and personal liability. The outline below of recommended coverage and the insurance requirements outlined in the association legal documents should be used when you discuss your specific insurance needs with your insurance agent.

Insurance guide for homeowners (provided by the Association's insurance agent, John J. Grimaldi & Associates, Inc.)

- 1. Personal Property.** Determine the replacement cost value of your personal possessions, excluding items of special value such as jewelry, furs, antiques, and collections. Request a replacement cost coverage policy subject to a \$250 or \$500 deductible. Coverage must be written on an "All Risk" basis.
- 2. Additions/Alterations/Townhome Deductible.** Your association coverage includes coverage to replace any improvements, alterations, or upgrades that you have made to the building within your unit. You must include coverage for the Association deductible (\$2,500) under your HO-6 or condominium owner's policy dwelling section. This dwelling coverage must be written on an "All Risk" basis. Please refer to association documents cited in this section.
- 3. Loss Assessment Endorsement.** This coverage protects the unit owner from special assessments resulting from inadequate association insurance, such as a large liability loss that exceeds the limit of the association policy or a property loss for which the association insurance is inadequate. Grimaldi recommends a minimum of \$10,000 written on an "All Risk" basis.
- 4. Rental Endorsement.** If your unit is rented, you should endorse your policy, in addition to the above coverages, to

include loss of rents coverage and include loss of theft of your personal property.

**5. Personal Articles Floater.** Most policies limit coverage for loss caused by theft of jewelry, furs, guns, silverware, antiques, coin and stamp collections. Items such as these should be appraised and specifically listed to insure full payment.

**6. Comprehensive Personal Liability and Medical Payments Coverage.** This coverage protects you and your family from liability claims for bodily injury or property damage to others for which you are held legally liable. This coverage is provided for occurrences within your unit and for personal activities away from the unit. Grimaldi recommends homeowners purchase a minimum of \$300,000.

**7. Personal Umbrella.** This coverage is written on a separate policy and is available for amounts of \$1,000,000 or more. It provides excess liability coverage over your personal automobile liability, HO-6 liability, and other personal liability policies such as boats, rental property, etc.

## **General Guidelines for Keeping our Community Beautiful<sup>7</sup>**

In addition to the provisions set forth in the HOA *Declaration of Covenants, Conditions and Restrictions* and its *Bylaws*, the following set of homeowner guidelines has been adopted by the Board of Directors to preserve the beauty and quality of life of the residents at Rosepark Cottages.

### **Trash Removal**

The City of Canandaigua removes trash and recyclables set out near your mailbox every Thursday. To keep refuse on our streets to a minimum, refuse should not be put out at the curb before 8pm Wednesday night. Refuse containers should be brought inside as soon as possible after pickup.

On weeks with holidays, pickup will be on Friday instead of Thursday with the following exception: Thanksgiving holiday week pick-up will be on Wednesday.

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<sup>7</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, pp48-49

Recycling materials should be placed in recycle tote that were provided to each home by the City of Canandaigua Public Works at 205 Saltonstall Street. General refuse may be either bagged in clear plastic trash bags or in trash containers. Please be sure to put emptied containers back in your garage within a reasonable time after pick up. In an effort to keep the birds and/or rodents out of the trash the Board suggests that all trash be put in containers.

Garden and yard waste from personally maintained plants may be placed in paper bags and placed at roadside with the trash during the growing season to late fall for city pick up. **Do not dump your plant trimmings on common ground or in the lagoon. Dumping in the lagoon violate both City of Canandaigua parks and NYS DEC laws.**

### Pet Policy<sup>8</sup>

Pets are welcome at Rosepark Cottages. However, no more than two pets may reside in a single townhome. Homeowners must clean up after their pet. Pets may not be left outside unattended and must be on a leash when out of doors. Homeowners must care for their pet in a manner that does not create a noise disturbance or other nuisance to neighbors. No fencing or other exterior structure or invisible fence serving as a pet restraint or run is permitted without prior HOA approval.

### Signs or Advertisements<sup>9</sup>

No signs or advertisements may be placed outside your unit without prior approval of the Board of Directors except "For Sale" signs for resale of Townhomes.

### Estate, Tag, Garage and Yard Sales:

These types of sales are allowed with the following parameters:

- Maximum 2 days – Friday/Saturday or Saturday/Sunday
- Not to exceed 4 hours per day – 9am to 1pm
- All parking restrictions and guidelines must be carefully adhered to

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<sup>8</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p49

<sup>9</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p48

- Seller is responsible for managing traffic to insure the safety of the property and homeowners
- Any damage to persons, lawns, mailboxes, or other property are the sole responsibility of the homeowner conducting the sale.

## Attachments to Building Exteriors <sup>10</sup>

No permanent attachments to the buildings may be made without approval of the Board of Directors. Permanent attachments penetrating the exterior finish (paint or siding) breaks the barrier that leaves a home subject to weather and water damage and may lead to expenses for repair by the HOA. Homeowners wishing to attach a permanent item to the exterior of their building should obtain prior written approval from the Board of Directors. The Board reserves the right to require an indemnification agreement from the homeowner stating that the homeowner will bear any expenses incurred from the attachment desired. The Board also reserves the right to refuse such attachment should it be deemed inconsistent with the community architecture.

Awnings and patio enclosures may be added to patios after HOA Board approval and thus require a variance submitted either on paper or electronically to the Property Manager, with sufficient detail and a picture if possible. Approval is based upon design, model, and colors, if applicable. Awnings and enclosures must coordinate with the RPC community. Attachments are not required to be identical to previously existing attachments. However they should be complementary in style and color. Homeowners are responsible for all maintenance of awnings and patio enclosures, whether added by them or a previous owner and any damage caused to the existing structure by these structures.

## Parking <sup>11</sup>

There is NO overnight parking on RPC Association roads. Overnight parking for guests could be requested of neighbors or found in one of the City overnight lots. Homeowner vehicles should be parked in the garage with the door down when possible. Homeowners' recreational

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<sup>10</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p54

<sup>11</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p48

vehicles, including golf carts, campers, trailers, RV's, boats, etc. must be stored in the homeowner's garage or off site. These vehicles may be parked in the driveway temporarily, not to exceed 72 hours.

Homeowners must ensure their guests are aware of and comply with:

1. Daytime/evening guests should first park in the homeowner driveway.
2. There is NO parking on the grass.
3. Guests may park on the side of the road in front of the homeowner's home while taking care to not block neighbors' driveways or impede the delivery of mail.
4. Roads are narrow and emergency access to all homes must be unimpeded at all times. Vehicles should be parked to ensure a lane wide enough for any emergency or delivery vehicle at all times.
5. Additional daytime/evening parking can be found in the cul de sac area at the end of Walker Drive.

Violation of the above parking rules will result in a warning the 1<sup>st</sup> time. Further violations will result in fines as follows:

2<sup>nd</sup> time: \$50.00

3<sup>rd</sup> time: \$100.00

4<sup>th</sup> and any further time: \$200.00

## Homeowner Landscaping

Homeowners are encouraged to add flower plantings to the mulched areas in front of their Townhomes. They may also develop plantings around their patios and in the area to the side of the patio adjacent to their privacy fencing.

Homeowners may add additional decorative plantings to the mulched berm plantings along Lakeshore Drive on the side facing their units. They should not plant on the side facing Lakeshore Drive so that a consistent landscaping view is visible from the road.

Any homeowner installed plantings become the responsibility of the homeowner. These plantings must be kept neat and trimmed in a manner consistent with the landscaping of our community. If these plantings are not cared for in an attractive manner the Property Manager will have them removed at a cost to the homeowner.

Homeowners may not add plantings outside of these areas without written permission of the Board of Directors. If permission is granted,

these areas become designated the responsibility of the homeowner and must be maintained at their expense.

**No vegetables may be planted in the front or side of the home either in the planted beds or in containers. Vegetables may be planted in containers on your patio or in the areas between your privacy fence and the edge of the patio. Please be aware that if these plantings disrupt the patio pavers the Property Manager will have them repaired at the homeowner's expense.**

## Patio Furniture and Improvements

Homeowners are encouraged to add furniture and potted plantings to their patios. It is the responsibility of homeowners to keep these items in good repair and attractive to the community.

## Bird Feeding

Homeowners may install bird feeders around their patios. Use only seed appropriate for small song birds and finches. Do not ground feed pigeons or larger waterfowl. Bird feeders should be kept clean and any seed that falls to the ground promptly removed. Ground seed germinates and creates weed problems for our landscape crews and attracts undesirable rodents. We have had damage to shrubs and air conditioning units from rodents attracted to the food supply from bird feeders. Pigeon droppings on roofs are unsightly and detract from property values. Please be respectful of your neighbors.

It is a violation of New York State DEC law governing protected wetlands to feed wild waterfowl that come onto our property from the lagoon. Homeowners who feed such wild life are exposing both the association and themselves to sizeable fines for violation of these laws.

## Storm/Screen Doors, Window Dressings, Exterior Decorations<sup>12</sup>

Storm doors may be added to homes. The HOA designates a design, model, and color that coordinates with the architecture and are of a

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<sup>12</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p52

quality that minimizes risk to the structure while enhancing the beauty of the community. Contact the Property Manager for more information.

Window treatments visible from the exterior of homes should be maintained and in good repair. Colored window treatments should be backed with a white fabric to maintain consistent attractive exteriors to our homes.

Homeowners are encouraged to add seasonal holiday decorations outside their homes. Seasonal decorations should be removed once the holiday has passed. Decorations can be placed into the ground or to doors via magnetic attachments. Garlands and other decorations around doors can be attached to siding trim using plastic clips available through local vendors.

**Homeowners may not hang decorative items from the exterior light fixtures. These fixtures are not designed to support the weight of any additional object and this practice may cause damage to the fixture and siding leading to repair expenses for the HOA which will be subject to reimbursement by the homeowner.**

#### Other Beautification Issues<sup>13</sup>

Homeowners must not store trash bins, construction materials, equipment, boat trailers, mobile homes or recreational vehicles outside of their units (see parking section for temporary exception).

**No clotheslines or clothes drying of any kind is permitted outside of the homes, on patios, or on privacy fences.**

See Article IV on page 48 in the *Declaration of Covenants and Restrictions* for additional information.

#### **Boathouse<sup>14</sup>**

On a first-come, first-served basis, homeowners may store one canoe, kayak, paddle board or other similarly-sized unmotorized watercraft in the boathouse within a space assigned by the HOA. Second crafts may be stored provided the two crafts are stacked and occupy only one

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<sup>13</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p48

<sup>14</sup> Offering Plan, p27

space. All crafts must be registered with the HOA. A key to the boathouse will be assigned once a craft has been registered and a space is available.

1. The boathouse must be locked at all times.
2. Craft storage is for homeowners only and not for friends and family.
3. Renters will not be allowed access to the boathouse.
4. Storage space does not convey automatically to a new owner. Previous owners should return their key to a Board member or to the management company.
5. New owners who are interested in a space must register their craft and wait for an opening.

All crafts that are not used should be removed so that homeowners who wish to use their craft more regularly may have storage. Please respect these guidelines as storage is limited.

## **Leasing of Townhomes<sup>15</sup>**

Homeowners may lease their entire townhome only. However, leases must be for a period no less than 12 months and a copy of the lease must be sent to the HOA. It is the responsibility of the homeowner to ensure that lessees abide by the terms of the HOA as residents of the community. Lessees should all be members of a single household unit. No more than two individuals per townhome may be in residence during the lease period. No subleasing is permitted.

Requesting Maintenance to the Exterior of Your Home

## **HOA Maintenance Responsibilities<sup>16</sup>**

The Association will take care of maintenance to the roofs, gutters, and siding. Please notify the association of repair needs. Mail maintenance request forms to the association. Emergencies may be expedited by delivering the request directly to the HOA president.

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<sup>15</sup> Fifth Amendment to Declaration of Protective Covenants, conditions and Restrictions, Easements, Charges, and Liens, June 2010

<sup>16</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p52

## Homeowner Responsibilities<sup>17</sup>

Homeowners are responsible for maintenance and repair of exterior windows and doors, screens, garage doors, and air conditioning compressors for your home. Any contractor that you wish to bring on site to do work in your home must submit to the association an insurance certificate and sign the association indemnification form prior to performing any work at Rosepark Cottages. A copy of the forms and specific insurance requirements for contractors is included in Appendix IV. **Contact the property manager for assistance with the insurance paperwork for your contractor.**

## Maintenance Request Procedure

Maintenance requests may be submitted in paper form or by completing the form available through management's website. Please be as specific as possible when describing the issue including a photo if possible. Upon receipt of a request, the Property Manager will respond as soon as possible. For routine issues, the Property Manager may wait to accumulate a small list of items before repairs are completed. This efficiency saves RPC on the labor costs of repairs. The average length of time for maintenance issues to be addressed is 10 days including weekends and holidays. If you have an emergency situation please immediately contact the Management Company by phone, leaving a message if necessary, and follow-up with the written request.

## Maintaining the Inside of Your Home

### Homeowner Responsibilities

All maintenance to the inside of the home is the responsibility of the homeowner.

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<sup>17</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p52

## **Common Ground Maintenance <sup>18</sup>**

### **Watering of Lawns, Shrubs, Trees, and Common Ground Plantings**

Lawns require water to maintain their health and to control weeds during periods of drought. We often experience periods of drought during the summer months and the association does not water the lawns around your home. Homeowners must water their lawns if they wish to have a healthy attractive lawn. The Board of Directors encourages homeowners to water their lawns when necessary during periods of drought. While lawns may recover from drought, young shrubs in the mulched planted areas around your foundation will not. It is the homeowner's responsibility to water shrubs in these planted areas when necessary. Similarly, if ground maintenance takes place around your home, the Association will reseed the area, but it is the homeowner's responsibility to water the newly reseeded area until it becomes established.

Plantings in the common areas also need water periodically. Berm planted areas are particularly subject to harm during periods of drought. The association has limited common water access and must develop plans to preserve the health of our common ground plantings. The Board of Directors has determined that when watering of common areas are necessary and when there is no common water available, outside hose bibs on homeowner's homes will be used by Grounds committee representatives. Homeowners will be compensated by the HOA for water use when watering common plantings. Not watering these areas during drought will lead to even greater expenses to the association through replacement of dead trees and shrubs.

### **Mowing**

Mowing and edge trimming of lawns will take place as needed but not more often than once per week during the growing season. Weather permitting, mowing is scheduled to be done on Thursdays.

### **Fertilizer and Pesticide Applications**

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<sup>18</sup> Declaration of Protective Covenants, Conditions, and Restrictions, Easements, Charges, and Liens, p52

A firm will be contracted to monitor the health of lawns, plantings in common areas, and mulched plantings around the homes. Appropriate environmentally safe applications will be applied. Signs indicating when an application was applied will serve to notify homeowners.

**After the period of warning notification expires, residents should dispose of the signs.**

## Mulching

Mulching of planted beds around townhomes and in common areas will take place once every year.

## Trimming of Shrubs

Trimming will take place as needed but no more than twice per year. Homeowners can assist in controlling these expenses by periodically trimming the “stringers” on shrubs in the mulched plantings beds around your home.

## Replacing Dead Shrubs and Trees

Homeowners should submit a maintenance request form for dead shrubs and trees. See the maintenance request forms in the pocket in the back of this handbook.

## Snow Removal

Roads and driveways are plowed if three or more inches have fallen. During windy periods drifting snow can cover roadways and driveways. The Property Manager will exercise judgment to keep snow removal economical and our community safe. As a general guideline for entering and exiting our community due to snow accumulation specifically the Hawley Dr. entrance, please use common sense and use the Walker Dr. entrance.

## Requesting Grounds Maintenance

Homeowners should keep an eye on plant health, drainage, and other landscaping issues near their homes. The Property Manager looks to the homeowners to keep them aware of grounds maintenance issues.

Please notify the Property Manager should you observe dead shrubs or trees or other items requiring grounds maintenance. Please use the same reporting process as used for building maintenance.

# **APPENDIX I – HOA Insurance Certificate**

## APPENDIX II – HOA Monthly Payment Information



### PAYMENT OPTIONS:

- Check – Please make your check payable to “Rosepark Cottages Homeowners Association,” and include your Rosepark Cottages address in the notation to ensure proper crediting to your account. Checks should be mailed to Crofton Perdue Associates at 111 Marsh Rd., Suite 1, Pittsford, NY 14534
- ZEGO – register with ZEGO to set up recurring payments/auto pay using your Credit or Debit card, bank accounts, e-check etc. Register online at [www.croftoninc.com](http://www.croftoninc.com), then click on your Association.
- If you do not have internet access, but want to have your HOA fee automatically deducted, please call Crofton Perdue at 248-3840 and we can mail you a form for direct debit through Crofton Perdue.

\*\* Please note, if you are already signed up for automatic payment through Crofton Perdue, that is still an available payment option and no further action is needed.

## **APPENDIX III – Building Contractors**

For homeowner projects including but not limited to interior remodeling, upgrades to cabinets, countertops, floors, insulation, or other work that the HOA is not responsible for, homeowners are responsible to seek out and vet contractors to perform their projects. It is not the responsibility of the HOA to recommend or hire contractors for homeowner projects.

Homeowners are responsible to seek out contractors who are reputable and fully insured to protect the homeowner and HOA from faulty workmanship, to ensure proper warranties and indemnity against injury or damage.

If a homeowner is about to have work done in their home and need a contractor recommendation, or is not sure of where to get information about a contractor, asking a neighbor or consulting the city are ways to seek help.

## **APPENDIX IV – Insurance Requirements for Contractors**

### **WORKERS COMPENSATION:**

Limits – Statutory Limits - \$500,000 Employer’s Liability

### **COMMERCIAL GENERAL LIABILITY:**

Coverage must be provided on an “Occurrence” Form

Limits	\$1,000,000 Each Occurrence Bodily Injury and Property Damage
	\$2,000,000 General Aggregate
	\$2,000,000 Products-Completed Operations Aggregate
	\$1,000,000 Personal Injury and Advertising Injury
	\$ 50,000 Fire Damage
	\$ 5,000 Medical Expense

Include **Rosepark Cottages Homeowners Association, Inc.** as an **Additional Insured on a primary and non-contributory basis**

### **COMPREHENSIVE AUTOMOBILE LIABILITY:**

Limits \$500,000 Combined Bodily Injury and Property Damage  
Coverage All Owned, Non-Owned and Hired Vehicles

### **NOTES:**

The above limit requirements may be satisfied by means of underlying policies and an Umbrella Liability Policy.

Cancellation – All of the above policies must be endorsed to contain a provision that the policies will not be cancelled or materially changed without 30 days advance written notice by certified mail to any certificate holder.

Certificate of Insurance – Before work commences a Certificate of Insurance must be issued certifying to all of the coverages, limits, additional insured on a primary and non-contributory basis and cancellation provisions referred to above. Contractual Liability must be included and specified on any certificate of insurance provided by the Contractor.

**Hold Harmless/Indemnification** wording in favor of, **Rosepark Cottages Homeowners Association, Inc.**

**HOLD HARMLESS/ INDEMNIFICATION CLAUSE**

To the fullest extent permitted by law, the Contractor, {Insert contractors name here} \_\_\_\_\_ shall defend, indemnify and hold harmless the Association, Rosepark Cottages Homeowners Association, Inc. and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) arises out of the work being performed by the contractor or anyone hired by the contractor regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party, described in this Paragraph.

\_\_\_\_\_  
Insured signature (Association)      Contractor signature

Dated \_\_\_\_\_