

EDGEWOOD ESTATES

HOMEOWNERS ASSOCIATION

## Rules and Guidelines

*Established: April 10, 1989*

*Revised: April 2021*

# HISTORY

The First Annual Meeting of the Edgewood Estates Homeowners Association (EEHOA) was held on April 10, 1989.

- The Sponsor, Mark IV Construction Co. Inc. turned the Association over to the Edgewood Estates homeowners.
- The first Board of Directors was elected.
- A Committee Interest Questionnaire was given to the homeowners to identify those who were interested in serving on standing committees.
- First monthly meeting of the Board of Directors
- As a result of the questionnaire, four standing committees were formed
  1. Architectural Standards and Rules (AS&R)
  2. Landscape, Grounds and Maintenance (LG&M)
  3. Newsletter
  4. Social and Welcoming
  5. Finance Committee was added in 1992
- Since 1989, the needs of the Association have changed. Additional rules and guidelines have been developed and added to the Declaration and By-Laws found in the Association Offering Plan (Yellow Book).
- This document was created to make the Rules and Guidelines more accessible and understandable.
- The Rules are defined as specific and irrefutable policies that govern the manner in which homeowners, renters, and their guests are expected to conduct themselves within Edgewood Estates.
- The Guidelines are defined as practical suggestions for conduct in the areas of safety and welfare of residents and the preservation of the integrity and esthetic value of properties.
- While these Rules do not cover all issues, the Board reserves the right to address specific issues as they arise. As these rules and guidelines change in the future, corrections will be sent to each homeowner. A new document will be published and periodically distributed to homeowners.

## A Message from your Board of Directors

Dear Edgewood Estates Neighbor,

We would like to welcome you to Edgewood Estates where you will find living here to be the best location, standard of living and friendly neighbors of townhome living complexes. We strive to keep the area fresh and attractive for those living here or wanting to live here. We hope you will enjoy years of satisfaction and pleasure living at Edgewood Estates.

As is true with most townhome developments, living in a shared community has rewards and benefits, but also imposes obligations and restrictions upon the homeowner for the well-being of all and the preservation of the value and desirability of the complex. We have prepared this document to facilitate your enjoyment while living here by succinctly explaining the Rules and Guidelines, and why they have been established.

We have volunteered our time and expertise to monitor the current business of Edgewood Estates and to plan long-term strategy. We encourage each and every one of you, whether newcomer or long-time resident, to help us by joining one of our committees. You will not only learn more about your community, but also help protect your investment. In an era when old-fashioned neighborliness has become nearly extinct, you will also find satisfaction in working with a group of dedicated neighbors.

These regulations are in conformance with the terms and conditions in the Offering Plan (Yellow Book), which you received **and can be downloaded from Crofton, Edgewood Estates Property website** and endorsed upon the purchase of your townhome. It also includes the updates to the original document.

## Edgewood Estates Homeowners Association Information

Management Company: Crofton Perdue Associates, Inc.  
111 Marsh Road Suite 1  
Pittsford, NY 14534  
585-248-3840 (fax 585-248-3666)  
Email: [info@croftoninc.com](mailto:info@croftoninc.com)  
Website: [www.croftoninc.com](http://www.croftoninc.com)  
(where you can find the Edgewood Rules and Regulations)

You may call during Monday –Friday, 8:30am to 5:00pm to:

- Report damage
- Request maintenance
- Obtain a Variance Request
- Register a complaint
- Obtain general information
- 24-hour emergency, call 248-3840

### **Handy Telephone Numbers**

|                               |              |
|-------------------------------|--------------|
| Fire, Sheriff, Ambulance      | 911          |
| Non-emergency hotline         | 311          |
| Henrietta Animal Control      | 272-5839     |
| RG&E Emergency                | 800-743-2110 |
| Monroe County Water Authority | 442-2000     |

### **While you are away:**

When you leave for an extended time, it is recommended that you

- Tell a neighbor and the management company when you plan to be away and how you may be reached in case of an emergency. If you have a vacation home or if there is someone you wish to have contacted, notify the management company and it will be noted in your file.
- Give someone a key, and ask him or her to check your unit at least once a week. Stop newspaper and mail deliveries.
- Set your hot water tank on the “vacation” or “pilot” setting.
- Suspend cable service to reduce the cost should you be away for a month or more. Secure or store all deck furniture. Close your deck umbrella.

## Useful Information

1. You may pay your monthly association fee by check or electronic check through your bank, by signing up for automatic withdrawal with the management company or by credit card through the Crofton Perdue website (**please check with Crofton, as a slight service fee may apply for use of a credit card to pay monthly dues or assessments**)
2. A VARIANCE REQUEST is required for all changes affecting the exterior of your unit and the common area adjacent to your home It **can be downloaded from the Crofton website, under (Edgewood Estate)**
3. The Homeowners Association is responsible for exterior maintenance. **Complete list of items on matrix found on pages 20-23.** A partial list of exceptions is windows/screens, screen/storm air conditioning units, decks, sidewalks, porches, and garage doors (except for routine painting). If you need a complete list, consult your Yellow Book. The homeowner is responsible to see that they follow rules, they should not call management company for “approval” etc.)
4. Each homeowner is responsible for interior maintenance, repairs or replacements.
5. Exterior antennae, clotheslines or poles, trailers, tents, or sheds are not allowed. For a more complete list, consult your Yellow Book or Management Company.
6. Overnight parking is **not allowed** on our roads. Designated parking areas are available for short term use by visitors. If extended (over 2 nights) of overnight parking is required, a variance must be requested... including reason for request) in ADVANCE.
7. Garage doors should be kept closed to provide for the privacy, security, uniformity, and cleanliness of the neighborhood.
8. Pets should be leashed at all times. Pet owners should carry disposal bags to promptly remove and properly dispose of all pet waste. Pets must not be permitted to urinate on plantings.
9. No signs are allowed except for “FOR SALE” signs and properly displayed security signs.
10. Trash pickup is **presently on Monday**. When a holiday falls on a **pick-up date, trash pick-up will be the next week day. For exact schedule, please contact management company**. Trash may be put out after dusk on the night before pickup. During the summer months, place trash containers on paved areas only, not on the grass. During winter months, do not place trash containers on driveway to allow for snowplowing.
11. No sustained activity which interferes with the peace or view of neighbors is allowed.

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## I. ARCHITECTURAL RULES AND GUIDELINES

Note: These rules and guidelines generally apply to those activities which have taken place subsequent to the establishment of the Association on April 10, 1989. However, they have been summarized directly from information contained within the EEHOA Declaration and By-Laws.

### A. General Information, Rules, & Guidelines Governing Association Members and Renters

#### 1. Your Offering Plan (Yellow Book)

The Offering Plan contains the declaration of protective covenants, conditions, restrictions, easements, charges and liens, and the By-Laws applicable to all lots sold at Edgewood Estates Townhomes in Edgewood Estates Subdivision, Henrietta, Monroe County, New York. [Offering Plan: pp 2 & 3]

##### a. Purchase Agreement

All purchasers of townhomes within Edgewood Estates must acknowledge receipt of the Offering Plan, in writing, to the Homeowners Association, prior to the date of the management company sending out the Common Charge letter. The Purchaser must agree to be bound by the Declaration, By-laws, and any Rules and Regulations of the Association as they may be developed, approved, and/or amended from time to time. [Offering plan, Exhibit "G", p 125]

##### b. Responsibility of Homeowners to Purchasers

Homeowners who sell their units are responsible for passing on the Offering Plan to the prospective buyer prior to closing as stipulated in the foregoing paragraph. This arrangement is mandated by State Law. If for some reason this action does not take place, the seller must pay the current price for a new book prior to the closing. [BOD: 04-02-91]

##### c. Responsibilities of Owners Who Rent Their Units

1. No Homeowner may rent his or her unit until after two years of personal occupancy, unless to a family member or members. However, a rental to or an occupancy by a family member or members is permitted upon the Homeowner's written notification to the Board of Directors, in advance of the occupancy.
2. All new rentals, except to family a member or members, shall be by written lease for no less than one year. All leases must be approved by the Board of Directors and a Variance must be requested and approved in advance of occupancy. Lease may be extended in writing beyond the expiration time, by the Homeowner if approved by the board of Directors and a new variance is approved. Any lease or agreement must contain a clause that states that the occupant (family member or non-family member) has agreed to the rules and regulations of our homeowner's association and will adhere to them. The renter is NOT allowed to vote, hold office or be on any committee.
3. No more than three (3) units in the Edgewood Estates Subdivision may be leased to persons, other than an **immediate** family member or members, at any one time. Property Management Company (Crofton) and Edgewood Estate Board of Directors must be notified of any homeowners intension to lease their property, so that it can be determined that a new rental unit will NOT exceed the three (3) units allowed.
4. Any Dues, special assessments, fines etc. that relate to the unit that is rented out, is the SOLE responsibility of the Homeowner.
5. Homeowner must obtain a Tenant Liability Insurance Policy. Certificate of Insurance must be filed with the Association prior occupancy, on every rental.
6. Exception to the above rules – A Homeowner may rent for a short period, not to exceed two weeks in any one year, upon advance written notice to the Board of Directors. Said Homeowner must comply with Rule #5 above.

##### d. Interior Responsibility

In accordance with the Offering Plan, the Board of Directors reaffirms the principle, since the inception of the Association that: All interior maintenance, repair and replacement in and of any unit is the responsibility of the individual unit owner.



## 2. Your Board of Directors

Specific information concerning the Edgewood Estates Board of Directors and its functions is contained within Article V of the Association By-Laws. (Offering Plan pp 103-109) Elected by a vote of Association Members to represent their best interest, the Board is responsible for managing the business and affairs of the Association. At the third annual meeting, the Association Membership voted to make the following changes

(amend) to the Association By-Laws: (a) “The number of Directors of the Association shall be five (5) [line 4, p 103], (b) “Directors must be members of the Association [line 2, p 103) (BOD: 04-22-92] and (c) “... such nomination must be made from Members of the Association in good standing”. (No fines or liens against property, etc.) [line 14, p 104] [Annual Meeting 05-21-92]

All board members must have owned and lived in their property for a minimum of 1 (one) year before running for office. Also, only one member of a household can be a HOA board member at a given time.

## 3. Your Standing Committees

Acting on the results of a Committee Interest Questionnaire distributed to the homeowners present at the first Annual Meeting of the Association on April 10, 1989, your Board of Directors formed **five** standing committees. These Committees include (a) the Architectural Standards & Rules (AS&R) Committee, (b) the

Landscape, Grounds & Maintenance (LG&M) Committee, (c) the Newsletter Committee, and (d) the Social and Welcoming Committee and (e) finance committee.

### a. Architectural Standards and Rules (AS&R)

The purpose of this committee is to monitor any changes to the exteriors of townhomes and their respective properties. In addition, they are responsible for upkeep of roads, private drives, parking areas, and other such general property maintenance problems. The AS&R Committee has direct involvement in the development of new and enforcement of standing rules which govern residents of Edgewood Estates.

The AS&R Committee reports to and makes its recommendations directly to the Board **Member who is responsible for this committee** subject to those constraints contained within the “Declaration” and its “By-Laws”, has the final say on all matters of concern to Association Members relative to both exterior alterations (to include also siding, roofing, painting, and staining) and the rules and regulations of the Association. AS&R Committee handles snow removal and the contracts for same. All new rules will be published.

### b. Landscape, Grounds & Maintenance (LG&M)

The LG&M Committee is responsible for and monitors all landscape, grounds, and other maintenance activities within the complex. This committee also reports directly to the Board **Member who is responsible for this committee**, subject to those constraints contained within the “Declaration” and its “By-Laws”, has the final say on all matters of concern to Association Members. It develops and publishes planting, gardening, and general landscape regulations for residents as needed and gravel and stone usage around the foundation.

### c. Newsletter Committee Functions

The Newsletter Committee is responsible for periodically sending to all homeowners’ news briefs about the complex and events and informative news about residents. The Board President must approve prior to printing in order to ensure its pertinence, accuracy, tastefulness, and lack of bias.

### d. Social & Welcoming

The Social & Welcoming Committee is responsible for planning and conducting social functions for the residents. They are also responsible for periodically revising and publishing an updated Association “Address List” and welcoming new residents to Edgewood Estates and making available to them information about the complex and surrounding area.

### e. Finance Committee

The Board Treasurer monitors and determines the financial status of the Association.

## 4. Indemnification of Directors & Officers and Legal Responsibility of Homeowners

### a. Indemnification (Exemption) of Directors and Officers

All present and past Directors and Officers of the Association are protected by the Association against all expenses and liabilities incurred or imposed upon them in connection with any proceeding to which they may be a party or in which they may have become involved during the act of carrying out their responsibilities on

behalf of the Association. The Association will provide fees for counsel. Excluded are cases in which the Directors and Officers are judged to be guilty of willful misconduct in the performance of their duties. [Offering Plan: Article III, Section 3.22, p 58]

b. **Liability Insurance**

The Association shall maintain a minimum of one million dollars coverage for Directors and Officers of the Association. This coverage shall provide funds to defend suits and pay claims against Directors and Officers. In order to protect all prior Directors and Officers, the policy shall be on a “claims made” basis. [Offering Plan: Article IX, Section 9.01, p 80]

c. **Assignment of Responsibility in Cases of Rule violation**

Individual Homeowners involved in a violation or infraction of the rules of the Association are responsible for any costs incurred by the Association, including legal fees, to extinguish the violation(s) or enforce Association rules. Such costs shall be a lien upon the Homeowners property until paid. [Offering Plan: Article XI, Section 11.04, p 87]

## **5. Homeowner Association Fees and Special Assessments**

[Offering Plan Declaration pp 64-69]

a. **Purpose**

Association fees and Special Assessments are described in depth in “Article V” of the Offering Plan. In summary, the purpose of the monthly assessment is to fund the maintenance, preservation, operation, and improvement of the Association property, and to promote the recreation, safety, and welfare of the Members of the Association. The amount of each resident’s annual Association fee paid in monthly installments is established by the Board of Directors. [Offering Plan: Section 5.02, p 64]

b. **System and Manner of Payment**

Association Fees are paid by check made out to the “Edgewood Estates Homeowners Association”, in a method determined by the Board of Directors. Written notice of the amount of the monthly assessment will be sent to every Homeowner not less than 30 days prior to the beginning of the budget year. The written notice also includes the manner and place of payment. [Offering Plan: Section 5.03 & 5.04, pp 64, 65]

c. **Special Assessments**

“Special Assessments” (in addition to annual maintenance assessments) for capital improvements may be levied during any assessment year. Special assessments amounting to more than twenty percent (20%) of the prior year’s annual maintenance assessment require the consent of two-thirds (2/3) of the total votes (including proxy votes) of all homeowners. Written notice shall be sent to every homeowner not less than 30 days prior to the date(s) on which the payment(s) is due. [Offering Plan: Section 5.07, p 66]

d. **Late Charge for Association Fees and Special Assessments**

The amount of any late charges for the Association fees and Special Assessments not received within ten (10) days after the due date (first day of each month) is set by the Board of Directors and will not exceed ten percent (10%) of each such payment due. Late charges not received within 30 days after the due date are subject to interest not to exceed 10% per annum. Homeowners may not withhold or fail to pay Association fees or Special Assessments due the Association because of dissatisfaction with the quantity or quality of maintenance services. The delinquent Association fees and Special Assessments together with the late charges will result in a lien on the homeowner’s property filed with the Monroe County Clerk’s office when the total obligation herein reaches **\$750.00 or 3 times current monthly dues or \$750, whichever is more**. This delinquency will be turned over to the collection agency for prompt payment. In addition, the homeowners will be responsible for all costs, expenses and EEHOA attorney fees.

## **6. Fines**

Association members in violation of the Rules and Guidelines governing the Association and its members are subject to a fine. The offender will receive a warning notice, and if the violation is not corrected within a reasonable timeframe as determined by the Board, a fine may be imposed on the offender. The homeowner is responsible for notifying the Management Company when the violation has been remedied or the timeline for the remedy. This fine will be charged each and every month until the offense has been corrected. A formal lien on the property may be obtained if the fine reaches **\$750.00**, and will be turned over to a Collection Agency for prompt payment. In addition, the homeowner will be responsible for all costs, expenses, and EEHOA attorney fees.

## **ADDENDUM TO FINES**

### **Edgewood Estates Letter of Compliance Fine Schedule for Noncompliance with Rules and Regulations Adopted by the Board of Directors on August 17, 2017**

In addition to the specific powers to enforce these rules and regulations as otherwise stated herein, the Board of Directors has adopted the following schedule of fines to enforce compliance with the rules and regulations established for the Townhomes.

1. Unit Owners (whether living in the unit or their tenant) who are not in compliance with any given rule or regulation will be notified in writing by letter sent by regular and/or certified mail. This notification will be considered a 30-day notice to the Unit Owner to correct the violation and will include a specific description of the violation.
2. The Unit Owners will be given 30 calendar days to correct the violation described in the written notice.
3. The Unit Owner has a right to request a meeting with the Board of Directors to discuss the infraction and possible solutions. This meeting must be requested in writing and addressed to Crofton Perdue Associates, Inc., Edgewood Estates Board of Directors, 111 Marsh Road, Suite 1, Pittsford, NY 14534, within the 30-day period.
4. If the Unit Owners and/or their tenant is still non-compliant at the end of the 30-day period, the following schedule of fines will be initiated to the Unit Owner:
  - a. \$50.00 fine after 30 days of original notice.
  - b. \$100.00 fine after 60 days of original notice.
  - c. \$200.00 fine after 90 days of original notice.
5. The Board of Directors reserves the right to levy stiffer penalties to non-compliant Unit Owners and/or their tenants. Unit Owners will be notified in writing by letter sent regular mail of such fines. Fines assessed will be immediate and irreversible.
6. Subsequent offenses, for the same violation, within a 90-day period of the date of the last violation, will be treated as a continuation of the original violation and fines will be due based on a continuation from the date of the first violation, using the above schedule.

## 7. The Resident Directory

The Residents will periodically receive a directory **via email or at annual meeting**, which includes

- Names, addresses, phone numbers of residents (**homeowner is responsible to notify management company of change of phone numbers or email address**)
- Names and positions of Board members
- Names of Committee chairs and members
- Management company and contact persons

## 8. Meetings (Offering Plan: Article IV, p 101)

### a. Annual Meeting

The Board of Directors will designate one Annual Meeting each year. The purpose of this meeting is to elect the Board of Directors and to transact Association business.

### b. Special Meetings

Special meetings to transact Association-related business may occur at any time. These meetings may be called at the request of the President, Board of Directors, or a minimum of ten percent (10%) or seven (7 members) of voting membership.

### c. Notice of Meetings

Notification of all meetings to Association Members must be sent not less than ten (10) or not more than thirty (30) days prior to the meeting. In the case of “Special Meetings”, the Association Members must be informed as to the purpose(s) and person(s) calling the meeting. (Note: Methodology of notification is contained in Section 4.03, p101 of the Offering Plan)

## 9. Voting [Offering Plan: Articles IV & V, Section 4.04 – 5.02, pp. 102 – 104]

### a. Class “A” Membership

Only Class “A” Members (Homeowners) are allowed to vote on matters concerning the Association. Class “A” membership includes all homeowners in Edgewood Estates. In the case of joint or common ownership, only one vote may be cast for each dwelling. [Offering Plan: Sections 4.04, p. 102 & 4.08, p.103]

### b. Nominations for the Board of Directors

Nominations are made by a “Nominating Committee” consisting of one member of the Board (who will chair the committee) and two or more members of the Association who are to be appointed by the Board no less than thirty (30) days prior to the Annual Meeting. All nominees must be “Members in good standing” (owe no fines, etc.). Nominations may also be made from the floor at the Annual meeting. [Offering Plan: Section 4.09, p. 103]

### c. Nominations Submitted by Members

Names of additional Candidates submitted by a formal written and signed request to the Nominating Committee by a minimum of 10% (7 members) of the voting membership must be placed on the formal ballot together with the Nominating Committee candidates. The Board must inform the membership at least 10 days in advance of the final date for submission of the names of such nominees.

### d. Absentee Ballots & Proxy Voting for Special Issue

Any Association member is entitled to vote in absentia on any matter submitted to the members for vote by specifying in writing to the Board of Directors the issue in question and whether the vote is “for” or “against”. This “proxy” vote should be mailed or hand delivered to the Association Secretary in a sealed envelope. The envelope will remain sealed until the Secretary delivers all votes for counting at the Association meeting in question. [Offering Plan: Section 4.09, p. 103]

### e. Absentee Ballots & Proxy Voting for Association Directors

Members unable to attend a meeting at which Directors of the Association are to be elected are entitled to file an ABSENTEE BALLOT with the Secretary of the Association if one is provided by the Board of Directors. If an absentee ballot is not provided, a member may vote by a PROXY submitted in writing directly to the Secretary of the Association in that manner stipulated in preceding paragraph. The “Proxy” must specify the names of all candidates for whom the member wishes to cast a vote. [Offering Plan: Section 4.09, p. 103]

## **B. Alterations to Exterior Architecture and/or Property**

Exterior changes to a unit require that a variance request form be submitted to the Board of Directors for their approval **IN ADVANCE**. The form may be obtained from the Management Company or on the Management Company website [www.croftoninc.com](http://www.croftoninc.com) . Follow the instructions on the form and return it to the Management Company. The variance request will be brought before the next Board meeting. Approval or denial will be provided within 30 days of the homeowner's submittal.

### **1. Deck & Under deck Upkeep and Storage**

#### **a. General**

Decks are the responsibility of individual homeowners. The Association will NOT repair, replace, or maintain the wood decks. However, the Association is responsible for seeing that homeowners do take care of their deck(s) and do not allow them to deteriorate. If the deck is considered a safety issue ( as defined by the Town of Henrietta), then the homeowners MUST repair or replace the deck, and if necessary the HOA will take steps to resolve the issue and bill the homeowner. Offering Plan: Article VI, b., p.25]

#### **b. Deck Preservative**

Homeowners are responsible for applying preservative on their decks at least every third year, either personally or by a contractor. The preferred stain product is recommended by the AS&R committee and stated on the Variance Request form. The Variance Request form must be submitted to the Board of Directors for approval prior to staining.]

#### **c. Outdoor Drying or Airing**

Outdoor drying or airing of any clothing, bedding, or carpets on deck rails or in yards is NOT permitted at any time. [Offering Plan: Article x, Section 10.17 & K., p.32]

#### **d. Deck & Underdeck Storage**

Use of decks or underdeck areas for storage (e.g., firewood, sprinkling systems, gardening tools, or supplies) is not permitted. Deck chairs, patio furniture, grills, and other such items are permitted inside of deck railings ONLY. Grills stored in garages may be used in the driveway near the garage entrance. They must be returned to the garage after each use once they are cool. [Offering Plan: Article VI, b, p. 25]

#### **e. Air Reception Devices (Satellite Dishes)**

Areas approved for satellite receivers are (1) on the deck railing, but not to extend over the deck (safety hazard) (2) on the deck floor or (3) on a post next to or near the deck. Dishes are not allowed to be attached to the roof or walls of the building. A VARIANCE REQUEST form and addendum must be submitted to the Board for approval and returned prior to any installation.

#### **f. Grilling/Heating units on the deck**

Under no circumstances are any open fire pits, chimeras or similar devises permitted on homeowner's decks. Gas grills are permitted on the decks. However, a distance (of approximately 4 feet) should be maintained from the vinyl sided structure. Any damage to the deck or structure, caused by the heat from grills, will be the responsibility of the homeowner.

### **2. Masonry Attachments**

Flagpole brackets, garden hose brackets, or any other objects may NOT to be affixed to any exterior surface of the property. Such attachments may cause permanent and irreparable structural damage to these surfaces.

### **3. Storm/Screen Doors**

Storm/Screen doors at front and rear entrances are permitted with a VARIANCE REQUEST and with AS&R approval as to type. [Annual Meeting 05-01-90]

### **4. Awnings & Deck Umbrellas**

Certain awning styles have been approved. The homeowner may contact the Management Company for information. A Variance Request form must be submitted to the Board of Directors for approval prior to installation. Deck tables with umbrellas are allowed. Because of possible damage from high winds, all umbrellas should be closed and secured when not in use.

## 5. Garage Door Mail & Package Slots

Small letter slots are permitted in garage doors provided they do not impede operation of the door. A VARIANCE REQUEST is required. Larger package slots are NOT permitted since they might structurally weaken the door and/or create a security risk.

## C. Property Appearance and Upkeep

### 1. Scheduled Painting and Staining

- a. Schedule  
Trim painting will be done as recommended by the AS&R Committee on a predetermined schedule with BOD approval.
- b. Inclusions  
Included under painting and staining are power washing, primer and finish of white paint on the front door, garage door, wood trim, soffits, brackets, and fascia. [BOD: 06-29-89, 10-21-10]

### 2. Trash

- a. Refuse - General  
Refuse will be collected by private contractor and will be picked up once weekly from each homeowner. Bulk refuse will be picked up at the Homeowners request to the Refuse Company (there could be an additional fee).

No trash may be put out prior to dusk the evening before collection day, and containers must be removed by collection-day evening. Trash containers are recommended and it is suggested that homeowners place their names and house number on both the trash container and cover because the wind often scatters them. If plastic bags are used, they must be heavy duty, which prevents animals and birds from opening them and scattering the contents. During the winter months, please do not set your trash on driveways. During the summer months, please do not set your trash on the grass.

- b. Recycling Boxes  
The Town of Henrietta requires the use of Blue/Green Boxes for recyclable materials and the weekly pickup is scheduled along with the trash collection. Residents are required to use a heavy weight on the contents to prevent scattering of debris.

### 3. Flags

Only **ONE** American flag may be **displayed per home** and then only from the deck **or other locations as approved by a variance**

### 4. Exterior Lighting

- a. Ground Level  
Accent or ground-level lighting is permitted; however, these lights should be placed on the foundation side of the side walk. They must be one foot in height, black in color and white lights. A VARIANCE REQUEST to the Management Company is required prior to installation. [BOD: 10-21-10]
- b. Free-Standing  
Post-style lamps are permissible for safety purposes. Only one type of post-style lamp has been approved.  
A VARIANCE REQUEST to the Management Company is required prior to installation. [BOD: 08-06-91]

### 5. Signs

No signs of any type, other than approved-style "For Sale" and standard security signs are allowed. Security signs must be placed in the flowerbed next to the foundation wall. No signs are permitted in residents' windows. Contractor's signs are not permitted. [Article X, Section 10.1, p. 82 & Special Meeting of BOD, LG&M and AS&R Committees: 11-01-92]

### 6. General Cleanup

Residents are asked to pick up litter on their property, including the small flags placed around the complex after lawn treatments. These flags may be removed after 24 hours.

## 7. Garage Doors and Household Sales from Property

Garage doors should remain closed when not in use. Open doors detract from the overall appearance of the complex.

Garage and yard sales are not permitted within the complex. Private household sales are permitted only upon the death of the last owner or upon the moving of the resident with the following conditions:

- a) An approved variance from the BOD is necessary.
- b) A household sale would only be approved in the event of the death of the owner or the sale of a unit.
- c) A household sale would be allowed for Two (2) consecutive days.

## 8. Animals

### a. General Information

Each unit may house only one dog **who must be licensed by the town of Henrietta**, only one cat. . Other pets, such as snakes or insects are not permitted. If resident has more than allowed number of pets, there will be a fine of **\$50 per month per extra pet** assessed until resident removes all additional pets.

**NO PETS ARE ALLOWED OUTDOORS UNLESS LEASHED AND IN THE COMPANY OF A RESPONSIBLE PERSON.** An animal may be leashed to a deck **ONLY** while the owner is present. No anchors may be attached to the surfaces of the home, except for the deck area. No anchors may be attached to any tree or light pole, or be free standing in the ground unless a homeowner is in attendance. Leashes and anchors must be removed when not in use because they pose a hazard to the maintenance crews and other persons who may enter the area.

A **VARIANCE REQUEST** is required for a homeowner's file if you own or acquire a pet. If you are a homeowner with a visitor who owns a dog and they will be staying with you for more than (7 days at a time), please call the Management Company with this information. [Offering Plan: Article X, Section 10.02, p.82

### b. Noise and Nuisance

Owners, family members, and their guests must have complete control of their pets at all times. If the pet is excessively noisy, the Board of Directors will take appropriate action and may demand the removal of the pet from the premises.

### c. Pet Cleanup

**RESIDENTS, FAMILY MEMBERS, AND GUESTS ARE EXPECTED TO CARRY A BAG AND CLEAN UP AFTER THEIR ANIMALS AS THE INCIDENT OCCURS.** Failure to do so will result in a single warning and subsequent fine. Animal messes are unsightly, impede the work of the maintenance crew, and kill grass. Lawns damaged by pets are will be repaired at the owner's expense. To prevent damage and burn spots to our lawns, it is strongly urged that pets be walked on the outer berms.

## 9. Posting Notices

To prevent the unsightly accumulation of tape and paper shreds on the sides of area postal boxes within the complex, only easily removable tape or magnets should be used to attach notices to residents on these boxes. All materials should be removed by those persons or designated persons posting them as soon as the advertised event has occurred.

## D. Safety and Comfort

### 1. Parking

Each townhome within Edgewood Estates was designed to have a minimum of four (4) in--garage and in driveway parking spaces for the use of residents and their guests. Residents should utilize these spaces provided for them for daily parking and should not use overflow parking for the extra cars.

#### a. Oversized, Commercial, Unlicensed and Misc. Recreational Vehicles

Vehicles, which cannot fit into the garage, are not permitted to remain overnight on Edgewood Estates property. The following must be garaged commercial vehicles, unlicensed vehicles of any type, open or closed trailers, other utility equipment, and recreational possessions which include, but are not limited to, recreational vehicles, trailers, sport or recreation equipment and utility carts. [Offering Plan: Article X, Section 10.16, pp.85 &86]

b. **Overflow Parking**

Eight (8) guest-parking areas are located within the complex. These areas accommodate a maximum of 37 vehicles and are meant for short-term parking for residents, guests, and people doing business within the complex. They may not be used by residents for overnight parking of their cars or vans, or as storage for vans, campers, boats, snowmobiles, etc. [Offering Plan: Paragraph 5, pp. 19 & 20 and Section 10.14, p. 85]

c. **Overnight Parking for Guests and Residents**

Guests should park in the host's driveway or use the overflow lot parking for a reasonable period of time, which is defined as one week. A homeowner must apply for a variance for hardship or handicap consideration. Should the variance be granted, it will not extend beyond 30 consecutive days in anyone year. The Board will assign which parking area the homeowner will utilize. A time limit of one week is the mandate for either guest or resident unless the Board has granted an emergency variance. "One week" means one week for the entire Association grounds. Any violation of this rule will result in a fine and/or the towing of the vehicle at the owner's expense.

d. **On-Street Parking**

On-street parking is permitted only on special occasions such as large parties, and then only after nearby guest parking areas have been filled. Party guests should be instructed to use the guest parking first and then to park only on one side of the street to prevent hazardous situations. On street parking at intersections and on the grass is not allowed.

**2. Speeding**

Within Edgewood Estates, an attempt has been made for several years to circumvent the installation of speed bumps which would make driving very difficult, and to prevent the posting of more signs which would spoil the esthetic appearance of the complex. There may be small children playing and pedestrians walking on the roadways at many times during the day and evening. In addition, there are some blind areas: e.g., at the entrance gates where Chasewood Circle and Foxborough Lane intersect. To prevent the need for more stringent intervention on the part of the Board of Directors, residents are required to observe a speed limit of no more than 15 MPH and to use caution when driving within the complex. Repeat offenders will be fined.

**3. Soliciting**

Motivated by a scam when several residents lost money, which they had paid to solicitors for storm/screen doors, the Board of Directors voted to place a NO SOLICITING sign at the entrance. Solicitors should be told about the sign and asked to leave the complex.

**4. Outside Deck-Mounted Hanging Pots and Artifacts**

Hanging flower pots and other artifacts from brackets or other type mounts or attachments on the outside surfaces of decks and deck railings are not allowed since they present a safety hazard to the maintenance crew and others.

**5. Noise**

Please show respect for your neighbors. Excessive and continuous noise of any type is not allowed within the complex at any time. Repeat offenders will be fined.

**6. Play Areas**

There are no designated recreation areas within Edgewood Estates. Parents (owners or renters) are expected to keep their children, their guests' children and their animals on their own property and not in the yards of neighbors unless permission has been obtained from those neighbors in advance. In addition, parents are responsible for replacing shrubs, trees, and other items, (windows, etc.) damaged by their children, their guests' children, or their animals.

**7. Storm Sewers/Catch Basins**

Storm sewers and catch basins must not be used for disposal of environmentally dangerous materials such as gasoline, kerosene, paint, and oil. This practice is extremely dangerous and offenders will be fined.



**II. PLANTING, GARDENING & GENERAL LANDSCAPING** *(Note: These rules and guidelines govern only those activities that occurred after the establishment of the Association on April 10, 1989. See "Variance Request" for proposed alterations to the landscape.)*

**A. General Planting - Flowers & Vegetables**

**1. Accent Planting in Pre-existing Gardens**

Pre-existing gardens are the areas between the foundation and walkways at the front of the units. Accent flowers are acceptable if they do not exceed the height or interfere with the symmetry of the existing landscaping. Vines are NOT permitted. Annuals should be cut on or before November 1st.

**2. Shared Front Gardens**

Where residents share front gardens space with their next-door neighbor, it will be necessary for BOTH neighbors to agree to add a **few low-growing** flowers or else none should be planted.

**3. Vegetables**

No vegetables may be planted on the common grounds. Residents may plant them in containers on their decks. They may not exceed the height of the railing.

**4. Planting around Trees, Association Street Lights, and Individual Lamp Posts**

Due to the delicate surface roots, no bulbs, flowers, vines, or other plantings are allowed around the base of the tree trunks. They are also not allowed around any light posts. In addition, vine-type plantings are **not** permitted in any location within the complex.

**5. Maintenance by Association**

All shrubs, trees and foundation plants are maintained by the Association. Homeowners are not allowed to trim, prune or alter existing Association owned plantings.

**B. Pruning, Mulching and Spraying/Fertilizing**

**1. Contracted Pruning, Mulching & Spraying/Fertilizing**

Appointed contractors maintain all the complex owned plantings. Residents are NOT to interfere with the maintenance crews, nor ask for individual favors. If there is a question or request about plantings, residents are to contact the Management Company. Also note that residents are not allowed to change or remove the plantings.

**2. Resident Plantings**

Residents must care for their plantings in conformity with the guidelines of the Association. If they are not, the Association will remove and/or replace them at the resident's expense. Residents who have accent plantings around their units should expect that contracted mulching, spraying, fertilizing, and trimming may affect these areas

**C. Regulations for Special Gardens or Plantings**

**1. Planting Proposals for Special Garden Areas around Ranch Units**

Special gardens are allowed in certain cases. The resident must submit a VARIANCE REQUEST to the Management Company which includes a drawing of the proposed garden and a written description of the variety and mature height of the plants. The height must not exceed the foundation height. Residences with less than three feet of exposed foundations may have plantings up to three feet high. [BOD: 09-03-90]

**2. Width for Special Garden Areas**

Special garden areas may not extend further than four feet from the foundation.

**3. Stipulated Areas for Special Gardens**

Special Garden areas are only allowed (with an approved VARIANCE REQUEST) in areas on the sides or backs of townhouses that are not professionally landscaped. Plantings around the side of deck areas are not permitted unless they are part of the professional landscape.

#### **4. Free-Standing Gardens**

No free-standing gardens are permitted within the complex unless specifically initiated by the Association and planted professionally in an effort to beautify the complex. Free-standing trees are not permitted in the complex.

#### **5. Removal of Unapproved Garden Areas**

Any planting of special gardens completed without prior written approval by the LG&M Committee will be subject to removal at the resident's expense.

#### **6. Maintenance of Special Garden Areas**

Approved special garden areas must be completely maintained by the resident. It must be cared for and mulched like the professionally maintained gardens. If it is not, the garden will be removed at the resident's expense. [BOD: 09-03-90] The garden must be restored to the original landscaping before the sale of the property or the seller must obtain the written consent of the buyer to continue maintaining the garden which consent must be filed with the management company.

### **D. Decorative Articles in Front Entrances, Gardens, Yards & Driveways**

The Town of Henrietta Fire, Protection and Building Codes states:

"No objects should be placed at or near the entrance or on the steps which (a) obstructs egress of a resident, (b) impedes entrance to firemen during a fire, (c) provides concealment for a potential prowler (d) obstructs entrance of police officers in pursuit, or (e) impedes entrance to medical emergency crews."

#### **1. Artifacts: Statuary, Figurines, Wood, Metal or Plastic Decorations, etc.**

No artifacts are allowed on the sidewalks and driveways of any dwelling. Inconspicuous artifacts are allowed within the confines of the decks. Preferably no more than four (4) artifacts per resident are allowed in the front garden and no higher than the foundation shrubs. These artifacts should be small in size and not impede nor hinder the mulching process (you may not receive additional mulching if these artifacts interrupt this work). The owner is required to remove these artifacts while mulching of the beds is performed. Artifacts shall be removed by November 1st.

#### **2. Hanging Flower Pots & Decorative Artifacts: Entrance, Deck and General Areas**

Hanging flowerpots are allowed within the confines of front entrances, provided they do not pose a safety hazard. Hanging artifacts such as wind chimes are NOT allowed.

##### **a) Deck Areas**

A maximum of two hanging flowerpots may be attached to the soffit or fascia board within the confines of a homeowner's deck area. However, no other type of hanging decorative artifacts may be placed so as to be conspicuous, observable or annoying (wind socks, etc.) to other homeowners.

##### **b) Tree Limbs**

Hanging plants and other hanging objects may not be attached to tree limbs. They may cause damage to the bark and expose the tender underlying surfaces. Exception: please see section below on birdfeeders.

#### **3. Rail-mounted Deck Planters**

Rail-mounted planters that are designed to fit on top of deck railings are allowed providing they (a) are not higher than 8 inches, (b) preferably match the color of the deck, (c) are not attached so that the brackets or plantings hang over the outside of the deck rail.

#### **4. Potted Plants in Gardens, on Front Porches, Steps & Decks**

a) A maximum of 5 potted plants in gardens are permitted. The height of the pot and plant may not exceed that of the surrounding shrubs. These pots must be removed from the garden on or before November 1st.

b) Potted plants are permitted within confines of decks.

c) Potted plants are permitted on the front porches, but not on the steps or sidewalks. The height of the pot and plant may not exceed two feet in height.

**5. Birdfeeders**

Homeowners may hang a maximum of two small birdfeeders. They may hang from a sturdy tree limb or be installed within the confines of the homeowner's deck. Residents are responsible for all care of the ground beneath the feeders, and any damage that may occur to the tree. If proper maintenance is not done, the Association's contractor will restore the area at the owner's expense.

**6. Hoses and other Tools**

Hose brackets are not allowed to be affixed to the structure. Hoses may be concealed in a hose pot or behind/under a shrub and must be put away after the season. Maintenance objects and tools (rakes, snow shovels, brooms, etc.) are not allowed to stand outside. Please keep them garaged when not in use.

**E. Planting Masterplan and Special one-time Authorized Plantings: Trees, Shrubs, Bushes & Perennials**

**1. Planting Masterplan**

The Board and the LG&M Committee have long recognized the need for additional, replacement or removal of trees and shrubs or bushes throughout the complex to enhance its aesthetic beauty. There is a long-term PLANTING MASTERPLAN which has been designated to promote continuity and symmetry of the trees, shrubs, and flowers within the complex. The landscape design is recommended by the LG&M Committee and is subject to approval by the Board of Directors.

**2. Special Offers**

Special offers may periodically be made to Edgewood Estates homeowners to allow them to purchase, through a designated professional landscaping contractor, trees and flowering and/or non-flowering bushes or shrubs. All such plantings will be carried out by the designated professional landscaping contractors and with an approved VARIANCE.

**3. Locations**

Perennial flowering or non-flowering foundation plantings should be located 1 ½ feet from the foundation.

**4. Height**

The height of these plantings should not exceed the window opening unless so approved in writing by the LG&M Committee.

**5. Maintenance**

Planting and care of these "foundation-type" plants is the responsibility of the individual homeowner.

**F. Exterior Holiday Decorations**

NOTE: The following regulations governing the use of holiday decorations by Edgewood Estates homeowners were determined at an informal meeting of the residents on September 11, 1991. They were subsequently approved by the Board of Directors on December 3, 1991.

**1. Approved Time Limits**

The time limit for the display of holiday decorations shall be 3 weeks before and 3 weeks after the holiday being celebrated.

**2. Approved Locations**

Decorations are allowed on porches, entrances, decks and front doors.

**3. Disapproved Locations**

Decorations are **NOT** allowed in the following areas: sidewalks, light posts, steps, exterior walls, driveways, garage doors, pillars, roofs, trees and shrubs.

**4. Free-Standing Decorations**

No free-standing decorations are allowed in any location on Association property.

# Edgewood Estates Responsibility Matrix

| <b>Common Area Maintenance</b>                     | <b>Association</b> | <b>Homeowner</b> | <b>Variance</b> |
|--|--------------------|------------------|-----------------|
| Landscaped areas and common grounds                | X                  |                  |                 |
| Shrubs and trees                                   | X                  |                  |                 |
| Driveway sealing/replacement                       | X                  |                  |                 |
| Snow removal roadway and visitor lots              | X                  |                  |                 |
| Snow removal driveway except 2 feet at garage door | X                  |                  |                 |
| Driveway de-Icing                                  |                    | X                |                 |
| Gutter and downspouts                              | X                  |                  |                 |

## **Decks**

|   |  |   |   |
|---|--|---|---|
| Repair or replacement                             |  | X | X |
| Staining (see variance for color & type of stain) |  | X | X |
| Maintenance of personal plantings on deck         |  | X |   |

## **Doors**

|  |   |   |   |
|--|---|---|---|
| Exterior painting                                    | X |   |   |
| Entry door, frame and glass                          |   | X | X |
| Garage door/weather-stripping replacement or repairs |   | X | X |
| Hardware replacement/repair                          |   | X |   |
| Sliding door and step                                |   | X | X |
| Storm door   |   | X | X |

## **Electrical**

|   |   |   |   |
|---|---|---|---|
| Street lights and entrance lights               | X |   |   |
| Building lights & post light in yard – Fixtures |   | X | X |

|  |  |   |   |
|--|--|---|---|
| Building lights & post light in yard - Light replacement |  | X |   |
| Door bells   |  | X | X |
| Electrical panel box and conduit                         |  | X |   |
| Air conditioner junction box                             |  | X |   |

**Exterior of Buildings**

|                 |   |  |  |
|-----------------|---|--|--|
| Siding and trim | X |  |  |
| Roof            | X |  |  |
| House numbers   | X |  |  |

**Fireplaces & Chimneys**

|                          |  |   |   |
|--------------------------|--|---|---|
| Interior components      |  | X |   |
| Chimney liner            |  | X |   |
| Chimney cap              |  | X | X |
| Chimney/furnace cleaning |  | X |   |

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**Front Porch/Steps**

|                                      |  |   |   |
|--------------------------------------|--|---|---|
| Structural repairs                   |  | X | X |
| Snow Removal or de-icing, if desired |  | X |   |

**Gutters and Downspouts**

|         |   |  |  |
|---------|---|--|--|
| Replace | X |  |  |
|---------|---|--|--|

**Heating and Cooling Systems**

|                                       |  |   |   |
|---------------------------------------|--|---|---|
| Furnace System                        |  | X |   |
| High efficiency furnace PVC vent pipe |  | X | X |
| Air conditioning system               |  | X | X |

**Privacy Fence on Deck**

|         |   |  |  |
|---------|---|--|--|
| Repairs | X |  |  |
| Stain   | X |  |  |

**Plumbing**

|                           |   |   |  |
|---------------------------|---|---|--|
| Hose Bib (Outside Faucet) |   | X |  |
| Exterior Plumbing         | X |   |  |
| Interior Plumbing         |   | X |  |

**Slate Walk**

|                          |  |   |   |
|--------------------------|--|---|---|
| Snow Removal or De-Icing |  | X |   |
| Repairs or replacement   |  | X | X |

**Windows and Skylights**

|  |   |   |   |
|--|---|---|---|
| Glass replacement                              |   | X | X |
| Window replacement                             |   | X | X |
| Window frames and sills                        |   | X |   |
| Window hardware                                |   | X |   |
| Painting, caulking, weather sealing (Interior) |   | X |   |
| Caulking, weather sealing (Exterior)           | X |   |   |
| Skylight replacement or repair                 |   | X | X |

**Vents/Exterior and Piping/Interior**

|                            |  |   |   |
|----------------------------|--|---|---|
| Dryer vent unit/exterior   |  | X | X |
| Dryer vent interior piping |  | X |   |
| Bathroom exhaust           |  | X | X |

|                        |  |   |   |
|------------------------|--|---|---|
| Furnace vent           |  | X | X |
| Sewer vent pipe        |  | X | X |
| Water heater vent pipe |  | X | X |

|             |   |  |  |
|-------------|---|--|--|
| Soffit vent | X |  |  |
| Ridge vent  | X |  |  |

**Services and Miscellaneous**

|                                   |   |   |                 |
|-----------------------------------|---|---|-----------------|
| Refuse & recycling collection     | X |   |                 |
| Refuse collection of larger items |   | X |                 |
| Pest control - interior           |   | X |                 |
| Pest control - exterior           | X |   |                 |
| Cable TV & underground cable      |   | X |                 |
| Telephone                         |   | X |                 |
| Satellite dish                    |   | X | X plus addendum |