

# *Arbor Creek Association, Inc.*

## *Policy Manual*



Revision 1/1/2023

TABLE OF CONTENTS

INTRODUCTION ..... 1

QUICK REFERENCE ..... 3

DEFINITIONS ..... 4

RULES, REGULATIONS AND POLICIES ..... 6

1. Maintenance Responsibilities of the Association ..... 6

2. Repairs / Maintenance NOT the Responsibility of the Association .... 7

3. Quality and Frequency of Maintenance and Repairs ..... 7

4. Access For Repairs ..... 8

5. Responsibilities Summary - Association ..... 8

6. Responsibilities Summary - Homeowners ..... 9

7. Party Walls ..... 10

8. Interior Modifications ..... 10

9. Outside Appearance..... 10

10. Exterior Modifications ..... 10

11. Insured Contractors..... 11

12. Storm Doors ..... 11

13. Landscaping ..... 11

14. Lawns..... 12

15. Bird Feeders, Bird Houses, Wild Animals ..... 12

16. Decks, Patios, Porches and Hot Tubs ..... 12

17. Lighting ..... 13

18. Signs ..... 13

19. Decorations ..... 14

20. American Flag ..... 14

21. Pets ..... 14

22. Parking ..... 15

23. Vehicles With Business Markings, Labels or Decals or Oversized ... 16

24. Boats, Trailers, Recreational Vehicles ..... 16

25. Snowmobiles And Similar Motor Vehicles ..... 16

## Arbor Creek Association Policy Manual

26.	Unregistered/Unlicensed Motor Vehicles .....	16
27.	Outside Repair Work .....	17
28.	Garage/Estate Sales .....	17
29.	Garbage and Refuse Disposal .....	17
30.	Commercial and Professional Activity on Property .....	18
31.	Garages .....	18
32.	Outside Antennae/Cable/Phone Service/Above Surface Utilities .....	19
33.	Outside Drying .....	20
34.	Noxious or Offensive Activities .....	20
35.	Gas Grills, Fires and Open Flames .....	20
36.	Fences/Privacy Screening.....	21
37.	Window Air Conditioners and Fans .....	21
38.	Dwelling In Other Than Residential Units .....	21
39.	Insurance Obtained by Townhome Owners.....	22
40.	Rental/Lease of Homes .....	22
41.	Clubhouse and Fitness Center .....	23
1.	General.....	23
2.	Clubhouse .....	24
3.	Fitness Center .....	25
4.	Fines for Violations .....	26
42.	Assessments, Fines and Late Fees.....	26
43.	Compliance .....	26
	APPENDIX A - VARIANCE PROCESS .....	29
	APPENDIX B - APPROVED ARCHITECTURAL STANDARDS.....	31
	APPENDIX C – RESPONSIBILITY MATRIX .....	33



## **INTRODUCTION**

### **Welcome to Arbor Creek**

When you purchased your Townhome, you were given a copy of the Offering Plan, which includes rules and regulations for living at Arbor Creek. You were asked to sign a document stating that you had read the Offering Plan and agreed to abide by these rules and regulations. Therefore, your commitment to abide by these rules and regulations was established when you purchased your Townhome. This commitment extends to your family, guests and tenants. This Policy Manual provides a summary of the more pertinent paragraphs of the “Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens” section, heretofore known as the Declaration section of the Offering Plan, and includes additional rules approved by the Board of Directors. We hope you will find this manual helpful. In addition to this publication, all other Covenants and Restrictions outlined in the Offering Plan must be adhered to. This manual should be read in conjunction with the Declaration. References to specific sections of the Declaration are noted throughout the document.

### **Arbor Creek Association**

Arbor Creek Townhomes is a community of 116 ranch-style townhomes. It is a privately owned community with common lands and town streets. The Arbor Creek Association (hereafter referred to as the Association) maintains the Association Property and enforces the Declaration which is part of each Homeowner’s purchase contract and to which each Homeowner is legally bound.

Arbor Creek Townhomes was developed by Pride Mark Homes, Inc. of Victor, New York and consists of approximately 34 acres of land adjacent to the State Road Nature Preserve (SRNP). SRNP consists of 84 acres of land that were deeded to the Town of Webster by Pride Mark Homes as green space and includes the two large ponds immediately adjacent to the community. The common area is owned by the Association. We encourage and support a community of neighbors who voluntarily work together to increase our property values and promote the spirit of respect, caring, community, family and friends. Our mission is to enhance our quality of life by maintaining our common areas and upholding our Covenants, Declarations, and By-Laws. In fulfilling our mission, we value honesty, fairness, firmness, equity, common sense, participation, respect, cooperation and safety in all our actions.

### **Board of Directors**

The Board of Directors was established under the Declaration and By-Laws of the Association. These elected volunteers are responsible for all operations of the Association and ensure that the community governing documents are followed and enforced. The Board is empowered to establish any other rules, regulations and penalties which it deems necessary, to protect and preserve the rights of individual Homeowners, or the community as a whole.

The Board is elected from and by the Homeowners of the community at the Association annual meeting. The Board consists of five (5) members serving terms of two (2) years. Terms are staggered such that each year three (3) or two (2) directors will be re-elected or replaced by vote of the Members at the annual meeting. There are no term limits. At the first Board meeting following the election, the directors shall elect officers.

### **Board of Directors Objectives**

- Encourage collaborative and diverse participation that includes an involved membership.
- Establish and maintain appropriate and effective forums to actively listen to the concerns of the community.
- Satisfy, maintain and enhance community support requirements relating to property values, legal and safety issues.
- Build community relationships that capitalize on best practices and improvement opportunities.
- Establish and maintain a strong financial foundation for all operations of the Associations.
- Be mindful of and preserve the Association's mission and values. Always serve in the best interests of the Association.

## **QUICK REFERENCE**

To request maintenance, pay monthly fees or obtain general information, contact the Property Management Group:

Crofton Perdue Associates, Inc.  
111 Marsh Road  
Suite 1  
Pittsford, NY 14534  
585-248-3840  
[www.Croftoninc.com](http://www.Croftoninc.com)

### **Voicing Community Concerns:**

Your Board of Directors is comprised of volunteers who are your neighbors. Please respect their privacy and direct all service requests to the Property Manager who will bring all issues to the attention of the Board.

### **Property Emergencies:**

For urgent matters, calls can be made to the Property Manager 24 hours a day. During the hours of 8:30am-5:00pm, Monday through Friday, phones are answered by a receptionist. After hours calls will be answered by an answering service, who will contact the Property Manager. If the situation is life-threatening, please call 911 immediately.

### **Extended Leaves**

If you leave for an extended period of time, please ensure that the Property Manager has a phone number where you can be reached, and the name and telephone number of a local person who has a key to your home in case of emergency. It is recommended that you turn off the water at the main shutoff (near your water meter) while away.

## DEFINITIONS

**Architectural Standards Committee (Architectural Committee)** – A permanent committee, established by the Declaration and appointed by the Board, to review and approve all proposed improvements, additions, modifications or alterations to any existing improvements or any change in the use of a Lot or Property, including Association Property.

**Association** – Arbor Creek Association, Inc., the corporation entity which you are a member of.

**Association Property** – All land, improvements and other properties owned by or in possession of the Association.

**Board** – The duly elected Board of Directors, past or present, of the Arbor Creek Association, Inc.

**Clubhouse** – The building at 1090 Creek Field Drive used by Owners on an individual or group basis.

**Declaration** – The document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens as it may from time to time be supplemented, extended or amended. All Owners received a copy when purchasing their unit. It is a publicly recorded and filed document in the Monroe County Clerk's Office.

**Homeowner (or Owner)** – The holder of record title, whether one (1) or more persons or entities, of the fee interest in any Lot or Townhome, whether or not such holder actually resides in such Townhome or on such Lot.

**Lot** – Any portion of the Property (with the exception of Association Property as heretofore defined) under the scope of the Declaration and as either identified as a separate parcel on the tax records of the Town of Webster or shown as a separate lot upon any recorded or filed subdivision map.

**Member** – Each holder of a membership interest in the Association, as such interests are set forth in Article III of the Declaration.

**Property** – All properties subject to the Declaration.



## Arbor Creek Association Policy Manual

**Property Manager** – A management company contracted by the Board of Directors to provide ongoing administrative, property management and maintenance services to the community.

**Townhome** – Each completed dwelling as evidenced by issuance of a Certificate of Occupancy by the Town of Webster, including garage, situated upon the Property or any such structure or improvement on the Property that is intended to be occupied as a residence or in conjunction with a residence.

**Unmaintained Association Property** – Areas of Association Property that are not landscaped and not regularly mowed or trimmed.

## **RULES, REGULATIONS AND POLICIES**

Note, Appendix C – Responsibility Matrix is included for quick reference.

### **1. Maintenance Responsibilities of the Association**

*(Article VI, Section 6.01)*

All maintenance and repair of and replacements to the improvements on Association Property, the maintenance, repair and replacement of all paved areas on the Association Property, snow removal from all paved areas and the maintenance of all builder or Association installed landscaped areas within Lots and Association Property shall be the responsibility of, and at the cost and expense of the Association. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines owned by the Association and, for which a utility company or other entity is not responsible (whether such lines and facilities are on individual Lots or Association Property) also shall be the responsibility of, and an expense of the Association. Such costs shall be funded from the maintenance assessments.

- a. Maintenance of Association Property. With respect to Association Property, the Association shall maintain, repair and replace all improvements, including the entrance monument, paved areas, walkways and builder or Association installed landscaped areas within Lots and Association Property. The Association also shall be responsible for snow removal from paved areas excluding walks. Individual Lot Owners are responsible for snow removal from the walks and entryways abutting their dwellings. The Association shall be responsible for snow removal from the Clubhouse entrance walkway.
- b. Maintenance of Townhomes. With respect to the Townhomes, including garages, the Association shall repair and replace the exterior siding, gutters, downspouts and roofs. The Association shall paint the wood surfaces of trim, windows and doors, and seal or stain decks. The Association shall not repair or replace windows, skylights, windowpanes, doors, garage doors, storm doors, decks, railings or maintain, repair or replace porches, stone pavers or stoops, patios or concrete walks. Exterior items that are vinyl coated and require no or low-level maintenance will be maintained in

accordance with manufacturer's recommendations. The Association shall not be responsible for the removal of snow from roofs.

With respect to other improvements on a Townhome Lot, the Association shall stain fences, railings and decks as initially installed by the sponsor, but shall not repair or replace spalling concrete walks, stoops or porches, or fences, railings and decks. Those portions of sewer, water, and utility laterals servicing one (1) or more Townhomes and not maintained by a utility company, public authority, municipality or other entity, will be maintained by the Association, limited however to repair necessitated by leakage or structural failure only.

**2. Repairs / Maintenance NOT the Responsibility of the Association**  
*(Article VI, Section 6.02)*

Except as provided in section 6.01 above, the Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings or structures not owned by the Association, or (ii) the maintenance, repair or replacement of any sewer lines, water lines or other utility lines which are maintained, repaired and replaced by a municipality, public authority or utility company, (iii) the maintenance, repair or replacement of the dedicated improvements, or (iv) obstructed sewer laterals.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the property made pursuant to section 6.01 above, but which is occasioned by a negligent or willful act or omission of a Lot Owner, excluding the sponsor, shall be made at the cost and expense of such Lot Owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Lot and such costs shall be added to that Lot Owner's maintenance assessment and, as part of that assessment, shall constitute a lien on the Lot to secure the payment thereof.

**3. Quality and Frequency of Maintenance and Repairs**  
*(Article VI, Section 6.03)*

All maintenance repair and replacement, whether or not performed by the Association, shall be of the quality and appearance consistent with the enhancement and preservation of the appearance and value of the

property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement, which schedules and regulations shall take into account the useful life of any painting and exterior materials in the enhancement and preservation of the appearance and value of the property.

#### **4. Access For Repairs**

*(Article VI, Section 6.04)*

The Association (and its employees, contractors and agents) upon reasonable notice to the Owners, shall have the right to enter upon any portion of the Property and into and upon any unit at any reasonable hour to carry out its functions as provided for in this article, except that in an emergency, the Association shall have the right, without notice, to enter upon any portion of the Property and into any unit to make necessary repairs or to prevent damage to any unit or any portion of the Property. The repair of any damage caused in gaining access shall be at the expense of the Association.

#### **5. Responsibilities Summary - Association**

- The Association shall maintain, repair or replace:
  - Roofing, siding, soffits, vents, trim and brickwork (except Homeowner damage).
  - All driveways and guest parking areas.
  - Gutters, downspout conductors, including cleaning.
  - Partial staining of deck surround, not synthetic area.
  - Any Builder and Association installed retaining walls.
  - Lawn areas and Builder or Association installed planting beds, shrubs and trees.
  - Exterior pipes/wires/conduits/public utility lines, poles and fixtures owned by Association and for which a utility company or other private entity is not responsible (limited to leakage and structural failure).
- Snow plowing of private driveways and Clubhouse parking lot.
- Shoveling and salting of Clubhouse sidewalk, consistent with the community snowplowing schedule.
- Painting of exterior doors, shutters and trim.
- Providing for Master Homeowners Insurance, liability and fire coverage on building, but not including personal property, upgrades, betterments or improvements.
- Weekly refuse collection.

- Extermination of interior/exterior pests, including ants, bees, other insects, rodents or chipmunks, that are causing, or may cause damage to Association buildings or endanger Association maintenance personnel (with Board approval).

## **6. Responsibilities Summary - Homeowners**

- Garage door, mechanisms, and openers.
- Window frames and sash, all glass surfaces including skylights, breakage and cleaning.
- Screens, storm doors and entry doors except external painting.
- Damage to and spalling of concrete walks and porches.
- Central heating and air conditioning equipment (interior and exterior), ductwork and piping.
- Electrical wiring, panels, devices and fixtures.
- Exterior light fixtures (must be same as original), including bulbs.
- Plumbing (piping and fixtures) and unblocking of sewer laterals (if not due to leakage or structural failure).
- All variance approved exterior improvements including, but not limited to, patios, landscaping, awnings, electrical fixtures, storm doors and decking.
- Maintenance, repair and replacement of synthetic railings, privacy fences and deck surfaces.
- Homeowners insurance on contents, any upgrades or improvements after the initial purchase and personal liability.
- Extermination of interior/exterior pests, including ants, bees, other insects, rodents or chipmunks, that are not causing damage to, nor are a threat to cause damage to Association buildings, and are not a danger to Association maintenance personnel.
- Any damage to Association Property (trees, mailboxes, mailbox posts, hydrants, utility pedestals, structures) caused directly by Homeowners or Homeowners' guests.
- Snow removal from concrete walks, porches and decks.
- Cost of water, gas and electric consumed.
- Payment of all assessments plus late fees on overdue monthly and special Association charges.
- Removal of snow from roofs.

**7. Party Walls**

*(Article VIII, Sections 8.01, 8.02, 8.03)*

- The party wall is any connection point between two adjacent Townhomes which was built as part of the original construction of the Townhomes.
- Owners are responsible for the ordinary maintenance and repair of their respective side of a party wall.
- A Homeowner who, by negligent or willful act, causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by such elements.
- Incidents including, but not limited to water leaks, smoke/fire or gas leaks that may have a negative impact on an adjacent neighbor's Townhome or comfort should be reported immediately to the Property Manager, and if possible, directly to the neighbor.

**8. Interior Modifications**

- All work with respect to the interior of any unit shall be done during the hours of 8:00AM to 5:00PM Monday through Friday so as not to disturb the quiet use and enjoyment of other Owners.
- No structural changes are to be made to any Townhome without Board approval.
- All building codes are to be followed, including obtaining any necessary permits at Owner expense.

**9. Outside Appearance**

- Any proposed permanent change to the appearance of the outside of a Townhome must be submitted to the Property Manager for action, on a "variance form" obtained from the Property Manager. See Exterior Modifications below for additional details.
- Any issues with exterior maintenance must be submitted in writing (email acceptable) to the Property Manager.

**10. Exterior Modifications**

*(Article VII, Section 7.03)*

- No exterior addition, modification or alteration can be made to the Property without the written approval of the Architectural Committee.
- All requests for siding, decks, patios, plantings, windows, doors, etc., must be submitted in writing to the Property Manager, on a variance form and must include written plans and specifications/colors.

- Any modification made without prior approval of the Architectural Committee will be subject to removal by the Association at the Homeowner's expense.

**11. Insured Contractors**

- All contractors on Association Property must be properly insured.
- Contractors must provide the Association and Property Manager with a certificate of insurance naming Arbor Creek Association and the Property Manager as additional insured on Liability and Worker's Compensation Insurance held by such contractor.

**12. Storm Doors**

- A variance is required prior to the installation of any storm door. All new or replacement storm door installations shall be white.

**13. Landscaping**

*(Article X, Section 10.10, 10.11)*

- No trees, shrubs or other plantings may be removed or planted by a Homeowner without Architectural Committee approval.
- Homeowners are not permitted to apply any materials to trees and shrubs that are maintained by the Association.
- A variance is required for planting of all annuals, perennials, trees, shrubs or other in-ground plantings in any edged and stoned planting beds.
- Any such plantings, if approved, must be maintained by the Homeowner at the same level of quality as that of the Association plantings.
- Maintained portable, potted plantings are permitted in Association installed planting beds between April 1 and October 31.
- No artificial flowers or plants are permitted.
- Planting vegetables, except in flowerpots, is not permitted.
- Plantings in the rear of the Homeowner's townhouse that have died can be replaced, without seeking approval, with any other plant of similar type, size and shape (at maturity).
- Slope Control Areas are locations designated as erosion control areas. No modification of any sort is allowed within a slope control area. Any ground cover material installed in the slope control areas may not be removed, cut or maintained in any way by the Homeowner.

**14. Lawns**

*(Article VI, Section 6.01)*

- All aspects of lawn maintenance are the responsibility of the Association.
- Homeowners are not permitted to apply any materials other than grass seed to the lawn areas without an approved variance. Details regarding the seed mix may be obtained from the Property Manager.
- Impediments to lawn maintenance such as, but not limited to, lawn ornaments, bird feeders, birdbaths, shrines, other permanent or semi-permanent structures are not permitted in any lawn area of the Property.
- Lawn ornaments, bird feeders, birdbaths, shrines, other permanent or semi-permanent structures are not permitted on any Unmaintained Association Property without a variance from the Architectural Committee.
- Additional trees, shrubs and planting beds in existing lawn areas are not permitted without an approved variance from the Architectural Committee.
- Permanently installed lawn irrigation systems are allowed, with an approved variance.

**15. Bird Feeders, Bird Houses, Wild Animals**

- Deck mounted bird feeders are not permitted, with the exception of hummingbird feeders.
- No bird seed feeders or bird houses are permitted in regularly maintained areas of the Property.
- Feeding wild animals, including, but not limited to ducks, geese and deer, is prohibited anywhere on the Property.

**16. Decks, Patios, Porches and Hot Tubs**

*(Article VI, Page 78, Section 6.01)*

- The Association is responsible for the staining of the deck surrounds.
- The Homeowner is responsible for the maintenance of the synthetic decking, but staining or painting of the synthetic deck or railing is not permitted.
- Washing/cleaning of deck and railings is recommended yearly.
- The Homeowner is responsible for the maintenance, repair and replacement of railings and privacy fences.



- The Homeowner is responsible for the repair, replacement and maintenance of concrete porch surfaces and walkways. If concrete must be replaced, it must be the same as original, in all respects.
- Permanent or semi-permanent covering of porch, patio or deck floor surfaces is not permitted (e.g., tacking or gluing indoor/outdoor carpet). Door mats and area rugs are allowed.
- Decks should be used for seasonal furniture only, not for storage.
- An approved variance from the Architectural Committee is required for all patios that were not part of the original build.
- Maintenance of all aspects of a patio is solely the Homeowner's responsibility. Maintenance by the Homeowner must be in keeping with the quality level of the Association property maintenance.
- The Homeowner is responsible for the repair of any of the installed elements that are defaced or damaged in any way due to a Homeowner's personal attachments or decorations.
- Hot tubs are not permitted.

## **17. Lighting**

- Installation of permanent or semi-permanent façade spot or flood lighting and garden or path lighting requires an approved variance from the Architectural Committee.
- Installation of additional exterior lighting for security or other illumination purposes, beyond that provided originally by Pride Mark, requires an approved variance from the Architectural Committee.
- Lights on deck railings or fences are not permitted, except holiday decorations.

## **18. Signs**

*(Article X Section 10.01)*

- Other than a professional shingle affixed to the dwelling that is approved by the Architectural Committee, no sign or other advertising device of any nature shall be placed for display to the public view on any part of the Property, including but not limited to temporary signs advertising Townhome or items for sale or rent, except with the consent of the Architectural Committee.
- One (1) Realtor sign is generally allowed with Architectural Committee approval on the front lawn only. An open house sign may be attached to the sign on the day of the open house. Realtor signs shall not exceed 24" wide by 36" long, mounted on a 40" high stand,

and shall not be erected on a post that is inserted in the Property's ground or soil. Driven posts and stake signs are acceptable. The "for sale" sign must be placed approximately midway between the curb and front of the Townhome and removed upon receipt of an accepted offer (Sale Pending).

- Signs indicating that a Townhome is protected by a security system must be limited to one (1) sign at each entrance to the Townhome and small signs posted on the inside of individual homes.
- No other signs are permitted without the Board's written approval.

## **19. Decorations**

- A variance must be obtained for the installation of decorations, such as statues, windmills etc. that may interfere with foundation planting maintenance and/or snow removal.
- Holiday decorations may be displayed up to four (4) weeks prior to, and two (2) weeks after the observance of the holiday.
- Decorations cannot be installed using nails, screws or other devices requiring penetration of the wood or siding.

## **20. American Flag**

- The American flag is the only flag that may be displayed.
- The American flag may be displayed between the hours of sunrise to sunset, unless properly lighted.
- The flag shall not be larger than 30" x 48".
- The flag shall be mounted on the vertical trim board alongside of the garage overhead door.
- The flag must not be displayed if it is tattered or faded.
- The flag shall be mounted and flown at all times according to proper protocol for the flag of the United States of America.

## **21. Pets**

*(Article X Section 10.02)*

- The Town of Webster ordinances regarding all animals shall govern all Arbor Creek property.
- Homeowners may have two (2) dogs or two (2) indoor cats (or one of each), fish kept in an aquarium or birds kept in a cage. Outdoor cats are not allowed.
- Dogs are limited in size to a total of 60 pounds (one dog up to 60 pounds or two dogs which together total not more than 60 pounds).

## Arbor Creek Association Policy Manual

- No other animals, birds, reptiles or insects shall be kept or maintained on Association Property, except with consent of the Board.
- The Board, may, from time to time, impose reasonable rules and regulations setting forth the type and number of pets allowed and may prohibit certain types of pets entirely.
- The Board shall have the right at its sole discretion to require any Member of the Association, any tenant of any Member or any family member or guest of any Member or tenant to remove any animal, bird or insect from Association Property.
- No dog or cat shall be kept or left unattended on the grounds, in the garages, patios or decks at any time, whether or not chained, caged or tethered.
- No pet waste shall be left anywhere on the grounds. Pet waste must be removed immediately as it attracts rodents, insects, and causes landscape maintenance problems.
- If a Member is found to be in violation of these Rules and Regulations, the Association or its Property Manager or their employees may contact any local municipal authority with power to impound animals without any liability on the part of the Association, its directors, agents or employees.

### **22. Parking**

- It is important that all Homeowners use common courtesy when parking vehicles.
- Homeowners parking will be limited to the Owners' private driveway and garage.
- Overnight or long-term guests should park in the Homeowner's driveway.
- Overnight parking at the Community Center must be approved in advance through the Property Manager.
- There is to be no parking on lawn areas, and no vehicle should block any driveway, or mailbox access.
- Parking violations are subject to fines and towing at Owner's expense.

**23. Vehicles With Business Markings, Labels or Decals or Oversized**  
*(Article X Section 10.16)*

- Unless used in connection with the maintenance of the Property, the following shall not be permitted to remain overnight on the Property for more than 72 hours within any month:
  - a. Any vehicle which cannot fit into a garage with the overhead garage door closed;
  - b. Commercial vehicles of a weight of two (2) tons or more, unless garaged
  - c. Any vehicle or trailer with business markings, labels or decal imprinted on or attached to the body of the vehicle. Exceptions may be made in case of an emergency or national holiday.
- Pick-up trucks without commercial lettering or equipment, or other oversize vehicles that cannot access the standard garage requires a variance to be left parked in a driveway.

**24. Boats, Trailers, Recreational Vehicles**  
*(Article X, Section 10.14)*

- No boat, recreational vehicle, camper, truck or trailer may be parked outside for more than 72 consecutive hours per month.

**25. Snowmobiles And Similar Motor Vehicles**  
*(Article X, Section 10.12)*

- Snowmobiles and similar motor vehicles, which includes mini-bikes, trail bikes, go-carts, four-wheel ATVs, golf carts, mopeds, etc., are prohibited from operating on Association Property except with consent of the Board, subject, however, to the Town of Webster Zoning Code and the Parks and Recreation Law of the State of New York.

**26. Unregistered/Unlicensed Motor Vehicles**  
*(Article X, Section 10.16.c)*

- Unregistered/unlicensed motor vehicles, which includes mini-bikes, trail bikes, go-carts, snowmobiles, four-wheel ATVs, golf carts, mopeds, etc., are prohibited from remaining on Association Property, overnight, for more than 72 hours per month, or they must be parked in a garage.
- Unlicensed motor vehicles violating these Rules and Regulations shall be towed at the Owner's expense.

**27. Outside Repair Work**

*(Article X, Section 10.15)*

- No work on any motor vehicle, boat or machine of any kind, other than minor servicing and maintenance, shall be permitted outdoors on Association Property without the written approval of the Board.

**28. Garage/Estate Sales**

- Each residence is allowed one individual garage sale or estate sale in preparation for moving which can last no longer than two (2) days.
- The sale can start no earlier than 8:00 a.m. and end no later than 5:00 p.m.
- All garage sales and estate sales must be approved by the Architectural Standards Committee at least two (2) weeks in advance of the sale.
- One community-wide, community-organized garage sale may be held per year, with approval of the Board.

**29. Garbage and Refuse Disposal**

*(Article X Section 10.04)*

- Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereafter as trash) may be kept, stored or allowed to accumulate outdoors on any Lot or other portion of the Property.
- Building materials as a result of demolition during approved improvements may be kept in covered containers or dumpsters (including roll-offs) without screening only with written approval of the Property Manager.
- Dumpsters, including roll-offs, used during demolition or construction of approved projects, shall be kept in the Homeowner's driveway for the least amount of time necessary, with approval of the Property Manager.
- Trash removal occurs on a specific day of the week. Approved containers should be placed at the end of the driveways no earlier than 4:00 p.m. the evening before the scheduled pickup and retrieved by 6:00 p.m. on the day of pickup.
- If the Homeowner will be away during this period, he or she should make arrangements to have someone place and retrieve the trash and recycle container during these time periods.

- To limit trash disposal costs and prevent nocturnal animals and adverse weather conditions from causing a mess, trash and recycle containers provided by the refuse contractor must be used.
- Trash and recycle containers must be stored inside the garage except during trash day pickup.
- If you expect to have large amounts or oversized items for collection, call the Property Manager in advance to arrange for the pickup. There may be a charge for certain items such as tires or for refrigerators and dehumidifiers due to the recycling of freon gas, which is the Homeowner's responsibility.
- No items shall be placed at the curb to be given away for free.
- All trash pickup complaints should be directed to the Property Manager.

### **30. Commercial and Professional Activity on Property**

*(Article X, Section 10.13)*

- No wholesale or retail business, service occupation or home business shall be conducted in or on any Lot or other portion of the Property without the consent of the Board.
- Board consent shall not be required for a legal home occupation that does not require any visitor or employee parking.

### **31. Garages**

- It is requested that garage doors be kept closed to deter unwanted rodents, animals or people and to maintain the exterior building aesthetics.
- Garages are provided solely for the purpose of housing the Homeowner's vehicle(s) and minor storage.
- The garage door may not be temporarily or permanently replaced with a screened drape or other device to render the garage area as a recreational or living space.
- Garages cannot be used for commercial purposes.
- Window treatments with white backing are required for all garage casement windows which face the road.
- Keypads for garage door openers are permitted and should be mounted on the door jamb.
- Replacement garage doors must be similar in color and design. An approved variance is required.

**32. Outside Antennae/Cable/Phone Service/Above Surface Utilities**  
(Article X, Sections 10.05, 10.09)

- No facilities, including without limitation, poles, antennas, dishes, or wires for the transmission of electricity, electronic or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained about the surface of the ground on any portion of the Property without prior written approval of the Board.
- No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting or receiving device shall be erected on any Lot or other portion of the Association Property, without the approval of the Architectural Committee. All approvals must satisfy the requirements of the Federal Communications Commission, and /or other agencies with jurisdictional authority.
- Cable TV, internet, telephone and satellite dish wires need to be buried a minimum of six (6) inches below ground, be concealed along the drip edge of siding secured to the building and follow corner boards vertically up/down the building face. No wires shall be strung vertically across the face of a building surface causing unsightly installations. The Landscape contractor will not be held responsible for cutting any unsecured wiring.
- Satellite Dish Guidelines:
  - a) No more than (1) dish per unit.
  - b) The variance for this type of antenna will require the exact location and method of attachment. Sketches shall be provided. See Appendix C for approved satellite antenna locations.
  - c) Contractor needs to verify reception at this location before submission of variance.
  - d) All variance requests will be responded to within 30 days.
  - e) The cable shall wherever possible be concealed within the building.
  - f) The dish color shall be as unobtrusive as possible and as close in color to the building as possible.
  - g) Installer shall properly ground any external portion of antenna.
  - h) Property Owner shall be responsible for any damage to the structure or common areas.
  - i) Lightning strikes or wind damage to the antenna shall be the Owner's responsibility.

- j) Any and all repairs to the antenna, mounting, or building including roof leaks is the Owner's responsibility.
- k) If the antenna is installed on Association Property and requires removal for any maintenance reason, the Owner has the responsibility for removal and reinstallation of the antenna. If the Owner does not remove the antenna the association may do so at the Owner's expense. The Association will not be liable for any damage to the antenna caused by removal or replacement.
- l) Owner shall be responsible to have any new purchaser accept the responsibility of the dish antenna per the approved variance or the antenna shall be removed and the building restored to original condition at Owners' expense prior to transfer of title.

**33. Outside Drying**

*(Article X, Section 10.17)*

- No outside drying or airing of clothing or bedding shall be permitted on Association Property, unless authorized by the Board

**34. Noxious or Offensive Activities**

*(Article X, Section 10.06)*

- No noxious or offensive activity shall be carried out upon any portion of the Association Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof.
- The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances shall be controlled so as not to be detrimental to or endanger the public health, safety, comfort or welfare, or be injurious to the Property, vegetation, or animals, adversely affect property values or otherwise produce nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinance or code.

**35. Gas Grills, Fires and Open Flames**

- Repair of damage caused to building elements due to heat and fire from grills and torches shall be repaired by the Association at the Homeowner's expense. (Specifically, care should be taken in



protecting the vinyl siding as it is particularly susceptible to heat damage.)

- Grilling is not permitted in the garage or on the front porch.
- If grilling is done on the driveway, the grill should be moved to its storage space as soon as the grill has cooled off.
- Propane tanks and gas grills should never be stored inside basements.
- No wood fires are allowed on the Property.

**36. Fences/Privacy Screening**

*(Article X, Section 10.03)*

- Screen plantings, fence enclosures or walls initially installed on a Lot or other portion of the Property and not maintained by the Association, shall be maintained by the Homeowner and shall not be removed or replaced with other than a similar type planting, fence or wall except with an approved variance from the Architectural Standards Committee.
- Except for the foregoing, no fence (including invisible fence), wall or planting of any kind shall be planted, installed or erected upon any Lot or other portion of the Property except with an approved variance from the Architectural Standards Committee.
- No fence, wall or screen planting shall be maintained so as to obstruct sight lines for vehicle traffic.
- Chain link fences are not permitted.

**37. Window Air Conditioners and Fans**

- The installation of window air conditioning units and fans is prohibited.

**38. Dwelling In Other Than Residential Units**

*(Article X, Section 10.08)*

- No temporary building trailer, basement, tent, shack, barn, outbuilding, shed, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot or other portion of the Property, except with the consent of the Board.

**39. Insurance Obtained by Townhome Owners**

*(Article IX, Section 9.03)*

- All insurance policies obtained by Townhome Owners must contain waivers of subrogation.
- Additionally, the liability of carriers issuing insurance procured by the Board must not be affected or diminished by reason of any insurance obtained by a Townhome Owner.
- Questions should be directed to the Property Manager and/or your insurance agent.

**40. Rental/Lease of Homes**

- A Homeowner may only lease his/her Townhome to a tenant pursuant to a written lease on a single occasion during any consecutive twelve (12) month period beginning on the date of commencement of the lease term for that tenant's sole use and occupancy during such twelve (12) month period.
- No lease term may be for less than six (6) months.
- The lease of the Townhome to any person, corporation, limited liability company, partnership or other business entity or its representatives, agents, successors or assigns to provide temporary housing for transient employees, students or other tenants in possession and resident in the Townhome must comply with these policies.
- Subleasing is not permitted without approval of the Board.
- The Homeowner shall provide the Board and Property Manager with a copy of the lease at least five (5) days in advance of the commencement of the lease period as well as the full name, address, and telephone number of each and every tenant.
- The Homeowner shall also provide the Board and Property Manager with a current address and emergency telephone number where the Homeowner can be reached.
- All leases must be in writing and must comply with the provisions of the Declaration regarding single family occupancy.
- All tenants or occupants under a lease must comply with all provisions of the Declaration, By-Laws and Association policies as adopted by the Board and amended from time to time.
- The Homeowner of the leased home shall be held responsible for any and all infractions of such policies by a tenant or other occupant.

- Any lease entered into for rental of a Townhome must contain a clause pursuant to which the tenant acknowledges that he/she has received a copy of the currently published policies of the Association.
- Any lease of a Townhome shall also specifically provide that any violation of any provision of the Declaration, the By-Laws or the policies shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.
- In the event a tenant violates any provision of the Declaration, By-Laws or policies of the Association, the Board or its agent(s) will notify the Homeowner of such violation and the Homeowner will be responsible for remedying any continuing violation immediately.
- If the violation is not remedied within ten (10) days or if the Board determines that the violation is of such nature as to justify termination of the lease, then the Board shall notify the Homeowner to immediately institute and diligently pursue, at the Homeowner's expense, an action in an appropriate court to remove the tenant from the Townhome based upon a breach of the lease and/or for violation of the Declaration, the By-Laws and the policies of the Association.
- Notwithstanding any provision of any lease to the contrary, the Homeowner shall remain fully liable for payment of any assessment, insurance deductible or any other fines, charges or fees which are the responsibility of the Homeowner under the Declaration, the By-Laws and the policies of the Association.

#### **41. Clubhouse and Fitness Center**

##### **1. General**

- The Clubhouse is a non-smoking facility.
- Offensive behavior, running, horse play and loud noise (including loud music) are prohibited.
- No pets are allowed in the Clubhouse or Fitness Center unless the animal is a service animal.
- Each Owner will be issued a maximum of two (2) key fobs. Clubhouse key fobs must not be duplicated or loaned to anyone other than a guest staying with an Owner.
- The Clubhouse is equipped with an alarm system. You must use your key fob to access the Clubhouse. Any issues with the alarm system should be reported to the Property Manager immediately.

## Arbor Creek Association Policy Manual

- All Owners are required to have a valid key fob, in their possession and may be required to furnish ID to validate Arbor Creek HOA membership.
- Notify the Property Manager immediately if you have lost your assigned key fob.
- Bicycles, skateboards, scooters, roller skates, roller blades, etc. are not permitted in the Clubhouse or Fitness Center at any time.
- No wax candles are allowed in the facility.
- The Clubhouse parking lot is for the sole purpose of Owners and their guests who are using the Clubhouse. Any temporary use of the parking lot due to home maintenance must be approved by the Property Manager.

### **2. Clubhouse**

- The Clubhouse is available to Owners twenty-four (24) hours a day, seven days a week, unless it is reserved for a special occasion.
- Anyone under the age of eighteen (18) must be accompanied by an adult when in the Clubhouse.
- The Clubhouse may be reserved for private functions by Members of Arbor Creek Homeowners Association subject to the following:
  - The Clubhouse has a maximum capacity of sixty (60), no exceptions.
  - A usage fee and security deposit are required for reservation of the Clubhouse (Please make checks payable to: Arbor Creek HOA – mail check and signed reservation form to Property Manager).
  - Reservations for national holidays must be approved by the Clubhouse Committee.
  - The length of time for the rental should be specified on the request and must be approved by the Property Manager. Remember to include setup and cleanup time.
  - All private Clubhouse reservations will be recorded on the Arbor Creek calendar by the Property Manager.
  - Reservations made on national holidays will not be refunded if cancelled within 30 days of the event.
  - In the event alcohol is served, Owner assumes liability for all guests. It is the Owner's responsibility to ensure all guests drink responsibly.

## Arbor Creek Association Policy Manual

- The renter must leave the facility clean, sweep/vacuum floors & wipe counters.
- All trash (kitchen and bathrooms), and all personal items must be removed at the end of the event.
- Do not leave food in the refrigerator or pantry.
- Do not store your unused paper goods in the pantry.
- All furniture must be returned to its original location immediately following your event.
- No vehicles can be parked on the grass at any time.
- Use of the Clubhouse for community sponsored clubs or activities takes priority over private events and do not require the payment of a usage fee. The same cleaning and trash rules above apply.
- Anyone using the Clubhouse for activities other than a community sponsored club or activity or an approved private event may be asked to leave if their presence interferes with one of the aforementioned activities.

### **3. Fitness Center**

- A waiver must be signed by all homeowners prior to the use of any equipment in the Fitness Center. Such signed waiver will apply to all family members, guests and renters.
- The Fitness Center is available twenty-four (24) hours a day, seven days a week
- Users are requested to be respectful when using the Fitness Center during private events at the club house, keep noise levels down and don't go into the main clubhouse area.
- All users must wipe off equipment, machines, benches, etc. after each use. Sanitizing wipes are provided in the Fitness Center for your convenience. Users are expected to comply with this rule as a courtesy to others.
- Use of the equipment is at the user's own risk and those with medical problems should consult a physician prior to using any of the equipment.
- Before using the equipment or any machine, users must familiarize themselves with proper use.
- Users should report any malfunction or dangerous condition of the exercise equipment to the Property Manager.
- Do not drop weights on the floor. Weights must be returned to their respective racks after use. Leaving weights on the

equipment is inconsiderate of the next user who may not be able to handle some of the heavier weights.

- There is no smoking or food or beverages permitted within the exercise room other than non-glass capped water bottles.
- Anyone under the age of eighteen (18) is prohibited from using any of the exercise equipment unless accompanied by an adult. Adult assumes all liability for injury to any minor in their care.
- Absolutely no equipment, weights, bars, etc. shall be removed from the exercise room for any reason.

#### **4. Fines for Violations**

- Violation of clubhouse or Fitness Center rules may result in a two-week suspension of privileges and fines in accordance with Compliance below.
- Any damages caused by an Owner or their guest will be billed directly to the Owner in addition to any penalties that may apply.

#### **42. Assessments, Fines and Late Fees**

*(Article V, Sections 5.01, 5.08)*

- Assessments, if any, will be included in the Homeowner's monthly account and will be due and payable when notified.
- Fines, if any, will be charged to the Homeowner's account monthly, (see Compliance below).
- In accordance with the Declaration, any assessment or payment due the Association and received later than ten (10) days from the due date shall have a late fee of ten (10) percent of the amount due added to their account balance.
- After thirty (30) days of non-payment, interest will also accrue on the outstanding balance at the rate of ten (10) percent per annum.
- Costs of collections such as, but not limited to, attorney's fees, lien filings, court costs are added to the Homeowner's account.

#### **43. Compliance**

- The Board has responsibility for overseeing compliance with the policies contained in this document or as otherwise established. In the event of non-compliance, the Property Manager is directed by the Board of Directors to confirm the violation, discuss the violation with the Homeowner and then advise the Homeowner by letter. The

letter details the specific violation and specifies a time for corrective action.

- **First notice of violation:**

The Homeowner will be notified in writing and requested to correct the violation immediately or depending on the violation, within ten (10) days.

- **Second notice of violation:**

If the problem is not rectified, a \$50.00 fine will be levied against the Homeowner's account. In addition, the Board or its agent, the Property Manager, may act immediately to correct the violation and assess additional charges against the Homeowner's account for the cost of labor, materials and supervisory fees plus 20% to remedy the situation.

- **Third notice of violation:**

If the Homeowner takes no action to correct the violation, a certified letter will be sent to the Homeowner's last known address (Homeowners are responsible to keep the Board and Property Manager informed of their legal address) with notification that an additional daily fine of \$50.00 will be assessed until the violation is completely corrected or eliminated.

- **Additional legal remedies**

In the event that any fine and/or fees levied under this published and approved schedule of Policies is not paid in a timely manner, then the Board or the Property Manager will take legal action to enforce the policy and collect fines, and/or fees due the Association. All unpaid fines and/or fees, expenses incurred including, but not limited to, legal or other professional fees shall be and shall constitute a lien on the Homeowner's Townhome in the same manner that an unpaid common charge constitutes a lien as set forth in the Arbor Creek Association Declaration. The Board or Property Manager shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the policies such as non-payment of common charges.

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## **APPENDIX A - VARIANCE PROCESS**

Wherever approval, consent or permission is required, approval will only be granted by submitting an Arbor Creek Association Variance Request Form to the Association's Property Manager (PM). The Variance Request Form can be obtained from the Property Manager upon request.

The completed Variance Request Form should include the following attachments:

- A description of the proposed change.
- A drawing of the proposed changes, including dimensions and specifications.
- A copy of your Lot survey map that was given to you when you closed on your Townhome. If you are requesting a variance for an approved item or other approved architectural standard (Appendix C), a copy of your Lot map is not required.
- A copy of product information should be included.
- Contractor's name and address.
- Updated certificate of insurance on file with Property Manager.

The completed form and attachments should be sent to the Property Manager. Documents will not be returned. A copy will be retained by the Property Manager as well as the Architectural Standards Committee (ASC).

When and if approved, Homeowners will be sent, and should retain their signed copy with any approval conditions and store them in a safe place. When a Townhome is sold, the buyer must agree to the terms of any approved variances granted for the property.

The Architectural Standards Committee will review each request and will seek recommendations from the Board of Directors where appropriate. A decision will be rendered, in writing, within 45 days of submission of a properly documented variance request. If this timeframe does not meet the requirements of the Homeowner, it should be so noted on the variance request.

If the applicant does not receive notice of approval or disapproval within 45 days, the applicant may notify the Property Manager by certified mail, return receipt requested.

## Arbor Creek Association Policy Manual

The variance request will be deemed approved not later than the later of 15 days from receipt of such notice, if such notice is given, or 70 days after the receipt of a properly documented variance request by the Property Manager.

It is the responsibility of the Homeowner to inquire and obtain any necessary building permits from the Town of Webster.

### Variance Process Timeline:

<b>Day</b>	<b>Action</b>
0	Properly documented variance request received by PM
45	Typically, a decision is made by this time
46 - 69	Applicant may notify PM that variance request has not been approved
70 - 84	Variance request is automatically approved*

\*Automatic approval occurs 70 days from PM receipt of the properly documented variance request *OR* 15 days from PM receipt of notice from applicant after initial 45-day window expires, whichever is later.

## **APPENDIX B - APPROVED ARCHITECTURAL STANDARDS**

### **A. Storm Doors**

#### **1. Full View Door**

- The door must be white and “full view” (no horizontal bars in the center).
- Hardware color at the Homeowner’s option.
- Full View doors are manufactured by Larson, Andersen, Pella and others and are available at 84 Lumber, Lowe’s, Home Depot and other home centers.

#### **2. Self-storing Door**

- A self-storing door contains a screen that rolls down from the top to the mid-way point of the door. The screen is stored at the top of the door when not in use.
- The door must be white and “full view” (on self -storing doors there will be a horizontal bar at the mid-way point of the door).
- Self-storing doors are manufactured by Larson, Andersen, Pella and others and are available at 84 Lumber, Lowe’s, Home Depot and other home centers.

### **B. Satellite Dish Locations**

#### **1. Approved Satellite Antenna Locations**

- The deck area is the primary desired location.
- The height of the dish should not exceed the height of the privacy fencing.
- If the deck is not desirable for reception, then the rear roof location is preferred.
- If rooftop location is necessary and best reception requires the dish to face the front of the Townhome, the antenna shall be mounted on the rear slope of the roof with just the dish facing out over the rooftop peak (if required), for maximum concealment.
  - If roof mounted, proper sealant between the dish and shingles is required.
  - Homeowners are responsible for any roof leaks and interior damage from perforations due to antenna mounting, cable connectors or cable tie-downs.

## Arbor Creek Association Policy Manual

- Cable on roofs need to be secure and follow the drip edge or inside flashing areas for best concealment even if more cable is required.

### **2. Prohibited Satellite Antenna Locations**

- No antenna shall be mounted on the siding, soffit, or trim.
- No antenna shall be mounted in shrub bed areas or lawns.
- No antenna will be permitted in any common areas.

**APPENDIX C – RESPONSIBILITY MATRIX**

Please note that this is not an exhaustive list, but intended to cover the most likely questions of responsibility.

Item	Association	Homeowner
<b>Windows</b>		
Glass (Including Thermal Panes)		X
Window Frames, Sashes & Sills		X
Screens		X
Skylights		X
<b>Doors</b>		
Exterior Painting (excluding Garage Door)	X	
Exterior Painting Trim	X	
Structural/Replacement/Maintenance		X
Storm Doors		X
<b>Concrete Floors and Sidewalks</b>		
Garage		X
Basement		X
Concrete Sidewalks to steps or stoop		X
Porches and Stoops		X
<b>Walls</b>		
Exterior Siding & Trim	X	
Exterior brickwork (stone veneer)	X	
Party Walls		X
<b>Plumbing, Heating and Cooling</b>		
Interior Plumbing		X
Exterior Plumbing	X	
Heating & Cooling Systems (interior and exterior)		X
<b>Front Porch and Steps</b>		
Structural - maintain, repair, replace		X
Snow Removal		X
<b>Exterior Lighting</b>		
Fixtures		X
Bulbs		X
<b>Sewers</b>		
Internal		X
Sewer lateral clogs		X

## Arbor Creek Association Policy Manual

<b>Item</b>	<b>Association</b>	<b>Homeowner</b>
External	X	
<b>Rainwater/Snow Melt</b>		
Gutters	X	
Downspouts	X	
Grading of Soil	X	
<b>Decks/Rear Patios/Fences</b>		
Staining/Painting of non-synthetic surfaces	X	
Synthetic decking & fencing		X
Railings		X
<b>Roof</b>		
Shingles	X	
Soffits	X	
Roof Vents	X	
Snow removal		X
<b>Common Area Maintenance</b>		
Grass	X	
Trees, Shrubs (builder or Association installed)	X	
Driveways	X	
Mailboxes	X	
Retaining Walls (builder or Association installed)	X	
<b>Services and Infrastructure</b>		
Electric – Exterior to meter	RG&E	
Electric – Meter to interior		X
Interior Panels, Wiring, Devices, Fixtures		X
Street & Monument Lighting	X	
Refuse & Recycling	X	
Snow Removal – driveways, Clubhouse parking lot	X	
Snow Removal – sidewalks, porches, stoops, decks		X
Pest Control – no potential damage to buildings		X
Pest Control – if potential damage to buildings	X	
<b>Insurance</b>		
Structure and Common Area Fire	X	
Common Area Liability	X	
Personal Contents		X
Personal Liability		X
Homeowner Upgrades and Improvements		X

