

SUNFLOWER LANDING CONDOMINIUM A

RULES & REGULATIONS

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Sunflower Landing Board of Managers
February 11, 2026

DATE	REASON FOR UPDATE	AUTHOR	REV
FEBRUARY 11, 2026	CREATION OF DOCUMENT TO CONSOLIDATE RULES & REGS FOUND IN DECLARATION	KATHLEEN L. MYERS, HOA VICE-PRESIDENT	ORIGINAL

APPLICABILITY

All Unit Owners, Tenants and Occupants are subject to Condominium Documents which run with the land. All present or future Unit Owners, tenants, occupants, or any other person that might use the Units or the facilities of the Property in any manner, are subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into of occupancy of any Unit shall signify that the provisions of this Declaration and the By-Laws and the Rules and Regulations are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Units, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

OBLIGATIONS, RESPONSIBILITIES, COVENANTS AND RESTRICTIONS (ORCR's)

Units to be Properly Maintained

Unit Owners shall maintain their Units in good repair and overall appearance. It is the owner's responsibility to:

- a. repair or replace window panes
- b. maintain, repair or replace doors; maintain, repair or replace garage doors, garage door hardware, tracks or openers
- c. maintain, repair or replace foundation walls
- d. maintain, repair or replace decks or patios attached or adjacent to the Unit
- e. repair, clean or unclog water or sewer laterals servicing their Unit

Exterior Alterations to Units Require Approval of Board of Managers

No exterior alterations shall be made to a Unit or Building without the written approval of the Board of Managers, obtained as provided in Sections 7.04 through 7.08 of the Declaration.

Submission of Plans to Board of Managers Approval

Any addition, alteration or improvement to the Units or Common Elements proposed by a Unit Owner shall require that a plan or plans therefor, in such form as the Board of Managers may require, be submitted to, reviewed and approved by the Board of Managers. The Board of Managers may charge and collect a reasonable fee for the examination of plans submitted for approval, including any fees which may be charged by architects, engineers or attorneys retained by the Board of Managers in connection with the review of such plans.

Other Improvements

With respect to the other improvements on the Property, the owner is responsible for the maintenance, repair and replacement of concrete patios or any decks attached or adjacent to the Units.

The Unit Owners shall be responsible for maintenance, repair and replacement of windows, doors, garage doors, pole lights, pole lamps, hose bibs, doorbells, screens, storm doors, air conditioner pads and generator pads associated with their respective Unit.

No pool, building (other than the Buildings/Units), trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course construction (other than the Buildings/Units), or other structure shall be constructed or placed on any portion of the Property, except as specifically permitted by the declaration or with the consent of the Board of Managers.

Restrictions on Use of Units and Common Elements

In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be in accordance with the following:

- a. Occupancy shall be limited to residential purposes only and subject to such limitations as set forth in the Declaration (See Article XII).
- b. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and capable and which are incident to the use and occupancy of the Units.
- c. No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants, i.e., tenants occupying the premises under an initial lease term of less than one (1) year, may be accommodated therein, except for leases for Units owned by the Sponsor, which shall have no minimum terms
- d. No wholesale or retail business including any salon, studio, laboratory, home industry, or medical or dental office, shall be conducted in any Unit or other portion of the Property, except for the conducting of business by electronic devices. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

No Obstruction of Common Elements and Facilities

A Unit Owner shall not obstruct the Common Elements. The Common Elements and facilities shall be used only for those purposes for which they are reasonably suited and capable.

Unit Owner Responsible for Tenants

Any lease of a Unit shall be for a term of not less one (1) year, except for leases for Units owned by the Sponsor, which shall have no minimum term, and shall be in such format and on such lease form, if any, as supplied and approved from time to time by the Board of Managers. Any such lease shall provide for full compliance by the tenant with this Declaration and with the By-Laws and the Rules and Regulations.

Mortgages on Units

Any Unit Owner who mortgages such Unit Owner's Unit shall promptly provide the Board of Managers with the name and address of the mortgagee.

No Nuisances

No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.

No Immoral or Unlawful Use

No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

No Commercial and Professional Activity on Property

No wholesale or retail business, including any salon, studio, laboratory, home industry shall be conducted on the Property without the consent of the Board of Managers, except:

- a. by the Sponsor in conjunction with the initial construction, development, lease and sale of Units
- b. the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above; to the extent approved by the Village of Brockport.

Advertising and Signs

Except for signs erected by or with the permission of the Sponsor in connection with the initial development, lease, or sale of Units, no additional sign or other advertising device of any nature shall be placed for display to the public on any Unit or other portion of the Property (except for one temporary sign placed in building windows advertising the property for sale or rent) except with the consent of the Board of Managers.

Planting, Screening and Fences

It is the owner's responsibility to maintain shrubbery, flower beds, or other plantings installed by or at the direction of any Unit Owner or Unit occupant.

Any plantings, fence enclosures, or walls initially developed on a Lot or other portion of the Property shall not be removed or replaced with other than a similar type of planting, fence, or wall except with the permission of the Board of Managers. Except for the foregoing, no fence, wall, or planting, outside of the foundation of the home of any kind shall be planted, installed, or erected upon a lot or other portion of the Property unless approved by the Board of Managers. Notwithstanding the foregoing, no fence, wall, or planting shall be maintained so as to obstruct sight lines for vehicular traffic.

Garbage and Refuse Disposal

Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, wood piles, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours scheduled pick-up, at such place designated by the Board of Managers so as to provide access to persons making such pick-up.

The Board of Managers may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property. All facilities for the storage or disposal of trash shall be kept in a clean and sanitary condition.

Oversized, Commercial, or Unlicensed Vehicles

Unless used in connection with the construction or sale of Units by the Sponsor, or maintenance of the Property, or unless garaged or otherwise consented to by the Board of Managers, the following shall not be permitted to remain overnight on the Property:

- a. commercial vehicles of a weight of one and a half (1-1/2) tons or more
- b. unlicensed motor vehicles of any type
- c. recreational vehicle
- d. unlicensed motor vehicles of any type
- e. camper bodies
- f. boats or trailers

No Operation of Snowmobiles, Motorcycles, All Terrain Vehicles or Similar Motor Vehicles

The operation of snowmobiles, motorcycles, all-terrain vehicles or similar vehicles is prohibited within the Property unless authorized by the Board of Managers.

Outdoor Repair Work

With respect to a Unit or other portion of the Property, no extensive work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors on the Property, except with the consent of the Board of Managers.

No Rock Salt

Unit Owners shall not use rock salt to de-ice patios, walks or stoops.

Clotheslines

No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Managers.

Animals Including Birds and Insects

Except for either the two (2) dogs or two (2) cats or one (1) dog and one (1) cat owned by a Unit Owner, fish, or birds kept in a cage, no animals, birds or insects shall be kept in a Unit or other portion of the Property except with the consent of the Board of Managers which may, from time to time:

- a. impose reasonable rules and regulations setting forth the type and number of animals, birds and insects
- b. prohibit certain types of animals, birds or insects entirely.

Dogs may be allowed outdoors only when accompanied by a responsible person and leashed. All dogs must be leashed when on the Property.

Notwithstanding the forgoing, no animal weighing more than twenty (20) pounds shall be permitted in a Unit or on the Property.

The Board of Managers shall have the right to require any Unit Owner (or any tenant of any Unit Owner, or any family member or guest of any Unit Owner or tenant) to remove/dispose of any animal, bird or insect, if, in the opinion of the Board of Managers, acting in its sole discretion, such animal, bird or insect

is creating a nuisance because, e.g., the Unit Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled.

No Noxious or Offensive Activities

No noxious or offensive activity shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Unit Owners thereof. The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides, and other types of air pollution or radioactive emissions or electro-magnetic radiation disturbances, shall be controlled so as not to:

- a. be detrimental to or endanger the public health, safety, comfort or welfare
- b. be injurious to property, vegetation or animals
- c. adversely affect property values or otherwise produce a public nuisance or hazard
- d. violate any applicable zoning regulation or other governmental law, ordinance or code

No Television and Communication Antennas

No outside television, radio, "C.B." or other communication antenna shall be erected on any Unit or other portion of the Property except for (i) satellite dishes of such a size and in such a location as approved by the Board of Managers, or (ii) video antennas specifically permitted under the Telecommunications Act of 1996, 47 C.F.R. 1.4000, as amended from time to time.

Trees and Other Natural Features

No trees shall be removed from any portion of the Property except with the permission of the Board of Managers. The Board of Managers in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property.

No Parking on Private Road

No parking along any private roadway within the Property shall be permitted.

Lease of Entire Unit Only

A Unit Owner shall not lease any portion of a Unit (other than the entire Unit).

Initial Lease Term of Unit

No lease of a Unit shall be for an initial term of less than one (1) year. Any such lease shall provide for full compliance by the tenant with this Declaration and with the By-Laws and the Rules and Regulations.

REFERENCE DOCUMENT: DECLARATION DOCUMENT REV# 02-193693.2