Rosewood Villas Homeowners Association, Inc.

RULES & REGULATIONS – 11/2026

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Rosewood Villas Homeowners Association, Inc.

RULES and REGULATIONS

CLARIFICATION OF LIVING WITHIN AN ASSOCIATION COMMUNITY

When a home is purchased that is part of a community association, the new homeowner is automatically a member of the association and becomes responsible for following all of its rules and regulations. The primary purpose of having these community standards is to protect every homeowner and provide a common framework for neighbors.

As quoted by Michael Leess, esq. of Pheterson Spatorico, LLP (attorneys at law), to Rosewood Villas HOA, Inc., dated January 5, 2022:
"When a homeowner purchases real estate that is subject to an Association's oversight, the homeowner must accept the fact that certain rights and privileges they may have otherwise had about the manner in which they occupy and maintain their home have been delegated to the Association. Therefore, living within an Association community means that, in order to maintain a cohesive neighborhood appearance and feel (as established by the Association and its Board), and to keep property appearances tidy and property values high, homeowners must comply with the validly-instituted rules and regulations of the duly formed Board of the Association."

RESPONSIBILITIES

The HOA is responsible for the care and maintenance of all building exteriors (studs out) including roofs, roof venting, siding, trim, soffits, shutters, gutter systems, exterior foundation, and porches/railings. In addition, exterior care and maintenance of streetlights, roads, driveways, sidewalks, parking areas, lawns, berms, Association-owned plantings, bushes and trees (including all front gardens) and underground public sewers, wires, cables, and pipes up to the exterior foundation of the unit (except permanent generator installations). The HOA is also responsible for master policy insurance coverage, snow plowing, sidewalk shoveling and refuse pick-up.

The HOA is NOT responsible for management, installation, replacement or repairs to exterior doors (including garage door), windows, screens, related hardware, as well as devices, utilities or services on or attached to the dwelling exterior, having to do with water, electric, gas, fiber optics, or entertainment services, including but not limited to: faucets, outlets, lighting, roof ice melting systems, security devices, doorbells, intercoms, garage door access pads or door openers, air conditioners, furnaces, venting (including dryer vents), permanent home generators, meters, risers, hot water devices, entertainment services or cables (e.g. phone, TV, Wi-Fi connections). The HOA is also not responsible for sewers (from the exterior foundation to the unit interior) or anything on the inside of the dwelling, as well as any personal gardens, approved plantings (elsewhere on the property) or any personal outside décor of any type. The HOA is not responsible for deicing/salting any road, driveway or sidewalk surfaces. Damages caused by homeowners, their guests or contractors, etc., are the responsibility of the homeowner. The Rules and Regulations provide further details.

The Rules and Regulations provide further details.

DEFINITIONS

Alcove: Exterior inside corner where living room and sunroom meet.

"Anywhere on the property": Is a statement noted throughout these R&R and refers to anything out doors, including porches, around the unit or on the real property, including common property.

Assistant Property Manager (APM): Is the secondary hired person in charge of managing the HOA affairs, referred to as APM. See Property Manager. Also see Property Management Company.

Association: Also referred to as HOA, is the entity of the entire body of the community, managed by a duly elected Board of Directors.

Board: Same as HOA Board of Officers, Board of Directors, HOA Board, or HOA Officer.

Dec = Declaration,

Art = Article, Sec = Section: are references to the official Declaration of Covenants, Conditions, Easements and Restrictions.

Bylaws: Is the official governing document of the HOA which establishes how the business is to be managed, based on the direction of the Declaration. **(Dec Art II Sec 3a & Bylaws Art VI Sec A&B)**

Common Property: Exterior areas of the real estate in which the HOA, as an entity, owns and is responsible for, not including unit exteriors or driveways. See Driveways.

Crofton Perdue Associates, Inc.: The HOA property management company hired as of 01/01/2024

Declaration: Official Declaration of Covenants, Conditions, Easements and Restrictions is the main governing document defining how the HOA business must be managed. **(Dec Art II Sec 3a & Bylaws Art VI Sec)**

Driveways: Asphalt surfaces in front of each unit's garage to the street. Homeowners do not own them but have exclusive use of them.

Dwelling: Unit owner's home or unit, including the garage.

Forms: See FORMS for all approval requests or information sharing.

Fines: Re-enforceable financial penalties a homeowner pays for a violation or non-compliance of the R&R, Bylaws or Declaration of the Association for which they are legally responsible and held accountable.

HVAC: Heating, Ventilating, Air Conditioning, e.g., furnaces and air conditioners.

Property Management Company (PMC): A company hired by the HOA to be fiscally responsible for managing the HOA's property and its assets and assumes most of the responsibilities and duties of the Board on behalf of the Association.

Property Manager (PM): Is the primary hired person in charge of managing the HOA affairs, referred to as PM. See Assistant Property Manager. Also see Property Management Company.

R&R: The Rules and Regulations, created and reinforced by the Board which govern the day-to-day living in an HOA community, re-enforceable by fines, sanctions or other means as provided by the Declaration. **(Dec Art II Sec 3a & Bylaws Art VI Sec)**

"Reasonable Means": Is a statement noted throughout these R&R meaning that the Board or the PMC has the authority to define what "reasonable means" or reasonable standards are for the community in any given instance.

Studs Out: The exterior portion of the unit for which the HOA is responsible: includes roofing plywood (or same) attached to the trusses outward to roofing materials and plywood (or same) attached to the studs outward to the siding materials (vinyl)

Unit: Unit owner's dwelling or home, including the garage.

Website: www.CroftonInc.com The Rosewood Villas HOA password to access the "Homeowner Only Section" is RV14616 .

Written approval: Anywhere in these R&R where this term is noted means the homeowner must complete an appropriate form and obtain written approval prior to the pending action or request. All such actions are approved or denied by the Board via the PMC.

FORMS (Found on the PMC website) www.crofton-perdue.com

Emergency Contact form: A form the homeowner completes to provide the most current primary and secondary contact to reach in the event of an emergency. As part of the HOA Declaration homeowners MUST provide the most current information.

Maintenance Request form: A form a homeowner fills out to make a request for maintenance outside of their dwelling interior. If the homeowner needs a handyman for internal work, that is a separate request.

Permanent Generator Approval Request form: A form required by the HOA for homeowners to install permanent home generators must accompany a completed **Variance Request** form also.

QCC (Questions, Comments Concerns) form: A form for homeowners to site any questions, comments or concerns regarding anything to do with the HOA and related topics.

Reoccurring ACH/Direct Debit form: A form used by homeowners if they choose to have their monthly Assessment fee automatically withdrawn from their bank account.

Variance Request form: A document completed by a homeowner to request permission to do something outside of standard Rules and Regulations or to request building exterior changes, including such things as creating a private garden or obtaining a permanent generator. This form should be used anywhere within the R&R where the words, "written approval", are found.

APPENDIX list (Documents at end of R&R. (Also see www.CroftonInc.com)

Appendix A - Fine Schedule for Noncompliance with Rules and Regulations

Appendix B Variance Request form

Appendix C USPS Mail Delivery

DISCLAIMER

1. **These "Rules and Regulations" (R&R) were approved by the HOA Board on May 14, 2015 and supersede any and all previous versions of perceived rules, regulations or other lists of guidelines for Rosewood Villas Homeowners Association, Inc. Thereafter, the HOA Board updated some R&R in 2015, 2016, 2020, 2024, 2026.**

2. **The Homeowner should contact a Board officer or Crofton (our management company) at 585-248-3840 with any questions, concerns or special requests before taking any action that could impact a resident, guest, contracted employee or any property; if there are no provisions made in these "Rules & Regulations."**

3. **The "Declaration of Covenants, Conditions, Easements and Restrictions" is the primary binding and Governing document of this Association and takes precedent over these "Rules and Regulations" or "Bylaws" and the "Bylaws" take precedent over these "Rules and regulations" except where the law Allows or exclusions apply.**

RULES and REGULATIONS

I. **ADVERTISING and SIGNS:** (**Dec Art VIII Sec 2)**

A. Signs for home security systems may be posted in the front garden with approval by the HOA Board.

B. Decals inside unit windows and/or front door for fire & burglar alarm company support are allowed.

C. Temporary signs to advertise property "for sale" or "for rent" can be displayed within unit windows or doors.

II. ANIMALS: (**Dec Art VIII Sec 3)**

A. Dogs, cats and other domesticated animals are allowed but can weigh no more than 25lbs. when fully grown.

B**.** No more than two dogs or three cats are allowed per unit.

C. **Guest dogs** over 25 lbs. are allowed under the following conditions:

1. They may be on the property up to two (2) consecutive weeks.

D. **Dogs must be licensed** and both cats and dogs properly vaccinated (per local and NYS municipality laws and ordinances).

E. **Animals outdoors must be supervised** and contained on leads or leashes at all times.

F. **Animal excrement must be picked up** immediately and disposed of properly.

G. **Breeding or raising animals** for commercial purposes is prohibited.

H. **All exotic or farm animals are prohibited**.

I. **Dog houses, fences or pens**, bird baths, feeders or bird houses of any type, are prohibited anywhere on the property.

J. Food of any kind for all animals or birds anywhere out-of-doors is prohibited, including bread scraps.

K. Homeowners are ultimately responsible for all pets in their dwelling, including guest pets.

III. HOMEOWNER MONTHLY ASSOCIATION FEES (Annual Assessment)

A. **Homeowners are required to pay** the assessment fee in no more than 12 equal payments due on the first day of each month to **"Rosewood Villas Homeowners Association, Inc." in care of Crofton Perdue Associates, Inc."** and mailed to **Crofton-Perdue Assoc. Inc. 111 Marsh Rd. Pittsford, NY 14524** effective 1/1/2024. (Dec Art V Sec 3)

B. The fiscal calendar is from September 1 thru August 31. Payments made in advance must only apply to the current fiscal year.

C. Fee increases will be announced in writing to homeowners 45 days ahead of the fee change.

D. Monthly HOA Fees are due by the 1st (first) of each month. If the HOA fee is not received by the fifth (5th) day a late fee of $25.00 will be assessed to the homeowner.

IV. COMMERCIAL and PROFESSIONAL ACTIVITY (Dec Art VIII Sec 11)

A. **No wholesale or retail business**, including but not limited to any salon, studio, laboratory, home industry, vehicle service shop, medical or dental office shall be conducted in any unit or on any portion of the property.

V. CONSTRUCTION (**Dec Art VIII Sec 1, Dec Art X)**

A. Exterior construction of any kind to build, revise, add or change the building, its structure or framework is prohibited. This includes, but is not limited to porch railing alterations, transforming windows into doors or garage expansions.

B. Construction of patios, awnings, decks, sidewalks of any kind are prohibited; temporary OR permanent.

C. **Homeowners are responsible** for any repairs, damage or debris on the property caused or left by their guests or privately hired contractors. Further, private contractors:

1. …cannot use loud tools before 8 AM or after 11 PM.
2. …cannot work anywhere on the exterior of the unit, e.g. mix cement, use table saw, etc. (except for repair or installation of doors or windows) without written permission.
3. …must work within the confines of the unit.
4. …MUST clean-up and remove all debris from the property and leave the property in the condition they found it, upon project completion.
5. …CANNOT use HOA trash collection services to dispose of construction materials.

VI. DRIVEWAYS, GUEST PARKING and ROAD **(Dec Art II Sec 1, Art V Sec 2)**

A. **Homeowners have an easement** to, and exclusive use of their driveways but do not own them.

B. **Guest parking areas** and the road are Common Property. guest lots are on the East and West ends of the property and comfortably hold six (6) vehicles. The small South lot between Units 16-17 holds two (2) vehicles.

C. **The speed limit on Coran Circle is 10 MPH.**

D. **All parking laws of the Town of Greece Chapter 146-8 C, are enforceable**.

1. No parking within 15 feet of a fire hydrant.

E. **No Parking on LAWNS except**:

1. …when the road or driveways are being maintained or sealed. Instructions will be provided to Homeowners at that time.
2. …with written approval by the HOA Board.

F. Snow is plowed and sidewalks are shoveled when snow exceeds (3) three inches.

1. It is not the responsibility of the HOA to assure the road, driveways or sidewalks are street bare.
2. It is the homeowner's responsibility to let property management know if sidewalks and driveways are not passable, e.g., a wheelchair or gurney can't access the home.
3. Homeowners are responsible for de-icing their own sidewalks or driveways if they choose.
   a. Pet safe products are allowable to melt snow and ice on driveways, sidewalks or porches including magnesium or calcium chloride-based products. **Sodium chloride (rock salt) and other similar corrosive products are prohibited**.

VII. DWELLING **(Dec Art VIII Sec 1)**

A. Cables, Lines, Pipes, Vents or Wires (made of any material) Dec Art VI Sec 6

1. Subject items…
   a. …must enter the unit within the confines of the alcove or in the back of the unit ONLY (except established dryer vents).
   b. …must enter the unit directly at destination point, and must not hang, drag, drape, or run parallel along the siding or foundation line.
   c. …must never be attached or affixed to vinyl siding or trim (temporarily or permanently) by stapling, nailing, gluing or by any other means.
   d. …must be sealed, capped or sleeved properly to avoid building damage and rodent infiltration.
   e. …must not extend more than eight (8) inches from the building exterior (except dryer vents).

2. No venting is allowed alongside the garage or unit fronts without written approval.

3. Gas fireplaces, high efficiency furnaces, stoves, dryers, hot water tanks and other such devices must be vented properly by a licensed professional to prevent danger to people or property.

4. Sunroofs, roof windows, screening or additional roof venting (including bath and kitchen) of any kind is strictly prohibited.

5. Dryer vents should be repaired or replaced if they are damaged and vent lines cleaned by the homeowner regularly to avoid fires.

6. The homeowner is responsible for maintenance of all subject items and is responsible for building or property damage repairs resulting from neglect (intentional or unintentional) or error including those made by a non-HOA hire.

7. Subject items not currently meeting installation standards are grandfathered (unless posing a health or safety threat to property or people) until repair or replacement is necessary. At that time, installation must meet current R&R standards, noted above, and all related costs are at the homeowner's expense.

B. Décor (including flags and holiday decorations/lights)

1. Driveway planters are allowed but cannot obstruct the sidewalk.

2. Decorations, flags, planters or obstacles of any kind are not allowed on or over the sidewalk, driveway (except where elsewhere noted) or anywhere on the lawn, including holiday lights, blow-ups, stand-ups, solar lights, torches or any kind of staked décor or color wheel projectors or electrical wiring.

3. Decorations or carpets which cause tripping hazards or danger to property or people are prohibited.

4. Flag holders of any kind cannot be attached to any metal or vinyl siding or trim, and flags cannot hang anywhere over the sidewalk or garage or obstruct entry to the mailbox or the unit.

C. Doors (exterior), Doorbells, Intercoms & Windows

1. Doorbell/Intercoms

a. Only one working doorbell or intercom should be affixed to the home. Exceptions require written approval. Non-working doorbells or intercom systems should be removed and the surface area repaired at the homeowners' expense.

2. Front Door

a. The homeowner may choose any front entry door style, but all exterior trim and doors must be white in color. Homeowner must submit a Variance Request Form to Crofton for replacing, asking HOA approval.

3. Garage Door

a. All garage doors must be solid (no windows), and white in color.

b. Garage Door opener/access pad may be placed on the trim of the garage door ONLY; not on vinyl siding. It should be white or neutral in color.

c. Garage door roll-up screens are not allowed. Screens already installed are grandfathered. If existing screens are removed, the homeowner must repair or replace or repair damaged trim within thirty (30) days at your expense.

4. Windows

a. All windows are the responsibility of the homeowner. A Variance Request Form must be submitted to Crofton for replacing, asking for HOA approval.

b. New installations must be two-dimensional, e.g., double hung, single hung or sliders (no bays, bows or the like).

c. All windows and trim must be white in color.

d. Exterior trim must be similar in style to the existing trim, vinyl covered or of a permanent material that does not require paint or maintenance, (except porch exterior trim, which may be wood and painted with an exterior, white, semi-gloss paint and maintained by the homeowner).

e. Front windows (kitchen and front bedroom) must have grilles between the glass and show (6) six splits on top and (6) six on the bottom of each pane.

f. Half or full screens for any or all windows is allowed.

g. Basement block windows are permitted.

h. Basement construction; egress windows are not permitted.

i. Coverings which are not designed over window wells are not allowed. Appropriate plastic bubble tops correctly installed are allowed.

5. The homeowner is responsible for all repairs, replacements or painting requirements associated with doors (including garage doors), windows and all related insulation and trim.

6. Damage to unit exteriors resulting from faulty installation or neglect is the responsibility of the homeowner. (Dec Art VIII Sec 1)

D. General

1. No changes can be made to the dwelling exterior, including but not limited to, foundation, railings, paint color or structure, such as adding permanent windows, doors, screening or enclosures or removing/altering the railing.

2. No objects of any kind should be nailed, screwed, glued or affixed in any form to any vinyl or metal surfaces at any time (including flag mounts).

3. There should be no obstacles in the direct path of the entrance or exit from the home/porch, including but not limited to permanently installed gates, extruding flags, hanging plants, chairs or décor of any kind, etc. (see Appendix C)

4. Shovels, brooms, ice melt containers or any other implements used for construction, maintenance, clean-up, etc. must be stored within the dwelling when not in use, and never left outdoors.

5. The HOA will maintain and repair building exteriors, sidewalks, driveways, etc., EXCEPT where the homeowner, their guests or their contractors cause damage of any kind, including willful intent to alter the outside appearance. The HOA can fix the damage but has a right to determine cause and charge the homeowner for said damage, placing a lien against the unit if necessary to recover damage fees. **(Dec. Art VI Sec. 3 Dec Art VIII, Sec 1)**

6. The HOA Board reserves the right to request homeowners replace or repair broken or unsightly items the HOA is not responsible for. "If such maintenance, repair, or replacement is performed by the Association it shall not be regarded as a common expense, rather shall be considered an expense attributable to the specific unit and such cost shall be added to that homeowner's assessment." **(Dec, Art VI, Sec 3)**

7. Written approval is required for all tradesmen and contractors to perform any outside services or construction directly impacting any building or structure and must be licensed, insured and bonded as appropriate for their trade.

E. Lighting (front exterior), Other Security Cameras & Lights

1. The porch door light fixture and fixtures on each side of the garage door must match and be somewhat similar to the carriage light fixture style of those already on the property and be black in color.

2. A center light over the garage door (with or without camera) is allowed but must be black or white in color.

3. Lights providing security are allowed at the homeowner's expense with written approval.

4. No wires or power lines can be exposed to the outside of the unit. See Cables, Lines, Pipes, Vents or Wires (made of any material) above.

5. The homeowner is responsible for repairs or damages to any portion of the exterior, resulting from installation, repair or removal of such devices.

F. Outdoor Cooking Appliances or Devices (safety first)

1. Cooking devices including grills, griddles, pans or pots, fryers or the like made for outdoor cooking are approved.

   a. All safety warnings and device care must be followed to avoid fires and other hazards.

   b. Appliances and devices MUST be a minimum of 6 feet from the overhangs and exteriors of the dwelling while in use and must not be put into the dwelling or the garage until they are thoroughly cooled to the touch.

   c. No cooking devices may be used on porches, under the eaves or in garages (even if the garage door is open).

2. Damages caused by user neglect, regardless of cause, will be the responsibility of the homeowner.

G. Permanent Home Generators

1. A permanent home generator is allowed. Homeowners MUST comply with all HOA requirements and obtain all required documentation and written approvals before contracts are signed or work begins.

2. Generators may ONLY be installed behind the unit or within the alcove.

3. The generator must be professionally installed by licensed, insured, contractors who are trained to install such devices.

4. Proper permits and licensure must be obtained, and installation must meet all local, state and federal codes.

5. Wires or pipes must be no farther from the generator than (4) four inches and must be buried under ground to the direct entry point at the unit foundation. All piping must be rigid metal material.

6. It is the homeowner's responsibility to obtain all approvals, appropriate insurance coverage and pay for all damages, corrective actions or modifications resulting from non-compliance of HOA requirements.

H. Porches

1. White or neutral gray, drop-down, fold or roll-up screens or shades may be hung from the porch soffit.
2. Nothing can obstruct the entry way or access to the dwelling or mailbox.
3. The porch should be neat and tidy (broom swept).
4. Homeowners may decorate porches, within a reasonable means and …
   a. …must have hand grips or handles on both sides of the step from the sidewalk to the porch if a full railing across the front of the porch does not exist. **(Dec Art VIII, Sec 1)**
   b. …may decorate the wrought iron railing (if there is one) with light weight flower boxes, hangers made for railings, small lights (rope lights), garland or the like, as appropriate for the season.
   c. …may attach standard size flag mountings to the wood of the porch, but flags cannot hang anywhere over the sidewalk, porch entrance or block access to the dwelling or the mailbox.
   d. …may use indoor/outdoor temporary carpeting on the porch as long as it doesn't become a tripping hazard.
   e. … may hang up to three (3) planters, decorations or chimes from the soffit.
      i. They can weigh no more than 7-10 pounds.
      ii. Plants must be removed immediately when dead or out of season.
   f. …may use small nails or screws to hang a modest number of decorations on the wooded area of the porch.
   g. Damages to the porch resulting from installations, or removal of doorbells, cameras, intercom systems or holes of any type including those made for hanging pots, chimes or décor of any kind, are the responsibility of the homeowner.
5. A permanently installed gate attached to a porch is not permitted.
6. Porch ceiling fans are not permitted.

I. Prohibited Items (other than those found elsewhere in these R&R)

1. Clotheslines of any type or kind. **(Dec Art VIII Sec 15)**
2. Drying clothing, bedding, areas rugs or other fabric domestics outside (including over porch railings). **(Dec Art VIII Sec 15)**
3. Fire pits or fire pots.
4. Pools, spas or hot tubs of any type or kind. (Dec Art VIII Sec 16)

J. Roof Ice Melting Systems

1. Roof ice melting systems are permitted with written approval. The homeowner is responsible for all related costs for installation (including electrical), repairs, movement or removal, including damage to the roof, gutters or trim.
2. If any HOA related exterior work is required, the homeowner is also responsible for the costs related to repair, removal or reinstallation of the ice melt system.

K. Sidewalks & Front Lawns

1. Sidewalks must be clear of objects at all times (including all planters).
2. No objects of any type, including holiday decorations can be displayed on the front lawn or sidewalk at any time.

K. Sidewalks & Front Lawns (cont.)

3. The HOA is responsible for snow shoveling beyond 3" but is not responsible for applying ice melting products.

VIII. FENCES, ENCLOSURES and WALLS **(Dec Art VIII Sec 4)**

A. Fences, enclosures, walls or screens (temporary or permanent) are not allowed to be constructed on the property.

B. Short borders around gardens are allowed (up to 12" high) as long as there is no intent to contain an animal or create a property divide.

C. Electric fences for animal retention are prohibited.

D. Includes permanent porch gates.

IX. GARAGE or ESTATE SALES

A. When the Association has a neighborhood garage sale, specifics will be posted to the Crofton website and calendar.

B. Homeowners MUST obtain written approval to have private garage or estate sales prior to hiring agencies who conduct them.

1. A list of additional requirements beyond these R&R may be provided to the homeowner.

C. The homeowner is responsible for property damage or repairs resulting from the sale.

D. The homeowner is responsible for clean up of all external property surrounding the sale immediately following the sale closing.

E. All remaining items must remain within the confines of the unit until such time as they are picked up or disposed of. This includes:

1. Immediate clean-up and confining trash inside the unit until trash pick-up day;
2. Pick-ups by donation volunteer agencies or private parties; and
3. Someone over the age of 21 must be at the unit at the time of pick-up.

X. INSURANCE (FIRE, CASUALTY, LIABILITY) **(Dec Art IX Sec 1)**

A. Fire and Casualty Policies are maintained by the HOA for the protection of the Common Property and dwellings. This includes building interiors restored to their original state resulting from a fire or explosion.

B. Homeowners are responsible for insurance policies to protect any upgrades to their interiors and specific exterior (beyond original building completion, e.g., upgraded cabinets, all windows & doors, flooring, counters, HVAC devices, permanent home generators, etc.), as well as personal contents within their dwelling; and are therefore advised to seek the professional advice of an insurance provider to obtain suitable townhouse/condominium insurance.

C. The HOA Master Policy is not meant to be used as a liability fallback insurance for those who are purposely negligent or intentionally fail to follow government building codes/laws, or HOA R&R, Bylaws or the Declaration, especially where possible hazards or danger to life or property exist.

D. Liability policies are maintained by the HOA for general liability of the Common Area. (**Dec.Art.IX Sec 2)**

E. Master Policy Certificates of Insurance are distributed to homeowners annually.

F. The HOA is not responsible for damage or theft of any privately owned décor of any type, anywhere on the property.

XI. MOVING IN or MOVING OUT (BUYING OR SELLING A UNIT)

A. Buying:

1. Go to www.CroftonInc.com for information, the Emergency Contact form and other requirements. A Board member will provide an HOA specific NEW HOMEOWNER'S packet within a few days of moving in.

B. Selling:

1. When a homeowner decides to sell their unit, they should immediately contact Crofton-Perdue and the HOA President for vital information.

XII. NOXIOUS OR OFFENSITVE ACTIVITIES (**Dec Art VIII Sec 7)**

A. Noxious or offensive activity shall not be tolerated anywhere on the property.

1. This includes anything that may become a nuisance, annoyance, or cause danger to residents, including emission of smoke, soot, fly ash, dust, fumes, excessively loud music, parties, or other types of air or noise pollution.

B. Paints, oils or other chemicals must not be allowed to run down driveways or poured anywhere on the property, including street gutters or sewers.

C. Hazardous waste such as oil, paint or batteries must be removed from the premises in line with EPA guidelines.

D. Cigarette butts, bottle caps, pull tabs, broken glass, pet waste and any other trash must be properly disposed of and not left on the property for someone else to clean up.

XIII. OUTSIDE REPAIR WORK (BY HOMEOWNERS)

A. Outdoor work on motor vehicles, boats or machines of any kind is prohibited except with written approval. (Dec Art VIII Sec 13)

B. Outdoor work or that which is usually done in a garage or basement must comply with all safety standards to avoid fire, explosion or other dangers to residents or property.

C. Use of loud tools is prohibited before 8 AM and must stop by 11 PM.

D. Washing personal vehicles is permitted.

XIV. OWNERSHIP, OCCUPANCY and RENTING A UNIT (TENANTS) **(Dec Art VII Sec 1, 2, 3)**

A. No one under the age of 55 can own or rent a unit. If more than (1) one person holds title to the unit, at least (1) one person must be age 55.

B. Anyone living on the property between the ages of 12-54 must be an immediate family member, i.e. brother, sister, son, daughter, etc.

C. No one under the age of 12 may occupy the property for more than two weeks without written approval.

D. The minimum rental period is 30 days.

E. The homeowner is responsible for any damage, negligence or other violations caused by any tenant or occupant for failure to follow the R&R, Bylaws or Declaration.

F. The HOA Board reserves the right to take appropriate action to remedy any situation should the homeowner fail to do so.

XV. PENALTIES and FINES (Dec. Art. II, Art XI Sec 3)

A. The HOA has the authority to enforce these Rules and Regulations. Refer to "Fine Schedule for Noncompliance with Rules and Regulations" for further information.

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XVI. PLANTINGS and GARDENS **Dec Art VIII Se 4)**

A. Berm

1. Homeowners may plant and maintain annuals or perennials (EXCEPT edible plants, herbs, fruits and vegetables, including tomatoes) on the berm directly behind their dwelling with a defined plan and written approval.
2. Failure to maintain the area will result in plant removal and restore to original state at the homeowner's expense.
3. HOA and its contractors have no liability for loss or damage to homeowner plants.
4. The berm and all contents are common property, even if homeowners have written approval to plant on it.

B. Front Unit Gardens

1. Homeowners cannot plant annuals in the front gardens.
2, Solar lights are allowed.
3. HOA contractors have the responsibility for maintaining front gardens and have no liability for loss or damage to homeowner décor of any kind. Clean-up and removal of personal décor is the responsibility of the Homeowner.

C. Marquee

1. The front marquee at the Coran Circle entrance is maintained by the HOA.

D. Private Gardens **(Dec Art VIII Sec 4)**

1. Homeowners may plant gardens alongside their dwelling, in the alcove and behind their dwelling with a specific plan and written approval.
2. Trees are not allowed alongside any portion of the unit.
3. No bushes larger than 24" high x 24" wide at full maturity are allowed in private gardens and must be planted away from any structure.
4. No annuals or perennials are allowed to grow higher than the lowest trim of a standard window (not including the garage window).
5. Creeping plants such as any type of ivy that normally cling or creep up the side of a building are prohibited.
6. No rocks or stones (smaller than 6") are allowed as ground cover. Wood based black, brown or natural color mulch is allowed.
7. Use of border stones, bricks, raised gardens, shepherd's hooks and other special requests must be pre-approved in writing by submitting a Variance Request Form.
8. Any garden décor that could attract animals or birds to eat or nest are not allowed, such as bird feeders, bird baths and bird houses of any kind.
9. All gardens must be maintained by the homeowner.
10. Composting is not allowed anywhere on the property.

11. Garden supplies and items not part of the garden design are not permitted temporarily or permanently to be left anywhere outdoors, including: watering cans, unused ornamentation, building supplies, car parts or anything not intended for the beauty of the garden are prohibited and must be stored indoors.

12. HOA contractors are not responsible for damage to homeowner gardens or décor.

E. Trees

1. All trees on the property, except specific pre-approved homeowner trees, are maintained by HOA contractors.

2. Homeowner trees must be maintained by the Homeowner at all times.

3. The HOA maintains the right to remove trees when they die.

XVII. SURFACE UTILITIES and ANTENNAS (Dec Art VIII Sec 6, 9)

A. Exterior antennas, ground mounted flag poles, satellite dishes or the like are not allowed on the property.

XVIII TEMPORARY STRUCTURES

A. Temporary or semi-permanent structures such as a tent, trailer, motor home, mobile home, shack, barn, portable garage, outbuilding, or shed are prohibited and cannot be stored anywhere on the property or used as a temporary or permanent dwelling. **(Dec Art VIII Sec 8)**

B. Canopies or temporary coverings for single day event use (e.g. approved garage sale or special party) may be erected on the day of the event and removed by the following day with written permission.

XIX. TRASH and RECYCLING (Dec Art VIII Sec 5)

A. All Homeowners must use totes for trash and recycling.

B. Trash and recyclables are picked up at the end of each Homeowner's Unit's driveway. Trash and recycle containers should be placed back in your garage after pickup.

C. If holidays fall on pick-up day, trash will be picked up the next business day. (see Crofton website for refuse calendar.)

D. Contact the Rosewood Villas HOA Board regarding…

1. …disposal of appliances, building materials, furniture, carpeting, bedding, hazardous items (battery, chemicals, paints), electronic devices (TV's, microwaves, etc.) or an over-abundance of trash, etc. Additional fees may apply and will be charged to the homeowner directly if items exceed standard requirements, e.g., appliances, beds, carpeting, etc.

E. Other questionable items may not be disposed of through standard trash methods. They must be taken to a recycling company. Contact the Town of Greece or the PMC for additional information.

XX. VEHICLES (OF ANY KIND) and TRAILERS (Dec Art VIII Sec 14)

A. Outside storage or parking of commercial or recreational vehicles, campers, boats, automobiles, trailers or other unapproved vehicles is prohibited. (Dec Art VIII Sec 12)

B. Vehicles cannot be covered with tarps or other coverings and stored on driveways or anywhere on the property.

C. Unless used for the maintenance of the property oversized, commercial (1 1/2 ton) vehicles are not permitted to remain on the property overnight without written approval (Variance Request Form).

D. Unlicensed or unregistered vehicles are not allowed anywhere on the property except in the homeowner's garage.

XX. VEHICLES (of any kind) and TRAILERS (continued)

E. Written approval is required for contractors' work/tool trailers/vehicles to be on the property while active work is in progress and they are parked and blocking property. They must be removed immediately upon work completion.

F. All trailers with hitches used for stability, jack or hitch stands must be blocked so as not to cause damage to asphalt or other property. Contractors who don't stabilize their trailers properly will be asked to comply or remove the trailer immediately from the property. Homeowners will be responsible for property damage caused by their contractors.

XXI. US MAILBOXES

A. USPS requires that carriers have unobstructed access to all Homeowner mailboxes. (see Appendix C for further clarification)

B. Homeowners are responsible for their own mailboxes

C. Mailboxes must be white or black and comply with the US Postal Service requirements

D. Mailboxes may only be affixed to the wood portion of the porch.

E. The HOA reserves the right to request homeowners to repair or replace broken or unsightly mailboxes.

Appendix A **November 2026**

Rosewood Villas Homeowners Association, Inc.

Fine Schedule for Noncompliance with Rules and Regulations

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 Association.

1. Homeowners and/or their tenants who are not in compliance with any given rule or regulation will be notified in writing by letter sent by US mail, as well as by email if applicable. This notification will be considered a 30-day notice to the Homeowner to correct the violation and will include a specific description of the violation.

2. The Homeowner has a right to request a meeting with the HOA Board to discuss the infraction and possible solutions. This meeting must be requested in writing and addressed to Property Management, Crofton Perdue Associates, Inc., 111 Marsh Road, Suite 1, Pittsford, NY 14534, or by email to **info@CroftonInc.com** within the 30-day period.

3. If the Homeowner and/or their tenant is still noncompliant at the end of the 15 or 30-day period, the following schedule of fines will be initiated:

$50 after 30 days of original notice;
$100 additional after 60 days;
$200 additional after 90 days.

After 90 days the fine will be $200 per month until compliance is rendered.

4. The HOA Board 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 by US mail of such fines, as well as by email.

5. 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 doubled.

APPENDIX B **November 2026**

Rosewood Villas Homeowners Association, Inc.

VARIANCE REQUEST

You may submit online at www.CroftonInc.com , just click on Rosewood Villas HOA then Variance Request – electronic

Date: _____

Name: _____ _____

Address: _____Phone: _____

E-Mail: _____

To: The HOA Board:
A) Architectural: I request permission to make the following changes to the exterior of my townhouse or to the common area of the community. I have attached a sketch of proposed changes, listed materials to be used, etc. (Please be specific. Extra sheets may be attached.)
B) Other Requests: Animals (guest dogs over 25lbs), doorbells, generators, roof ice melting systems, front unit gardens etc.

_____

_____

_____

_____

Reason for request: _____

Length of Guarantee (if applicable):_____

Indicate future maintenance required by the Association: _____

Affected neighbors were notified of common area involvement? YES _____ NO _____

Name of contractor (company) who will do the work: _____

Phone Number of contractor (company) who will do the work: _____

Contractors must have liability and workers compensation insurance for variance approval.

Certificates attached or on file with HOA YES_____ NO _____

Homeowner Signature: _____

USPS MAIL DELIVERY

USPS requires unobstructed access to mailboxes — no exceptions for porch gates.

USPS regulations for mail delivery are clear: carriers must be able to safely reach the mailbox without obstruction. If access is blocked, USPS may refuse delivery or require relocation of mailboxes for the entire community.

Authoritative USPS and ADA sources establishing the controlling principle:
USPS mailbox standards require clear, unobstructed access for carriers. This is embedded in USPS STD-4C regulations and ADA reach-range requirements for mail infrastructure.
https://www.mailboxes.com/pages/ada-4c-mailboxes?utm_source=copilot.com

ADA accessibility rules apply to mail infrastructure, not to private porch gates. ADA requires accessible mailboxes but does not grant individuals the right to block USPS access routes.
https://ironpostworks.com/learning/ada-centralized-mail-requirements?utm_source=copilot.com

USPS accessibility standards (39 CFR Part 254) govern Postal Service facilities, not private residences, and do not create any right for a disabled individual to obstruct carrier access.
https://www.ecfr.gov/current/title-39/chapter-I/subchapter-D/part-254?utm_source=copilot.com

Together, these sources establish the governing rule: USPS delivery requirements cannot be overridden by private modifications, even if disability-related. USPS may mandate centralized mail delivery if a single residence obstructs access.

Rosewood Villas Declaration as filed with NYS (1992):
Article VIII, Section I states: "Once initially constructed improvements have been completed on a Lot, no exterior alteration, addition or modification to these improvements may be made by an owner or his successor without first obtaining the prior written approval of the Board of Directors which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration."

Rosewood Villas Rules & Regulations:
Article VII. Section H.2. "Nothing can obstruct the entry way or access to the dwelling or mailbox."
Article VII. Section H.5. "A permanent gate attached to a porch is not permitted."