

SOUTHWICK COURT CONDOMINIUMS

RULES and REGULATIONS

INTRODUCTION

When you purchased your Condominium unit, you received a copy of the Declaration and By-laws, which outlines rules and regulations for living at Southwick Court. Your commitment to abide by these rules and regulations was established when you purchased your Condominium. This commitment extends to your family and guests.

The organization entity of which you are a member, Southwick Court Condominium, shall be referred to hereinafter as The Condominium. The Board of Managers of the Condominium shall be hereinafter referred to as The Board. The property management company retained to manage the day-to-day operations of the Condominium shall be referred to as The Managing Agent.

This document provides a quick reference for questions that may arise by consolidating the Condominium Rules and Regulations into a single document. Board interpretations and revisions may also be included. This document is provided as an adjunct to the Declaration and By-Laws which must also be followed. Please contact The Managing Agent with any questions.

GENERAL RULES

1. **OUTSIDE APPEARANCE:** The sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units in the building. The driveways shall be used only for the parking of private motor vehicles and for access to the garages by the abutting unit Owners. No organized sports activities, picnics, barbeques, or outdoor fires are allowed unless The Board designates specific areas for such activities or grants a special permit for particular event. Unit Owners shall not leave lawn furniture, picnic tables, charcoal grills or the like on the lawn areas. The Board, or The Managing Agent, or the employees of either, may remove and dispose of any such items so left without any liability to the Owners thereof.

Any proposed change to the appearance of the outside of a Southwick unit, or any complaint/problem must be submitted in writing to The Managing Agent. Change requests must be submitted on a completed Variance Request Form for processing. This form is available from The Managing Agent.

2. **PETS:** Residents are permitted one (1) dog weighing thirty (30) pounds or less OR one (1) cat, caged birds, or aquarium fishes. No other animals, birds, reptiles or insects shall be kept or maintained on Condominium property. The Board may, from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals, birds, or insects and (ii) prohibit certain types of animals, birds or insects entirely. Keeping a pet is a privilege, not a right.

Dogs or cats shall not run unattended outside of areas enclosed by private fencing, unless accompanied by a responsible person and leashed. The leash must limit the animal to within the restricted exclusive-use common area of the unit. The Board shall have the right at its sole discretion to require any member of the Condominium, any family member or guest of any member to remove any animal, bird or insect from the Condominium. 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 and must be properly disposed of each and every time. If an animal is too noisy, creates a nuisance and/or is not properly controlled by a responsible person, then the Condominium, its Managing Agent or employees may contact any local municipal authority with power to

impound animals without any liability on the part of the Condominium, its managers, agents or employees. Repair of any damage to Southwick Court Condominium property caused by an animal, including lawns, shrubs, fences, etc., is the responsibility of the pet owner.

3. **PARKING:** It is imperative that all residents use common courtesy when parking their vehicles. Residents must park one vehicle in their garage. When there is a second resident vehicle, the unit's driveway must be used. To reiterate, each unit can accommodate two (2) resident vehicles, one in the garage and one in the driveway. Second vehicles should be pulled close to garage doors. Three across vehicle parking is prohibited in front of two neighboring garage doors.

There is no additional resident parking!

There are four designated visitor parking areas:

- 1) 3 spaces between #270 and #280
- 2) 3 spaces between #170 and #180
- 3) 3 spaces along the roadway adjacent to #60
- 4) 1 space in the area along the side of #130 in front of #150

Visitor parking is limited; residents are prohibited from parking in the visitor spaces. Visitor parking areas are for visitors only and should not be used by residents or anyone living in the Condominium on a regular basis. All Visitor on-street parking must follow Town of Henrietta rules such as not blocking another unit's driveway or impeding emergency vehicle access or winter snow plowing activity.

Each Unit has been provided with two guest parking passes. A pass must be displayed on the rear-view mirror of any vehicle parked for over six hours. Lost passes can be replaced with payment of \$25.00. From November 1st to April 15th, all street parking is prohibited between 11:00PM and 8:00AM. Vehicles found in violation of this rule will be towed at the owner's expense. This restriction applies to areas 3 and 4 listed above. Every effort should be made not to use this street parking during daytime hours to allow for additional plowing runs. Parking is not permitted on the lawn areas. Owners will be charged for any lawn damage as well as leaking oil or fuel that damages the driveway or roadway. Vehicles parked in violation of Condominium policy will be towed at the owner's expense.

Parking Rules and Regs Update 5-9-2023

Parking for two cars at one unit will have one car in garage and other car next to garage. There is no parking of a 2nd car at the end of driveway. The adjacent driveway is NOT TO BE USED TO ENTER AND EXIT. Failure to comply will result in a warning, fine and/or towing.

Guest parking for over 6 hours will require that a parking pass be hung from review mirror for duration of visit. Each unit will have 2 guest passes issued. If pass is lost a replacement fee of \$25 will be charged. Cars that are parked for longer than 24 hours without a visible pass is subject to towing.

Unregistered vehicles MUST be parked in garage, if in driveway it is subject to towing!

Overnight guests are limited to NO MORE THAN 3 nights per week UNLESS prior approval is granted by the board. This is to ensure that no unit has a THIRD car using limited guest parking for extended periods of time. A warning to unit owner will be issued with fines and towing of vehicle to follow.

4. **COMMERCIAL VEHICLES:** No commercial vehicles shall be parked or stored on any portion of the Condominium, except for vehicle temporarily on the premises for the purpose of making deliveries or providing services to the units or in connection with the maintenance of the common elements.
5. **BOATS, TRAILERS, RECREATIONAL VEHICLES:** No boat, trailer, or recreational vehicle shall be parked or stored on any portion of the Condominium, except for durations of no more than four (4) hours and then not more than once in any twenty-four (24) hour period, the intention being that such vehicles may be brought on to the property only temporarily for purposes such as loading or unloading but not for overnight parking or for parking or storage for longer periods.
6. **UNREGISTERED/UNLICENSED MOTOR VEHICLES:** No unregistered/unlicensed motor vehicle is permitted on Condominium property. Unlicensed/unregistered motor vehicles will be towed at the Owner's expense. Other motorized vehicles, such as mini-bikes, trail-bikes, go-carts, snowmobiles, mopeds, etc. are also prohibited.
7. **SIGNS: Realtor Signs:** When a unit is for sale, one (1) Realtor "For Sale" sign is allowed in the front bedroom center window. In addition, open house signs

may be displayed during an open house. Realtor signs shall not exceed 18”W by 24”L. The realtor “For Sale” sign must be removed upon transfer of the property. *Security System Signs*: Signs indicating that a house is protected by a security system are limited to one (1) sign at the front of the unit near the main entrance and single small sticker signs posted on the inside of first floor windows and entry doors. No other signs are permitted without written approval of The Board.

8. **EXTERIOR MODIFICATIONS:** No exterior modifications or alterations are permitted without written approval of The Board. All requests for decks, patios, walls, fences, plantings, windows, doors, etc., must be submitted on a Variance Request Form in writing to The Managing Agent to present to The Board for review and must include written plans and specifications/colors. Any modification made without prior approval of The Board will be subject to removal by the Condominium at the owner’s expense.
9. **DECORATIONS:** The installation of any lawn decorations including windmills, plastic objects, wooden objects, stone objects, statues, etc., require a Variance, and must be located in foundation plantings. Nothing is allowed in tree beds or on lawns. Holiday decorations such as lights, wreaths, etc., may be displayed but must be removed promptly when the holiday season has ended. The Board has the right to review any display or excessive numbers and placement of objects in planting beds or patio areas that interferes with normal maintenance or affects community appearance, and have them removed. The hanging of decorations such as flags, feeders, wind chimes, etc., on the exterior of decking or privacy fencing is strictly prohibited. Wind chimes are music to some - noise to others. If you hang a wind chime and your neighbors complain, you will be required to remove it. Condominium living creates unusual conditions with patios/neighbors only inches apart. Seasonal flower planters are allowed and may be placed on deck surfaces, patios, or front porches in accordance with the current guidelines.

The Condominium will allow one (1) wreath no more than 18” in size to be hung on the front door. During the period of December 1st thru January 10th, white and colored lights may be hung on individual trees located in the unit’s front yard and on the deck of each unit. Wreaths and other decorations approved by The Board will be allowed on the front door and front entrance area during the same period but cannot be installed using nails, screws or other devices requiring penetration of the wood / siding. The Board will consider, at its sole discretion, all other decorations for religious holidays upon written request. All other decorations

must be approved by The Board.

Extreme care should be used when attaching exterior holiday lights and decorations. If you damage the exterior of your unit, you will be required to repair it at your own expense. If decorations become unsightly, they will need to be repaired or removed. No artificial flowers are allowed in planting areas.

10. **FLAGS:** The American flag (not larger than 30" x 48") may be displayed between the hours of sunrise to sunset. The flag must be taken down at dusk each day. It must not be displayed if it is tattered or faded. The United States flag should be mounted and flown at all times according to proper flag protocol. Only one flag, banner, or windsock may be displayed at a time. Seasonal items are limited to short periods of time to celebrate holidays or special occasions. Any damage to building unit must be repaired at Owner's expense.
11. **BIRD FEEDERS/HOUSES:** Great care must be used with bird feeders and bird houses. Seeds falling to the ground can attract rodents to the area. In the spring during nesting season, birds attracted to the buildings create problems in vents, louvers, gutters, even entering buildings or causing dryer fires by plugging vents. Bird messes on your patio, decks, walks or that of your neighbors will become a nuisance.

Feeders should only be used during the cold weather months from November 1st to April 15th when other food supplies are less available to birds. The feeder or bird house must be located at least 30 feet from the building. The Board can require removal at any time if rodents become a problem, there are bird nesting issues, or droppings become a health or sanitation issue. In addition the Owner creating such a problem will be held responsible for damage by birds or rodents to the building exterior of his/her unit and that of adjacent neighbors.

12. **TREES, PLANTINGS, FLOWERS, & NATURAL FEATURES:** The existing foundation plantings of trees and shrubs shall not be altered or removed. Owners with plantings that have not received written approval shall be requested to remove them. If the plantings are not removed, The Managing Agent shall remove them at the Owner's expense. The use of potted plants shall conform to guidelines approved by The Board.

Placement shall not interfere with landscape, grounds keeping operations. The Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the property. The Board may designate certain trees,

regardless of size, as non-removable.

Planting annual or perennial flowers is a privilege. Their maintenance is the responsibility of the Owner, and shall not interfere with the landscaping, pruning, weeding and mulching of Condominium property. They must be pruned weekly with all dead blooms or leaves removed. Seasonal plantings must be removed as soon as their season has ended. Planter boxes, containers, hanging baskets must not be allowed to become unsightly. No artificial flowers are permitted.

Flowers must be in scale with the permanent plantings. For example, flowers planted in the front of the beds must not be taller than the permanent plants behind them. No decorative rocks are to be put in the planting beds. No decorative edging is to be put around trees or shrubs.

The Condominium is not responsible for any flowers planted. Maintenance personnel will exercise reasonable care but will not be responsible for Owner's plants that interfere with general Condominium maintenance operations.

Please remember if we are unable to control temporary plantings, The Board will be forced to enforce the Declaration and forbid the planting or showing of flowers.

13. **USE AND MAINTENANCE OF SLOPE CONTROL AREAS:** Within any slope control area shown on any filed map or plot, no improvements, planting or other materials shall be placed or permitted to remain, nor shall any activity be undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems, or change the direction or flow of drainage channels. The slope control areas of any portion of the Condominium and all improvements thereon shall be maintained continuously the Condominium, except in those cases where a governmental agent or other public entity or utility company is responsible for such maintenance.

Crown vetch or any other ground cover material planted by the Condominium in slope control areas may not be removed or cut by any resident. Any questions should be referred to The Managing Agent.

14. **DWELLING IN OTHER THAN RESIDENTIAL UNITS:** 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 without written approval of The Board. Garages may not be used, screened, or finished off for any type of living space under any circumstances.

15. **TRASH REMOVAL:** Trash pickup occurs weekly on a specific day. Trash must be placed at the curb no earlier than 7:00PM on the evening before pick-up. Trash must be placed in heavy duty trash bags. Trash bags may be placed inside plastic trash containers with tight fitting lids for further protection. Containers must be removed promptly on the same day after the trash has been picked up. It is a good idea to label your containers with your address so they can be identified if blown around on windy days. No trash or waste material shall be kept, stored, or allowed to accumulate outdoors on any portion of the property. Trash and recycle bins must be stored in the garage area only. If you plan on putting large items out for removal by the refuse carrier, contact the refuse company in advance to arrange for pick-up. Any additional charges (for certain items such as tires, refrigerator, dehumidifiers, etc.) are the Owner's responsibility. Any problems, complaints, or concerns regarding refuse service should be directed to The Managing Agent.
16. **COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY:** No wholesale or retail business, service occupation or home business (including garage sales) shall be conducted in or on any lot or other portion of the property without the consent of The Board.
17. **NOISE:** Stereos, radios, televisions, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., disturb the peace and quiet enjoyment your neighbors are due. The best rule is that noise should not be heard within a neighbor's house with the windows closed. No excessive noise between 9:00PM and 9:00AM is permissible.
18. **BUG ZAPPERS:** Outdoor pest control devices of any type are not allowed.
19. **GAS GRILLS / FIRES / OPEN FLAMES:** No fires from fire pits or open flames from torches are allowed. Gas grills must be operated at least 5 feet away from the fences, vinyl siding and any building surfaces as heat, grease fires, and flare ups can damage the siding and more significantly, start the building on fire. Grilling is not allowed inside the garage or on the front porch. When grilling in the driveway, the grill must be stored out-of-sight as soon as grill cabinet has cooled. Storage should be in a garage or behind privacy fencing. Owners are

responsible for any damage and repairs caused by their negligence. Propane tanks and gas grills should never be stored in a basement area.

20. **FIRE EXTINGUISHER / SMOKE DETECTOR / CARBON MONOXIDE DETECTOR:** The Condominium maintains a master insurance policy on the buildings for fire and casualty. This is one of the most significant costs to the Condominium. To keep insurance rates as low as possible, the insurance company recommends that all residents have at least one 2½ lb. portable fire extinguisher available for emergencies in the kitchen area. Original 110V hard-wired smoke detectors have a useful life of about ten years. These need to be checked and tested monthly and replaced if necessary. In addition, installation of a carbon monoxide detector is now a requirement on most master insurance policies. They are inexpensive, plug into any wall outlet, and can save your life especially with aging furnaces that may develop a cracked heat exchanger after years of use. If you need help with any safety equipment, contact The Managing Agent or the local fire department.
21. **DECKS, PATIOS, PRIVACY FENCES, HOT TUBS, & FIREWOOD:** River Unit (Units 140-170 and 180-220) upper deck and support structure maintenance is the responsibility of the Condominium. Maintenance includes staining and wood repairs that keep the deck pleasing in appearance and safe for use. The Condominium shall maintain the privacy fences separating decks and patio areas. No storage is permitted under decks. Items stored on decks and patios should consist only of seasonal furniture. No hot tubs or whirlpools are allowed outside of the unit. No hoses may be hung from decks or fences. Firewood must be stored only in a garage area. No firewood may be stacked or stored on or under decks or on patios.
22. **STORM DOORS:** A completed Variance Request Form must first be submitted to The Managing Agent for Board review and approval. Any storm door installed without Board approval will be removed at the Owner's expense. New or replacement door installations must be all white Full-view design; Half-view and cross-buck doors are not permitted.
23. **GARAGE USAGE / DOORS:** Garage doors cannot be left open for more than two (2) hours during any 24-hour period when the garage is unoccupied, without written approval of The Board. Unattended open garages can attract unwanted animals, rodents, and people. The Managing Agent must be notified in writing and written approval received from The Board if a home improvement project requires that the garage door be open for several or more hours. Garages cannot be used as a dwelling of any type, seasonal or otherwise, nor for commercial purposes.

24. **OUTSIDE ANTENNAS / ABOVE SURFACE UTILITIES:** No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting or receiving device, poles, wires for transmission of electricity, telephone or electronic messages, water, gas, sanitary and storm sewer drainage pipes shall be erected on any lot, maintained above the surface of ground or exterior building surface or other portion of the Condominium property without the approval of The Board. A completed Variance Request Form is required before any installation and shall be submitted to The Board for its review and required approval. All approvals must satisfy the requirements of the Federal Communications Commission, and /or other agencies with jurisdictional authority. There are special rules regarding satellite dish installation, and the Condominium has pre-approved locations where dishes may be located. Owners are responsible for all maintenance and repairs as a result of such installation. Phone and cable wires must be secured, concealed, and not create a maintenance issue.
25. **SNOWMOBILES:** No snowmobiles or similar motor vehicle shall be operated on any portion of the Condominium.
26. **OUTSIDE REPAIR WORK:** No work on any motor vehicle, boat or machine of any kind shall be permitted on Condominium property without written approval of The Board.
27. **OUTSIDE DRYING:** No outside drying or airing of clothing/ bedding shall be permitted on Condominium property.
28. **NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried out upon any portion of the Condominium property, nor shall anything be done thereon that may be or become a nuisance or annoyance to 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 are prohibited. Activities that are 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 are prohibited.
29. **FENCES & PROTECTIVE SCREENING:** Unless approved in writing by The Board, no chain link fence, privacy fence, protective screening or wall shall be erected, installed or planted anywhere on Condominium property. No fence,

wall, screening device, or planting shall be maintained so as to obstruct the sight lines for vehicular traffic.

30. **EXPOSURE OF PARTY WALL:** A Condominium Owner, 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.
31. **CONDOMINIUM INSURANCE:** All individual policies obtained by Condominium unit Owners must contain waivers of subrogation and the liability of carriers. Insurance procured by The Board must not be affected or diminished by reason of any insurance obtained by a Condominium unit Owner.

The Condominium is typically responsible for any master insurance policy deductible for Condominium responsible damage. However, in the case of Owner or tenant negligence, their failure to properly maintain their equipment or property, or their contribution to damage by their failure to act or protect, the Owner is responsible for the master policy deductible. In addition, the Condominium, thru its agents, may counterclaim for any and all costs directly to the Owner's negligence. Questions should be directed to the Managing Agent and/or the Owner's insurance agent.

32. **WINDOW AIR CONDITIONERS:** The installation of window air conditioning units is strictly prohibited. In addition, any changes to the placement of outdoor air conditioning equipment must be approved by The Board.
33. **OWNER CONTRACTED WORK:** Any work done on the exterior of a unit requires written approval from The Board before any work can commence. Insurance regulations require all contractors and subcontractors to demonstrate written proof of liability insurance and Workers Compensation insurance. In some cases, such as the usage of ladders, the contractor must also sign an indemnification agreement holding the Condominium harmless. Proof of insurance from any contractor must be received BEFORE any work / repair can take place. Any Owner or tenant of any Owner who initiates any work or service and violates this requirement is putting the entire Condominium at risk and may be held responsible for any injuries, claims, damages, from any worker injured in the course of providing work services. No Insurance – No Work!

ENFORCEMENT OF RULES AND REGULATIONS

The Board, acting directly or via The Managing Agent, is empowered to enforce the Condominium By-Laws and Rules and Regulations. Each Condominium Owner must understand the Rules and Regulations referenced within this booklet and the complete contents of the Declaration and By-laws. You agreed to abide by these rules, regulations, covenants, restrictions, etc. when you accepted title to your Southwick Court Condominium unit. Please remember that Owners are responsible for their guests, invitees, tenants, family, etc. This section outlines the enforcement procedure followed in response to a violation.

FIRST NOTICE OF VIOLATION: As a courtesy, The Managing Agent will attempt to notify the Owner, by telephone or in person and by written memo, of the violation and request immediate remediation of the issue.

SECOND NOTICE OF VIOLATION: If issue is not resolved, a \$50 fine will be levied on the Owner. In addition, The Board or its agent may act immediately to correct the deficiency or violation and assess incurred charges for the cost of labor, materials, and supervisory fees plus 20 percent to the Owner.

THIRD NOTICE OF VIOLATION: If the violation continues, a certified letter will be sent to the Owner (owners are responsible to keep The Board or its agent informed of their legal address) with notification of the imposition of a \$50 daily fine until the violation is resolved.

ADDITIONAL LEGAL REMEDIES: In the event that any fine or fees levied under this published and approved schedule of Rules and Regulations is not paid in an appropriate manner, The Board or The Managing Agent will commence legal action to enforce the rules and collect the fees due to the Condominium. All unpaid fines and expenses incurred, including but not limited to legal and other professional fees, shall be and shall constitute a binding personal obligation of the Owner.