

Willow Rise Townhomes Homeowner's Association, Inc.

RULES AND REGULATIONS

Willow Rise Townhomes Homeowner's Association, Inc. is a shared community. Living in a shared community has rewards and benefits but also imposes certain obligations and restrictions. Residents and guests are entitled to enjoy the property, but in doing so are expected to observe the Rules and Regulations of the Association.

The rules, regulations and responsibilities included here have been prepared and approved by the Board of Directors of the Willow Rise Townhomes Homeowner's Association, Inc. This document is supplemental to the provisions of the Willow Rise Townhomes Homeowner's Association, Inc. DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS, and By-Laws relating to the rights, privileges, and duties of the Homeowners.

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LIST OF CONTACTS

Ontario County Sheriff Ambulance - Victor Farmington Volunteer Ambulance Fire - Victor Fire District	911
Property Management - Crofton Associates, Inc	585-248-3840
Rubbish Collection - Suburban Disposal	585-352-3900
Animal Control - Ontario County Humane Society	585-396-4590

To request maintenance, pay assessments, or for other questions and concerns, contact the Willow Rise Townhomes HOA Property Manager at:

Crofton Associates, Inc.
111 Marsh Road Pittsford, New York 14534
www.croftoninc.com

MAINTENANCE

The Association - shall provide exterior maintenance to Association Property only.

The Homeowner - is responsible for the maintenance & repair necessary to the interior and exterior of Units, and additionally:

1. Watering of lawns, trees, shrubs and plantings placed by the Homeowner or the Association. If serious drought conditions exists, the HOA Board will advise as to the extent of watering.

For more details, refer to Willow Rise Declaration section 6.01-6.03.

SERVICE REQUEST PROCEDURE

Non-Emergency Requests

All requests for service to the common areas of the property should be brought to the attention of the Property Management Company during normal business hours. The Property Manager is responsible for directing the request to the appropriate channels for consideration and action. The Management Company will also inform the Homeowner if a particular request is not the responsibility of the Association, and will attempt to provide advice to the Homeowner on resolving such requests.

Depending on the urgency of your request, it may be held for days or weeks and grouped with requests from other Homeowners. This will be done in an effort to keep your association fees to a minimum by reducing the cost of maintenance. Charges to the Association are reduced by sending the Day Man with several requests rather than each time a separate request is made.

All Homeowner suggestions concerning procedures may be directed to the Property Manager. The Manager will see that your suggestions are brought to the attention of appropriate individuals for consideration or response to the Homeowner.

Emergency Requests

The Management Company employs a 24-hour answering service for emergencies, which occur during non-business hours. Homeowners should notify the proper authorities prior to notifying the Management Company. If a Homeowner requests an emergency inspection by the Management Company and it is necessary to enter the unit to determine the source or extent of the problem, the Homeowner must allow entry to the unit. If entry is denied or if it is determined by the Management Representative that the request was not of an emergency nature and could have been inspected during regular business hours, the Homeowner may be charged for the expenses incurred by the Association.

INSURANCE TO BE CARRIED BY OWNERS

Each Owner of a Lot or Unit shall be responsible for and shall obtain their own fire and casualty insurance covering such Unit in an amount necessary and sufficient to assure the full replacement and reconstruction of the damaged Unit. Such Unit Owners shall also maintain comprehensive general liability insurance coverage on their Unit and Lot. All Unit and Lot Owners shall be responsible individually for insurance coverage for their contents and personal property.

COMPLAINT PROCEDURE / PENALTIES

The Property Manager is charged with overseeing compliance with the Rules and Regulations and is directed to advise the Homeowner by letter detailing each specific complaint and requesting appropriate corrective action. In the event of continued non-compliance, and with the Board of Directors review and approval, the Manager is authorized to take such steps as may be necessary to obtain compliance. These may include removal of unauthorized additions, towing of illegally parked vehicles, fines, placing liens on Homeowner's property and other actions as prescribed under the Willow Rise Declaration, Article 10.01-10.02.

RENTAL OF UNITS

All Homeowners who plan to rent their unit are required to give such notification in written form to the Management Company, along with a copy of the rental agreement.

Any lease of a Unit shall provide and specify in writing that the tenant shall comply in all respects with the terms of the Willow Rise Declaration, and the By-Laws, rules and regulations, of the Association. If a tenant or guest of a Home Owner or tenant is in violation of such Declaration, By-Laws or rules and regulations, the Board of Directors may pursue any remedies which it may have pursuant to Sections 10.02 and 10.04 of the the Willow Rise Declaration.

The Homeowner is responsible to provide Renters with a copy of Willow Rise Association (HOA) Rules and Regulations available on the Property Management website. Homeowners will be responsible for payment of common charges and assessments as well as any fines incurred as a result of renter actions.

ASSESSMENTS (HOA FEES)

Assessments are due on the first day of each month, payable to the Property Management Company. The timely payment of monthly fees is essential for the Association to meet its financial obligation without incurring penalties. A convenient automatic monthly draw from the Homeowner's checking account is available. A fee of \$50 will be charged for each check returned by the bank.

"...Any assessment not paid within 15 days after the due date will be charged a fine of \$25.00. (An additional \$15.00 will be added each month thereafter until amount is paid in full.) The Association may institute legal action against the property, and interest, costs, and reasonable attorney's fees of any such action will be added to the amount of such assessment." (Declaration - Article VII).

PROPERTY MODIFICATIONS

Homeowners who wish to make alterations or additions to the exterior of their unit, lot or common area, must obtain prior written approval from the Board of Directors. Interior remodeling which affects the structural integrity of the building must also have prior written approval from the Board of Directors. A "Variance Request", available from the Management Company or their website, must be submitted for each desired change or addition.

The following stipulations and guidelines apply to all requests:

- The Homeowner assumes all costs of design and construction and must obtain building permits and inspection approvals from the Town of Victor when required.
- The Homeowner must provide copies of the building permits, and inspection reports (when required) to the Management Company.
- The Homeowner is responsible for any damage caused to the buildings or common areas as a result of the work being done, and assumes responsibility of subsequent damage caused by the alteration or addition. Costs to repair damages are the responsibility of the Homeowner and oversight of the correction of damage is the responsibility of the Management Company.
- Plans and specifications showing the nature, kind, color, shape, height, materials and location, diagram of work to be performed, and the name of the licensed contractor performing the work, must be provided to the Board of Directors with the variance request.
- If there is lack of information (enough details were not provided) to enable the Board to make an informed decision, the variance request will not be approved and it will be returned to the Homeowner requesting additional documentation. The variance will need to be resubmitted. In all cases, an approved variance is required before any work will begin.
- Depending on the nature of the modification, the Board may require the Homeowner to obtain written approval for the modification from neighboring Homeowners.
- If the variance is approved, a signed copy will be sent to the Homeowner from the Management Company.
- If the variance is denied, a signed copy will be sent to the Homeowner indicating such, and the modification will not be pursued.
- The contractor must provide the Homeowner with a certificate of insurance, to be filed with the Management Company before the work begins.

FLAGS

The American flag is the only authorized flag to be displayed on all flagpoles visible from the street. No other flags or banners of any kind are allowed. An approved variance is required prior to attaching a flagpole to a unit. The Homeowner is financially responsible for any damage incurred by the addition or subtraction of a flagpole on their unit; The flag must be in good condition. If the flag is faded, torn, or damaged, it must be replaced. If the flag is not replaced, it is subject to removal and disposal by the Management Company. Any charge incurred during the removal is billable to the unit owner. Garden flags not exceeding 12" X 18" are allowed in patio areas.

DECORATIONS

Residents may decorate their front stoops. Items such as chairs and large statues are discouraged. Excessive decorations are prohibited. Decorative items are not to be placed in any sidewalks, or in open areas between buildings. Decorative items are to be in good condition. These rules apply to the fronts and sides of all units.

You may use decorative items directly behind your unit (outside of your deck or patio area which is yours to decorate as you wish) if the items are not placed in lawn areas or interfere with normal maintenance of the common area. Keep these items to a minimum as a courtesy to your immediate neighbors. Residents may decorate their deck or patio area.

Decorations for specific holidays may be displayed two weeks before and two weeks after the date of the holiday. For holidays in December, decorations may be displayed between mid-November and mid-January of the following year. Decorations left out longer are subject to removal and disposal by the Management Company. Any charge incurred during the removal is billable to the unit owner.

An approved variance is required for inflatable decorations. They are allowed for special occasions only, such as a graduation, wedding or baby shower, or similar celebrations. There will be a time restriction stated on the approved variance.

SIGNS

No sign or other advertising device of any nature shall be placed for display to the public view on any Lot or Unit or other portion of Property including rights-of-way (except temporary signs advertising property for sale or rent).

PLANTING AND GARDENING

The Association is responsible maintaining trees, plants, and shrubbery planted by the builder or the Association and in the common areas. Any landscape additions and modifications of trees, shrubs, or cultivated areas in common areas, require an approved variance from the Board of Directors. If the variance is approved, the Homeowner Association is thereafter responsible for maintenance of these areas. The Homeowner Association is not liable for homeowner injury caused by trimming or pruning of landscape additions. Homeowners may plant on their patio or deck and in areas immediately adjacent to their patio or deck; any such plantings shall be kept trim so as not to encroach upon neighboring property.

The Association permits Residents reasonable latitude in the selection of their individual plantings, but at the same time reserves the right to reject any that are not in keeping with the overall design and style that characterizes the area.

The Homeowner is responsible for weeding, cultivating and maintaining any plantings in the patio area and patio garden. Dead growth should be removed so as to preserve a well-kept appearance.

Trees planted in the patio areas must be at least 5 feet from foundation walls and be kept pruned so as not to touch the eaves or walls. The reason for this is that rapid growth of trees can seriously affect drainage, underground utilities, and building foundations or cause undue maintenance to gutters, downspouts or other exterior surfaces.

Plantings requiring trellises or attachment to walls or fences are permitted only if they are removable for building maintenance. An approved variance is required prior to attaching a trellis to a building or fence.

Homeowners are allowed to have up to 4 containers (pots, hanging baskets) for flowers or plants in front of their units. Pot containers are restricted to the stoop, sidewalk, or balcony floor. Hanging containers are restricted to the stoop area. No containers are allowed in bed or lawn areas. No container shall interfere with the normal maintenance of the common area. No container shall exceed 16" in diameter and 14" in height. The color of the containers shall be in earth tones to harmonize with the natural appearance of Willow Rise. No animal shapes or other like containers are allowed. Nothing may be hung over, placed on, or attached to the balcony railings.

USE OF PRIVATE ROAD AND DRIVEWAYS

- There is a 15 MPH speed limit and drivers are required to adhere to this limit.
- Unlicensed motorized vehicles and unlicensed drivers are prohibited from using the roadway.
- The use of snowmobiles and all-terrain vehicles anywhere on the roadway or common area is prohibited.
- Annually a contractor will be selected by the Board of Directors to maintain the roads and driveways during the winter months. Stakes outlining the areas to be plowed will be installed, maintained and removed by the contractor selected.

PARKING POLICY

General Parking

- Residents are asked to park their vehicles in their garages whenever possible. Vehicles that cannot be garaged may be parked in the unit's driveway.
- There is no parking on lawns at any time.
- Homeowners will be assessed for any damage to structures and/or common areas caused by their own vehicles or by vehicles belonging to their family members, guests, renters, or invitees.
- No person is permitted to park a vehicle so as to obstruct or hinder access of emergency vehicles in the event of an emergency

Vehicles, Equipment, and Storage on Common Areas and Driveways

- No trailer, boat, camper, equipment, or supplies (including firewood), may be parked or stored on common areas or in driveways, except inside a garage.
- A camper van built on a standard passenger/cargo van chassis (e.g., Mercedes Sprinter, Ford Transit, Ram ProMaster, or similar) may be parked in a resident's own garage or driveway, provided the vehicle fits entirely within the driveway or garage footprint without overhanging into the street, sidewalk, or a neighboring property.
- Commercial vehicles are not permitted to park in driveways or common areas except while actively engaged in delivery or service to a resident. When driveway space is insufficient for a delivery or service vehicle, it may park temporarily on the roadway for the duration of that delivery or service call only.

Guest and Visitor Parking

- Guests are permitted to park only in designated guest/visitor parking areas. Visitor parking spaces are reserved exclusively for standard passenger vehicles.
- Recreational vehicles (RVs), motorhomes, campers, travel trailers, fifth-wheel trailers, camper vans (including van-chassis camper vans otherwise permitted in driveways), truck campers, boats, trailers, and similar recreational or oversized vehicles are prohibited from parking or being stored in any visitor parking space at any time.

Time Limits on Visitor Parking

- No resident or guest vehicle may park in visitor parking for more than 72 hours within any rolling 7-day period. Any vehicle parked in visitor parking beyond this limit will be considered in violation and subject to enforcement, including towing.
- Repeated, rotational, or alternating parking of one or more vehicles – including moving a vehicle between spaces, swapping vehicles, or any other pattern intended to evade this 72-hour limit – is prohibited and will be treated as a continuous stay for purposes of calculating the 7-day period.
- Long-term storage of any vehicle, regardless of type, in visitor parking is prohibited

Temporary Parking Accommodation

- A resident whose standard passenger vehicle cannot temporarily be parked in its usual garage or driveway due to circumstances such as a mechanical breakdown, construction, an emergency access issue, or a verified long-term caregiver stay, must notify the HOA in writing within 72 hours of the vehicle's need to park elsewhere on HOA property.
- Upon notification, the HOA may grant a temporary accommodation allowing the passenger vehicle to park in visitor parking (or another designated area) for up to 7 days, renewable only with additional HOA approval. This accommodation applies only to standard passenger vehicles and does not extend to RVs, campers, camper vans, trailers, boats, or any other vehicle otherwise prohibited under this policy.
- Failure to notify the HOA within 72 hours may result in the vehicle being treated as a violation.

Owners are responsible for ensuring their guests comply with all parking rules. Vehicles parked in violation may be subject to enforcement action, including notice, fines, and/or towing, as permitted by the Association's governing documents and applicable law.

WASHING AND REPAIRING VEHICLES

Repairing of vehicles on the driveway or roadway is prohibited. Washing of vehicles other than those owned by the resident is prohibited.

Residents are expected to clean up any dirt left in the driveway after washing and cleaning vehicles. Debris swept or hosed out of the garage should also be removed.

PETS

Any pets owned by Owners shall be properly controlled and shall not be permitted to run loose or to be chained outdoors so as to constitute a nuisance to other Owners. Owners must accompany their pets and have their pets leashed at all times when outside the Lot owned by the respective Owner and shall clean up after their pets. Owners must also comply with any local leash laws relative to their pets. The Board of Directors may, from time to time, impose reasonable rules and regulations setting forth the type and number of pets, including fish, birds and insects, and may prohibit certain types and breeds of animals entirely.

RUBBISH COLLECTION

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 shall be kept, stored or allowed to accumulate outdoors of 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 of a scheduled pickup to provide access to persons making such pickup.

Residents are to place their containers at curbside after 6:00 p.m. the day prior to collection or early in the morning on the day of collection. Refuse Bins shall be removed from curbside after collection, or no later than 6AM the day following collection. The refuse bins must also be stored inside the garage except for collection. When placing your bins curbside, please make sure that items such as newspapers are properly secured so that the wind does not scatter them throughout the property