

## SCHEDULE B

### RULES AND REGULATIONS

In addition to the other provisions of the Declaration and By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Lots and Common Areas.

The Board of Directors acting through the property management company as agent, or acting directly, is empowered to enforce the rules and regulations, and By-Laws, according to its duties as outlined in the By-laws. It is desired that each owner be well informed on the rules and regulations in the CC&Rs (**Covenants, Conditions, and Restrictions**) in the interest of harmonious relationships and the quality of life for all concerned in the Villas at Cambridge Court Homeowners Association. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Villas at Cambridge Court community. Owners are responsible for their guests, invitees, tenants, family, etc. In the event there is a violation of the applicable legal requirements as indicated, the following enforcement and penalties will be imposed on you as owner of your property.

All members shall have the right to use Association Property/ Common Area for their recreational pleasure, consistent with the terms of this Declaration, and subject to the following:

(1) use shall be in common with all Members and not exclusive by any one Member; (2) use by one Member shall not be a disturbance or annoyance to another Member; (3) Members are personally responsible for any damage they cause to Association Properties/ Common Areas, same being repaired and restored at the Member's sole cost and expense. If not promptly completed by the responsible Member, the Board of Directors of the Association shall have the option to complete repairs and restoration, and cost of such work shall be assessed to the responsible Member as a special assessment, shall be due upon invoicing by the Board of Directors of the Association, and shall be a lien upon the Lot of the responsible Member until paid in full.

Residents may walk in their side yard between their Villa and their immediate neighbors' Villa. Walking between other residents' Villas who are not their immediate neighbor should be reserved for emergency only in order to respect the privacy of the residents.

1. All dogs four months and older must be licensed by and adhere to all the requirements of the Town of Webster Dog Ordinance. They must wear a license tag issued by the Webster Town Clerk. All dogs must be on a leash and always controlled by the owner. Any destruction or damage caused by a dog is the responsibility of the dog's owner. This includes any noisy or disturbing conduct. In addition to these governmental requirements, the following additional rules apply to dog owners within the VCC community:

- The preferred nearby areas for dog walking are the Hojack Trail, which is accessible from both pond areas, and North Ponds Park.
- Dogs may be walked along the community roadway on short leashes which extend a minimal distance on any lawn. No extension leashes may be used.
- Dogs may not be walked between or near homes, other than the owner's home.
- All waste must be immediately removed by the dog owner.
- Walks should be varied so that a dog does not consistently use the same area.

- If a homeowner requests that dogs not walk on the lawn in front of their home, that request must be honored by all dog owners.

Dogs should be walked to Pond Areas, Hojack Trail (by the southwest and southeast walkways near front and rear ponds), Town Parks or the Animal's Owner's Backyard for bathroom duties. Mailbox posts and front lawns are not for dog use. All dogs must be restrained, and all waste removed and disposed of in conformance with the "Dogs and Domestic Animals Webster Town Code".

2. Parking on the Common Areas will be in designated Parking areas only. Vehicles parked in unauthorized areas or in any manner impeding or preventing ready access to the Properties or an occupant's driveway, shall be towed from the premises at the expense of the respective owner of such vehicle. The Board of Directors of the Association, Managing Agent or authorized employee of either, may order such removal on behalf of the Association after giving reasonable notice to the owner of the vehicle to remove such unauthorized parked vehicle, if such owner can be readily located, and shall not be liable for any costs, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom. Notice is not required prior to removing a vehicle blocking the egress and ingress of another party or impeding access by emergency vehicles blocking the egress and ingress of another party or impeding access by emergency vehicles.

3. The landscaping is for the enjoyment of the Owners. **Homeowners may do landscaping only on the front and side gardens of their townhome. All trees in the common areas should not be touched by the homeowner. Those trees are taken care of by the HOA.**

4. Garbage, trash, and cuttings shall not accumulate on Lots and the Common Area. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any portion of the Properties, 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 pick-up, at such place on the Lot or other portion of the Properties designated by the Association so as to provide access to persons making such pick-up. The Association may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Properties. Please make sure you tie down your trash and recyclables to alleviate blowing trash throughout the neighborhood.

5. No work on any motor vehicles, boats or machines of any kind, shall be permitted outdoors on such Lot.

6. The only garage sales will be held by the community. No single garage sales are allowed.

7. Signs and advertising device of any kind whether temporary or permanent may be placed in front or side garden areas or windows of the home- They may not be placed in the lawn area. A limit of three signs per house and not to exceed 3-feet by 3 feet per sign.

Political signs will follow Town of Webster ordinance (45 days).

8. Unit Owner has a right to request a meeting with the Board of Managers 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, Pittsford, NY 14534, within the 30-day period.

If the Unit Owner and/or their tenant is still non-compliant at the end of the 30-day (or other specified duration) period, the following schedule of fines will be initiated:

- \$25 after 30 days of original notice;
- \$50 additional after 60 days;
- \$100 additional after 90 days. After 90 days the fine will be \$100 per month until compliance is rendered.

The Board of Directors 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 registered or certified mail of such fines. Fines assessed will be immediate and irreversible.

Subsequent offenses, for the same violation, within a 90-day period of the violation, will be treated as a continuation of the original violation and fines will be doubled

9. In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the Association, then its Board or Managing Agent shall commence legal action to enforce the rule and collect fees due the Association. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall be and shall constitute a binding personal obligation of the violator and shall be and shall constitute a lien on the homeowner's home in the same manner that an unpaid common charge constitutes a lien as set forth in the "Villas at Cambridge Court" Declaration. The Board or Managing Agent shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the Rules and Regulations as non-payment of Common Charges.

## Revisions to Schedule B Rules and Regulations

Estate Sales - are different from garage sales. An owner or beneficiary must submit a variance one month before wanting to have an estate sale due to selling the townhouse. Upon approval by the Board the estate sale can only be for 1 day and if possible, by apt. only to avoid multiple cars at one location. Other rules may be added as the BOD sees fit for each individual estate sale.