



## Homeowners Association

# Rules and Regulations

*All the rules and regulations of the Beacon Hills Association have been enacted for one primary purpose: to allow all homeowners the ability to enjoy the full use of their home and facilities with the fewest possible restrictions, and to not violate the rights of other association members to enjoy the same privileges.*

The following policies, rules and regulations have been adopted by the Board Members of our Community Association to provide reasonable use and enjoyment of the common area by members of the Beacon Hills Homeowners Association to assure enjoyment of these facilities, as an essential requirement of Townhouse living. This manual is therefore distributed to establish a guide for action to give this assured enjoyment to all, rather than a restriction of use to any. Restrictions are designed only to protect the large investment owners have made in this community. Protection of your investment, as well as potential increase in value of ownership, can only be assured by proper maintenance, management, and use of your homes and the common areas. (see Exhibit A, Article I, Definitions)

**BEACON HILLS HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS**

**Revised OCTOBER 2004**

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## **VEHICLES**

Power vehicles, except for authorized power equipment for maintenance, may not be operated on Association property. This includes, but is not limited to, mini-bikes, go-carts and snowmobiles.

Commercial vehicles, boating vessels, trailers, or unregistered vehicles may not be parked or left on Association property, except in enclosed garages.

### **Parking**

Homeowners with one-car garages have the exclusive use of two full-time parking spaces. One space is the garage and the other is the driveway, directly in front of the homeowner's garage. (Two car garages have four spaces.) A few additional parking areas are provided for guests. If homeowners must use guest spaces, after using their own, and a problem arises, a written complaint should be sent to the Board of Directors in care of the President, or to the Managing Agent. The Board of Directors will settle the dispute by referring to the Parking Rules.

**Parking is not allowed on the lawn area and repair of damages resulting from the failure to comply with this rule will be assessed to individual homeowners.**

Parking on Blue Ridge, Rockhurst Drive, Talbot Drive or Braintree Crescent is not allowed at any time.

### **Safety on Private Drives**

Speeding and careless driving on the private drives is dangerous and inconsiderate. Homeowners are asked to remind family members and guests to drive slowly and carefully, and to observe the posted speed limit signs.

Unlicensed drivers shall not operate motor vehicles on the common area at any time.

## **Enforcement**

All the rules and regulations of the Beacon Hills Homeowners Association have been enacted for one primary purpose: To allow all homeowners the ability to enjoy the full use of their homes and facilities with the fewest possible restrictions, and to not violate the rights of other association members to enjoy the same privileges.

- 1) Blocking the driveway, garage, or motor vehicle of another is absolutely prohibited. The homeowner blocked has the responsibility of asking that the blocking vehicles be moved. This request must be immediately complied with. In the event of non-compliance, or repeated occurrence, the homeowner should notify a Board member. After the first notification to the Board, a notice will be sent to the offending member stating the parking policies. The second incident involving the same person or same vehicle will result in the offending vehicle being towed away at the vehicle owner's expense. In addition, the Association will levy a fine of \$50.00 against the Association member involved. Any subsequent violation will call for a fine of \$100.00 against the Association member, plus towing expenses.
- 2) When snow is on the ground, or a storm is predicted, all vehicles must be removed from the visitor parking areas. Failure to follow this rule impedes the snow plowing operation and can cause inconvenience for other homeowners. If a vehicle is left past this time period, either a homeowner or the plowing contractor can notify the Board and it will inform the offending party in writing. If action is not taken within twenty-four (24) hours from the receipt of notice, the vehicle is subject to towing and a fine of \$25 will be assessed against the Association member involved, in addition to towing charges.
- 3) Parking on the roads or service drives will cause the same type of problem during periods of snow. The offender will be notified in writing.
- 4) A second parking offense will call for a fine of \$25.00 against the Association member involved; \$50.00 for each succeeding occasion. If the parked vehicle causes a hazard to other homeowners, it may be towed without notification.
- 5) Prohibited or illegally parked vehicles on association property are subject to towing, at the owner's expense, if not moved within forty-eight (48) hours after receipt of written notification from the Board of Directors.
- 6) Any violation to the Declaration, By-Laws, or Rules and Regulations is subject to a fine against the Association member involved and is collectible in the same manner as assessments.

## **AIR CONDITIONERS**

Air conditioner installation must have the consent of the Board of Directors. Window air conditioners may be installed no earlier than April 1<sup>st</sup> each year and removed not later than October 31<sup>st</sup>.

## **HOLIDAY DECORATIONS**

Temporary exterior decorations for the various holidays may be displayed provided that:

- 1) Decorations displayed are removed within two (2) weeks following the holiday.
- 2) Decorations that the Board deems not to be in keeping with the community's best interest must be immediately removed upon written notice. Homeowners may identify objectionable decorations to the Board for review.

## **RESPONSIBILITY FOR DAMAGES**

In the event that property maintained by the Association is damaged through negligence or culpable act of a homeowner, homeowner's guests, family members, agents, or tenants, the Association shall make necessary repairs to the damaged property. The homeowner shall reimburse the Association for said repairs.

## **TELEVISION AND RADIO ANTENNAE AND SATELLITE DISHES**

Exterior television or radio antennae are prohibited. Satellite dishes are subject to prior written permission from the Board of Directors, via variance request, and subject to the Guidelines that have been established by Association. (See page 4 for Variance Procedure.)

## **SOLICITING**

Soliciting is not permitted without the written permission of the Board of Directors. Soliciting shall not be interpreted to include candidates for public office.

## **TOYS, SPORTING EQUIPMENT AND COMMON AREAS**

Bicycles or toys found on common areas are subject to confiscation by maintenance personnel. Solid balls or bats, and activities that can cause damage to the homeowners' or Association's property, are not permitted in the common area (including driveways and roadways).

## **ADVERTISING SIGNS**

Advertising signs, except for a %For Rent+or %For Sale+sign, are not permitted to remain on a lot or structure. %For Rent+or %For Sale+signs must be portable in construction and displayed only in the window of the unit being advertised. Exterior portable signs may be displayed on common area property for a total of eight (8) hours per week and/or during times when home is open for inspection.

## **EXTERIOR CHANGES OR MODIFICATIONS**

Exterior modifications of any kind shall not be made to the properties without prior written approval from The Board of Directors. Requests for changes must include plans and specifications. The Architecture and Grounds Committee first reviews requests. The Committee's recommendations are sent to the Board of Directors for a final decision, and written notification is then sent to the requesting homeowner.

**Homeowners' requests for exterior changes or modifications can be made by filing a Variance Request with the Managing Agent.**

## **VARIANCE PROCEDURE**

The following procedure for a %request for variance+has been established to define the steps to be taken when a homeowner wishes to make an exterior change to the buildings or grounds, or to make exceptions to the Rules and Regulations.

Variance request forms are available from the Managing Agent (available now on website). The Managing Agent will forward the variance request, dated upon receipt, to the Chairperson of the Architecture and Grounds Committee.

Recommendations will be sent to the Board of Directors for final decision, to be rendered within thirty (30) days of receipt by the Board. If the Board needs further documentation and cannot act within thirty (30) days, the homeowner will be notified of a procedural denial with a request for further documentation.

If the homeowner does not wish to accept the decision of the Board, he or she may file a written appeal with the Board of Directors within thirty (30) days of the denial. A hearing will be held at the next scheduled meeting of the Board of Directors following receipt of the appeal, or at a mutually acceptable date. The Board of Directors will conduct the hearing. Both parties may request the presence of additional persons to present relevant information which may affect the decision.

The Board of Directors will issue a decision by the next Board meeting.

## **TRASH PICK-UP AND RECYCLING**

A private contractor provides trash pick-up and recycling. Space for trash containers must be provided in the homeowner's garage. Trash must not be stored in patio areas or outside a homeowner's unit.

Prior arrangements must be made for disposal of items other than household trash. Such items include carpet, furniture, appliances and remodeling debris. These items must be left at the curb. The Association's current contractor is Waste Management. The phone number for Waste Management is 254-3500.

On trash pick-up days, homeowners must place trash containers in their driveways. Trash containers and recycling bins should not be placed outside earlier than the evening before the scheduled pick-up.

Recycling is done according to Monroe County's guidelines. Recycling bins must be placed at the curb. Paper bags may be used in blue boxes (not plastic).

## **NOISE POLLUTION AND RESTRICTIONS**

There shall be no noise from any sound-producing devices that will disturb the comfort of others, day or night. All Town, County and State ordinances and laws, plus common sense and consideration will be used as guidelines. Residents should notify the County Sheriff (911) of any noise complaints.

## **GARAGE DOORS**

In order to thwart vandalism, garage doors should be left closed. Closed garage doors also add to the appearance of the private drive. Repair and/or replacement of garage doors (other than painting) is the responsibility of the homeowner. A variance request is needed if the door is replaced other than in kind. (See page 4 for Variance Procedure)

## **SALE AND RENTAL OF TOWNHOUSE UNITS**

Homeowners who have sold or rented their homes are required to give written notification to the Managing Agent. Renters have full use of facilities. Homeowners who rent their units are not permitted to use the facilities. All townhouses are part of a planned urban development known as Beacon Hills and their intended use is as single family residences. The Town of Penfield zoning ordinances prohibits all other uses.

## **PLANTING REGULATIONS**

The following guidelines have been established for homeowners who may wish to plant annuals, spring bulbs, and chrysanthemums, as long as existing beds are not enlarged or extended.

It is recommended that plants, rather than seeds, be planted to avoid damage to seedlings. No extra planting is to be done until after the Association's landscaper has completed the first trip (weeding of beds), scheduled for completion each year by Memorial Day weekend (weather permitting).

The Association will continue to provide general maintenance in existing beds. This includes 1) weeding; 2) cultivating; and 3) trimming of shrubs and other Association plantings. The Association, the mowing & trimming contractor, the tree, shrub, and bed maintenance contractor, and/or groundskeepers, are not liable if homeowner plantings should inadvertently be damaged or removed.

Homeowners will be responsible for the care of plants they have added. This includes 1) trimming as needed; 2) removal of dead blossoms at least once every two (2) weeks from plantings requiring this care, e.g. zinnias, marigolds; 3) removal of dead leaves after bulbs have made new leaves; 4) removal of annuals from ground after killing frost; and 5) cutting back of chrysanthemums after first killing frost.

If the homeowner does not meet his or her responsibility regarding care for extra plantings, the Board will issue a letter of warning. If the situation is not corrected within two (2) weeks, the Board will take action to remove the extra plants at the homeowner's expense.

### **Requests**

Any special request (pruning a shrub or tree) by a homeowner must be submitted in writing to the Architecture and Grounds Committee or the Board of Directors. Requests will be considered if they are directly related to Security and Building problems. The Architecture and Grounds Committee will review and present to the Board for their recommendation.

Extra work done by the landscaper will be dealt with as a special project. A formal proposal will be drawn up for each request. The landscaper will be paid according to the individual proposal (to include all work not specified in the Landscaping contract).



## **REPLACEMENT OF HEALTHY SHRUBBERY**

Shrubs may be replaced at the owner's expense, through submission of a Variance Request. In completing the Variance form, please sketch the location of the area involved. To obtain a Variance Request form, you can call Crofton Associates' office (248-3840), or download a form from the Crofton website ([www.croftoninc.com](http://www.croftoninc.com)). The Association requires that selection of plant material, removal of old material and installation of new material be done with the current landscaping contractor for the Association. In this way, the harmony of plantings, and continued health of the landscaping is assured.

The Association assumes responsibility for maintenance of new plantings after they are installed.

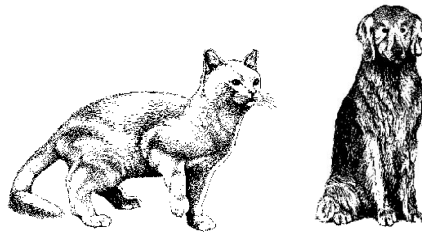
NOTE: Beacon Hills Homeowners Association will continue to replace dead and dying shrubs according to the scheduled replacement planting program. Homeowners are responsible for pet damage to Association shrubs. Any damaged shrub(s) replaced by Beacon Hills contractor at the recommendation of the Board will be billed to the Homeowner by the Management Company. The homeowner will be advised as to the replacement(s) planned, and the cost of same.

## **CARE OF SHRUBS**

Homeowners are not to trim or prune Association shrubs or trees. The Contractor (Landscaper) is to perform this service and is responsible for the healthy condition and appearance of all of Beacon Hills.

## **MAINTENANCE RESPONSIBILITIES**

The maintenance responsibilities of the Association are described in detail in Article V of the Declaration, as amended in 1995. Homeowners' responsibilities are likewise detailed in this Article V.



## **CONTROL OF PETS**

Dogs, cats, and other pets present sanitation problems, permanently damage shrubbery and landscaping, are a potential danger to children, and cause deterioration of community relations. For this reason the following rules concerning the pets in the Beacon Hills community must be adhered to:

- The Penfield Dog Ordinance applies to the common area of Beacon Hills as if it were a private residence. Maintenance personnel and homeowners should call the Penfield Dog Warden or the Penfield Animal Center to pick up dogs not on leashes or otherwise causing a nuisance. Damage caused by a pet will be billed to its respective owner. Following are telephone numbers for your information:

Penfield Animal Center: 377-8816 or [www.penfield.org/services/ac/](http://www.penfield.org/services/ac/)  
Rabies Control/Animal Bites: 274-6864  
Animal Control Investigator: 428-7274  
Lollipop Farm: or [www.lollypop.org](http://www.lollypop.org)  
Main Office 223-1330  
Cruelty Investigator: 223-6500 (24 hours)  
Emergency 223-1332 (evenings/weekends)

- Pets outside of the living unit must be on a hand-held leash and handled by someone who can control the pet. Children may be the pet's best friends but, in an emergency situation, they may not be able to control the pet's behavior.
- The owner of any pet that threatens or attacks another person or pet shall be given a warning followed by a fine.
- The owner of any pet that causes excessive noise shall be given a warning. If subsequent incidents occur, a monetary fine will be levied.
- No pet shall be permitted to be tied or chained in the common area to a fixed object (vehicle, tree, stake, fire hydrant or door knob). Violations are subject to a warning followed by a monetary fine.

- The owner of any pet causing damage to the common area shall be given a warning followed by a monetary fine.
- No pet shall be permitted to remain on any deck or patio unattended; no pet shall be allowed to create an unsanitary condition. It is the owner's responsibility to clean up the pet's waste when taking their pet for a walk, romping in gardens, or playing on lawns. The owner of any pet that does not adhere to this rule will receive a warning followed by fines.

The Town of Penfield's police power that relates to pets includes the following prohibitions against dogs or cats running at large:

- Animals with dangerous dispositions
- Maintenance of animals in a sanitary manner
- Cruelty to animals
- Animals as attractive nuisance
- Specific animals that are legally not to be kept as pets
- Restrictions on number of cats/dogs in a residence
- Barking dogs
- Requirements for prompt removal of feces
- Breeding of animals within a residence

Penalties:

- 1<sup>st</sup> Offense: Warning
- 2<sup>nd</sup> Offense: \$10.00 Fine
- 3<sup>rd</sup> and subsequent offenses: \$25.00 Fine per occurrence
- Violations are subject to the Town's enforcement as well.

**The above Rules may seem stringent, but we must keep in mind that these rules are made to keep our pets happy, and at the same time keep the Beacon Hills community not only a beautiful place to live, but also a beautiful place to visit. We need to work together to keep Beacon Hills' environment appealing, not only to our neighbors, but for you and your guests who will visit our area.**

## **HOUSEHOLD SALE EVENTS**

Any sale event which has the potential of attracting more vehicles than your driveway can accommodate is not permitted. This includes garage sales, basement sales, deck sales, lawn sales and estate sales. Selling an item or items that are placed or parked within Penfield Beacon Hills Homeowners Association is not permitted. A fine of \$300 per day will be assessed to any Homeowner conducting any type of household sale. Fines which remain unpaid for 30 days or more, will result in a lien filed against the owner's property. (Amended June 24, 2014)