



Westage at Harts Woods Condominium

Rules & Regulations

May 2024

(Revised from November 2021)

Note: The following document replaces all previous documents including the August 1987 Westage at Harts Woods Condominium Guidebook.

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HOMEOWNERS AND RESIDENTS

The following **May 2024 revised edition** of the **Rules and Regulations** will be effective on May 25, 2024.

This edition is published to assist in the proper care of the Westage at Harts Woods Condominium, to extend courtesy and compliance to your neighbors and to maintain your investment as a Homeowner. These rules and regulations **supersede** any previous rules and regulations set forth by the Board of Managers.

As a Homeowner, you also own a share of the interior and exterior common areas. We are confident that all will have a rightful sense of pride in these facilities and will use them with care.

It is the responsibility of the residents to inform visitors and make certain they adhere to all rules, regulations and guidelines of the Westage at Harts Woods Condominium.

All Owners who rent their property to another party must inform their renters of the rules, regulations and guidelines of the Westage at Harts Woods Condominium. The Owner will be held legally responsible for those actions and activities of the renting parties and their guests, which prove detrimental to the Condominium.

Violators will receive a written warning first. If not corrected, fines will follow. SEE ENFORCEMENT OF RULES AND REGULATIONS on page 10 for the schedule of fines.

If you have any questions regarding your unit, do not hesitate to contact Crofton Perdue.

Definition of Terms:

What is a Rule and Regulation?

A "rule" is a specification of a required action. It states exactly what must be done. The word "regulation" is suggested as being a little broader in meaning than the word "rule".

What is a By-Law?

A By-Law is a rule for the Board of Managers' internal operations.

What is a Guideline?

A guideline is a Board directive for discretionary action.

What is a Resident?

A resident is a person(s) who is the owner (on the recorded deed) and occupies the unit OR a tenant(s) who has a lease agreement with the owner (on the recorded deed).

The legal basis for which Westage at Harts Woods Condominium Board of Managers derives its authority to establish and carry out rules and regulations pertaining to the operation of the Condominium is found in the By-Laws.

I. **BUILDING RULES:**

1. The sidewalks, entrances and driveways must not be obstructed, encumbered or defaced.
2. Residents are required to move their vehicles to facilitate snow removal. If you are unable to move your vehicle, please ask a neighbor to help.
3. Residents are not to make excessive noise that is disruptive to their neighbors between 10:00 pm and 8:00 am.
4. Inside window treatments should appear from the outside to be professional, neat and in good taste.
5. Units should not have foggy windows or sliding glass doors or they must be replaced.
6. Window or portable air conditioning units are not permitted.
7. Units cannot be rented as VRBO or Airbnb and must be rented for a minimum of 12 months. These sites will be monitored. See attached rental information sheet and send it to the managing agent.
8. Every homeowner is to keep their contact information up-to-date with the managing agent (Crofton). Information will be used for communication and emergency purposes only.
9. Owners who have renters or intend to have renters are required to fill out the Rental/Lease Agreement sheet and send it in to the managing agent (Crofton) with each new lease.
10. Renters are to communicate any issues within their units to their landlords. Any issues and/or violations outside individual units should be reported via e-mail to Crofton Perdue at info@croftoninc.com with a copy to your landlord.
11. If you want to have a Satellite Dish, you must complete a variance form.
12. Buildings have security doors and fire doors. They are NOT to be propped open.

HANGING PLANTERS, FLOWERS, PLANTS, BIRD FEEDERS AND BIRD HOUSES:

1. Nothing is to be attached to the buildings and/or patio ceilings (including hanging planters). Planters can be hung on patio railings, but planters on the 2nd floor railings must face inward.
2. Bird houses, bird feeders (or any kind of food put out for birds) must be squirrel proof and hung from trees (not attached) or hung on freestanding hooks in the mulch area only, and cannot interfere with mowing. No feeders should be hung on patios/balconies.
3. No feeding of wildlife, except for birds (see #2). No food of any kind is to be placed outside in common areas to feed animals.
4. With an approved garden variance, you may plant flowers in front of your patio only.

PATIOS/BALCONIES:

1. Only gas grills with a 1 pound propane tank are allowed (adaptors for larger grills can be purchased at hardware stores or online for 1 pound tanks).
2. Hanging laundry outdoors is prohibited.
3. With an approved variance, removable mold/mildew-resistant outdoor carpets and mats are allowed on patios and balconies. They are not to be permanently installed.
4. Live Christmas trees can be dropped off to a designated location determined by Crofton Perdue. The location will be sent via email the next business day after New Year's Day. Make sure your email is on file.

5. The removal of snow and ice from the balcony is the Resident's responsibility. Any damage resulting from failure to remove snow and ice will be billed to the responsible Unit Owner.
6. Cleaning of patios or balconies is the resident's responsibility. The HOA is responsible for keeping them in good repair.
7. Bicycles can be stored on the bicycle rack behind the pool area from April 1st – November 1st at the owner's risk.

II. **COMMON PROPERTY: Any area outside of a unit**

1. Each unit is assigned one (1) 6 ft. x 10 ft. Caged Storage Locker (CSL). CSLs are to be constructed of wire and 2x4s; no alterations are permitted without written approval from the Board of Managers. Items within the locker need to remain visible per the Perinton Fire Marshall.
2. One door decoration is allowed per unit. A unit number will be supplied by the HOA. No items are to be hung on common area walls.
3. No items are to be placed in the hallways/common areas temporarily or permanently. Any items found outside of units or CSLs will be removed and put into storage for 90 days. There is a \$75.00 storage and retrieval fee to have the item(s) returned.
4. Nothing can obstruct the wall heating units, fire extinguishers or a unit door. According to the Fire Marshall there must be a 36" clearance in the hallways and by unit doors.
5. One "For Sale" sign may be displayed on the inside of a unit window. Freestanding "For Sale" signs may be displayed on common property during an "Open House" but must be removed at the end of the day.
6. No estate or garage sales are permitted.
7. Garbage is to be put into plastic garbage bags and placed in garbage totes in the basements. Cardboard boxes are to be broken down by the resident and placed in the recycling bins for pickup.
8. Loose food or cat litter must be placed in plastic bags prior to being placed in the garbage totes.
9. If you have items that do not fit into the garbage totes, please contact Waste Management to arrange for a special pick up. Do not leave them for weekly pick up; Waste Management will not take them.
10. **No smoking or vaping in common areas of the building. Cigarette/cigar butts are to be picked up and disposed of by person(s) smoking outside of their residence.**
11. The operation of skateboards, roller skates, children's motorized vehicles, minibikes, scooters, and snowmobiles on the sidewalks, lawns and roadways of Westage at Harts Woods is prohibited.
12. Units are not allowed to be used for businesses with public traffic; or use the premises in any manner which would be disturbing or a nuisance to other occupants (i.e. Day Care, Hair/Beauty Salons, Nail Salons, Pet Sitting, etc.)

III. **PARKING & VEHICLES: Westage at Harts Woods is a residential community and shall abide by the following parking regulation:**

1. Vehicles that do not fit within the designated parking spots are not allowed to park on the property. Parking spots are 18 feet in length. For safety purposes vehicles are prohibited to hang over sidewalks or lawn areas.

2. A speed limit of 10 MPH is in effect throughout the Westage at Harts Woods Condominium complex. All traffic and parking regulations that may be posted in the parking lots and roads shall be obeyed. All drivers shall use caution when entering, exiting and driving on the property.
3. Parking and/or storage of boats, trailers, mobile homes, campers, recreational vehicles and mini-buses is strictly prohibited.
4. Due to limited parking spaces, residents are allowed only two (2) vehicles per unit to be parked on the property.
5. All vehicles parked on the property must have a legal, current registration and vehicle inspection sticker posted on the vehicle's windshield. Current license plates must be installed and visible on the vehicle.
6. Vehicles shall park between the painted stripes and shall not park in such a manner as to block ready access to fire lanes, parking spaces, sidewalks, exits, dumpsters or other properly parked vehicles. Improperly parked vehicles are subject to immediate towing at the vehicle owner's expense.
7. Horns shall only be used when necessary for the safe operation of vehicles.
8. Vehicles must be maintained in good repair. Vehicles found to be in disrepair, such as broken windows and flat tires, shall receive a written notice placed on the vehicle's windshield. Vehicles not repaired within 5 days of being tagged shall be subject to towing at the vehicle owner's expense. If a vehicle is found to be leaking oil, gasoline, or diesel fuel, the owner will be notified immediately to remove the vehicle from the property. If not removed, it will be towed without any further notice at the owner's expense.
9. Vehicles are to be parked in designated parking areas only. Motor vehicles are not to be driven or parked on lawns or sidewalks at any time. Vehicles parked on lawn areas are subject to immediate towing. Any damage done to the lawn areas will be repaired by the Association and charged to the unit owner.
10. Repairing or washing vehicles on the property is strictly forbidden. Vehicles being repaired on the property are subject to immediate towing and Unit Owners may be assessed fines. Emergency repairs are acceptable.
11. Motorcycle owners must abide by all parking rules. Any motorcycle parked on the premises must use a kickstand plate to avoid damage to the asphalt. Damage caused by kickstands will be repaired by the managing agent and billed to the owner. Motorcycles must be parked in parking lots only.
12. Exceptions to any of the above require a written variance approved by the Board of Managers. Fines assessed for parking violations are considered additional assessments and are subject to late fees and assessment collection policies.
13. Residents who are going to be away for more than two (2) consecutive weeks must park in the designated parking area across from the old Sales Office. Contact Crofton Perdue for further details. Towing and storage charges will be enforced at the resident's expense if not in compliance.
14. Please remember to always lock your vehicles.
15. Handicapped Parking Spaces - Public policy for handicapped parking is delineated in the Federal Fair Housing Act and in the Americans with Disabilities Act. The Board of Managers will accept requests to designate a handicapped parking space for eligible individuals. **A VARIANCE REQUEST MUST BE SUBMITTED TO CROFTON PERDUE'S OFFICE along with a doctor's certificate.** If the variance is approved, resident(s) need to display their handicapped placard or license plate on their vehicle.

IV. PETS:

1. Residents are allowed 1 dog or 2 indoor cats.
2. It is solely the Resident's responsibility for all medical and financial issues in the event of a pet bite or other injuries to another person. If a pet bites or causes injury to anyone, the pet must be removed from Westage immediately and permanently.
3. Every pet must be housebroken and cannot have a history of causing physical harm to persons or property, such as biting, scratching, chewing, etc., or any other type of vicious history or tendencies.
4. No Resident shall allow any household pet to run free in any area other than the owner's unit. Pets must always be on a leash and accompanied by an adult when outside of the owner's unit. It is prohibited to allow your pet to roam free in the hallways.
5. Doghouses, staking-out or fencing-in of any pet in the common area is prohibited.
6. The placement of pet food on patios or balconies is prohibited. The confinement of pets on patios or balconies is also prohibited.
7. Pets that create a nuisance (noise, sanitation problems, etc.) for the building are prohibited. The cost of repairing any damage to the common areas by a pet will be charged to the Unit Owner.
8. Pet Owners are required to immediately remove their pet's excrement from common areas, placed in a bag and put in an enclosed trash container. The Association has provided 3 dog waste stations located by buildings 1, 15, and 28.
9. Residents of Westage at Harts Woods have the right to call Crofton Perdue if these rules are violated.
10. Residents in violation of these Pets Rules are subject to fines. See page 10 - ENFORCEMENT OF RULES AND REGULATIONS listing the fine schedule.

V. WASHERS AND DRYERS:

1. The installation of washers and dryers will not be allowed in any unit, including the LG combo unit that does not require outside venting.
2. Existing washers and dryers may remain in place but cannot be replaced.
3. Please observe laundry room hours, which are 8:00 am – 10:00 pm daily (last load in the dryer at 9:00 pm). This includes units that have their own washers and dryers in them.
4. When the existing washer and dryer must be disposed of, it is the Resident's responsibility to do so properly and at the Resident's expense.

VI. WESTAGE AT HARTS WOODS CONDOMINIUM INTERIOR & EXTERIOR MODIFICATION:

Please refer to the Matrix of items that can be remodeled or modified within your unit. It is your responsibility to read the Matrix prior to any interior or exterior remodeling or renovations.

1. INSURANCE:

- A. Contractor must provide a Certificate(s) of Insurance for the work being done.
- B. The Association's insurance agent requires \$1,000,000 per occurrence and \$2,000,000 aggregate in liability coverage and statutory Workman's Compensation coverage. The Association requires the Certificate of Insurance to name Westage at Harts Woods Condominium as additional insureds.
- C. The insurance certificates must be on file with Crofton Perdue Associates, Inc., prior to any work being performed.
- D. If you do not have these certificates on file DO NOT begin work. You are putting yourself and the condominium at risk and may be fined per the By-Laws.

2. BUILDING PERMITS:

- A. The Town of Perinton website contains detailed information on building permit requirements at www.perinton.org.
- B. Make sure you or your contractor obtain the proper permits for the work being done, i.e. demolition, electrical, plumbing, new construction, interior remodeling, etc. (This list is partial and should not be considered all-inclusive.)
- C. When work begins, the Building Permit (if required) must be displayed. If not displayed this will prompt a call to the Town of Perinton Building Department to determine if a permit is required.

3. VARIANCE REQUEST:

- A. A variance request form **must be submitted** prior to any work being done to the exterior or common elements including gardens (see garden variance form). Please see the attached Matrix for items requiring a variance. Variance forms are on the Crofton Perdue website (<https://www.croftoninc.com/westage-at-harts-woods>) and may be submitted electronically.
- B. Work may not begin until the variance request has been approved by the Westage at Harts Woods Board of Managers.
- C. Residents are responsible for removing all debris.

Any questions regarding interior or exterior modifications should be directed to Crofton Perdue at (585) 248-3840 or Info@CroftonInc.com.

THE FOLLOWING WILL NOT BE ALLOWED OR APPROVED:

- 1. Lawn rubber edging, fences, rocks or bricks in or in front of garden beds.
- 2. Personal playground apparatus which includes permanent or temporary basketball hoops, soccer nets, and T-Ball stands.
- 3. Personal picnic tables or permanent barbeque grills.
- 4. Wood burning fireplaces (pot belly stoves, fireplaces).
- 5. No awnings or other projections shall be attached to the outside walls of the building.
- 6. Charcoal or open flame fire boxes/pits. See also BUILDING RULES – PATIOS/BALCONIES.

VII. POOL RULES AND REGULATIONS:

The pool and deck are for use by all who swim/and or sunbathe. Therefore, if the facilities are to be used by both children and adults, then some noise and splashed water is to be expected. There is not a lifeguard on duty. Swim at your own risk.

1. The pool will be open from Memorial Day Weekend through Labor Day weekend. Pool hours are 11:00 am to 8:00 pm throughout the season.
2. No person should be in the pool area before 11:00 am or after 8:00 pm. Violators will be fined.
3. NO Alcoholic beverages within the pool area.
4. NO Smoking of any type in the pool area at any time.
5. NO glassware or breakable items of any kind will be permitted in the pool area.
6. NO diving.
7. NO running or rough housing within the pool area.
8. Earbuds/ headphones must be used when listening to music, videos, etc.
9. Food and drinks will be allowed if stored in non-breakable containers, and food should be eaten at the patio tables. NO food is allowed near or in the water.
10. Bodily fluids or any foreign material that would contaminate the pool are prohibited. If there is contamination of the pool, the person(s) responsible will be charged the clean-up fee.
11. No rubber pants or regular/disposable diapers are permitted in the water at any time due to contamination; it is a safety hazard to the pool filter system. Swim diapers such as Pampers Splashers and Huggies Little Swimmers are allowed.
12. Persons having colds, skin eruptions, eye infections or similar contagious or infectious ailments are not permitted use of the pool area.
13. Children under the age of 5 MUST be with an adult who is at least 18 years of age and that adult must be in the water with the child at all times.
14. Children under the age of 18 are not allowed in the pool area without an adult present.
15. Swimmers must wear swim wear attire (bathing suits). Non swimmers are allowed to wear street clothes.
16. People who leave the pool area must relinquish lounges, chairs, and tables, to allow others to use them.
 - A. Lounges and chairs are not to be reserved for others who may be coming later.
 - B. All personal belongings should be removed from chairs and deck when leaving the area
 - C. On Saturdays, Sundays, and Holidays, lounges and chairs are designated for adults.
17. Appropriate pool accessories are allowed in the pool and pool area. Swimming aids/flotation devices will be allowed (lifejackets, bubbles, arm floats). HOA/Crofton Perdue is not responsible for floatation devices left in the pool area.
18. Residents are allowed to bring guests. GUEST(S) MUST BE ACCOMPANIED BY THE RESIDENT AT ALL TIMES. There will be no exceptions.
19. The phone is for EMERGENCY USE ONLY. NO personal calls are allowed at any time from the pool phone.

VIII. ENFORCEMENT OF RULES AND REGULATIONS

The Board of Managers has adopted the following schedule of fines for non-compliance of the Rules and Regulations established for Westage at Harts Woods.

FINE SCHEDULE:

1. Unit Owners and/or their tenants who are not in compliance will be notified in writing. The Unit Owner has 10 days to correct the violation.
2. The Board of Managers and/or Crofton Perdue will follow up to ensure the violation has been corrected.
3. The 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 Crofton Perdue Associates, Inc., 111 Marsh Road, Suite 1, Pittsford, New York 14534 within the 10-day period.
4. If the Unit Owner and/or their tenant is still non-compliant at the end of the 10-day period, the following schedule of fines will be initiated:
 - a. **\$75** after 10 days of original notice;
 - b. **\$150** additional after 30 days;
 - c. **\$250** additional after 60 days.
 - d. After 60 days the fine will be \$250 per month until the violation is corrected.
5. The Board of Managers reserves the right to levy additional fines on non-compliant Unit Owners and/or their tenants. Unit Owners will be notified in writing of such fines.

OWNER INFORMATION SHEET

Owner Name: _____

Address: _____

Phone: _____

Email: _____

Vehicle(s)

Color

Make

Model

License Plate #

If rented, you MUST complete the Rental and Lease Addendum form on page 12, every time the unit has a new renter.

Pets:

Dog - 1 dog only

Cat(s) - 2 cats only - must be indoor cats.

Emergency Contact NOT living with you

Name: _____

Phone: _____ Date: _____

**WESTAGE AT HARTS WOODS CONDOMINIUM
RENTAL / LEASE ADDENDUM**

This form **MUST** be completed and sent to Crofton Perdue Associates, Inc., when entering into a lease with a new tenant. You may return it via mail, fax or email.

Crofton Perdue Associates, Inc. 111 Marsh Road, Suite 1, Pittsford, NY 14534
Fax: (585) 248-3666 Email: Info@CroftonInc.com

Note: Lease is to be for a minimum of 12 months

To the Board of Management:

Pursuant to the Rules and Regulations of Westage at Harts Woods Condominium, I/we hereby give notice that I/we intend to lease the unit located at _____ effective _____ through _____ and provide the following information:

Name(s) of Tenant(s):

Tenant(s) Vehicle(s) (Color Make Model License#)

Tenant's Phone Number(s): _____

Be further advised that I/we have supplied the tenant(s) with a copy of the Association's Rules and Regulations governing occupancy of the dwelling.

Dated: _____

Signature of Owner(s)

Owner Phone

Westage at Harts Woods Garden/Landscaping Variance Request Form

Alterations/modifications to the exterior of a condo or adjacent common area are not permitted without an approved variance. Unapproved alterations will be removed **at the owner's expense**.

Name _____

Building/Unit Number _____

Phone _____ Email _____

Garden Request:

I request permission to plant a flower garden in front of my patio not to exceed 14 feet long (including the gate) by 3 feet deep. Permission will be granted as long as the following rules are adhered to:

- A. The garden will be placed in front of the patio no larger than 14' long x 3' deep (including the patio gate) and will not encroach on any other common property area.
- B. **Flowers and Herbs only.** No trees, bushes/shrubs (including roses), vegetables and ground covers/vines; examples of groundcovers and vines but not limited to Hosta, Bishops Weed, Vinca, Pachysandra, ivy, and periwinkle.
- C. The area will be kept neat and weeded.
- D. If mulched, you must supply your own mulch. The color is to be black mulch, the same as used by the landscaper (no stones, etc.)
- E. No fencing or edging of any kind.
- F. Crofton Perdue, contractors or the HOA are not responsible for any damaged or broken lawn decorations or ornaments.
- G. The resident guarantees that the garden will be maintained. If the resident does not maintain the garden a letter will be sent to the owner and the garden is subject to be returned to grass at the owner's expense.
- H. If the owner sells their unit, the owner must notify the buyer of the garden and that it will transfer to them and it will be the new owner's responsibility to maintain. If the buyer doesn't want the garden, the current owner must return it to grass at their expense.

The garden area is the sole responsibility of the homeowner and his or her successors. Approval of this variance by the Board of Directors does not make the Board, the Association, nor any person other than the owner responsible for maintenance and/or upkeep of the approved modification. Failure to maintain the modification will subject the owner to notices, potential fines and other actions as described in the Rules and Regulations of Westage at Harts Woods including removal of the modification at the owner's expense.

Board of Directors:

_____ Approved

_____ Approved with Conditions

_____ Not Approved

Comments: _____

Date: _____

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