

HARTS WOODS
HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

REVISED July 2024

Harts Woods Homeowners 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 Harts Woods Homeowners Association, Inc. in conformance with the terms and conditions of the Restated Declaration of Covenants, Conditions and Restrictions. This document is supplemented to the provisions of the Harts Woods Homeowners Association, Inc. Restated Declaration of Covenants, Conditions and Restrictions, and By-Laws relating to the rights, privileges, and duties of the Homeowners.

HARTS WOODS HOMEOWNERS ASSOCIATION, INC.

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LIST OF CONTACTS

Emergency Phone Numbers

Sheriff.....	911
Ambulance - Perinton Volunteer Ambulance	911
Fire - Fairport Fire Department	911

Other Phone Numbers

Property Management - Crofton Associates, Inc.....	248-3840
Electric - Fairport Municipal.....	223-9500
Rubbish Collection - Suburban Disposal.....	352-3900
Recycling Collection - Waste Management.....	254-3500
Dog Warden - Perinton.....	223-0780

To request maintenance, pay assessments, or for other questions and concerns,
contact the Hart Woods Homeowners Association Property Manager at:

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

EXTERIOR MAINTENANCE

Additional responsibility items are covered in the Maintenance Responsibility Matrix.

The Association - shall provide exterior maintenance as follows:

1. All exterior structural repairs.
2. All exterior painting and staining of building and fences on a rotating schedule determined by the Board of Directors.
3. Replacement, if appropriate, of trees and shrubs placed by the Association.
4. Maintenance, repair and cleaning of gutters and downspouts.
5. Repair and replacement of all privacy fences.
6. Maintenance and replacement of driveways, sidewalks and concrete stoops. Driveways are sealed on a rotating schedule determined by the Board of Directors.
7. Maintenance and replacement of all exterior post lights installed on common property.
8. Window well repairs.
9. Maintenance of all common areas-includes mowing of lawns, plowing of roads and driveways, and shoveling of sidewalks after an accumulation of 3 or more inches of snow.

“In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, or the owners’ failure to properly maintain or repair, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such lot owner is subject.” (Declaration-Article V)

The Homeowner - is responsible for the maintenance, repair or replacement of the following:

1. Deck and porch (including attached rails) staining/painting, repair and replacement. Patio leveling, repair and replacement. Replacement of the deck, porch or patio requires an approved variance (see Property Modifications). All stain colors will be consistent with colors chosen for exterior painting and staining.
2. Patios and patio gardens.
3. Garage door repair including hardware. Electric garage door opener repair and replacement. Concrete floors in both the garage and basement.
4. Chimney cleaning. All internal fireplace repairs and replacement. It is strongly recommended that all wood burning fireplaces are regularly inspected and maintained.
5. Front door, sliding glass patio doors, windows, screen and storm door maintenance and replacement. Replacement requires a variance request approved by the HOA Board of Directors.
6. Heat pump leveling, maintenance and replacement.
7. Weeding of window wells where plastic covers are in place.
8. Replacement of all windows and glass.
9. 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.
10. Maintenance and replacement of exterior light fixtures on their unit. A variance is not required for replacement unless the style or type of fixture is changed or additional fixtures are added.
11. Maintenance and replacement of all improvements added by the Homeowner. Examples: seasonal room, awning. Replacement requires an approved variance.
12. Deicing of sidewalks. Please do not use rock salt or sodium chloride. There are several ice melting products which are calcium chloride based rather than sodium. Putting salt on concrete will cause the surface to pit; it does not harm asphalt driveways.

SERVICE REQUEST PROCEDURE

Non-Emergency Requests

All requests for service to the exterior of the unit or 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 CLAIM PROCEDURE

If a unit sustains damage as a result of a fire, or other casualty, the Homeowner needs to call the Management Company immediately (within 24 hours). The Property Manager will schedule an inspection of the property to assess the extent of the damage. On the basis of this assessment, a determination will be made on the advisability of submitting a claim to the Association's insurance carrier. If it is determined that a claim should be filed, it will be filed on behalf of the Homeowner by the Management Company. An adjuster from the insurance company will then contact the Homeowner directly. Any further concerns or questions with a claim should be handled through the Association Manager. The Homeowner is responsible for the total payment of the insurance policy's deductible.

If a Homeowner is going to be away for an extended period for any reason, it is advisable to arrange to have a neighbor, and/or friend or relative check on the home periodically and notify those mentioned above in the event of a problem.

Note: it is the responsibility of each Homeowner at their own expense to provide, as they see fit, Homeowner's liability insurance, theft and other insurance covering their personal property, damage and loss. There is a standard insurance policy, HO-6, applicable to condominium and townhouse developments. In addition, there is an HO-32 rider to the policy that covers upgrades

and improvements to the interior of the unit. Homeowners are advised to contact their insurance agents and discuss their insurance needs.

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 Association's By-Laws, Article VII (Section 1a & b).

SALE AND RENTAL OF UNITS

All Homeowners who plan to sell or rent their unit are required to give such notification in written form to the Management Company.

Homeowners selling their units are required to supply the Buyer with a Certificate of Architectural Compliance, available from the Property Management Company. The Certificate will assure the Buyer that the exterior of the unit being sold is in compliance with governing documents of the Association. It will also list all variances approved by the Board for the unit being sold. The Property Manager will make an inspection of the exterior and record any changes made to the unit and common area surrounding the unit. Any items in need of maintenance that are the responsibility of the current Homeowners will also be recorded on the certificate. Sellers may be present during the inspection if they wish. The completed Certificate will be forwarded to the Sellers' attorney prior to the scheduled closing. A fee (currently at \$125.00) to be paid to the Management Company is the responsibility of the Seller. This procedure is intended to provide the new Homeowners with information of their exterior responsibilities for combined maintenance of these areas.

Sellers are responsible to provide new owners with a copy of Harts Woods Homeowners Association Restated Declaration of Covenants, Conditions and Restrictions, and By-Laws, and a copy of the Harts Woods Homeowners Association Rules and Regulations, available on the Property Management website.

Renters will have full use of the facilities as Residents of the area, and Homeowners who rent their units are not permitted to use the facilities. The Homeowner is responsible to provide Renters with a copy of Harts Woods 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 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 Perinton 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.

If an addition is a screened porch, seasonal room, or similar structure, the portion of the exterior wall (including doors, siding, etc.) that becomes enclosed by the new structure will be classified as interior space and the Association will cease to be responsible for maintaining it.

The addition of all exterior wall mounted or ground mounted lighting requires an approved variance.

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; remediation is the responsibility of the Management Company. 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 bed areas, lawn areas, on sidewalks, on any wall area except stoop walls, 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.

GARAGE SALES

For Homeowners who intend to hold a garage sale, the Management Company and immediate neighbors are to be notified at least a week in advance. Parking will be limited to one side of the roadway for safety reasons. The Homeowner holding the garage sale is required to ensure that all Residents have access to and from their driveways and to and from Great Wood Circle. Signs announcing the garage sale are permitted the day of the sale only.

SIGNS

No advertising or political signs may be posted on the premises, including "For Sale" and "For Rent" signs. Any sign posted will be removed and disposed of by the Management Company. Homes for sale that are holding an open house may place temporary "Open for Inspection" signs during the hours of the open house event.

PLANTING AND GARDENING

The Association is responsible maintaining trees, plants, and shrubbery planted by the builder or the Association along the front and sides of the units 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. (Declaration - Article IX Use Restriction)

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. (Note: Vinca Vine is prohibited.)

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 3 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 Harts Woods. No animal shapes or other like containers are allowed. Nothing may be hung over, placed on, or attached to the balcony railings.

All flower pots, containers, garden hoses and reels, etc., visible from the street should be removed and stored inside by November 1st. Any not taken inside by November 1st are subject to removal and disposal by the Management Company at the Homeowner's expense.

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.

No person is permitted to park a vehicle so as to obstruct or hinder access of emergency vehicles in the event of an emergency.

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 the lawns at any time. Homeowners will be assessed for damage to structures and/or common areas, caused by their vehicles and vehicles of family members, guests, renters, or invitees of their unit.

No motor vehicles (other than private, passenger type), trailers, boats, campers, equipment or supplies, including firewood, may be stored (or parked) on the premises, except in the garages.

Commercial vehicles may be parked on the roadway when there is insufficient space in the driveways, only during periods required for delivery or service to the resident.

Guests are permitted to park on the side of the roadway when there is insufficient space in the driveway. No person shall park a vehicle so as to obstruct any Resident's access to their garage or driveway. Overnight parking on Great Wood Circle is prohibited. Towing of any vehicle in violation will be enforced. A sign is posted near the entrance stating the hours of enforcement are 2:00 a.m. to 6:00 a.m. Towing charges and any storage fees are at the expense of the owner of the vehicle. The vehicle may be claimed at Ricci's Towing Service, Inc., 773 Linden Avenue, East Rochester.

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.

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

Residents are urged to keep their pets under control at all times; all pets are subject to the restrictions and definitions as noted in the Perinton Dog Control Ordinance (chapters 78-3 and 78-4). Harts Woods has no designated area for exercising pets. As considerate neighbors, pet owners are expected to walk pets on the roadway and common areas that are not proximate to dwelling units of other Residents.

Pet owners are expected to clean up their pet's excrement from any common area. Residents who violate this rule are subject to an assessment to cover clean up and/or damage costs. Any damage caused by urination will also be subject to assessment. This rule is in effect at all times including months when the ground is frozen and/or snow covered.

Staking-out or fencing-in of any pet in the common area is prohibited. Dog runs are also prohibited. The placement of food outside of the unit for consumption by pets is prohibited.

The Management Company has the authority, as delegated by the Board of Directors, to remove any pet or pet apparatus that violates the preceding rules. The Management Company may call the Town Dog Warden or the Sheriff Department for assistance if necessary to resolve pet problems.

RUBBISH COLLECTION

Rubbish collection is provided by a private contractor that is appointed by the Board of Directors. Residents are requested to use solid metal or plastic containers with handles and lids that can be securely closed. Except for collection, rubbish containers must be kept inside the garage.

Residents are to place their containers at curbside or in front of their garage after 6:00 p.m. the day prior to collection or early in the morning on the day of collection. Collection service is for regular household rubbish. Non-compactable items such as furniture, appliances, rock and lawn debris, contractor's waste and the like, are not considered regular household rubbish. Residents must make special arrangements with the refuse contractor (see page 3 for name and phone number) to have these items collected at their own expense.

Residents are required to participate in the Monroe County Recycling Program. The Town of Perinton through Waste Management provides recycling collection. The blue bins must also be stored inside the garage except for collection. Please place them curbside after 6:00 p.m. the day prior to collection or early in the morning on the day of collection. In the event that pickup does not occur on the scheduled day, bins should be returned to the garage. 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.

Propane Tanks

Residents may install Propane Tanks for use on their property with an approved variance. All propane tanks must be enclosed or secured out of sight. Plans for the enclosure should be included in the variance request.

Grill and Outdoor Stoves

Due to insurance requirements, only propane grills and stoves are permitted on the property. Use of coal, kerosene, wood, or any other cooking or heating surface besides propane is prohibited.

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