

**WHITRIDGE
HOMEOWNERS
ASSOCIATION, INC.**

**RULES
& REGULATIONS**

AUGUST 2018 (Rev.)

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Revised & Approved by the Board of Directors

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WHITRIDGE HOMEOWNERS ASSOCIATION, INC. RULES AND REGULATIONS

INTRODUCTION

When you purchased your townhome you received a copy of the By-Laws and Declarations of the Whitridge Homeowners Association, Inc. (WHA). The following is a supplement to the By-Laws, published to consolidate the rules in a single document.

The purpose of this document is to ensure Whitridge continues its reputation as a high standard community, reflecting an excellent quality of life for all residents, as well as maintaining the property value of all townhomes in the community.

This supplement is approved by your elected WHA Board of Directors (Board) and applies to all owners, tenants, and their guests.

NOTE: OWNERS MUST SUPPLY A COPY OF THIS DOCUMENT TO THEIR TENANTS or point tenants to the rules at: <https://www.croftoninc.com/whitridge>

VEHICLE REGULATIONS

1. VEHICLE TYPES:

No motor vehicle or vehicles, other than a registered, licensed, and operable passenger sedan, pickup truck, or SUV, as defined or described in the Vehicle & Traffic Law of the State of New York, shall be operated or parked in the driveways or private drive.

Vehicles which MAY NOT be parked in the driveways or private drive, include but are not limited to boats, trailers, house trailers, recreation vehicles, tractors, buses, minibuses, tractor-trailer trucks or tractor-trailer cabs.

2. PARKING:

Each townhome in the community has at least two (2) dedicated parking spaces in the garage and driveway. Depending on the size of the vehicles, three cars could be accommodated.

PARKING IS NOT ALLOWED

- On any lawn.
- With vehicle extending halfway in and out of garage with garage door up.
- At the end of a unit driveway with vehicle extending into the private drive (all our community roadways are private).
- In the private drive from 2:00 am to 7:00 am.
- In any area which impedes and/or hampers access to individual driveways, snow removal, and fire/rescue efforts throughout the property.
- For connected double driveways, you are not allowed to park in your neighbor's portion of the driveway, nor use your neighbor's driveway to avoid moving cars in your driveway or to avoid clearing snow. Driveways for each townhome are privately owned.

Parking rules will be strictly enforced. A single warning will be given to anyone failing to comply with the parking rules and regulations. Repeat offenders parking in the private drive from 2:00am to 7:00am will have their vehicles towed at their expense.

Due to our narrow private drive this action is necessary to avoid potential life-threatening situations where fire and rescue vehicles may be unable to navigate through the private drives.

If you have occasional overnight guests whose vehicle will not fit in the driveway, please notify the Managing Agent by phone before 5:00 pm of that day, **AND** handwrite a note with your name/phone number and leave that note on the dashboard so emergency workers can call you if needed.

3. UNLICENSED OPERATORS:

No unlicensed operator shall operate a motor vehicle anywhere on the private drives at any time. Use of gasoline powered mini-bikes, go-carts, or scooters is prohibited anywhere in the community.

4. REPAIR OF VEHICLES:

Minor repair of motor vehicles is limited to driveways only. Major repair of vehicles is not allowed anywhere on the property. Repair which results in spillage of any automobile fluids on driveways is prohibited. Vehicles that leak fluids on driveways or the private drives must be repaired. Any accidental automobile fluid spillage on driveways or private drives must be cleaned up immediately by the vehicle owner.

5. SPEEDING:

Speeding or careless driving on the property is both dangerous and inconsiderate. All drivers must drive slowly and carefully. The speed limit in the community is 15 mph.

ARCHITECTURAL CONTROLS

6. MAINTENANCE:

Each townhome owner is obligated to maintain in good order and repair, the interior and exterior of their townhome in accordance with the provisions of the By- Laws and Declaration.

7. INSURANCE:

Nothing shall be done or kept in any townhome or in the common areas which will:

- Increase the rate of insurance of any of the buildings applicable for residential use without the prior written consent of the Board of Directors.
- Result in the cancellation of insurance on any of the buildings.
- Be in violation of any law.

Homeowners are strongly advised to review their individual insurance needs with a professional agent to protect their personal property contents from casualty, theft, etc... changes/betterments/improvements to interior finishes from the original specifications, individual liability claims, medical payments, losses due to water leakage from the roof due to lack of repair, essentially areas not part of the master policy, or qualified conditions of the Master Policy.

8. EXTERIOR MODIFICATIONS:

No exterior modifications of any kind will be made to any townhome until the plans and specifications of the desired modification have been submitted to and approved in writing by the Board. The goal is to maintain a consistent and high-quality presentation of the property. Requests for exterior changes or modifications should be submitted by the townhome owner using a Variance Form available from the Managing Agent, together with detailed plans and specifications showing the nature, dimensions, shape, length, materials, and location. The homeowner shall be notified in writing of approval within 30 days. If a request or proposal is rejected, a reason for the rejection shall be included. The townhome owner is welcome to ask the Board to reconsider its position by presenting new or additional information which might clarify the request or demonstrate its acceptability.

Should a townhome owner or their contractor stray from an approved variance form or fail to complete an approved modification, the townhome owner will be given written notice to bring the modification into compliance. Failure to correct the deviation within a specified period of time will result fines as per the Fine Schedule, Addendum 1 in this document.

9. TOWN/COUNTY PERMITS:

Possession of a town or county permit does not waive the need for Board approval of an exterior modification. Although the Board will not knowingly approve a project which is in violation of the county or town building and/or zoning codes, the responsibility for compliance with all applicable codes is solely that of the homeowner. The townhome owner requesting a modification is responsible to determine if a town permit, New York Board of Fire Underwriter's, electrical inspection, or the like, are required and to secure all such permits and inspections.

10. USE OF TOWNHOUSE:

The townhome dwelling structure shall be used for residential purposes only. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise shall be conducted, maintained or permitted on any part of the properties.

11. VIOLATIONS:

No immoral, improper, offensive, or unlawful use shall be made of the properties or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies, having jurisdiction thereof, shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the properties shall be eliminated, by, and at the sole expenses of, the townhouse owner or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property.

12. RENTING OF TOWNHOME:

No portion of a townhome (other than the entire townhome) may be rented and no transient may be accommodated therein. The Managing Agent should be notified of the tenant's name, phone number, and must be notified of the owner's new address and phone number.

Homeowners are responsible for managing their property and handling all tenant issues. All communications between the Managing Agent and Board of Directors will be directly with homeowners (landlords) and not the tenants. Any fine or other action taken in response to a tenant's violation to any WHA Rule and Regulation will be against the homeowner and not the tenant.

13. GARAGE DOOR REPLACEMENT:

Townhome owners may replace their garage doors with the following door (or a door with an in kind design): CHI Overhead garage door, brown, solid panel.

At the time of this publication, TRACEY Door Co. (328-0400) is a contractor that can provide replacement doors. As with any exterior changes or modifications, a variance form must be submitted.

14. EXTERIOR LIGHT FIXTURE REPLACEMENT:

To maintain standardization of townhome exterior light fixtures (coach, garage, and rear backyard), when you need to replace an exterior light fixture, you will need to replace it with a style, color, and material that matches the other exterior light fixtures in your townhome grouping. As with any exterior changes or modifications, a variance form must be submitted.

15. EXTERIOR DECORATION:

Townhome owners shall not hang or permit anything to be hung on the outside of windows or placed on the outside walls or doors of a building. No sign, awning, canopy, clothesline, or shutter shall be affixed to, or placed upon, the exterior walls, doors, roof, deck, or any part thereof, or exposed on or at any window, without the prior written consent of the Board. Temporary holiday decorations are permitted from October to March 1st. Gazebos, pergolas and garage door screens will be allowed May 1st to November 1st. All gazebos, pergolas and garage door screens must be in good working order and not torn, frayed or rusted.

16. ELECTRICAL EQUIPMENT (Outside)

All radio, television, or other electrical equipment, of any kind or nature, installed or used in each townhome, shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction. The owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in the townhome.

17. ADDITIONAL COMMUNICATION EQUIPMENT:

Satellite dishes and antennas may be installed. Residents must comply with installation guidelines and requirements established by the Association. As with any exterior changes or modifications, a variance form must be submitted. A maximum of one satellite dish or antenna may be installed.

18. HOUSE NUMBERS:

Four (4) inch, white, reflective house numbers, must be installed on each townhouse, in accordance with the Town of Perinton Fire Code. The approved model and manufacturer identification is The Hillman Group. Nail-on silver reflective plastic numbers, available at Home Depot.

19. GRILLING, FIRE PITS AND OTHER OUTDOOR HEATING APPLIANCES

- In order to ensure the safety of all residents and protect townhome owner's property, all grills must be used at least 10 feet from any townhome. All grilling areas should be kept free of combustible material. Grilling inside garages is a fire hazard and is prohibited.
- All charcoal grills, wood burning fire pits and chimineas must be at least 25 feet from any townhome structure and need to conform to the Perinton Fire Code Standards for Recreational Fires.
- Outdoor propane heating appliances, such as fire pit tables and patio heaters are allowed. As recommended by the community's Master Insurance Policy agent, these appliances should be at least 10 feet from any townhome structure, and follow all manufacturer's guidelines for the appliance.

20. OTHERS - REGULATIONS:

- Sheds are not permitted in any yard or on any deck.
- In ground and above ground pools (not including kiddie pools) are not allowed.
- If items are to be stored underneath a deck, lattice must totally enclose the underside of such deck. The lattice is to be wood and a traditional diamond pattern, and stained with Sherman Williams "Woodscapes Acrylic Solid" – Lodge Brown – SW3007.
- Swing sets are allowed in back yards only. A variance request form must be submitted prior to installation.
- All windows must have appropriate interior window treatments (e.g., curtains, blinds, shades). It is not permitted to use blankets or sheets as window treatments.
- Window air conditioning units are allowed.
- Free standing clothes lines are not permitted.

MAINTENANCE:

21. STAINING:

Each owner shall stain their unit (typically not less than a 5 year cycle) between April 1st and October 1st with a product and color approved by the Association. The Board may extend or postpone the stain cycle based on annual review of the stain. Visual inspections by the property manager and Board will determine when to stain. Owners are encouraged to work together with the other owners in their townhome grouping to get the most uniform result when staining.

Stain Specifications – available from Sherwin Williams:

Exterior Body Color: “Woodscapes Acrylic Solid Stain” – Ranchero Red – SW3044 Exterior Trim Color: “Woodscapes Acrylic Solid” – Lodge Brown – SW3007
Front Door: Acrylic Enamel Paint - Salem Red –SW 3018 or equal

Garage Overhead Door: If it is new steel in chocolate brown NO paint or stain necessary. If it is an original wood door then stain the door – Lodge Brown–SW3007

Deck – everything but deck floor use: “Woodscapes or Deckscapes Acrylic Solid” – Lodge Brown – SW3007

Deck surface: Use “Woodscapes or Deckscapes” – Lodge Brown – SW3007 Foundation Block: Can be painted with the Exterior Body Color
Privacy Fences Color: “Lodge Brown”

22. DRIVEWAY SEALING AND MAINTENANCE:

It is recommended that each Townhouse owner shall seal their driveway between April 1 and October 1st every 3 years. At the Townhouse owner's discretion, the driveway may be sealed more frequently provided:

- The driveway is also sealed in cycle, during the months listed above, and
- In the case of connected double driveways, both halves are sealed at substantially the same time (within 10 days) and with the same product.

Driveway “potholes” and broken asphalt are required to be repaired by the townhome owner.

23. LANDSCAPING:

Bushes, shrubs, and trees must be pruned to present a neat, uniform appearance. At no time are trees allowed to touch any townhome roof. Dead trees, bushes and shrubs must be removed. For tree removal, the townhome owner must submit a variance to the Managing Agent for Board approval. At the time of this publication, yard debris, brush and tree cuttings only, (no grass or garbage) will be picked up at the curb by a landscape company on the last Tuesday of each month. Owners should schedule landscape clean-up so that yard debris is not left at the curb for more than a day or two before pick-up.

NOTE: Homeowner’s contractors are responsible to clean-up and remove debris from tree removal and tree pruning. If your contractor must use another owner’s property to work on your landscaping, you must get permission from the owner prior to entering onto their property. Any damage to another owner’s property, as a result of landscape work, must be repaired, to the owner’s satisfaction, as soon as possible.

24. GRASS TRIMMING AND LAWN MAINTENANCE:

Each lot owner shall mow their grass to a height not to exceed three (3) inches weekly. Damaged lawn areas are to be reseeded by the townhome owner.

25. LEAF RAKING:

Each lot owner is responsible to regularly rake their leaves and ensure the leaves are disposed of properly. In the fall, a landscape company will pick up leaves left at the curb. Watch for notices on leaf pick-up. NOTE: Owners are to place, leaves only, at the curb for fall pick-up. STICKS, BRANCHES, AND GRASS are NOT to be placed at the curb for pick-up.

26. ROOF & GUTTERS:

Repair and replacement of roofs are the responsibility of the townhouse owner. Owners are required to comply with the roof repair/replacement specifications, listed below. As recommended gutters should be checked and cleaned at least once annually, twice on wooded sites due to excessive leaf accumulation. Failure to properly maintain Roofs or Gutters could result in the waiver of any Association insurance coverage.

The Roofing Specs:

Owens Corning "Lifetime Duration" **architectural** shingles, Color: "Brownwood" Heavy duty aluminum rake and drip edge color is brown, ridge-vents, color is brown

27. PET REGULATIONS:

In the interest of your investment, your relationship with your neighbors, and your pet's welfare, dogs cannot be allowed to roam the property.

According to the Perinton Dog Control Law:

It shall be unlawful for any owner of, or any person, harboring any dog in the Town of Perinton, to permit or allow such dog to:

- Run at large, unless said dog is restrained by an adequate collar and leash, or unless accompanied by its owner or a responsible person able to control the animal.
- Engage in habitual loud outdoor howling or barking or conduct itself in such a manner as to habitually annoy any person other than the owner or person harboring such dog.
- Cause damage or destruction to property or commit a nuisance upon the premises of a person other than the owner or person harboring such dog.

Due to liability issues and a homeowner's right to cross another townhome owner's property to access their property, invisible fencing is not allowed in the community.

- Dogs must be curbed to defecate or urinate on another owner's mowed grass area. Any owner, or their tenant, whose dog or cat violates this rule will be subject to a \$25.00 fine per occurrence, if the defecation is not immediately removed from above-mentioned areas, and disposed of properly.
- Dogs may not defecate or urinate on another owner's shrub beds, gardens, or driveway or in the WHA managed mailbox beds.
- Owners of dogs that habitually no-stop bark when left alone inside units, after a warning, will be fined \$25 each occurrence. .
- The sheltering of pets within units, which create a nuisance or unreasonable disturbance, is prohibited.
- A maximum of two (2) pets, dogs or cats, per townhouse is permitted.

GENERAL INFORMATION:

28. GENERAL UPKEEP

The property (including yards and driveways) in the Whitridge community is private property. Use of another Owner's property, including recreational use and unnecessary walking upon, without the Owner's permission, is prohibited, due to liability, should these actions result in injury to the offending party.

Townhome owners shall clean, keeping unsightly objects, rubbish, and debris from their porch, patio, deck, and yard. This is especially important immediately before and after the winter season.

Keeping your driveway and front entrance free and clear of leaves, snow, or any object which may result in another individual's injury is recommended to help prevent potential lawsuits related to such injury.

29. TIDINESS

- Garbage cans and totes must be stored in the garage at all times except on the night before and on the day of garbage.
- Unwanted items that are too big to be placed in totes are only to be put out on your property the night before and on the day of garbage pick-up. Owners must arrange for pickup of large items with their garbage collector.
- Owners are responsible for ensuring that any discarded items, theirs or their tenants, are picked up by their garbage disposal service.
- If your property has road frontage on Willingate Road, the town of Perinton will pick up specific items. See <http://www.perinton.org/Departments/Highway/trashdebrisrecy> for details.
- All toys, bicycles, rakes, shovels, brooms, hoses, lawn and other power equipment, etc., should be removed from your yard when not in use.

30. LAWN AND PICNIC FURNITURE

Lawn/picnic furniture may not be kept in the front or side yard.

31. JACUZZI

Jacuzzi/hot-tub may be installed on the rear deck, but are subject to the following regulations:

- An approved variance request from the Board is required
- A permit from the Town of Perinton is required
- Use is limited to the hours of 8:00 am. to 11:00 pm.
- When not in use, the Jacuzzi must be covered and locked.
- Proper bathing attire must be worn at all times.

32. KIDDY POOLS

Kiddy pools must be drained nightly and stored inside the townhome or underneath an enclosed deck.

33. LAWN ORNAMENTS

To maintain the curb appeal of the property, large lawn ornaments are not permitted in the front and side yards.

34. DEBRIS REMOVAL

Grass, stones, snow, or any other debris shall not be swept, blown, shoveled or plowed into the private drive.

35. SIGNS

- "FOR SALE," "FOR SALE BY OWNER," "FOR RENT," and "FOR LEASE" signs are permitted but may not be larger than five (5) square feet. These signs may only be placed by the mortgagee, sponsor, Managing Agent, or their agent.
- Signs advertising commercial services are not allowed to be permanently displayed in townhome yards.
- Townhome owners must contact the Managing Agent by phone or email before placing signs placed in any common areas (private drive and mailboxes).

36. ANNOYANCE CONTROL

No noxious or offensive activity shall be permitted in any townhouse or common areas, nor shall anything be done therein, either willfully nor negligently, which may be or become an annoyance or nuisance to the other townhouse Owners or occupants.

37. EMERGENCY ADMITTANCE

In the event of an emergency (fire, gas, or electrical), to ensure the safety of our residents and property, a Board Member or the Managing Agent may facilitate entry into a townhouse by the organization attempting to deal with the emergency (fire department, utility company, sheriff's department).

38. KEYS

If any key or keys are entrusted to a townhouse owner or occupant or to any member of his/her family or to his/her agent, employee, licensee or visitor of an employee of the Board of Directors, whether for a townhouse or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of the townhouse owner or occupant. The Board of Directors shall not be liable for injury, loss, or damage of any nature, whatsoever, directly or indirectly, resulting from or connected with the entrusting of keys.

Replacing mailbox locks and/or keys is the responsibility of the townhome owner.

39. REVISION OF RULES AND REGULATIONS

These Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.

40. WHA FEE PAYMENT:

The annual assessment is invoiced on January 15th and payable within 30 days of invoice. Late fees and collection costs will apply after February 15th if no payments have been received.

An annual assessment, for your portion of Master Insurance Policy, is invoiced on September 1st and payable within 30 days of invoice. Late fees and collection costs will apply after October 1st if no payments have been received.

41. FAILURE TO COMPLY WITH RULES

Failure to comply with a rule or regulation will result in a written notice being sent to the townhouse Owner from the Managing Agent. Townhouse Owners will be given a specified period of time to correct the violation. The Association reserves the right to issue a fine for failure to comply with a written request. See Addendum 1 for fine schedule.

If you believe that your townhome neighbor's failure to follow the WHA Rules and Regulations are detracting from your property's value or your quality of life, if you feel comfortable doing so, first talk to your neighbor (or the townhome owner) and attempt to resolve the issue. If you do not feel comfortable talking to your neighbor, or if talking to your neighbor does not resolve the issue, you may escalate the rules violation to the Managing Agent.

42. NOTE: Prior notice is not required for vehicles subject to immediate towing.

Addendum 1

Whitridge HOA

Fine Schedule for Noncompliance with Rules and Regulations

(Adopted by the WHA Board of Directors on December 5th, 2016 to replace fees in Section 45 of the Rules and Regulations)

In addition to the specific powers to enforce these rules and regulations as otherwise stated herein, the Board of Directors has adopted the following schedule of fines to enforce compliance with the Rules and Regulations established for the Whitridge Townhome Community.

1. Unit Owners and/or their tenants who are not in compliance with any given rule or regulation will be notified in writing by letter sent by registered or certified mail. This notification will be considered a 30-day (or other specified duration) notice to the Unit Owner to correct the violation and will include a specific description of the violation.
2. The Homeowner will be given 30 calendar days (or other specified duration) to correct the violation described in the written notice.
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 Property Management, Crofton Associates, Inc., 111 Marsh Road, Pittsford, NY 14534, within the 30-day period.
4. 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.

5. 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.
6. Subsequent offenses, for the same violation, within a 90-day period of the date of the last violation, will be treated as a continuation of the original violation and fines will be doubled.