



WHITNEY HIGHLANDS
HOMEOWNERS ASSOCIATION
GENERAL INFORMATION
&
REGULATIONS

2023

HANDBOOK

WHITNEY HIGHLANDS HOMEOWNERS ASSOCIATION, INC.

GENERAL INFORMATION

AND

REGULATIONS

**Prepared for the Homeowners by the Board of Directors of
WHITNEY HIGHLANDS HOMEOWNERS ASSOCIATION,
INC.**

As is true with most townhouse developments, living in a shared community such as Whitney Highlands has rewards and benefits, but also imposes certain obligations and restrictions upon the homeowner for the well-being of all and the preservation of the value and desirability of the individual properties. We have prepared this document with the hope that it will facilitate your enjoyment while living in Whitney Highlands and make it a better place for all.

The regulations included here are in conformance with the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions and By-Laws of the WHITNEY HIGHLANDS HOMEOWNERS ASSOCIATION, INC. The regulations are a direct quote or interpretation of the document, or are from proceedings of the Board of Directors, establishing Association policy.

Please review this document in detail and file with other important information on your property.

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I. SOME IMPORTANT HIGHLIGHTS

These are brief summaries. See the appropriate section of this document and your DCCR and By-Laws for additional information.

A. Contact Crofton Associates, Inc., 111 Marsh Road, Pittsford, NY 14534, 248-3840, or fax at 248-3666 to report damage, to request maintenance, to secure an application for a variance, to register a complaint, for general information or, 24 hours a day for emergency service concerning matters for which the association is responsible.

B. Whitney Highlands Homeowners Association Inc. is responsible for external maintenance except windows, light fixtures, air conditioning units, screens, doors, storm doors, fences, decks and homeowners' additions.

C. A variance is required for **all external changes or replacements**. Anything that changes the appearance of the unit or the common area adjacent to your home requires a variance prior to the work being done.

D. Homeowners must use driveways and garages to their fullest extent prior to parking on the road. Street signs and seasonal parking regulations must be honored. Additional cars may be parked on a short-term basis in the visitors' parking lot or alongside the roadway.

E. All pets must be leashed at all times. Pet owners must promptly remove and properly dispose of all pet droppings. Pets must not be permitted to urinate on shrubs.

F. Signs of any type may not be displayed. Exceptions limited to security signs of reasonable size.

G. Clotheslines or poles, awnings, trailers, boats, and structures of a temporary nature, such as tents or sheds, **are prohibited.**

H. No sustained activity, which interferes with the peaceful possession and proper use of homes by the residents, will be allowed.

I. The Whitney Highlands Homeowners Association, Inc. Board of Directors meets on a regular monthly basis, usually, the third Tuesday of each month at 4:00 p.m. Monthly meetings are held at Crofton Associates. If you have a special concern, are interested in learning more about how the Association business is conducted, or would like to be on the Board, please feel free to attend for the first half hour of the meeting. Call the management company to confirm place and to have special items placed on the agenda.

J. The Association does not have a master key for any units. If you have a main water turn-off for your building (see page 11), please be sure that Crofton has your phone number(s) for an emergency. If a neighbor or friend has a key to your unit, we request that you also give that name and emergency number to Crofton.

K. Clearing sidewalks and stoops are the responsibility of the resident. Calcium Chloride, not salt, is to be used on stoops, steps or walkways, but only when absolutely necessary, to avoid damaging the cement.

II. HANDY INFORMATION

To request maintenance or obtain general information, contact the Managing Agent weekdays between 8:30 AM and 5:00 PM:

Crofton Perdue Associates, Inc.....248-3840

111 Marsh Road Pittsford, NY 14534

(This phone is also a 24-hour hotline

for emergencies only outside regular business hours)

Mr. Dylan Krall is our Property Manager

- * Fire, Sheriff, Ambulance.....911
- * Animal Control – Perinton.....223-0770
- * Fairport Municipal Electric..... 223-9500
- * Spectrum..... 855-243-8892
- * Monroe County Water Authority.....442-2000
- * Waste Management..... 421-6214

III. WHEN YOU ARE AWAY

When you leave for an extended period of time, it is recommended that you:

- * Tell a neighbor and the Managing Agent how you can be reached in case of an emergency. If you have a vacation home or if there is someone you always wish to have contacted in case of an emergency, tell the Managing Agent to note this in your file.
- * Give someone a key, and ask him or her to check at least once a week.
- * Stop newspaper, magazine, and mail deliveries.

IV. DCCR and By-Laws

You should have received a copy of the By-Laws of Whitney Highlands Homeowners Association, Inc., and the Declaration of Covenants, Conditions, and Restrictions (DCCR) to the Whitney Highlands Deed. The regulations herein come directly from the DCCR, or from Association policies which elaborate on items covered in the DCCR. The DCCR is on file with our individual deeds in the County Clerk's office and describes what we agreed

to at the time of purchase just as the deed establishes the piece of property which we agreed to buy at the time of purchase. The DCCR/By-Laws were updated in October, 2023.

V. BUILDINGS, GROUNDS AND LANDSCAPE
MAINTENANCE AND INSURANCE RESPONSIBILITIES

In the Declaration of Covenants, Conditions, and Restrictions (DCCR), there appear many policies that stipulate the responsibilities of the homeowner and the Association in the daily operation of the Association affairs. These outline in detail items that are clearly the responsibilities of the homeowner and those which are the Association's. To avoid any misunderstanding on the homeowner's part, to clarify some misunderstandings, and to provide a consistent and fairly-applied policy to avoid "free" service to some at the expense of others, we have prepared the following Chart of Responsibilities covering the areas of Buildings, Grounds and Landscape, and Insurance.

The chart that follows in condensed form notes the following information: Item/Service, Association Responsibility, Homeowner Responsibility, Other. This should allow for a quick reference and hopefully will lead to improved continuity over the long term.

ITEM/SERVICE	ASSOCIATION	HOMEOWNER	OTHER
Roof	Repair/Replace		
Exterior Walls (Including trim,shutters, brickwork)	Repair/Replace/Paint/Stain/Grout/Seal		
Exterior Doors	Paint	Repair/Replace	
Storm Doors, Windows, Screens		Repair/Replace	
Chimneys & Vent Caps	Repair/Replace		TBD
Gutters & Downspouts Including Cleaning & Connection to Storm Drain	Repair/Replace		
Light Fixture on Front & Patio Porches	Replace	Maintain	
Heat Control Valves in Units		Repair/Replace	

Hot Water System		Repair/Replace	
Utility/Plumbing Lines Servicing One Unit		Repair/Replace	
Mailboxes	Repair/Replace	Locks/Keys	Post Office
Address Numbers on Units	Repair/Replace		
Decks/Patios		Repair/Replace (Homeowner Additions)	TBD
All Approved Changes Added by Homeowner		Repair/Replace	
Fences		Repair/Replace	
Asphalt	All		
Trees/Shrubs	Maintenance Only	Replace	
Walks/Stoops & Steps	All		
Common Area Lighting	All		
Snow Removal	Roads and Driveways	Sidewalks and Stoops	
Storm Sewer/Sanitary Sewer	All		
Dedicated Water Mains			MCWA
Telephone Lines			Spectrum
TV Cable			
Fire & Casualty for Buildings	All		
Interior Fire & Liability		Contents & Liability	
Deductible	All (Unless caused by negligence or malicious act of any owner)		

A. Requests for Service

Homeowners are asked to report any damage to a building. All requests for services and follow-up should be directed to the Managing Agent. The cost of maintenance service is not included in the Managing Agent's annual fee. The Association pays the Agent for labor on an hourly basis and for materials used.

B. Making Changes and Obtaining a Variance

No changes to the grounds or to the exterior of the buildings are permitted **without an approved variance** from the Association. Examples of modifications that require a variance are storm windows, windows, storm doors and fences, and removal and planting of shrubs or trees. Variances are required for all exterior additions and replacements. Application forms may be

obtained from the Managing Agent and returned to the Managing Agent when completed. This form calls for plans and specifications describing the kind of material, shape, height, location, and anticipated completion date for the change. After review by the Board of Directors, the Managing Agent will notify the applicant of the results by letter. (See Variance Request Form at the end of this booklet.)

C. Landscaping and Gardening

The Board of Directors has adopted a Landscape Policy that is summarized here:

- All trees, shrubs, and lawns in common area are maintained by the Association. No homeowner shall move, remove, add or otherwise change the landscaping in common area. A homeowner may landscape or garden the side or rear of their unit (with a variance) and/or inside their fenced-in areas, but those sections are then the homeowner's responsibility to maintain. No tree, shrubs, bushes or other planting shall be added or removed from the front of a unit without prior permission of the Board of Directors (variance required).
- The Association is responsible for the maintenance (but not replacement) of all shrubbery and other planting in the front of the units. The Association is not responsible for the maintenance or replacement of trees, shrubbery or other plantings on side or rear of units.
- Maintenance of lawns, shrubs and trees inside fences, whether or not they can be accessed by a gate, are the total responsibility of the homeowner.
- The cost of replacing any trees, shrubs or bushes will be the responsibility of the homeowner. A variance is required.
- Residents are encouraged to water lawns and shrubs. However, hoses and sprinkler equipment are homeowners' responsibility and are to be removed from the lawn areas when watering is completed.

- Hose reels and/or hooks may not be mounted to the exterior of the unit without a variance.
- During the winter months, all hoses must be disconnected from faucets and should be stored inside the unit.

D. Plantings/Plant Containers

- Flowering annuals/greenery when planted in the front, side or rear of a residence are to be maintained by the resident. Annuals should be pulled up no later than November 15, and perennials should be cut back neatly.
- Appearance of plants on decks and patios should be as neat and attractive as those in the front of the unit.
- Planting of vines on walls and chimneys is **prohibited** due to possible damage to brick and wood surfaces.
- Planters in front of unit cannot be over 24" in length or height.

E. Maintenance of Additions by Homeowners

Per the declaration, the Association will not pay for the maintenance and repair of an addition or modification to a unit constructed by a current or previous homeowner. The maintenance, removal and replacement of such additions is the responsibility of the homeowner. If this maintenance does not meet Association standards, as defined by the Board of Directors, action will be taken. The Association will first contact the homeowner and request the repair or removal. If nothing is done within 30 days, the Association will correct the problem by removal, if necessary, and bill the homeowner.

VI. USE OF PROPERTY

PARKING

Unfortunately, Whitney Highlands has narrow private roads; they are not dedicated to the Town of Perinton. Therefore, it is necessary to enforce parking rules to assure access for emergency vehicles, and in winter, snow removal equipment. Rules are necessary to ensure the timely passing of any emergency vehicles who may be called to the neighborhood.

- *NO OVERSIZED TRUCKS, VANS, BOATS, MOTORHOMES, CAMPERS OR COMMERCIAL VEHICLES MAY BE PARKED ON THE ROADS OR DRIVEWAYS AT ANY TIME, YEAR ROUND.*
- *There is NO overnight parking on any of the streets in Whitney Highlands*

There is no parking in the Belinda Circle from November-April.

Street Parking - DAYS - WINTER: FROM NOVEMBER 15 TO APRIL 1: NO PARKING ON WHITNEY HIGHLANDS STREETS. Also, during that time, it is requested parking be refrained from in the small lots at the west ends of Bucklebury Hill and Hollingham Rise so that these areas can be used for excess snow removal. To allow for plowing, be sure that your vehicle does not extend into the roadway.

Street Parking - DAYS - SUMMER: FROM APRIL 2 TO NOVEMBER 14, TEMPORARY SHORT-TERM PARKING is allowed on the side of the street designated by the sign. Residents are expected to use their garages and driveways for parking of vehicles, before parking in the visitor lots. Vehicles are to be parked in such a fashion not to extend into the street and are not to be parked perpendicularly.

The following are in addition to the parking regulations that are stated on the signs:

A. No parking on lawns at any time. Damage to lawns caused by any vehicle will be charged to the responsible owner. In the case of visitors, the host will be charged.

- B. Unlicensed/Unregistered vehicles must be stored in garage.
- C. Leaking/Damage from vehicles on driveway, road, lawn or visitors lot is the responsibility of the owner of the vehicle.
- D. All-terrain vehicles, boats, camping equipment, snowmobiles should be stored in the garage only.
- E. Parking areas are not for storage of vehicles, snowmobiles, or all-terrain vehicles.
- F. Vehicles with lettering and oversize vehicles should be parked in the visitor's lot, not driveways.

Vehicles in violation of these rules and those stated on the signs are subject to be towed at any time. The Association is not responsible for notifying the owner of a vehicle before towing and once the towing company has been summoned, that vehicle owner is still liable for the expense incurred. Any costs for the repair of damage caused by vehicles may be charged back to the homeowner.

PETS

Residents harboring a pet are responsible for the conduct of that animal at all times.

- A. All dogs are required to be on a leash and attended to at all times.
- B. Dogs may not be chained in the front of a unit or garage.
- C. Cleaning up of all pet droppings, even on your own property, fenced or not, is expected to be done by the pet owner.
- D. If dog is placed in the back of a unit, it must be confined in such a manner as to not stray onto neighboring property.
- E. No pet houses are permitted outdoors.
- F. Dogs shall not become a nuisance to neighbors in any manner, including prolonged barking or howling.
- G. Any damage caused by any kind of pet will be repaired at the pet owner's expense.
- H. The use of invisible fencing requires a variance permit prior to installation.

Other Regulations

- **Major repair work** on any motor vehicles, boats, etc. is not permitted in driveways or roads.
- **Play equipment** portable or otherwise cannot be erected in front, side, or rear yard.
- **Signs**-one For Sale sign no larger than 2'x3' is allowed in a single window. Small security signs are allowed. Open House signs are allowed during open house hours only. No other signs are allowed.
- **Seasonal lighting or decorations** may be displayed on or around the front and garage door entrances up to four weeks prior and two weeks after the holiday. Any damage incurred to the exterior of a building due to decorations is the responsibility of the homeowner.
- **Air Conditioners:** Certain units which protrude from windows are allowed from April through October only. A variance request must be submitted for any air-conditions installations.
- **Clotheslines** are not permitted.
- **Commercial and Professional Activity** is not allowed on Whitney Highlands property. This does not preclude operation of an in-home office where business is primarily conducted by telephone.
- **Garage Sales** are limited to two per year, per unit. When a garage sale is to be held, the sign must be free standing and not mounted to any common area such as, street signs, posts or trees. Signs shall be presentable they are to be promptly removed by the time the garage sale ends.
- In the absence of street lights, front **lights** (over garage or by front door depending on unit's design) are to remain on at night. Light bulbs are to be white in color, 60 watts. The maintenance and upkeep of the lights is the responsibility of the homeowner.
- **Satellite dish** installation requires prior variance approval.
- The use of **Charcoal Grills** is not permitted to be used in the association. Gas Grills are permitted but must be at least 5 feet from any structure. Homeowners who violate this regulation will be fined \$100 for each infraction in accordance with Article XI of the Declaration of Covenants, Conditions and Restrictions, Page 27, Section 11.02 Paragraph B., "Penalties & Fines."

- **Outdoor Furniture:** No outdoor furniture may be placed on the front lawn of a Unit, including chairs, tables, couches, planters over 24 inches, etc.
- **Front Doors:** Owners are allowed to paint their front doors the color of their choice (solid color only, no patterns or designs), and assume responsibility for the maintenance and upkeep (Variance required).

FENCES

All fences require a variance request. Maintenance of all fences is the sole responsibility of the Homeowner. Fences must be maintained according to the standards established by the Board of Directors.

PATIOS & DECKS

Deck and patio areas should be used with discretion as not to cause unsightliness or visual pollution of the area. All modifications, replacements, and additions to patio and decks require a variance.

NOISE AND ODORS

Residents are responsible to provide their neighbors with a common quiet environment.

- Please avoid excessive noise levels when hosting parties and particularly when using radios, televisions, and stereo equipment.
- All work with respect to the interior of any unit shall be done so as not to interfere with other resident's use and enjoyment of their unit.

TRASH & RECYCLING

All trash and recycling is to be kept indoors until **after 5 PM on Sunday**. The resident is expected to call the disposal company to arrange for a special pickup for any unusual item such as appliances, rugs and the like.

The Town of Perinton trash pick-up site is located on Belinda Crescent at the top of the hill at the curb by the fire hydrant. The Town will not pick up any items in

bags and will not take furniture, building materials, paint cans or household items. It is primarily intended for shrubbery. As with Whitney Highlands trash pick-up, items for Town trash may not be put out before 5 PM of the evening before pick up.

Water Shut-Offs

Whitney Highlands is on common water. The shut-offs for each building are located in the following units. Each unit also has a shut-off specifically for that individual unit.:

Location of Water Shut-Off	Units Served by this Shut-Off
1 Arbor Ct	1-17 Arbor Ct.
2 Arbor Ct.	2-12 Arbor Ct.
33 Arbor Ct.	19-33 Arbor Ct.
8 Bucklebury	2-8 Bucklebury
16 Bucklebury	10-16 Bucklebury
29 Bucklebury	15-29 Bucklebury (2 bldgs)
24 Bucklebury	24-30 Bucklebury
35 Bucklebury	35-49 Bucklebury (2 bldgs)
36 Bucklebury	36-50 Bucklebury (2 bldgs)
11 Hollingham	1-11 Hollingham (2 bldgs)
15 Hollingham	15-21 Hollingham
24 Hollingham	14-24 Hollingham
33 Hollingham	23-33 Hollingham
39 Hollingham	39-53 Hollingham

VII. COMPLAINTS & PENALTIES

Any resident may register a complaint by writing or calling the Managing Agent. Writing generally results in more effective communication. Normally, the following steps are followed until the issue is resolved:

1. The Managing Agent writes a letter to the responsible homeowner explaining the complaint and requesting its correction.

2. The occupant or responsible homeowner may choose to meet with the Board for a hearing.
3. The Board will levy fines as necessary. In situations where Homeowners fail to make requested repairs, the Association will make those repairs and charge the Homeowners for the work.

VIII. CONTINUING SERVICES

Snow plowing of driveways and private roads is done by our contractor. Our contract calls for plowing when the snowfall is three inches or more. When possible, the plowing is done early in the morning. The sidewalks and stoops are the responsibility of the Homeowner.

IX. MONTHLY FEE AND SPECIAL ASSESSMENTS

The monthly fee is due on the first of each month and must be paid directly to the Managing Agent. An additional fee of \$10 is charged for each late payment (after the 15th of the month). If late payments accumulate, the account will be turned over for collection after three months at the Homeowners expense. If the problem continues, a lien will be filed against the property.

X. SALE OF UNITS

Homeowners are required to notify the Managing Agent in writing when they have sold their unit.

XI. INSURANCE

If a unit sustains damage as the result of a storm or other catastrophe, the unit owner should call the Managing Agent. The Agent will compile a list of the damages to the unit. It will be the responsibility of the Managing Agent, on behalf of Whitney Highlands to arrange for the necessary repair or replacement of the claimed loss in consultation with the Homeowner.

NOTE: The unit owner is responsible to provide individual Homeowner's liability, theft and personal property insurance as desired. There is a standard insurance

policy applicable to condominium and townhouse developments. Unit owners are advised to investigate its applicability to their needs and to consider the usefulness of riders covering sewer and drain back-up and personal property full replacement value.

XII. ORGANIZATION

A. WHITNEY HIGHLANDS HOMEOWNERS ASSOCIATION, INC., is a New York State not-for-profit corporation which was formed to manage the property. Its function is "to provide maintenance, preservation, and architectural control of the residence lots and common area ... to promote the health, safety, and welfare of the residents ... perform all of the duties and obligations ... as set forth in the Declaration of Covenants, Conditions, and Restrictions ... fix, levy, collect, and enforce payment ... of all charges or assessments" (quotes are from the Certificate of Incorporation of Whitney Highlands Homeowners Association, Inc.)

B. Each unit owner is a member of the Association and has one vote at the annual meeting. Joint owners have one vote in total. Owners with multiple units will only have a total of one vote.

C. The Association Bylaws assign to the Board of Directors the power and duty to manage the affairs of the Association. Each of the members of the Board serves a 2-year term.

Members are elected by mail ballot and announced at the annual meeting. Members of the community are urged to consider serving on the Board. Current Board members are glad to discuss the work of the Board with anyone who is interested.

The Board meets once a month. Association members are welcome to attend the first half-hour to voice concerns or comments, *but are asked to notify the Managing Agent beforehand.*

D. The Association contracts with a Managing Agent to execute many management responsibilities for an annual fee. The Association pays for maintenance and repair services on an individual basis.

- **The Agent:** Responds to all mail and phone calls including complaints, requests for service, and variances; prepares and distributes all mailings; receives our bills, checks for accuracy, negotiates where necessary, and pays them; collects all fees and follows up when they are delinquent; purchases all required supplies.
- Maintains a general set of books for the Association which are audited annually; prepares an annual and monthly budget and a monthly statement for the Board; supervises the investment of our capital funds; prepares and files Federal, State and other tax forms.
- Identifies potential providers for major projects, repairs work definitions, solicits bids and manages the contract after the Board selects the contractor. These include: insurance, painting, maintenance of trees, shrubs and lawns, rubbish removal, legal, architectural and engineering services, streets, driveways and roofs.
- Makes recommendations to the Board of Directors regarding long-range capital improvements and determines budgetary needs to satisfy the proper funding of those improvements.
- Manages the maintenance of the common areas, the exterior of the buildings, roads, etc.
- Attends meetings as requested by the Board and responds to requests for information from the Board.