

DATE: August 2015
TO: Hillsboro Cove Homeowners
FROM: Hillsboro Cove Homeowners Association Board of Directors
SUBJECT: Rules and Regulations

Dear Hillsboro Cove Resident,

Attached you will find a new booklet titled *Hillsboro Cove Homeowners Association, Inc. Rules and Regulations (R&R)*. This booklet replaces all previous issues of the Association Handbook. Please be sure to destroy all previous copies in your possession.

The booklet has been completely reorganized upon the advice of the Association Attorney who has reviewed everything in it while comparing it to the Declaration and By Laws.

The Board encourages homeowners to read and familiarize themselves with the contents of this booklet. Some of the new items within the booklet are:

- Purpose of the Rules and Regulations which includes the Board's Authority to establish Rules and Regulations.
- A revision to Storm Doors allowed including a picture.
- A revision to the Commercial Vehicles section.
- Landscaping around end units which includes a description of what is considered to be the "mulch" area for an end unit along with a picture.
- Leasing rules including a limit on the number of units which can be leased at one time and two new forms which must be provided to the Board before you lease your unit.
- A ban on Fire Pits and Tiki torches anywhere in the community.
- A section on Front Porch Step Handrails for up and down units including a picture, design sketch, and materials list.
- A section on Handrails for End Units including a picture and materials list.
- A section on Board Approved Outdoor Solar Lights for End Units ONLY including a picture of the approved light.
- A revised Variance form.
- A Maintenance Request form.
- A revision to Visitor Parking rules

Should you have any questions please do not hesitate to contact the Management Company or a Board Member. We will be more than willing to answers your questions.

Sincerely,

The Board of Directors

**HILLSBORO COVE
HOMEOWNERS
ASSOCIATION, INC.**

Rules & Regulations (R&R)

September 2015

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Purpose of the HC-HOA R&R Document

The purpose of the Rules & Regulation document (R&R) is two-fold.

Board Authority

First, the R&R establishes the authority of the Board of Directors of the Hillsboro Cove Homeowners Association (HOA) to interpret and enforce the rules and regulations set forth in the governing documents of the Hillsboro Cove Community, specifically what was established in the Bylaws and the Declaration, Covenants, Conditions, and Restrictions (DCCR) documents at the inception of the community. The Board also has the authority to establish new rules when necessary, for the good of the community.

This authority is granted by the Bylaws document that outlines the operation of the HOA, in particular, how the community is governed. **As stated in the Bylaws, Article V, Section 5.11, Sub-paragraphs H and I, the Board of Directors of the HOA is authorized (H) to adopt and publish rules and regulations regarding the use of the property; and (I) to impose penalties for violations of those rules and collect fines and delinquent assessments.**

The R&R therefore, contains rules and regulations that are enforceable by the Board, as authorized by the governing documents of the Association.

Summary of R&R (Rules and Regulations) Document

The second purpose of the R&R is to act as a reference to and provide clarification of the rules and regulations specified in the DCCR or established by the Board, so that homeowners understand their responsibilities as well as the responsibilities of the HOA and the Board of Directors.

The regulations cited in the R&R come directly from the above documents and from Association policies the Board has established.

Hillsboro Cove Homeowners Association, Inc., as a shared community has rewards and benefits, but also imposes certain obligations and restrictions. The Board of Directors hopes that this Rules & Regulations document will facilitate your enjoyment of living in Hillsboro Cove.

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HANDY INFORMATION – HILLSBORO COVE

Revised May, 2017

Management Company:

Realty Performance Group, Inc.
1800 Hudson Avenue
Suite #100
Rochester, NY 14617
E-mail

225-7440
225-7630 (fax)
<http://realtyperformancegroup.com>

info@realtyperformancegroup.com
Nick Harris, Vice President, CPM

Property Manager

Hillsboro Cove Website:

<http://realtyperformancegroup.com/hillsboro-cove-homeowners-association-webster-ny-14580/>

Community Resources:

Fire, Webster Police, Ambulance	911
Animal Control, Town of Webster:	872-7009
Trash Collection, Waste Management -- www.wm.com (Tuesday is pick-up day -- subject to change):	458-8600
Assoc. Insurance Agent: Cincinnati Insurance Company through Key Insurance and Benefits Services:	546-3747

Hillsboro Cove Homeowners Association Organization:

Board of Directors:

Tom Finegan, President (395 SL)	671-6272	tomfinegan@hotmail.com
Jeff Foster, Vice President	273-5755	jfoster@facilities.rochester.edu
Debbie Frati-Hepper, Treasurer	259-0230	debbief17@yahoo.com
Carmen Berretta, Architecture Comm.	967-2030	cberretta@rochester.rr.com
Francie Nichols, Secretary	509-2315	francien@rochester.rr.com

Finance Committee:

Debbie Frati-Hepper, Chair 259-0230
Joe Sciolino
Ed Pestke
Dick Jones
Beverly Rhodes

Community Relations Committee:

Betty Finegan Chair, 671-6272
Debbie Frati-Hepper, Ann Delehant
Elaine Fornuto, Linda Jones
Marilyn Berretta, Carol Clar
Francie Nichols

Landscape Committee:

Larry Clar, Chair 671-6343
Tom Finegan
Teresa Giuliani-Imburgia
Donna Hanly
Louise Paulsen

RESPONSIBILITIES of HOMEOWNERS

RESPONSIBILITY CHART

Category	Association / Other	Homeowners
Brickwork	XX	
Cedar Siding and Trim	XX	
Deck Repair	XX	
Deck Staining (Every odd-numbered year)		XX
Doors / Windows; Storm & Screen		XX
Driveways, Parking Areas, Roads	Repair, resurfacing, sealing	
Foundations		XX
Glass Surfaces – Window Panes		XX
Gutters and Downspouts	XX	
Heating / Cooling		XX
Insect/pest Control	Exterior	Interior
Insurance – Master Coverage, Fire, Liability, Umbrella, & Earthquake	XX	
Insurance – Personal Contents, Liability, Umbrella, & Other		XX
Landscaping	Common Areas	Homeowner's Own Plantings
Lighting – Street	XX	
Lighting Fixtures - Exterior		XX
Plumbing		XX
Refuse, Rubbish, Recycling	Waste Management 458-8600	
Roofing and Vents	XX	
Sewers, Storm Water, Sanitary	XX	
Skylight Exterior Sealant	XX	
Snow Removal	Driveways, roads, parking & mail box areas	Sidewalks, porches
Walks	XX	
Watering Lawns/Shrubs/Trees		XX

RESPONSIBILITIES of HOMEOWNERS

ABIDE BY THE RULES & REGULATIONS

Most of the rules and regulations can be met by just being a good neighbor. However, there are many special requirements that have been put in place to assure harmony, both among residents and with the “look and feel” of our community

ASSOCIATION MAINTENANCE ASSESSMENT

The monthly Association maintenance assessment is set as of January 1st each year. Homeowners will be notified of the assessment amount at least thirty days prior to the beginning of each new fiscal year. Payment is due the first of the month, and payments received after the 10th of the month will be charged a 10% late fee. You can set up an electronic funds transfer (EFT) with your bank to arrange a repeating or month-by-month payment. If you are not having your bank send a payment automatically each month, send the appropriate payment coupon from the coupon book provided each year with a check payable to “**Hillsboro Cove Homeowners Association, Inc.**” to the Management Company at the address listed on Page 5.

REQUESTS FOR SERVICE / HOW TO ADDRESS PROBLEMS

All requests and/or problems should be directed to the Management Company at the address listed on Page 5. The Association pays the Management Company or subcontractor for labor on an hourly basis (portal to portal) and for materials used. Homeowner can call, submit an online request, or use the Maintenance Request form on Page 30.

LEAVING YOUR HOME AND KEEPING IT SAFE

Each homeowner is required to complete a Homeowner Questionnaire, which may be obtained from the Management Company. Please return it to the Management Company for inclusion in your Unit file. This information is needed so that appropriate action can be taken if storm or fire damage should occur during your absence.

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

- Make sure the emergency contact information on your Homeowner Questionnaire is up-to-date.
- Tell a neighbor that you will be away so that he/she can check your home for apparent problems and request any corrective action necessary.
- Arrange for a neighbor to water any landscape plants, especially newly installed ones, as it is your responsibility to ensure they don't perish due to drought.
- Winterize your home if you will not be there during the winter season. Be sure to take measures to prevent freezing of water lines and the leakage of washing machine water supply hoses.
 - We recommend that you have stainless steel braided hoses installed for your toilet tanks and from your water outlet to your washing machine -- especially if your laundry is on the second floor.

RESPONSIBILITIES of HOMEOWNERS

VARIANCE NEEDED FOR THE FOLLOWING REPAIRS OR REPLACEMENTS:

A variance is required for ALL **external changes** to your property. Anything that changes the appearance of your Unit requires submission of a variance request and its approval **BEFORE** changes are made. You must complete the work outlined in your variance within 90 days of its approval by the Board or it is no longer valid, and you must resubmit it. Variance request forms may be obtained from the Management Company, its website, or on Page 29.

If your property is sold, new owners must be made aware of any variances and the maintenance responsibility required for that variance. For example, any plantings you have had variances for and you are responsible for maintaining, must be accepted by the new owner, or you must remove them prior to the sale.

Any changes to or installation of:

- Garage doors
- Exterior doors -- (Steel doors are required)
- Exterior hose bibs
- Exterior light fixtures
- All windows and glass, including skylight glass
- Storm door and storm door windows and screens
- Exterior wall vents (e.g. if you install a high efficiency furnace, the vent must be covered with a vertical exterior cap)
- Installation of satellite/TV dishes, antennae
- Air conditioner condensing Unit and pad
- Bringing in a dumpster (for interior home remodeling)
- Landscaping in the rear of a Unit

NO VARIANCE NEEDED FOR THE FOLLOWING:

- Staining and sealing of decks.
- Cleaning of fireplace, furnace chimneys, and dryer vents
- Removal of any blockage in sewer lateral between townhome and sewer main at street
- All internal utility installations of the home such as the electrical, heating/cooling, plumbing, telephone, and television systems shall be repaired and replaced at the individual homeowner's expense
- Replacing gravel under deck
- Clearing snow off porches and sidewalks. **(Rock salt is prohibited: do not use common salt to melt ice on your porch or sidewalk as it causes pitting; use calcium chloride.)**

RESPONSIBILITIES of HOMEOWNERS

INSURANCE

SECTIONS OF THE DECLARATION THAT SUPPORT THE FOLLOWING RULES:

Section 9.01 - Insurance to be carried

1. Fire and Casualty

2. Liability

Section 9.03 - Insurance Carried by Unit Owners

RECOMMENDATIONS:

Unit Owners Insurance - It is recommended that Unit Owners purchase Unit Owners Insurance, Form 6 or equivalent with loss assessment coverage. The insurance should provide fire, casualty and theft coverage for any "betterments or improvements" (additions, alterations, or upgrades) made after the home was purchased from the Sponsor and for the Unit Owner's personal property. Personal liability insurance is needed for occurrences within the Unit or within any common elements exclusive to an Owner's Unit. Specific questions relating to the Association insurance coverage of your Unit can be obtained by contacting the current Hillsboro Cove insurance agent (see Page 5.). It is recommended that homeowners get an earthquake rider on their policy to cover interior and personal possessions.

PROCEDURE:

1. If a Unit sustains damage as a result of a covered peril, the Unit Owner should call the Management Company and the Unit Owner's insurance policy carrier as soon as possible, but within 24 hours. The Management Company will take a report and/or inspect the reported damage. A claim may be submitted to the Associations Master insurance carrier on behalf of the Association.
2. Damage to the interior structure must be inspected by the Management Company and/or the Association's insurance agent and the Unit Owner's insurance carrier before repairs are made. A determination of the size of the claim and the responsibility of the insurance carriers must be agreed to before a commitment is made to make the interior repairs.
3. An inspection must be made on completion of interior repairs to satisfy insurance company concern regarding subsequent claims for the same damage.

OFFERING PLAN

When you sell your home, the buyer's attorney should provide a copy of the Offering Plan to the buyer prior to closing. You should have received a copy of the Hillsboro Cove Offering Plan when you purchased your Unit. If you need a copy of the Offering Plan, the Management Company can provide one for a nominal fee. The Plan is a collection of many documents which provides a legal definition of our community and how it functions. It includes the By-Laws of the Hillsboro Cove Homeowners Association, Inc. and the Declaration of Covenants, Conditions and Restrictions (DCCR) to the Hillsboro Cove deed.

The DCCR is on file with our individual deeds in the County Clerk's office and it 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.

RESPONSIBILITIES of HOMEOWNERS ASSOCIATION (HOA)

1. Enforcement of restrictive covenants and establishment of rules and regulations
2. Establishing annual and reserve budgets for the operation of the Association
3. Snow removal from driveways, parking areas, roads, mailbox clusters - when snow depth is three inches or more
4. Gutter cleaning - annually in the fall, or homeowners may call the Management Company as needed
5. Weekly refuse removal
6. Landscape maintenance - lawn mowing, edge trimming, fertilizing, weed killing, grub proofing, cultivating, mulching, and weeding front beds, pruning trees and shrubs, leaf raking, lawn repairs, diseased tree replacement
7. Maintenance of fire and casualty insurance on the structure of each Unit as originally built (The Association has an earthquake rider on the master policy, for "as-built" structural damage to Units.)
8. Maintenance and sealing of driveways, parking areas, and private roadways
9. Caulking of gaps between molding and trim, if necessary
10. Repair of sewer and water laterals outside of dedicated easements
Driveways, main roadways, parking areas, street lights, entrance area, and community sign.
11. Exterior structural repairs - roofs, vents (other than high-efficiency furnace vents, which are the homeowner's responsibility), gutters and downspouts, skylights (excluding glass replacement), cedar siding and trim, brickwork, front stoop and sidewalk, deck structures (but not deck staining -- see Page 14.)
12. Storm water management system
13. Exterior staining and painting, including all exterior siding and trim, garage door exterior, all exterior doors and frames (excludes storm doors and windows)
14. All landscaped areas except homeowner plantings approved by the Association via a variance and installed by the Unit owner
15. Maintenance, repair and replacement of pipes, wires, conduits, and public utility lines servicing the Units and for which a utility company or other entity is not responsible.
16. Provide pest control for exterior of units when needed (bees, wasps, etc.)

PENALTIES FOR RULES VIOLATIONS

General Information

The Board of Directors believes that good community relations are best when built and maintained through understanding, consideration and cooperation among members. However, when residents and their properties are adversely affected by actions of others, it is unfair to allow such offenses to continue. The Board must act to enforce the rules of the community in a timely and consistent manner through the use of penalties and/or appropriate legal actions as directed by the Declaration and the By-Laws of the Association.

I. Identifying Violations

- A. Any resident may register a complaint by writing or calling the Management Company.
- B. The Management Company, Board of Directors, or members of an appointed committee will conduct frequent inspections of the property.

II. Enforcement Procedures

- A. Records to be maintained – complaints and violations will be placed in the homeowner's file maintained by the Management Company. Subsequent actions taken with regard to any complaint or violation will be recorded and dated. All involved parties will be kept informed of progress toward resolution of the problem.
- B. Step 1 – Information Resolution – The Management Company will contact the responsible resident to inform him/her of the violation/complaint and will attempt to resolve the problem. If some action by the resident is required for resolution, a reasonable deadline date for the action to be completed will be established.
- C. Step 2 – Formal Action – If the resident fails to resolve the problem by the deadline date and has not notified the Management Company of any extenuating circumstances, a letter will be sent by certified mail to the owner detailing the penalty imposed for not correcting the problem, the date the penalty is due, and a new deadline for correcting the problem.

III. Penalties – Monetary penalties will be issued to the homeowner, not to a tenant, and will be a lien against the property if not paid by the date noted in the certified letter. To remove the lien, the homeowner must pay the penalty plus any costs associated with placing and removing the lien. The Penalty schedule for the same type of violation:

First Occurrence, up to	\$50
Second Occurrence, up to	\$100
Third Occurrence, up to	\$200

Each additional occurrence will cause the penalty to be increased by up to \$100. An occurrence is considered to take place if the problem continues after a penalty is imposed and a new date for correction is not met.

RULES AND REGULATIONS

ARCHITECTURAL CONTROLS / EXTERIOR MODIFICATIONS

SECTIONS OF THE DECLARATION THAT SUPPORT THE FOLLOWING RULES:

Section 7.01 - Control by Association

Section 7.02 - Composition and Function of Architectural Committee

Section 10.03 - Protective Screening and Fences

Section 10.08 - Television and Radio Antennas

Section 10.15 - Clotheslines

1. Variances: Any proposed change to the appearance of the outside of a Hillsboro Cove residence, or any complaint/problem, must be submitted to the Management Company for action. A Variance Request Form can be obtained from the Management Company, its website, or on Page 29.

2. Exterior Modifications: No exterior modifications or alterations can be made without prior architectural approval. All requests for changes or additions to decks, patios, plantings, windows, exterior lighting fixtures, air conditioning condensing units, generators, high efficiency furnace venting, etc. must be submitted on a Variance Request Form to the Management Company. *Any unapproved or inadequately maintained modifications will be subject to a fine and removal by the Association with the homeowner being charged for the service.*

3. Storm Doors: Storm doors are to be aluminum **full-view only**. Half-view, crossbuck doors, or kick panels are not acceptable.* The aluminum may be either a **cream** or **brown** color, at the homeowner's option. However a manufacturer's brochure must be submitted to the Board with the variance request form as there is a wide range of variation in color descriptions from manufacturer to manufacturer. The Board has the right to request the owner to use a different manufacturer if the correct color of the door cannot be satisfied by said manufacturer. Any storm door or window installed that has not received prior variance approval, will be removed at the homeowner's expense.

*See examples of approved doors on Page 28.

4. Awnings: Installation of an awning is permitted providing that it is like those already used in the community and that a Variance Request has been approved. The Association waives all responsibility for maintenance of the awning, and any damage caused by the awning. In addition, homeowners are responsible for properly maintaining their awning. If in the opinion of the Board of Directors the awning is not being properly maintained, the homeowner will be asked to remove the awning. Should the homeowner not comply with such request, the Board of Directors will have the awning removed, and the homeowner will be charged. **Approved color: Sunbrella, Chocolate Chip, #4776.**

RULES AND REGULATIONS

5. Decorations: No decorations of any kind are allowed in the mulched areas or on the lawn. These objects can be unsightly and can interfere with landscape maintenance. See the photo on Page 19 for a description of what constitutes the “mulched areas” for end units.

The only objects allowed “on” the mulched areas are potted plants which must be on top of the mulch and not sunk in the mulch.

The following are permitted without a variance request, but they are subject to inspection and approval by the Association:

- a. Flowerpots and small decorative objects on front stoops and on decks.
- b. Seasonal decorations are permitted but they should be put in place and removed at a reasonable time before and after the specific holiday or season. **They should not interfere with lawn mowing, mulching, or shrubbery maintenance.**
- c. Homeowner maintained individual pots on TOP of mulch beds, or hanging pots of annuals (but not in trees) between May 1st and October 15th.
- d. The display of American or decorative flags are permitted but rust proof brackets must be used for the flagpole and attached to the Unit; no spotlights.
- e. Temporary decorations for the winter holiday season may be displayed between Thanksgiving and January 15th of the following year. Decorative lights (white or colored) may be placed on decks and in shrubbery or trees. Lighting is not permitted on roofs or hanging from gutters or soffits.
- f. No landscaping lights of any type are permitted anywhere.

6. Satellite Dish/TV Antennas: The installation and location of any dish or TV antenna, including any high definition antenna, must be approved by submitting a variance request form prior to the installation. The variance form may be obtained from the Management Company or its website. Mounting a dish or antenna on the roof is not allowed. The homeowner is responsible for maintenance of the antenna and any interior/exterior structural damage and/or leakage caused by the antenna. After variance approval, a Board member or landscape committee member **must be present** at installation to assure it is placed in back and not visible from the street.

Next Page....#7 Decks

RULES AND REGULATIONS

7. Decks:

A. Repair: Structural maintenance of decks originally installed by the Sponsor that have not been altered in any way (enlarged, hot tub added, etc.) will be maintained by the Association; however, such maintenance does not include staining.

During the growing season, planters may be fastened to the top/outside portion of a deck railing. The planter must be securely fastened so that it will not be a safety hazard with potential to fall during a summer storm.

B. Deck Maintenance: Cleaning and staining decks is the responsibility of each individual homeowner. Deck cleaning and staining goes beyond upholding appearance: it helps preserve the deck from degradation by the elements

Decks in Hillsboro Cove must be cleaned and stained every two years. This maintenance must be done prior to September 1st in odd-numbered years (e.g.: 2015, 2017, etc.). If homeowners do not maintain their decks in the required year or by May 31st of the following year, the Management Company, after sending a notice to the homeowner, has the authority to have the deck cleaned and stained. The homeowner will be billed for the expense incurred.

Deck cleaning and staining can be done by the homeowner or by a commercial deck staining company.

Cleaning: Proper preparation of the deck prior to staining by means of power washing and/or some other deck cleaning agent is required. **A recommended product to clean decks is *Olympic Premium Deck Cleaner*. Features:** Penetrates deep into the wood and lifts dirt to the surface to be rinsed away. Simply apply, let sit for five to 10 minutes, then rinse off. Ready to use. No scrubbing required. Biodegradable.

After cleaning, the homeowner must call the Management Company to have the deck inspected, to determine if it has been properly prepared. If any repairs to the deck are necessary, the association will complete the repairs prior to staining (at no cost, assuming the homeowner has properly maintained the deck in the past).

Staining: The approved stain is manufactured by **Super Deck Brand Products: Color-Red Cedar, #DB1902 and can be purchased at Hadlock's House of Paint, 657 Ridge Road, Webster (671-2520)**. Please sign the log-purchase book at Hadlock's.

Once the deck has been stained, the homeowner must send the Management Company a copy of the receipts (for contractor if one was used and for paint purchase) with the homeowner's name, address, date the work was completed, and the stain used. This information will be used to monitor staining compliance.

RULES AND REGULATIONS

GARBAGE AND REFUSE REMOVAL

SECTION OF THE DECLARATION THAT SUPPORT THE FOLLOWING RULES: Section 10.04 - Garbage and Refuse Disposal

Trash Removal: Trash removal takes place on a weekly basis. The current disposal service and its telephone number are listed on Page 5. Trash containers and recycle bins should be placed at the curb no earlier than the evening before pick-up and removed promptly on the pick-up day

If you have bulk items to be disposed of, please contact the trash disposal service company directly in advance to make the necessary arrangements for pick-up. Homeowners must put bulk items at the curb no earlier than the evening before pick-up. Keep your bulk items in your garage until then.

The following detailed disposal procedure must be used in order to prevent the accidental dispersal of garbage and trash in our yards that can be caused by crows, raccoons, and the wind:

- The normal pick-up day is Tuesday – subject to change by the disposal service company
- Make sure paper and other items are placed in the recycle bin **in a manner that will prevent wind from scattering them**
- You are encouraged to place your address on all of your receptacles in case they are blown away on windy days
- Use of plastic bags is strongly discouraged if they are put out overnight because of the real threat of animals scattering trash before it gets picked up
- If you need to use a dumpster, you need to get a variance for it in advance
- The disposal service company's policy is that if New Year's Day, Independence Day, or Christmas falls on a Monday or a Tuesday, Hillsboro Cove's pick-up is delayed by one day – to Wednesday. (These holidays fall on different days of the year each year.)

Thanksgiving is always on a Thursday, so pick-up will always be on Tuesday that week.

Memorial Day and Labor Day are always celebrated on Mondays, so these holidays will have a delayed-day pick-up.

Other Federal holidays that occur on Mondays that will have regular Tuesday pick-up are: Columbus Day (October), Martin Luther King Jr.'s Birthday (January), and Washington's Birthday (February).

Veterans Day (November), which is on a different day of the week each year will have normal pick-up

RULES AND REGULATIONS

PARKING

SECTIONS OF THE DECLARATION THAT SUPPORT THE FOLLOWING RULES:

Section 10.14 - Oversized, Commercial or Unlicensed Vehicles

1. Parking: Our streets are narrower than normal residential streets. For this reason and to allow access for emergency vehicles, on-street parking is prohibited and repeated offenses are subject to fine. The exception to this rule is if the visitor parking lots are full. Then excess vehicles may park on the street, but only on one side of the street so traffic can move freely. It is important that all residents use common courtesy when parking vehicles. No parking on the grass, because it kills the grass.

2. Visitor Parking: This rule establishes equal opportunity for residents to use visitor parking areas for guests to Hillsboro Cove. Visitor parking areas are to be left open for visitors and should not be used by residents.

- a) A resident is someone whose legal address is Hillsboro Cove. Residents' parking should be limited to the owner's private driveway and garage. A resident may use visitor parking at times, infrequently, for special situations (dumpster in driveway, driveway being repaved, etc.)
- b) A visitor is anyone who isn't a resident and who only visits HC. Visitor parking is for these people.
- c) A visitor who is living with residents whose legal address is in HC must not park in visitor parking as that person is a "resident by proxy" to the legal resident. Residents who park in visitor parking areas frequently or for long periods of time are subject to fine.

3. Commercial Vehicles: Any commercial vehicle must be parked in a garage with the exception of vehicles making deliveries or providing services to the homeowner. A Commercial Vehicle is defined as, but not limited to, two tons unladed weight, a vehicle which has business signs or lettering on it, and/or visibly contains or has attached to it any equipment which is used for conducting a business.

4. Boats, Trailers, and Recreational Vehicles: Any boat, trailer, or recreational vehicle must be parked in a garage. In addition, these vehicles may be granted short term parking privileges on an individual basis by contacting the Management Company.

5. Unregistered/Unlicensed Motor Vehicles: No unregistered/unlicensed motor vehicles are allowed, except in garages, including mini bikes, trail bikes, go-carts, snowmobiles, mopeds, etc.

OUTSIDE STORAGE

Section 10.12 - Outside Storage

Storage of any materials under decks is not permitted except for storage of deck furniture, grills and unused flower pots, which may be stored during the period November 1st to May 1st providing that they are neatly arranged.

RULES AND REGULATIONS

PETS

SECTIONS OF THE DECLARATION THAT SUPPORT THE FOLLOWING RULES:

Section 10.02 - Animals Including Birds and Insects

- 1. The Town of Webster ordinances regarding all animals prevails. Webster has a leash ordinance and a pet waste disposal ordinance (101-3).**
2. One (1) dog or one (1) cat, fish, or birds kept in a cage, are allowed; no other animals shall be kept or maintained in a house or on a lot. Any owners with more than the allowed number are required to submit a variance request. The Board of Directors of the Association may from time to time, (i) impose reasonable rules and regulations setting forth the type and number of animals and (ii) prohibit certain types of animals entirely. No dogs or cats may be allowed to run unattended outside and must be on a leash at all times.
3. The Board of Directors of the Association shall have the right to require any member of the Association, any tenant of any member or any family member or guest of any member or tenant to dispose of any animal, bird or insect, if in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance because, for example, the animal is not cleaned up after, the animal is too noisy or the animal is not properly controlled.
4. In furtherance of the above, no dog or cat may be kept or left unattended on the grounds, in the garages, patios or decks at any time, whether or not chained, caged or tethered. *We urge you not to feed stray animals because they roam unattended and may therefore be a nuisance to your neighbors, cause disease and damage association property.*
5. All pet waste shall be properly disposed of by the owner of the pet. No pet waste shall be deposited or left anywhere on the grounds or thrown down the storm sewers. (The storm sewers drain directly into the bay.) Pet owners should carry bags for proper disposal of dog waste. The above rules apply to Sunset Trail and Glen Edith -- any dog droppings must be picked up there, as well as anywhere in Webster.
6. Any dog or cat found on the property in violation of these restrictions may be summarily removed by the Association or the Management Company or their employees, and delivered to the custody of any local or municipal authority with power to impound the same, without any liability on the part of the Association, its directors, agents or employees, for such removal.

RULES AND REGULATIONS

LANDSCAPING

SECTIONS OF THE DECLARATION THAT SUPPORT THE FOLLOWING RULES:

Section 10.09 - Landscaping

1. Planting of Shrubbery or Flowers: Planting anything anywhere on the property requires the submission of a variance request form and a disclaimer that the new planting will be maintained by the homeowner or removed by the homeowner at his expense if a new owner does not wish to assume the responsibility. Existing foundation and yard plantings cannot be altered. Do not plant flowers around the base of trees or in the mulched area. Plans for any and all proposed plantings must be submitted to the Management Company and approved by the Landscape Committee. See photo on Page 19 for prohibited planting areas for end units.

If a variance is obtained for any plantings in the back of a property and the owner sells such property, they must tell the buyer that they will be responsible for all the trimming and care of such plantings or the seller must remove them prior to moving.

Homeowners will be requested to remove plantings that have not received approval from the Board via a variance request form. If the plantings are not removed, the Management Company will remove them and the homeowner will be billed and/or the homeowner will be fined. This rule is necessary because unapproved plantings may interfere with lawn/yard care and treatment, but primarily because we wish to have a uniform cohesive landscaping look for the community. Flowers in the entrance area do not fall within the same guidelines as individual homes.

Any landscape concerns should be brought to the attention of the Management Company and then the Landscape Committee will follow up.

The Association is aware that RG&E prohibits and can remove plantings around its transformer boxes.

2. Watering:

The Board has adopted a watering policy for new shrub plantings. The association will continue to replace shrubs. However, when new shrubs are planted around a Unit it will be the homeowner's responsibility to water them for two seasons. If the new shrubs die due to a lack of watering, new shrubs will be planted and the homeowner will be billed at the prevailing rate.

If you are physically unable to water we ask that you contact the Chairman of the Landscape Committee or any member of the Board and arrangements can be made to have the watering done for you. You will be required to provide enough hose to reach around from the outside faucet of your home to the plantings requiring watering and to have your outside faucet turned on. If you are going to be away from your Unit for more than a week during the period from spring through fall it is your responsibility to find someone to perform this watering for you.

RULES AND REGULATIONS

3. Landscaping Around End Units:

End unit homes have differently configured mulched areas than the other units in Hillsboro Cove. The mulch area is defined as the area from the garage door to the deck and also the circle of mulch on the opposite side of the steps. Below is a typical example of the mulched areas that are maintained by the Association around an end unit. End unit homeowners are prohibited from planting in the mulched areas as shown below. As with all units, the only objects allowed on the mulched areas are plants in pots which must be placed on top of the mulch and not sunk into the mulch.



RULES AND REGULATIONS

SECTIONS OF THE DECLARATION THAT SUPPORT THE FOLLOWING RULES:

Section 10.01 - Advertising and Signs

Section 10.16 - Leasing

SIGNS

One "FOR SALE" sign is allowed on the inside front window only. For Sale signs are **not** allowed on the front lawns or posted outside any house unless an open house is in progress. Signs indicating that a house is protected by a security system must be limited to one (1) sign in the mulched area and small signs posted on the inside windows of individual homes. **NO** other exterior signs are permitted, including FOR SALE signs on a vehicle.

LEASING

The Homeowners Association Board has set a quota that no more than five homes may be leased out at any given time. This represents roughly 3% of the homes. Lenders look at a low percentage of leased homes in a community as showing strength in the economy of the community.

If you decide to lease your unit, you must complete the *Application to Lease Form* and give it to either the Board President for approval. Within 90 days of submitting the *Application to Lease Form*, you must fill out the *Lease Addendum Form*, identifying your tenant, and submit this to the Board or the Management Company. Conditions that must be met in order to lease your unit are stated on the *Application to Lease Form*. Both forms can be found on the Management Company's website, or on Pages 31 and 32.

RULES AND REGULATIONS

MISCELLANEOUS PROVISIONS

SECTIONS OF THE DECLARATION THAT SUPPORT THE FOLLOWING RULES:

Section 10.06 - Noxious or Offensive Activities

Section 10.07 - Dwelling in Other Than Residential Units

Section 10.11 - Commercial and Professional Activity on Property

Section 10.13 - Outdoor Repair Work

Section 10.17 - Public Safety

1. **Noise:** Keep stereos, radios, televisions at a level that does not disturb your neighbors. *It is suggested that stereo speakers not be located next to common walls.* Remember that loud parties, barking dogs, etc. can also disturb the peace and quiet of the neighborhood. **The best rule is that noise should not be heard within a neighbor's house with the windows closed.**
2. **Garage Doors:** Garage doors should not be left open for an extended period of time unless the owner is outside or in the garage. Garages cannot be used as a dwelling of any type, seasonal or otherwise.
3. **Air Conditioners:** Installation of window air conditioning units is strictly prohibited; window units are noisy and unsightly.
4. **Traffic Control:** We must adhere to the New York State Vehicle and Traffic Law referred to in Section 10.17 of the Declaration. Therefore, it is the law, as well as for the safety of all of us in the community, that residents and guests obey the stop signs and posted speed limit of 15 mph. It is important to be especially watchful for children, walkers and bicyclists who use our streets, or for cars that are backing out of their driveways.
5. **Garage Sales:** Garage sales are not permitted. This includes any other names used to identify such sales, for example tag sales, estate sales and household sales. See "moving sales" in paragraph 6.
6. **Moving Sales:** Moving Sales are permitted providing the following provisions are complied with:
 - a. A request for a permit for such a sale must be made to the Management Company.
 - b. Such sale must be limited to one day only (not a Sunday) and signage must read "Moving Sale".
 - c. Owner or owner's representative must ensure that no neighbors' driveways are blocked and that no damage is done to Hillsboro Cove property, i.e. lawn, parking, etc. All signs must be removed at the end of the day. If these provisions are not adhered to, a fine of \$100 per day will be assessed.
7. **Fire Pits / Tiki Torches:** **Wood burning** fire pits or chimineas and tiki torches are **not allowed** any where in the community. The Webster fire code also generally requires that open fires be a minimum of 15 feet from combustible construction. This, in itself, suggests the inadvisability of placing a open fires on our decks, especially because of the proximity of the homes to each other.

RULES AND REGULATIONS

BOARD APPROVED FRONT PORCH STEP HANDRAILS

If you want to add front porch step handrails to your unit, you need to fill out a variance form, attach the appropriate design and photo, and submit it to the Board president for immediate action. Homeowners bear the cost of installing handrails. See below for a photo of the approved design for an up/down Townhome unit. See Page 23 for the design, including a list of materials needed to the railing for an up/down unit. Since porch configurations are not identical in the homes in Hillsboro Cove, each handrail may differ slightly from the image. For example, the handrail might be on the left side of the porch, rather than the right. The handrail might attach directly to the front bricks, eliminating the “L” shape.

See the Page 24 for a photo and materials list for an end unit (ranch).

All handrails must be constructed of pressure-treated wood. The wood posts must be stained the same color as the decks, after the wood has been allowed to “season” for several months. The decorative post caps (up/down units only) should be the same as those in the photo and design.

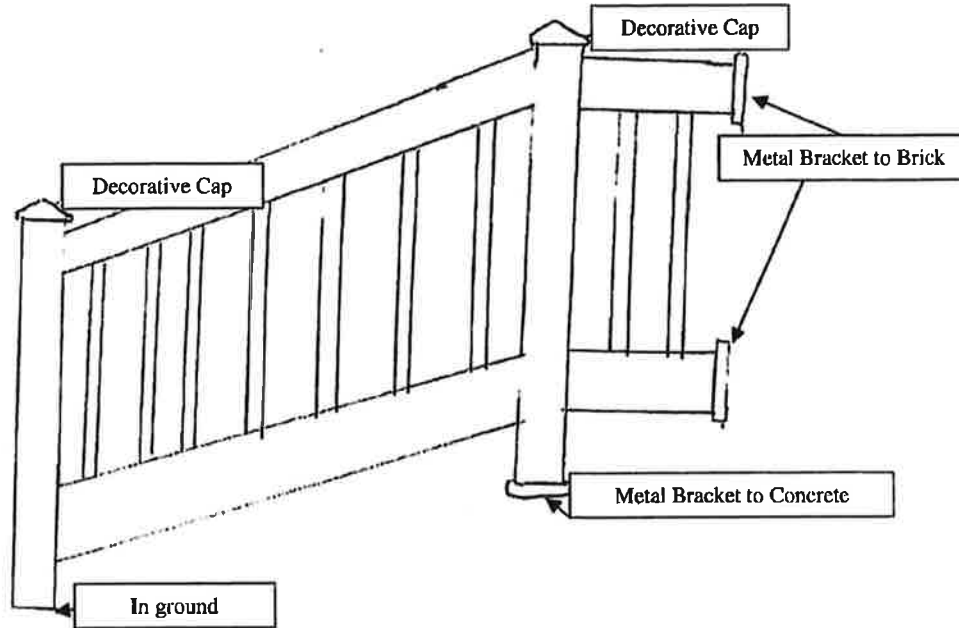
The variance must include a precise drawing of the design of the handrail and its elements before the Architectural Committee gives its approval.

Photo of Typical Up/Down Townhome Handrail with Two Steps



RULES AND REGULATIONS

Design of Typical Up/Down Townhome Handrail with Two Steps



Materials List

(For Typical 2-Step Up/Down Unit)

<u>Qty.</u>	<u>Material</u>
2	4ft – 4 x 4 posts
3	2 x 4 x 8ft for top and bottom rails
10	2 x 2 x 3ft mitered balusters between top and bottom rails (number required many vary depending on the number of steps)
1	4 x 4 bracket for top step
2	4 x 4 post caps
2	2 x 4 brackets to attach top and bottom rails to brick
1	30" Ground Master (no concrete is to be used to secure post to ground)

NOTE: All wood is to be pressure treated. Railing is to be stained using the same stain as the deck; but NOT until the wood has weathered at least 4 months.

If railing is to be anchored to a step (one surrounded by 4 x 4's) another 4 x 4 bracket would be substituted for the 30" Ground Master.

A copy of the photo and sketch must accompany the variance request.

RULES AND REGULATIONS

Photo of Typical End Unit (Ranch) Townhome Handrail with Two Steps



Materials List

For Typical End Unit (Ranch)

<u>Qty.</u>	<u>Materials</u>
2	4ft 4 x 4 posts (3 needed if adding a section coming off the unit)
3	2 x 4 x 8ft for top and bottom rails
10	2 x 2 x 3ft mitered balusters between top and bottom rails (number will vary depending on whether railing is an extension of the existing deck rail or a section is being added coming off the unit)
1	4 x 4 bracket for top step
1	30" Ground Master (no concrete is to be used to secure the post to the ground)

NOTE: All wood is to be pressure treated. Railing is to be stained using the same stain as the deck; but NOT until the wood has weathered at least 4 months.

A copy of the photo must accompany the variance request.

RULES AND REGULATIONS

BOARD APPROVED LANDSCAPE AMENDMENTS AND REPLACEMENTS (To be planted only by the Management Company)

Trees:

Crab Apple Tree
Cleveland Pear
Maple (Green Glory) in shady areas
Blue spruce
White spruce
Norway spruce
Concolor Fir
Magnolia
Crimson King Maple
Sugar Maple
October Glory Maple

Shrubs:

Arborvitae
Barberry, Crimson Pigmy
Barberry, Golden, (to replace euonymus which is disease prone)
Boxwood
Holly
Burning Bush
Sand Cherry or Flowering Plum
Potentilla
Spiraea

The HOA will no longer use:

Bradford Pears, Grasses, Junipers, Euonymus, Bayberry, or Creeping Red Carpet, Dwarf Alberta Spruce between driveways, Yews, Cotoneasters

RULES AND REGULATIONS

BOARD APPROVED EXTERIOR LIGHTING FIXTURES

Replacement of exterior lighting fixtures is the responsibility of the individual homeowner. However, such fixtures cannot be replaced without submitting a variance request and obtaining the prior written consent of the Board of Directors. The original lighting fixtures installed by the sponsor are no longer available. The fixtures below are models which the Board of Directors has approved.

FRONT DOOR:

Hampton Bay Wall-Mount 1-Light Outdoor Polished Brass Lamp

Model # HB8051PSTL-01 Internet # 100163041

Available to order on Home Depot web site for pick up in store or home delivery for about on \$40 (not including shipping and tax)



GARAGE DOOR:

SeaGull Lighting Single-Light Outdoor

Model 7567-02

Available on Amazon.com for about \$28 (not including shipping and tax).



RULES AND REGULATIONS

BOARD APPROVED OUTDOOR SOLAR LIGHT FOR END UNITS

180 Degree Outdoor Solar White LED Motion Security Light

Defiant

Model # A3P-S100-WH-PK1



OVERVIEW

Model # A3P-S100-WH-PK1

Internet # 203321861

Store SKU # 925905

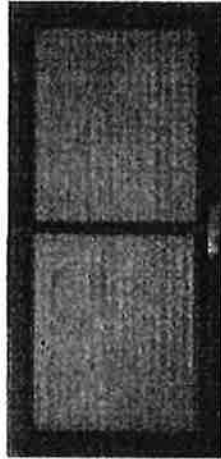
Solar powered motion security light. Light is activated when motion is detected. Easy installation on outside wall, with 20 ft. cord connecting the light to remote solar panel that's positioned in the sun. Solar panel converts sunlight into electricity, stored in rechargeable batteries to power the light at night. Ideal for illuminating driveways, sheds and other outdoor areas where additional light is needed for security.

- Durable weather-resistant plastic construction
- One adjustable light head
- Timer can be set for light to remain on 1 or 5 minutes after motion is detected
- Two motion sensors with up to 180 degree coverage
- Detection range up to 49 ft.
- 100 Lumen light output to illuminate coverage area
- Long-life LED's never need replacement
- High efficiency remote solar panel can be placed in any sunny location
- 20 ft. cord allows flexibility in placement of solar panel
- Uses 3 nickel cadmium AA 900mAh batteries, included
- 2 year warranty

RULES AND REGULATIONS

BOARD APPROVED STORM DOORS

FULL VIEW DOOR WITHOUT KICK PANEL



Acceptable Colors

Generic colors are Cream and Brown.
Variance needs to be approved by Board before ordering.
Variance must include manufacturer's color brochure. See Page 12.



This is a Kick Panel and is not an approved door option

FORMS
VARIANCE REQUEST

PLEASE RETURN COMPLETED FORM TO:
Hillsboro Cove Homeowners Association, Inc.
c/o Current President of HOA(Use address shown on Page 5)

HOMEOWNER: _____
ADDRESS: _____
PHONE: Daytime _____
Evening _____

TO: THE BOARD OF DIRECTORS:

I REQUEST PERMISSION TO MAKE THE FOLLOWING CHANGES TO THE EXTERIOR OF MY HOME OR TO THE COMMON AREA OF THE ASSOCIATION. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO OBTAIN ANY BUILDING PERMITS THAT MAY BE NECESSARY FOR THIS WORK. I HAVE ATTACHED A SKETCH OF PROPOSED CHANGES, LISTED MATERIALS TO BE USED, AND INDICATED WHO WILL DO THE WORK (please be explicit; extra sheets may be attached).

REASON FOR VARIANCE REQUEST: _____

WHO WILL COMPLETE THE WORK? (All contractors must provide the association a certificate of insurance evidencing appropriate liability and workers compensation insurance): _____

LENGTH OF GUARANTEE (IF APPLICABLE): _____

INDICATE ANY FUTURE MAINTENANCE REQUIRED BY THE ASSOCIATION: _____

DATE SIGNATURE OF PETITIONER

=====

BOARD OF DIRECTORS ACTION _____ APPROVED _____ DENIED

DATE AUTHORIZED SIGNATURE

COMMENTS: _____

NOTE:
"APPROVAL OF THIS VARIANCE EXPIRES 90 DAYS FROM THE DATE SIGNED BY THE BOARD PRESIDENT. FAILURE TO COMPLETE THE PROJECT WITHIN THIS TIME WILL LEAD TO AUTOMATIC REVOCATION OF THE APPROVAL AND REQUIRE THE HOMEOWNER TO RE-APPLY FOR APPROVAL"

LATEST COMPLETION DATE AFTER WHICH ANY APPROVAL IS AUTOMATICALLY REVOKED AND NEW VARIANCE REQUEST IS NECESSARY: _____
DATE ON WHICH ACTED-ON VARIANCE REQUEST MAILED TO PETITIONER: _____

FORMS

MAINTENANCE REQUEST
For Hillsboro Cove, Webster, NY

Homeowner Name: _____

Unit Address: _____

Daytime Phone: _____

E-mail Address: _____

Please provide as much information as possible, including details of problem needing correction, exact location of problem, etc.

Mail form to:

**Realty Performance Group, Inc.
550 Latona Rd
Building E, Suite 502
Rochester, New York 14626**

FORMS

APPLICATION TO LEASE FORM

To The Board of Directors

As the Owner(s) of Record of the Townhome at _____, and pursuant to Article X, Section 10.16, of the Declaration of Covenants of the Hillsboro Cove Townhome Association, I (we) hereby notify you of my (our) intention to execute a lease for said townhome.

I (We) understand that the following conditions are required of all leases and, within 90 days after this Application is received by the Board I (we) will provide the Board with a signed Lease Addendum Form, a copy of which will be attached to and become a part of the lease.

- There is a quota of five (5) units that can be leased in the community.
- Only the entire Townhome (not rooms or portions of the home/garage) may be leased as per Article X, Section 10.16 of the Declaration of Covenants.
- Lease must have an initial term of no less than six (6) months as per Article X, Section 10.16 of the Declaration of Covenants.
- Homeowner must provide tenant a copy of Hillsboro Cove's Declaration of Covenants and R&R document.
- Tenant must agree to abide by the rules and regulations as stated in the Declaration of Covenants, Article XI, Section 11.08.

Owner(s) of Record

Name (s) (please print) _____

Signature(s) _____

Address (other than Hillsboro Cove) _____

Phone(s) _____

Date: _____

Note: This application will expire 90 days from the above date unless the Board receives a Lease Addendum Form signed by the Tenant and Owner(s).

For Office Use Only:

Date Received: _____ Received By: _____ Date Board Notified: _____

90-day Lease Execution Period: Begins: _____ Expires: _____

Date Lease Addendum Form Received by Board: _____

FORMS

LEASE ADDENDUM FORM

In Re: Townhome located at _____, Webster, NY; a residential unit on the property of the Hillsboro Cove Townhome Association.

The Owner and Tenant agree that the following provisions are incorporated into the lease of the subject townhome. These provisions shall remain in effect throughout the term of said lease and any renewals thereof.

1. The townhome specified above is leased in its entirety. Neither Owner nor Tenant may lease rooms or any portion of the townhome/garage separately. No individuals other than the tenant may occupy the residence.
2. The initial term of this lease shall be no less than six (6) months
3. The Owner shall provide the Tenant with a copy of Hillsboro Cove's Declaration of Covenants and R&R document. Owner's right to lease and Tenant's right to use and occupy the premises shall be subject and subordinate in all aspects to the provisions of these documents. The Tenant shall insure that he, his family members, guests, and all other persons whose reasons for being on the Hillsboro Cove property relate in any way to the Tenant, conduct themselves in accordance with the provisions of these governing documents.
4. In the event of a material breach of the provisions of this Lease Addendum Form as determined by the Board of Directors, the Owner will be notified in writing and the Owner shall take immediate steps to correct said breach. If the breach has not been corrected within 14 days after the Owner has received such notice by certified mail return receipt, then the Owner shall take immediate steps to evict the Tenant from the premises. If the Owner fails to take action to evict the Tenant, then the Board may take any necessary action to evict the Tenant. Any costs incurred as a result of the Board's action, including but not limited to attorney's fees, shall be borne by the Owner. Failure of the Owner to pay such costs will result in a lien being placed against the subject unit.
5. Owner and Tenant shall be jointly and severally liable for any damages or costs directly or indirectly incurred by Hillsboro Cove as a result of noncompliance by the Tenant and/or Owner with the provisions of Hillsboro Cove's Declaration of Covenants, the R&R document, or this Lease Addendum Form.

Term of Lease: From: _____ To: _____

Owner Name(s): _____

Owner Address (other than Hillsboro Cove): _____

Owner Phone(s): Land: _____ Cell: _____

Owner Signature(s): _____ Date _____

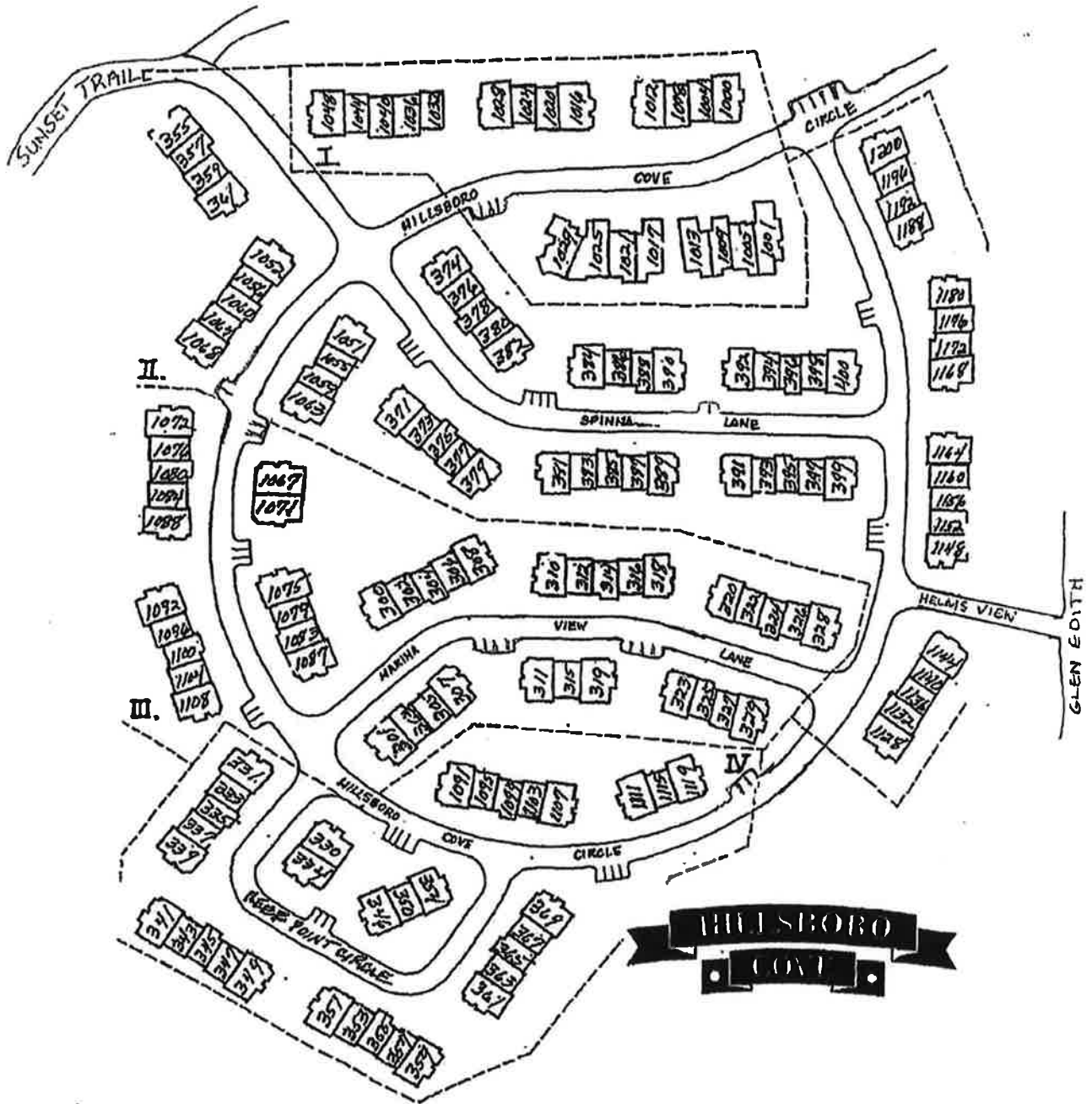
Tenant Name: _____ Phone: Land: _____ Cell: _____

Tenant Vehicle(s): Make/Model: _____ Year: _____ Lic. Plate #: _____

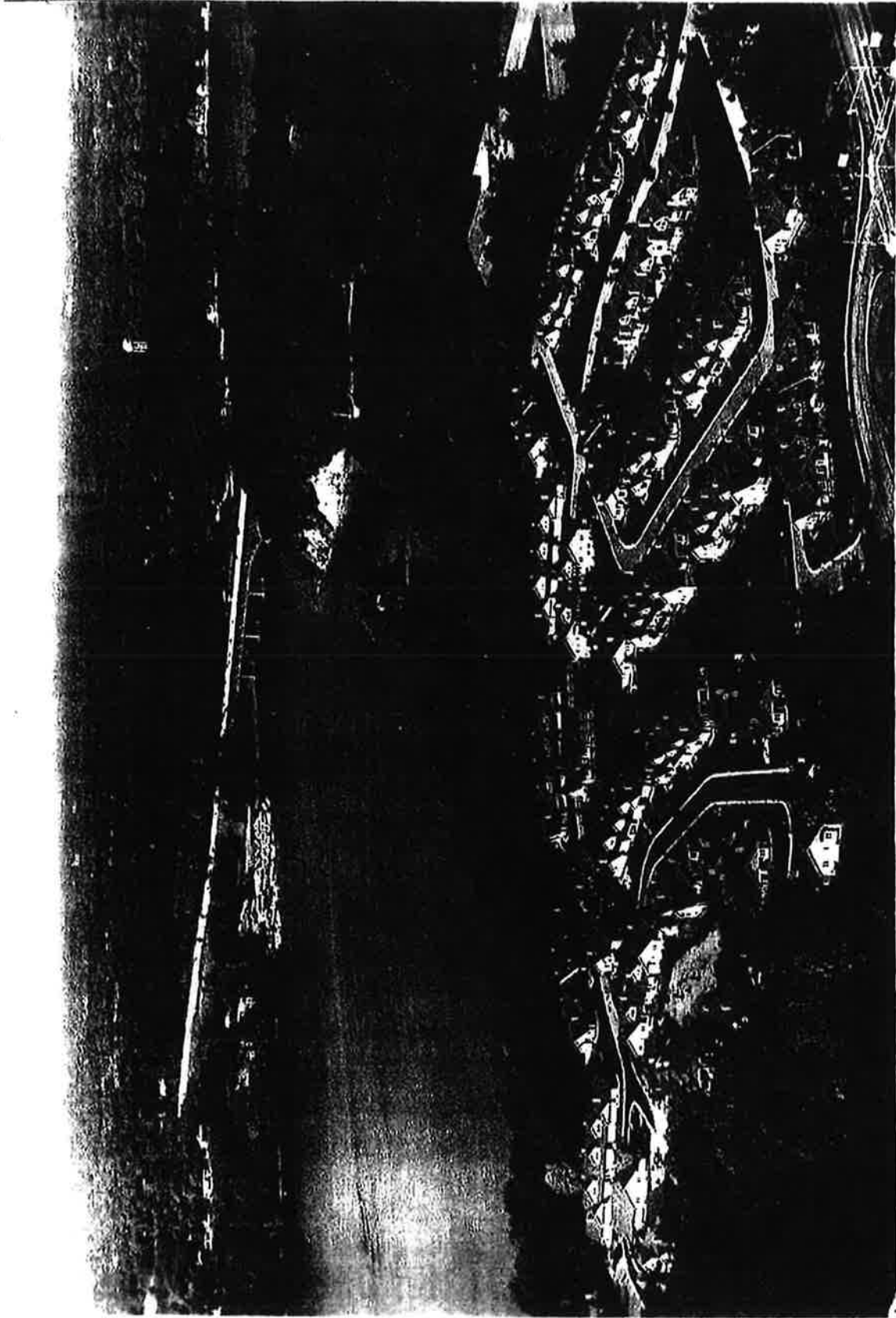
Tenant Signature: _____ Date _____

MAPS

MAP OF HILLSBORO COVE



MAPS



Aerial photograph by Eric Mehserle - 1088 Hillsboro Cove Circle