

**Woodbury Commons  
Homeowners Association  
Handbook**

**Rev. 2.0**

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## Handbook Revision History

**Table 1.0 Handbook Revision History**

<b>Date</b>	<b>Rev. #</b>	<b>Revision</b>	<b>Author</b>
AUG 27, 2008	none	Initial draft of the consolidated document.	J. Walker
OCT 3, 2008	none	Updated dynamic data (e.g., Board members)	J. Lane
NOV 5, 2008		<p>General clean-up:</p> <p>Fixed all references to Appendices and Exhibits</p> <ul style="list-style-type: none"> <li>• Put in more headings for population of the Table Of Contents</li> <li>• Added captions to tables, and added a List Of Tables in the Table Of Contents</li> <li>• Revised pagination for the convenience of readers of a hard-copy</li> <li>• Completed the Financials section as agreed to by the Board</li> </ul>	J. Walker
NOV 11, 2008	none	Added a new Section (Section 4) to contain Board recommendations for propane tanks, replacement windows, and decks.	J. Walker
NOV 25, 2008	1.1	<ul style="list-style-type: none"> <li>• Renamed the Covenants section to just “Declaration Of Covenants” (it was taking up two lines in the Table Of Contents)</li> <li>• Added a revision number on the title page</li> <li>• Added a Rev. # column to this Revision History table</li> <li>• Formatted the section headings in the Covenants as headers so they would appear in the Table Of Contents</li> <li>• Corrected some typographical and spelling errors</li> </ul>	J. Walker

Date	Rev. #	Revision	Author
July 19, 2010	2.0	<ul style="list-style-type: none"> <li>• Reduced the content of the handbook to that required per the by-laws.</li> <li>• Set up all “Useful Information” items in the first section to be updated as needed.</li> <li>• Create separate document as an archive for Board reference in making decisions. Includes precedents, past board decisions and recommendations. Includes variances approved and variances voted down. Available to all.</li> <li>• Included Certificate of Incorporation in Legal Documents section.</li> <li>• Updated Covenants section to include recently approved revisions (revision 6 and revision 7).</li> <li>• Fix formatting of sections, headers, footers.</li> </ul>	J. Walker T. Flynn

## 1 INTRODUCTION

This handbook contains information useful to or needed by the homeowners.

Data that are dynamic (e.g., the names of the Directors) will be updated annually.

Relatively static data (e.g., the by-laws) will be updated only as needed.

The handbook is available to homeowners in either electronic form (pdf format) or as hard-copy. It is available to prospective buyers only in hard-copy.

Copies may be requested from the Property Management company, who have the current copy. An electronic copy will be sent to those who have an e-mail address on record. Hard-copy will go to those without e-mail.

**ARCHIVES:** A separate document for Board reference in making decisions is available. It includes precedents, past board decisions and recommendations. It also includes variances approved and variances voted down. The archives are available to all homeowners. They will be provided electronically by request to the Secretary. A hard copy will be provided to homeowners unable to access electronic media.



## 2 USEFUL INFORMATION

### 2.1 Frequently Called Telephone Numbers

**Table 2-1 Frequently Called Numbers**

Fire, Sheriff, Ambulance	911
Non-emergency Ambulance	223-4150
Non-emergency Sheriff (Penfield Zone A)	389-0600
Fairport Municipal Commission	223-0440
Town of Perinton General Offices	223-0770
<u>CONTACT FOR ALL SERVICE REQUESTS:</u> Realty Performance Group, Inc. 2450 W. Ridge Rd., Ste. 303 Rochester, NY 14626	585-225-7440 FAX: 585-225-7620
<u>CONTACT FOR ALL VARIANCE REQUESTS:</u> Realty Performance Group, Inc. 2450 W. Ridge Rd., Ste. 303 Rochester, NY 14626	585-225-7440 FAX: 585-225-7620

## 2.2 Board of Directors and Officers

July 1, 2010 to June 30, 2011

**Table 2-2 Board Of Directors**

Susan Beyerle	3 Woodbury Way 425-2972 Term Ends 6/2013
Alan Mitchell	10 Woodbury Way 298-8490 (mobile phone) Term Ends 6/2011
John Walker	6 Woodbury Way 425-7315 Term Ends 6/2011
Bill Lisi	12 Woodbury Way 223-6608 Term Ends 6/2012
Micky McCarthy	22 Woodbury Way 678-4133 Term Ends 6/2012

**Table 2-3 Officers for the Period**

President	Alan Mitchell
Vice President	Micky McCarthy
Secretary	John Walker
Treasurer	John Walker

## 2.3 Committee and Chairpersons

Architectural - Ted Knowles

Grounds, Landscape and Maintenance - John Heiman

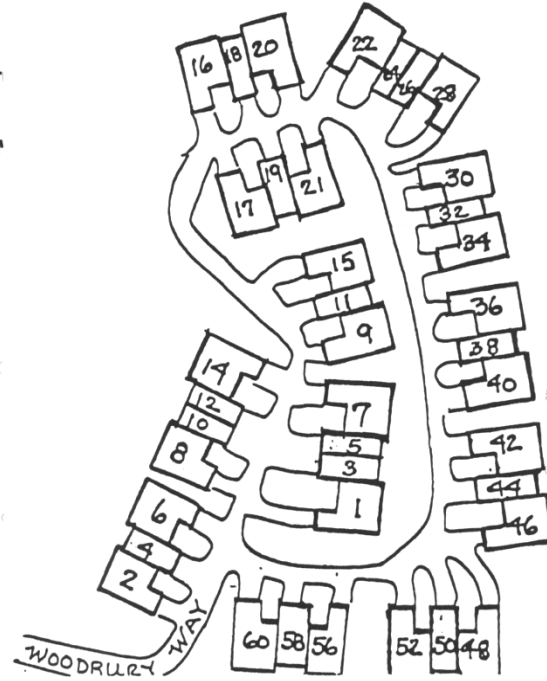
Nominating – Susan Beyerle

Social – Susan Beyerle

Handbook – Terry Flynn

## 2.4 Homeowners

### 2.4.1 Street Map



## 2.4.2 Residents By Address

**Table 2-4 Residents By Address**

#	NAME	PHONE
1	Sandra & James Koon	425-1688
2	Olga Kretchmar	421-9363
3	Susan Beyerle	425-2972
4	Lois & Bob Sanders & Debbie	381-3996
5	Joyce Beth Moscarelli	757-376-1096
6	Margaret & John Walker	425-7315
7	Nes Rideout	425-1714
8	Suzanne Gillette, Kevin Cooman & Cody	750-8977, 233-9252
9	Anne & Jim Lane	223-3453
10	Susan & Alan Mitchell	421-3703
11	Marty & Tom Cocca	223-6101
12	Maxine & Bill Lisi	223-6608
14	Irene Pattison	223-2405
15	Helene Shields & Scott Elley	223-7201
16	Judy & Dave Richardson	223-0293
17	Connie Leary	223-6455
18	Bob Nolan	223-5563
19	John Heiman	425-7074
20	Doug Erikson	425-2842
21	Eleanor Stauffer	223-3795
22	Leili & Micky McCarthy	678-4133
24	Georgiana Prince & Sharon Scott	223-7471
26	Aud & Arne Melsom	223-9432
28	Jeanne Wahl	223-2901
30	Ginny & Ted Knowles	223-5564
32	Holly Ferrell & Paul Guarincini	223-0778
34	Cynthia & Terry Flynn	223-7887
36	Sally & Benn Forsyth	425-2004
38	Tamara & Vincent Desrosiers	388-1314
40	Betty & Howard Ludington	223-1834
42	Inez Smith	425-1012
44	Florence Jebo	425-0587
46	Martha & John Jack	223-7142
48	Magdalen Odorisi	425-3223
50	Joanne & John Fisher	223-7192
52	Ronna Abbott	880-2849
56	Sally Bull & Dick Fuller	377-8520
58	Karen & Joe Laforvara	223-6653
60	Josephine Alesi	223-3397

### 3 MAINTENANCE RESERVE FUND

In 2010, a revised long-term Reserve Maintenance Fund plan will be prepared as part of the 2011 budgeting process. A summary of the new long-term plan will be put in this section when it is finalized.

Here is a summary of the Reserve Maintenance Fund as of the date of publication of this version of this handbook:

<b>Fund Balance (June 30, 2010)</b>	\$45,280
<b>Planned additional 2010 expenditures</b>	\$5,923
<b>Additional contributions in 2010</b>	\$19,194
<b>Target Fund Balance (Dec. 31, 2010)</b>	\$58,551
<b>Planned future expenditures</b>	\$20,402 (roofing in 2012)

## 4 LEGAL DOCUMENTS

The Certificate Of Incorporation, the Amendments to it, and the Declaration of Covenants as contained herein are copies of the officially recorded documents kept in the Monroe County or Town of Perinton records.

The By-Laws, and the Rules and Regulations are not recorded elsewhere, and the versions herein are the current official versions.

None of these documents may be changed without the approval of 66% of the Association members.

For convenience, the documents are presented in the order of precedence (refer to Article XIII of the By-Laws) :

First, the Certificate of Incorporation

Second, the Declaration of Covenants

Third, the By-Laws

Fourth, the Rules and Regulations

**A SUMMARY DESCRIPTION:** Woodbury Commons is defined as a “Planned Unit Development”. It is a privately owned community, including the roads. In accordance with its Declaration and By-Laws and Amendments, it conforms to New York State laws governing Homeowners Associations.

Living in a shared community has many benefits. It also imposes certain obligations which may seem restrictive to those accustomed to living in a private residence. The Rules and Regulations section of this handbook is intended to answer concerns which may arise in a shared community.

Woodbury Commons property comprises common areas owned by the Association, and individual lots owned by the homeowners. Each owner’s lot is defined by an instrument survey. All remaining land is Common Property. Some common property, such as each unit’s driveway is “restricted” to use by an individual homeowner. All property in Woodbury Commons, including buildings, individual lots, common property, and restricted common property is subject to the Declaration of Covenants, The Rules and Regulations and the By-Laws, as included in this handbook.

Homeowners who sell their units are responsible for passing on the Woodbury Commons Homeowners Association, Inc. Handbook to the new buyer/owner.

## 4.1 1986 Certificate of Incorporation of the WCHOA

### EXHIBIT "B"

CERTIFICATE OF INCORPORATION OF  
WOODBURY COMMONS HOMEOWNERS ASSOCIATION. INC. Under  
Section 402 of the Not-for-Profit Corporation Law

The undersigned, for the purposes of forming a corporation pursuant to Section 402 of the Not-for-Profit Corporation Law of the State of New York, hereby certify:

1. The name of the corporation is Woodbury Commons Homeowners Association. Inc.. hereinafter called the "Association".
2. The Association is a corporation as defined in subparagraph (a)(5) of Section 102 of the New York State Not for-Profit Corporation Law.
3. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide maintenance, preservation and creative building control of the residential lots and common area within that certain tract of property known as Woodbury Commons and located on Hulburt Road in Monroe County, New York; also to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association; and for this purpose to:
  - A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association.
  - B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

Legal Documents

C. Acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

D. Borrow money, and, with the assent of two-thirds (2/3) of the members, mortgage, pledge, give a deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer;

F. Participate in a merger or consolidation with other non-profit corporations organized for the same purposes, or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members;

G. Act as purchasing agent for goods and services for the members of the Association only;



H. Have and exercise any and all powers, rights and privileges which a corporation organized under the Not-for-Profit Corporation Law of the State of New York, by law may now or hereafter have or exercise.

4. This corporation shall be a type "A" corporation as defined by Section 201 of the New York State Not-for-Profit Corporation Law.

5. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

6. The Association shall have one (1) class of voting membership which shall be all owners and each owner shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

7. The affairs of this Association shall be managed by a Board of Directors, who need not be members of the Association. The number of Directors of the Association shall be four (4). The names

and addresses of the persons who are to act in the capacity of Directors, until the selection of their successors are:

NAME	TITLE	ADDRESS
Charles F. Camilleri	Director	217 Stonehedge Road Rochester, New York
Robert F. Camilleri	Director	113 Simpson Road Rochester, New York
Jerald J. Rotenberg	Director	59 Shaftsbury Road Rochester, New York
Joseph C. Ange, Jr.	Director	6 Stockton Lane Rochester, New York

At the first annual meeting, the members shall elect all of the Directors for terms of three (3) years each. At every third annual meeting thereafter, Directors shall be elected by the members to hold office for three (3) years or until election of their respective successors.

8. The Association may be dissolved, with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or a consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created, or for general welfare of the residents of the town in which the property

is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to similar purposes.

9. The duration of the Association shall be perpetual.

10. Amendment of this Certificate of Incorporation shall require the assent of seventy-five percent (75%) of the entire membership.

11. The office of the Association is to be located in Monroe County, New York. The Post Office address within the State to which the Secretary of State shall mail a copy of any process is: c/o Chamberlain, D'Amanda, Oppenheimer & Greenfield, 1600 Crossroads Office Building, Rochester, New York 14614.

12. The incorporator of this corporation is a natural person at least nineteen (19) years of age.

13. Nothing contained in this Certificate shall authorize or empower the corporation to perform or engage in any act or practice prohibited by the General Business Law, Section 340 or other anti-monopoly statutes of the State of New York.

IN WITNESS WHEREOF, I have made, subscribed and acknowledged this Certificate this 9th day of October, 1986.

A handwritten signature in black ink that reads "Matthew M. Korona". The signature is written in a cursive, flowing style.

**"MATTHEW M. KORONA  
1600 Crossroads Building  
Rochester, New York 14614**

STATE OF NEW YORK ) COUNTY OF  
MONROE ) SS:

On this 9th day of October, 1986, before me personally came Matthew M. Korona, to me known and known to me to be the same person described in and who executed the foregoing certificate of incorporation, and he duly acknowledged to me that he executed the same.

Susan E. Finn (signature)

Notary Public

## **4.2 1986 Certificate of Amendment of the Certificate of Incorporation**

### **Certificate of Amendment of the Certificate of Incorporation of the Woodbury Commons Homeowners Association, Inc.**

Under Section 402 of the Not-for-Profit Corporation Law

The undersigned, being all of the members of the Corporation, by unanimous written consent hereby adopt the following amendments to the Certificate of Incorporation.

1. The name of the corporation is Woodbury Commons Homeowners Association, Inc.. hereinafter called the "Association".

2. The Association 's Certificate of Incorporation was filed with the Department of State on October 20, 1986 pursuant to Section 402 of the Not-for-Profit Corporation Law of the State of New York.

3. The Association is a corporation as defined in subparagraph (a)(5) of Section 102 of the New York State Not-for-Profit Corporation Law and is a type "A" Corporation as defined by Section 201 of the New York State Not-for-Profit Corporation Law.

4. Section 5 regarding membership in the Association and Section 6 regarding voting are hereby deleted in their entirety.

5. Section 7 regarding directors is amended by deleting the last paragraph of Section 7 regarding the term and election of directors.

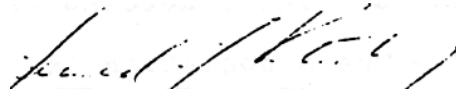
6. This Amendment of the Certificate of Incorporation was authorized by the sole member of the Association.

7. The Secretary of State is designated as agent upon whom process against it may be served. The Post Office address to

which the Secretary of State shall mail a copy of any process served against his is: c/o Chamberlain. D'Amada. Oppenheimer & Greenfield. 1600 Crossroads Office Building, Rochester. New York 14614.

IN WITNESS WHEREOF, the undersigned sole member by is Secretary and Treasure has made and subscribed this Amended Certificate this 31<sup>st</sup> day of October, 1986.

HARTS WOODS TOWNHOUSES. INC.

A handwritten signature in black ink, appearing to read "Jerald J. Rotenberg", is written over a faint, rectangular stamp or watermark.

Jerald J. Rotenberg, Secretary and  
Treasurer

**VERIFICATION**

**STATE OF NEW YORK) COUNTY OF  
MONROE ) SS.**

**JERALD J. ROTENBERG, being duly sworn says: that he is the Secretary and Treasurer of Harts Woods Townhouses. Inc. the sole member of the Association herein, that he has read the foregoing Certificate of Amendment, and knows the contents thereof, and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true. The reason why this Verification is made by Jerald J. Rotenberg is that he is an officer, to wit, the Secretary and Treasurer of Harts Woods Townhouses. Inc.. which is a New York corporation, and he is familiar with the facts and circumstances therein.**



**JERALD J. ROTENBERG**

### 4.3 Declaration of Covenants

**Note:** As of the present version of this handbook (Rev. 2.0), there have been two amendments to the Covenants approved by the WCHOA since December 9, 2006.

Amendment #6 adds Item 13A to the Responsibility Matrix and was legally recorded in 2009:

**Add:**

13A – Private Lot Ground Areas:	Association Responsibility
- Grass	All except watering
- Trees existing as of Dec. 31, 2008	All Trees existing as of Dec. 31, 2008, whether planted by WCHOA or Owner. Except watering.
- Trees planted after Dec. 31, 2008	Only trees planted by the Association. Except watering.
- Shrubs existing as of Dec. 31, 2008	All shrubs existing as of Dec. 31, 2008, whether planted by WCHOA or Owner. Except watering.
- Shrubs planted after Dec. 31, 2008	Only shrubs planted by the Association. Except watering.
Note:	No action will be taken by the Association related to plantings on a private lot without prior consultation by the Board of Directors with the unit owner.

Amendment #7 changes the responsibility regarding insects and undomesticated animals as documented in Item 14 in the Responsibility Matrix. This change is in the process of being formally recorded:

**Change:**

... Non-building maintenance threat	None
-------------------------------------	------

**to:**

... Non-building maintenance threat	An infestation of insects which affects two or more units in such a manner as to pose a threat to those residents such as bee or wasp stings as opposed to a nuisance.
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Neither of these approved changes are reflected in the copy of the DECLARATION OF COVENANTS below, which was taken from the town records prior to 2009.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODBURY COMMONS  
HOMEOWNERS ASSOCIATION, INC.**

**AS AMENDED FROM THE ORIGINAL DOCUMENT**

Date: December 9, 2006

*(Five amendments incorporated into this version)*

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The land affected by the within instrument lies in the Town of Perinton,  
County of Monroe, New York

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This Declaration of Covenants was originally recorded in the Monroe County Clerk's Office on October 2, 1987, in Liber 7202 of Deeds, Page 268, which Declaration was amended by Amendment dated December 12, 1995, recorded on December 27, 1995, in Liber 8689 of Deeds, Page 47, which was further amended by Amendment dated July 15, 1998, recorded on July 17, 1998, in Liber 9035 of Deeds, Page 108, by Amendment dated November 15, 2000, recorded on February 6, 2001, in Liber 9419 of Deeds, Page 527, by Amendment dated June 6, 2005, recorded on August 8, 2005, in Liber 10167 of Deeds, Page 298, and by Amendment dated December 9, 2006, recorded on December 27, 2006, in Liber 10400 of Deeds, Page 531.

**AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

WITNESSETH:

WHEREAS, Declarants are at least sixty-six percent (66%) of the owners of the lots situate at that certain property in the Town of Perinton, County of Monroe, and State of New York, which is more particularly described as:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Perinton, County of Monroe and State of New York and is more particularly described as follows:

## Legal Documents

BEGINNING at a point in the south right-of-way line of Hulburt Road, said point being the northwest corner of a parcel of land conveyed to Harts Woods Manor, a New York Partnership, by Roy W. Goetzman and Jean A. Goetzman by Warranty Deed dated December 11, 1984 and recorded in the Monroe County Clerk's Office on December 12, 1984, in Liber 6634 of Deeds, at page 44.

THENCE, (1) S 08° 58' 51" W, a distance of 843.52 feet to a point,

THENCE, (2) S 65° 17' 00" E, a distance of 161.00 feet to a point,

THENCE, (3) N 85° 09' 47" E, a distance of 650.71 feet to a point,

THENCE, (4) N 00° 17' 19" W, a distance of 402.80 feet to a point,

THENCE, (5) S 89° 47' 51" W, a distance of 368.56 feet to a point,

THENCE, (6) N 61° 08' 55" W, a distance of 285.10 feet to a point,

THENCE, (7) N 08° 58' 51" E, a distance of 270.00 feet to a point in the south right-of-way line of Hulburt Road,

THENCE, (8) N 64° 49' 09" W along the south right-of-way of Hulburt Road, a distance of 93.72 feet to the point and place of beginning,

INTENDING to describe a parcel of land containing 8.84 acres of land as the same is set forth on a map of an instrument survey for Woodbury Commons made by Dominic J. Parrone, Land Surveyor, dates April 2, 1986.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### 4.3.1 ARTICLE I - DEFINITIONS

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Section 1. "Association" shall mean and refer to the Woodbury Commons Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Multiple individuals or entities in ownership of a Lot shall be deemed a single "Owner."

Section 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, including areas therein to be occupied by single dwellings, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" or "Common Areas" shall mean and refer to all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association is described as follows: The private road known as Woodbury Way, all private drives, and all Open Green Areas as may be shown on a map of Woodbury Commons Subdivision, filed in the Monroe County Clerk's Office in Liber 239 of Maps at pages 8, 9 and 10.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association. Each Owner shall be a Member. Multiple individuals or entities in ownership of a Lot shall be deemed a single Owner and shall be a single Member.

Section 7. "Unit" shall mean any townhome, building, or other dwelling unit erected on a Lot.

### **4.3.2 ARTICLE II - PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment through the Association in and to the Common Area in common with others which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. the right of the Association, pursuant to its By-Laws, to adopt rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereon;

b. the right of the Association to suspend the right to use the Common Area by any Owner

## Legal Documents

for any period during which an assessment against such Owner's Lot remains unpaid and for a period of not more than sixty (60) days for any infraction of its published rules and regulations; however, there shall be no right of the Association to suspend the right of an Owner to ingress or egress to such Owner's Lot;

c. the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by seventy-five percent (75%) of the Members and signed by their first mortgagees agreeing to such dedication or transfer has been recorded;

d. the right of the Association to limit the number of guests;

e. the right of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas.

Section 2. Any owner may delegate, in accordance with the By-Laws, such Owner's right of enjoyment to the Common Areas to such Owner's family members or contract purchasers who reside on the property.

### **4.3.3 ARTICLE III - EASEMENTS**

Section 1. The Association shall have the right to grant easements, both temporary and permanent, to any or all public utilities and/or public authorities, over, under, or through any part of the Properties described herein, to inspect and read utility meters and to use any pipes, wires, ducts, cables, conduits, public utility lines, and other equipment located in any Unit or elsewhere on the property serving any Unit.

Section 2. There is hereby created a blanket easement upon, across, over and under all of the Properties for ingress, egress, installations, replacement, repair, and maintenance of all utilities and corresponding meters, including but not limited to water, sewers, gas, telephones, electricity, and a television antenna or cable system. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other equipment on the Properties and to affix and maintain electrical and/or telephone wires and conduits, sewer and water lines, on, above, or below any residence or land owned by any Owner so long as it does not interfere with the use and occupancy of any structure. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over all the Common Areas and to enter into any residence to perform the duties of maintenance and repair of the residences or Common Area, to repair and maintain any utilities for which an easement has been granted and to prevent any damage to any other residence. Neither the Association nor any public authority or public utility shall be liable for any damage done by any of them or their assigns, agents, employees or servants to shrubbery, trees, flowers, lawns, or other improvements of the Owner located on land covering easements for underground services, other than the liability for the reasonable cost of repairing said damage. The Association shall have the right to obtain and retain a key from each Owner for entry into each Unit at any time in the event of an emergency repair or maintenance and for all purposes set forth in this Declaration.

Section 3. Each Lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, settling, and overhangs for all buildings constructed by Declarant. A valid easement for said encroachments and for the maintenance and repair of same, so long as such encroachments stand, shall and does exist in favor of the Owner and mortgagees, if any, of the improvement causing the encroachment. In the event that any structure containing one or more units is partially or totally destroyed and then rebuilt, minor encroachments on paths of the adjacent units or Common Areas due to construction shall be permitted, and a valid easement for said rebuilding and for said encroachments and the maintenance and repair thereof shall exist.

#### **4.3.4 ARTICLE IV - PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law requiring party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repairs and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it. If the other Owner thereafter makes use of the wall, he shall contribute to the costs of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any provisions of this Article, any Owner who by such Owner's willful act or negligence causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right and/or obligation of any Owner to make or receive contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall under provision of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of the arbitrators, and the decision shall be binding.

### **4.3.5 ARTICLE V - EXTERIOR MAINTENANCE**

Section 1. The maintenance and repair of the Property shall initially be as provided on the maintenance chart or "Responsibility Matrix" attached to this Declaration as Exhibit I.

The Association may increase (or decrease) its maintenance responsibilities, provided such increase or decrease is approved in writing by the Owners of 66 percent (66%) of all Units.

Any responsibility for maintenance, repair or replacement with respect to the Units which is not the responsibility of the Association is the responsibility of and shall be made at the cost and expense of the respective Owner(s) of such Units.

Subject to the provisions of Section 2 below, the cost of all maintenance, repairs and replacement performed by the Association shall be funded from the Assessments as provided in Article VII below.

The Association shall have an easement and right of access for maintenance and repairs as set forth in Article III above.

Section 2. Repairs and Maintenance Which Are Not the Responsibility of the Association. Any maintenance, repair or replacement made by the Association pursuant to Section 1 above but which is occasioned by a negligent or willful act or omission of a Unit Owner (including: (1) any family member or guest or invitee of such Owner, and (2) any guest or invitee of any member of such Owner's family) shall be made at the cost and expense of such Unit Owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific Unit and such cost shall be added to the Unit Owner's Assessment and, as part of that Assessment, shall constitute a lien on the Unit to secure the payment thereof.

The maintenance, repair or replacement of any Property of a Unit Owner which is not covered by the Responsibility Matrix shall be the responsibility of the Unit Owner who owns such Property, but such responsibility shall not preclude such Owner from recovering the cost of such maintenance, repair or replacement from any party whose negligence or affirmative act caused the need for such maintenance, repair or replacement.

Section 3. Quality and Frequency of Maintenance and Repairs. All maintenance, repair and replacement, whether or not performed by the Association, shall be of a quality and appearance consistent with the enhancement and preservation of the appearance and value of the Property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement of Property which it is obligated to maintain, repair or replace, which schedules and regulations shall take into account the useful life of any painting and exterior materials and the enhancement and preservation of the appearance and value of such Property.

### **4.3.6 ARTICLE VI - MEMBERSHIP AND VOTING RIGHTS**

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Section 1. Each Owner of a Lot which is subject to assessment shall be a Member of the Association. Multiple individuals or entities in ownership of a Lot shall be deemed a single Owner and a single Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership.

### **4.3.7 ARTICLE VII - COVENANT FOR ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments for servicing, maintenance, and repairs of the Common Areas and operating expenses of the Association ("Maintenance Assessments"); (2) annual assessments for all real property taxes on the Common Areas ("Tax Assessments"); (3) special assessments for capital improvements of the Common Areas ("Capital Improvement Assessments"); (4) annual assessments for services, if any, obtained for, and/or provided for Lots, such as water, fire and casualty insurance, gas, electricity, television reception, etc. ("Unit Service Assessments"); (5) assessments for the funding and refunding of reserve accounts established for the repair, maintenance or improvement of Common Areas or Units ("Reserve Fund Assessments"); (6) assessments for repair and maintenance of individual units ("Unit Repair Assessments"), such assessments to be established and collected as hereinafter provided. The Maintenance, Tax, Capital Improvement, Unit Service, Reserve Fund and Unit Repair assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Maximum Maintenance Assessment. The annual maintenance assessment will be determined by the Board of Directors of the Association, but any increase may not exceed ten percent (10%) of the previous year's assessment, plus the percentage increase from the previous year of the U.S. Bureau of Labor Statistics Consumer Price Index for Services.

The Board of Directors may fix the annual maintenance assessment at any amount not in excess of the maximum.

The maximum annual maintenance assessment may be increased above the maximum only by a vote of sixty-six percent (66%) of the Members voting in accordance with By-Laws of the Association.

Section 3. Special Assessments for Capital Improvements. In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any reconstruction, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment

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shall have the assent of sixty-six percent (66%) of the votes of Members who are voting in accordance with the By-Laws of the Association..

Section 4. Notice and Quorum for Any Action Authorized Under Sections 2 and 3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 3 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum.

If at such meeting the required sixty-six percent (66%) approval is not given, then the Secretary shall hold open the ballot for thirty (30) days to enable those Members not present to vote. If at the end of the thirty (30) days period the required sixty-six percent (66%) approval has not been given, then the proposal shall be deemed to have been defeated.

Section 5. Rate of Assessment. Maintenance, Tax, Capital Improvements and Unit Service and Reserve Fund assessments must be fixed at a uniform rate for all Lots.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless the Board otherwise provides, one-twelfth (1/12) of the annual assessments shall be due each month. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, or the highest prevailing legal rate of interest, whichever is lower. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property; and interest, costs, disbursements, and reasonable attorney's fees of any such action will be added to the amount of such assessment and each such Owner agrees to pay such attorney's fees as the Association may incur in any action to foreclose such lien. Each such Owner, by such Owner's acceptance of a deed to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.



Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed by a lending institution. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **4.3.8 ARTICLE VIII - ARCHITECTURAL AND LANDSCAPE CONTROL**

No building, fence, wall, antenna, deck or other structure or air conditioning compressor shall be constructed, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by, as to harmony of external design and location in relation to surrounding structures and topography, the Board of Directors of the Association. In the event said Board fails to approve such design and location within thirty (30) days after said plans and specifications have been submitted to it, the request shall be deemed denied.

#### **4.3.9 ARTICLE IX - USE RESTRICTION**

The use of any portion of the Property, including the Lots, Units and Common Areas, shall be subject to the provisions of the codes, rules and regulations of the Town of Perinton, County of Monroe and State of New York as the same may be amended from time to time. No commercial or business activities shall be permitted upon the Properties. No commercial vehicles, other than those vehicles making deliveries or providing services to the Lots and Units in the development, may be stored or parked on any portion of the Properties, except entirely within an enclosed garage. No boating vessel, trailer or recreational vehicle may be parked or left on the Properties for more than twenty-four (24) hours except entirely within an enclosed garage or in areas designated by the Association. Visitor parking may be limited to areas designated by the Association. No advertising or political signs, except one "For Sale" sign shall be placed or permitted to remain on the Property. Except in the individual patio area adjacent to a Unit and fenced at the time of purchase, planting or gardening shall be governed by the rules and regulations of the Association. No fences, hedges or walls shall be erected or maintained upon said Property without such approvals as may be required under Article VIII hereof. There shall be no exterior television, or radio antennas or satellite dishes placed or maintained upon any portion of the Property except as may be permitted pursuant to the rules and regulations of the Association, or as permitted by the Federal Telecommunications Act of 1996 and Federal Communication Commission (FCC) 1999 Over-The-Air Reception Devices Rules.

Effective upon the recording of this Amendment, no Residential Unit may be leased. All Residential Units must be Owner occupied, excepting units currently [December 9, 2006] being leased, which may be leased until they are conveyed to a subsequent Owner.

#### 4.3.10 ARTICLE X - INSURANCE AND CASUALTY DAMAGE

Section 1. Insurance Assessments. The Board of Directors of the Association, or its duly authorized agent, shall have the authority to and shall obtain a master insurance policy for all Units against loss or damage by fire or other hazards and coverage shall be for the unit value of each Unit under the "all in" policy, i.e., covering the Units including but not limited to the Unit structure, wall to wall carpeting, lighting fixtures, any attic or basement areas, bathroom fixtures, built-in appliances, wall coverings, all heating, air conditioning and all machinery servicing the Units and common facilities and any improvements, betterments, upgrades or alterations made by present or prior owners or occupants; coverage shall exclude the personal property of owners and occupants.

The Board of Directors shall also obtain a broad form public liability policy covering all Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. The coverage shall be written on such basis, at such rates and upon such terms as the Board of Directors of the Association shall from time to time in its discretion determine. Premium for all such insurance shall be included in the Unit service assessment, payable monthly. All such insurance coverage, including insurance on individual Units obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the Owners. In addition to the aforesaid insurance required to be carried by the Owner through the Association, any Owner may, at such Owner's expense, carry any and all other insurance desired or deemed advisable. It shall be the individual responsibility of each Owner to procure homeowner's liability insurance, theft and other insurance covering personal property damage and loss. In the event of destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, upon receipt of the insurance proceeds and to the extent possible, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly existed. All such insurance proceeds shall be deposited in a bank or other financial institution the accounts of which are insured by a Federal government agency. Such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors may negotiate with and engage any contractor of its choice. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly existed, the Board of Directors shall levy a special assessment against all Owners of the damaged Units in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such Units to satisfy any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective mortgagees and/or Owners in such proportions as the Board of Directors shall deem fair and equitable in the light of the damage sustained by such Units. In the event of damage or destruction by fire or other casualty to any Unit or other property covered by insurance written in the name of an individual Owner, said Owner shall, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the Unit in a good workmanlike manner in conformance with the original plans and specifications of said Unit. In the event such Owner refuses or fails to so repair and rebuild any and all such damage to the Unit within thirty (30) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such Unit in good and workmanlike manner in conformance with the original plans and specifications of the Unit. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided for delinquent assessments, and subject to foreclosure.

### 4.3.11 ARTICLE XI - GENERAL PROVISIONS

#### Section 1. Enforcement.

a. Actions at Law or Suits in Equity. The provisions of the Declaration bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Association (being hereby deemed the agent for all of the Owners), and by any Member or Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or suits in equity. As it may be impossible to measure momentarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof .

b. Penalties and Fines. In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this Declaration or of the By-Laws or of the rules and regulations of the Association or any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties, the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other person. Monetary penalties imposed against an Owner shall be deemed a Special Assessment against the Lot of such Owner or on which the Unit occupied by such occupant is located and, as such, shall be a charge and continuing lien upon such Lot, shall constitute a personal obligation of the Owner, and shall be collectible in the same manner as Assessments under Article VII of this Declaration.

c. No Waiver by Failure to Enforce. The failure of any beneficiary hereof to enforce any provision of the Declaration shall in no event be construed as a waiver of the right by that beneficiary or any other to do so thereafter, as to the same or a similar violation occurring prior or subsequent thereto. No liability shall attach to the Association (or any officer, director, employee, member, agent, committee or committee member) or to any other person or organization for failure to enforce the provisions of the Declaration.

d. Obligation and Lien for Cost of Enforcement by Association. If the Association or any other party successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration, or the rules and regulations promulgated hereto, the costs of such action, including legal fees, shall become a binding, personal obligation of the violator. If such violator is: (1) the Owner; or (2) any family member, guest or invitee of the Owner; or (3) a guest or invitee of any member of such Owner's family, such costs shall also be a lien upon the Lot owned by such Owner.

Section 2. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners. Any amendment must be recorded in the office of the Clerk of the County of Monroe. Such Amendment need not contain the written consent of the required number of Owners, but may contain a Certification by the Board of Directors of the Association that the consents required for such Amendment have been received and filed with the Board.

Section 4. Prior Declaration. This Amended and Restated Declaration of Covenants, Conditions and Restrictions modifies and supersedes that prior Declaration of Covenants, Conditions and Restrictions encumbering the premises herein described, as previously amended, and all provisions of this Amended and Restated Declaration shall control over conflicting provisions of such prior Declaration.

Pursuant to Declaration Article XI, Section 3, the undersigned members of the Board of Directors certify as follows:

1. This Amendment has been adopted in full compliance with Article XI of the Declaration.
2. It was adopted at a duly called meeting of the Lot Owners.
3. More than sixty-six percent (66%) of the Lot Owners have approved the Amendment.

IN WITNESS WHEREOF, the undersigned being all the members of the Woodbury Commons Homeowners Association, Inc. Board of Directors cause this Amendment to be signed this 9<sup>th</sup> day of December, 2006, and direct the Amendment to be recorded in the Monroe County Clerk's Office as an Amendment to the Declaration.

Signed:

John C. Fisher, President

Agnes W. Rideout, Vice President

James Lane, Secretary

Georgiana Prince, Treasurer

James K. Koon, Member-at-large

### 4.3.12 Exhibit I - Responsibility Matrix

**Woodbury Commons Homeowners' Association – as approved 15 November 2000**

**Responsibility Matrix** (Note: An "X" Indicates Association Responsibility)

**Table 4-1 Exhibit I - Responsibility Matrix**

<b>1 – Plumbing / Heating &amp; Cooling:</b>	<b>Association Responsibility</b>
- Interior Plumbing	From curb box shutoff (near street) to and including unit shutoff in all units.  Water usage-based payment only.
- Exterior Plumbing	None
- Heating & Cooling	None

<b>2 – Windows:</b> [Skylights, see "Roofs" Section 12]	<b>Association Responsibility</b>
- Glass	None
- Window frames & sills	None
- Window hardware (hinges, actuators, locks)	None
- Weather sealing between windows and frames	None
- Caulking, Painting & Staining	Exterior Only

<b>3 – Doors:</b>	<b>Association Responsibility</b>
- Garage:	
...Wood / Steel door	Exterior Painting, Staining and Caulking Only
...Hinges, Springs, tracks, cables	None
- Lifting mechanism	None
- Front entrance:	Exterior Painting, Staining and Caulking Only
- Rear entrance(s):	Exterior Painting, Staining and Caulking Only

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<b>3 – Doors:</b>	<b>Association Responsibility</b>
- Storm & Screen	None
- Garage (kitchen or foyer to garage)	None
- All locks	None

<b>4 – Concrete floors:</b>	<b>Association Responsibility</b>
- Garage	None
- Basement	None

<b>5 – Walls:</b>	<b>Association Responsibility</b>
- Exterior block walls:	
...Outside surface	None
...Inside surface	None
...Structural integrity	None
...Waterproofing	None
- Party walls	None
- Steel basement columns (lolly columns) and their immediate foundation	None
- All wall foundations	None
- Exterior siding and related trim (e.g., drip edges, soffits, etc.)	X Including Staining

<b>6 – Front porch / step(s):</b>	<b>Association Responsibility</b>
- Structural Integrity	None
- Snow removal	X

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<b>6 – Front porch / step(s):</b>	<b>Association Responsibility</b>
- Porch, deck & garage exterior lighting	Replacement labor only
- Any and all additional lighting installed by owner	None

<b>7 – Sewage:</b>	<b>Association Responsibility</b>
- Internal	None
- External, Laterals (4" pipe) from unit to 8" interceptor near roadway	All after owner attempts to clear line(s) to the street interceptor
- External, interceptor (8" pipe near Woodbury Way) & beyond	None

<b>8 – Rainwater / snow melt / sumps:</b>	<b>Association Responsibility</b>
- Gutters	X Including periodic cleaning
- Downspouts	X
- Grading of soil surrounding units	X
- Storm water	X
... Interceptors (mains)	None
... Catch basins, laterals (from unit to interceptor) and downspouts	X
- Damage due to ice damming	Reasonable attempt to address root cause, not including insurance deductible
- Sump pump & check valves	None

<b>9 – Chimneys &amp; fireplaces:</b>	<b>Association Responsibility</b>
- Interior components	None

<b>9 – Chimneys &amp; fireplaces:</b>	<b>Association Responsibility</b>
- Exterior components:	
... Cap	All, Including Caulking
... Spark arrester	All, Including Caulking
... Structural framing	All, Including Caulking
- Any and all Natural Gas or Propane conversions	None

<b>10 – Decks / deck enclosures / patios / owner installed improvements:</b>	<b>Association Responsibility</b>
- Staining / painting	None
- Roofing, glazing, siding	None
- Structure	None
- All owner installed improvements	None

<b>11 – Vents:</b>	<b>Association Responsibility</b>
- Dryer vents	Exterior portion only, including caulking
- Bathroom vents	Exterior portion only, including caulking
- Kitchen vents	Exterior portion only, including caulking
- Sewer vents	Exterior portion only, including caulking
- Vacuum cleaner vents	Exterior portion only, including caulking
- Soffit	X-Maintenance Only

<b>12 – Roofs:</b>	<b>Association Responsibility</b>
- Shingles	X
- Underlayment	X
- Sheathing	X
- Integral roof peak vent	X



<b>12 – Roofs:</b>	<b>Association Responsibility</b>
- Flashing / drip edge	X
- Skylights:	
... Plastic / glass	None
... Framing / flashing	Repair of leaks only

<b>13 – Common areas:</b>	<b>Association Responsibility</b>
- Grass	All except watering
- Trees	All Trees whether planted by WCHOA or Owner. Except watering.
- Shrubs	Side and Front Only whether planted by WCHOA or Owner. Except Watering.
- Roadways	X
- Sidewalks	X
- Driveways	X
- Street gutters	X
- Street lighting	X
- Fire hydrants	None
- Mailboxes	X
- Lawn irrigation systems	None

<b>14 – Services &amp; infrastructure:</b>	<b>Association Responsibility</b>
- Electric:	
... Mains (primary, transformers & pull boxes, if used)	None
... Secondary service	Common areas. From transformer (or pull box) to meter.
... Street & monument lighting	X
- Refuse & recycling	All routine removal
- Snow removal / deicing	3" or more on walkways, driveways, roads and parking areas
- Insurance:	

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<b>14 – Services &amp; infrastructure:</b>	<b>Association Responsibility</b>
... Structures and common areas master fire, liability and umbrella including “improvements and betterments” for cost of “replacement of like quality with no depreciation”	All unless caused by negligence or wanton malicious act of owner(s). Owner(s) will be assessed any applicable deductibles.
... Personal contents, liability and umbrella	None
Insects & undomesticated animals:	
... Building maintenance threat	Voles, moles, carpenter ants and carpenter bees; undomesticated animal damage which affect the structural integrity of the Unit or Lawn.
... Non-building maintenance threat	None
...Undomesticated animal and unknown (stray) domesticated animal removal	None
- Cable TV	None
- Telephone	None

## 4.4 By-Laws and Homeowners Association Rules of the WCHOA

**BY-LAWS AND HOMEOWNERS ASSOCIATION RULES**  
**OF**  
**WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC**  
(Amended May 23, 1994)  
(Amended June 23, 1998)  
(Amended June 27, 2002)

### 4.4.1 ARTICLE I – NAME, PURPOSE, OFFICE

**NAME AND LOCATION.** The name of the corporation is Woodbury Commons Homeowners Association, Inc., hereafter referred to as the “Association”. The principal office of the corporation shall be located in the Town of Perinton, Monroe County, New York, but meetings of Members and Directors may be held at such places within the State of New York, County of Monroe, as may be designated by the Board of Directors. The Association has been formed for the exclusive purpose of promoting the common good and social welfare of the Members of the corporation.

### 4.4.2 ARTICLE II - DEFINITIONS

All terms used herein shall have that meaning and definition ascribed to them in Article 1 of the Declaration of Covenants, Conditions and Restrictions encumbering the Woodbury Commons subdivision, as such declaration may be amended from time to time.

### 4.4.3 ARTICLE III - MEETING OF MEMBERS

**Section 1. Annual Meetings.** There shall be an annual meeting in June each year to conduct the business of the Association. The order of business shall be as follows:

- a. Calling the meeting to order
- b. Proof of an established quorum
- c. Approval of the Agenda
- d. Reading and approval of minutes of last annual meeting
- e. Reports of officers
- f. Reports of committees
- g. Transaction of other business
- h. Election of Directors

Rev. 2.0

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-third (1/3) of the Members.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member, addressed to the Member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and include an agenda, a sealable ballot for election to the Board of Directors if an election is to take place, and a separate sealable ballot for any resolution or referendum of prior notice on which a vote will be taken.

**Section 4. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, of sixty percent (60%) of the votes of the Members shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy, duly appointed by instrument in writing, filed with the Secretary, which writing is subscribed by such Members and bears a date not more than eleven (11) months prior to such meeting, unless such instrument provides for a longer period. Each proxy shall be revocable and shall automatically cease upon conveyance by a Member of such Member's Lot.

**Section 6. Governing Rules.** All meetings of Members and the Board of Directors shall be governed by Robert's Rules of Order.

#### **4.4.4 ARTICLE IV - BOARD OF DIRECTORS' SELECTION: TERM OF OFFICE**

**Section 1. Number.** The affairs of the Association shall be managed by a Board of Directors consisting of five (5) persons from among Members of the Association. Only one Owner of a Unit may serve on the Board at the same time.

**Section 2. Election and Term of Office.** One or two Members of the Association shall be elected to the Board of Directors at the annual meeting in June, to serve for three (3) years each, beginning July 1. The purpose is to assure the Association of a staggered but continuous Membership on the Board. If a vacancy occurs after the annual meeting, the Board shall appoint a Member to fill the vacancy until the next annual meeting, at which

time the nominating committee shall recommend a Member to fill any unexpired one or two-year term. No Member may serve as a Director for three consecutive terms.

**Section 3. Removal.** Any Director may be removed for the Board, for cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board and shall serve as specified in Article IV, Section 2, regarding vacancies.

**Section 4. Compensation.** No director shall receive compensation as a Director for any service he or she may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of duties, as well as compensated for services performed other than as a Director.

#### **4.4.5 ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee which shall present a slate of candidates to replace those members of the Board whose terms have expired or been vacated. Nominations by Members may also be made from the floor at the annual meeting of the Members. The nomination committee shall consist of a chairman, who shall be a member of the Board of Directors and two (2) more Members of Association who need not be members of the Board of Directors.

The nominating committee shall be appointed by the Board of Directors prior to each annual meeting, to serve from the close of such annual meeting to the close of the next annual meeting, and such appointment shall be announced at each annual meeting.

**Section 2. Election.** Election to the Board of Directors shall be by a double-envelope secret ballot. Any sealed ballots sent to the management company shall be delivered unopened to the annual meeting to be counted. At such election each Member or proxy is entitled to one vote, and only one vote, regardless of number of Lots owned by such Member. Multiple individuals or entities in ownership of a Lot shall be deemed a single Member, entitled to one, and only one, vote. The person or persons receiving the largest number of votes shall be elected.

#### **4.4.6 ARTICLE VI - MEETING OF DIRECTORS**

**Section 1. Regular Meetings.** There shall be a monthly meeting of the Board of director.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after each Director has received written or verbal notice of the purpose and intent of the meeting at least twenty-four hours prior to the proposed meeting. All actions taken shall be recorded in separate minutes or in the minutes of the next meeting of the Board, and shall be noted as taking place in a special meeting.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. At a duly held meeting at which a quorum is present, every act or decision ratified by a majority (3) of the total number of Directors (5) shall be regarded as the act of the Board, but all members of the Board who will be unable to attend the meeting shall be consulted regarding all published agenda items prior to the meeting.

**Section 4. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written vote of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors, shall be recorded in the minutes of the next meeting of the Board, and shall be noted as taking place without a meeting.

**Section 5. Attendance.** Meetings of Directors shall be open to Members except when held pursuant to Section 4. On occasion, only in matters where personal privacy must be preserved, and by a two-thirds majority, as specified in Robert's Rules of Order, the Board may elect to have a portion of the meeting in executive session without the presence of non-board Members.

#### **4.4.7 ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

- a. appoint a committee to propose Rules and regulations for ratification by sixty-six percent (66%) of Members, such Rules and Regulations to govern the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b. levy such reasonable penalties as may be established in the Rules and Regulations for non-compliance of the Rules.
- c. suspend, after notice and hearing, for a period not to exceed sixty (60) days, the right of a Member to use Common Areas in the event the Member shall be in default in the payment of any assessment levied by the Association, or in the event such Member has committed an infraction of published Rules and Regulations; however, there shall be no right of the Association to suspend the right of a Member to ingress to or egress from any Member's Lot;
- d. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these By-Laws, the Certificate of Incorporation, or the Declaration;
- e. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the board (unless such absences are approved by the Board), in which event the remaining members of the Board shall appoint a successor to serve as specified in Article IV, Section 2, regarding vacancies;

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- f. employ a manager, an independent contractor, or such other employees, agents, or professional consultants, as they deem necessary, and to prescribe their duties; and
- g. grant variances in compliance with Declaration of Covenants and the Rules and Regulations. Action on a variance request shall be taken within thirty (30) days of receipt of the request, and reported in writing within another five (5) days to the Member requesting the variance.

### **Section 2. Duties.** It shall be the duty of the Board to:

- a. cause to be kept a complete record of all its acts and corporate affairs and present a statement thereof at the annual meeting of Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members;
- b. supervise all officers, agents and employees of the Association and see that their duties are properly performed
- c. as more fully provided in the Declaration, to:
  - 1. present a final budget, including the proposed annual assessment against each Lot, to all Members at least thirty (30) days in advance of each annual assessment period
  - 2. take appropriate action to collect assessments not paid within thirty (30) days after the due date and
  - 3. issue an audit by a certified public account to all Members as soon as possible consistent with approved accounting practices, but not later than 1 June
- d. issue, or cause an appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain adequate liability and hazard insurance on Property owned by the Association, and procure and maintain a master insurance policy for all Units, including added improvements to all Units, against loss or damage by fire, or other hazards, as set forth in the Declaration;
- f. cause all officers or employees having fiscal responsibilities to be bonded, and all Board members to be insured against liability in the performance of their duties, as it may deem appropriate;
- g. cause the Common Area to be maintained;
- h. cause the exterior of the dwellings to be maintained pursuant to the Declaration of Covenants, Conditions and Restrictions, and the Rules and Regulations of the Association;
- i. make certain that all Members are provided timely updates to the Woodbury Commons Homeowners Association Handbook, which includes the Certificate of Incorporation, the Declaration of Covenants, Conditions and Restrictions, the By-Laws, the Rules and Regulations, service and variance request forms and procedures, a Reserve Fund overview, frequently called numbers, names of Board and committee Members, service contractors, and residents' most recent names, addresses and phone numbers, as required;
- j. distribute to all Members with sixty (60) days following the annual meeting a yearly compilation of all Board decisions, including variances, for inclusion the Members' Homeowners Association Handbook, and
- k. promptly mail notice to all Homeowners whenever the Board deems it necessary to draw from the reserve fund account for non-budgeted expenses. A period of at least two weeks shall elapse between the mailing of notice and its implementation to permit the Board to receive comments and suggestions for their consideration. The responses of the Homeowners are for the guidance of the Board and in no way limit the actions of the Board.

**Section 3. Conflict of Interest.** No member of the Board shall cast a vote or negotiate a contract that will affect his or her own Unit, or is in any way a conflict of interest.

#### **4.4.8 ARTICLE VIII - OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary, and a Treasurer, who need not be members of the Board of Directors; and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the new Board of Directors following each annual meeting of the Members in June.

**Section 3. Term.** The officers of this Association shall hold office for one (1) year, beginning Jul 1, or until their successors are duly elected and qualified, unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office for cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.



**Section 8. Duties.** The duties of the officers are as follows:

**PRESIDENT**

The President shall preside at all meetings of the Board of Directors and the Members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and promissory notes. The President shall co-sign, with the Treasurer, all checks in the event the Association has not engaged and authorized a professional management agent to do the same. The President shall prepare and distribute an agenda for all meetings of the Board and the Members.

**VICE PRESIDENT**

The Vice President shall act for the President in the event of the President's absence, or inability or refusal to act, including the right to co-sign, with the Treasurer, all checks and promissory notes, shall appoint three (3) non Board Members and non-candidates at the annual meeting to act as election tellers, and shall exercise and discharge such other duties as may be required of her or him by the Board.

**SECRETARY**

The Secretary shall keep the minutes of all meetings and proceedings of the Board and of the Members, recording all votes, actions by motion and discussion; draft the minutes within three (3) weeks; following the Board's approval or amendment at the next regularly scheduled meeting, publish and distribute the minutes to all Members within thirty (30) days; keep the Association's Book of Minutes and pass it on to his or her successor; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, and the Owners of the Lots, together with their addressees; in the absence of the Treasurer co-sign all checks of the Association in the event the Association has not engaged and authorized a professional management agent to do the same; supervise the publication of a quarterly newsletter which informs Members of the actions of the Board and its committees; and perform such other duties as required by the Board.

**TREASURER**

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; co-sign all checks in the event the Association has not engaged and authorized a professional management agent to do the same; keep proper books to be audited by a certified public accountant at the completion of each fiscal year; prepare a financial report to-date to be presented to Members at the annual meeting; and shall prepare or arrange for the preparation of a final annual budget, including a statement of income and expenditures, to be presented to the Members in accordance with article VII, Section 2 (c)1)

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It is the responsibility of the treasurer to pay all bills presented which have been budgeted and approved under a signed contract without significant delay. Bills which are unbudgeted, significantly larger than the amount contracted, or unanticipated, will require the Board's approval prior to payment.

### **4.4.9 ARTICLE IX - COMMITTEES**

**Section 1. Nominating Committee.** The Board of Directors shall appoint a nominating committee as provided in these By-Laws

**Section 2. Other Committees.** The Board of Directors shall appoint such other committees as provided in the Declaration, and other committees as deemed appropriate in carrying out the purposes of the Association.

### **4.4.10 ARTICLE X - BOOKS AND RECORDS**

The financial books, records and papers of the Association shall, by appointment with the treasurer or secretary, be made available for inspection by any Member

### **4.4.11 ARTICLE XI - ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10) per annum, or the highest prevailing legal rate of interest, whichever is lower, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property; and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of his or her Lot.

### **4.4.12 ARTICLE XII - CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: *WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC., CORPORATE SEAL, 1986, NEW YORK*

#### **4.4.13 ARTICLE XIII - AMENDMENTS**

**Section 1.** These By-Laws may be amended, at a regular or special meeting, by sixty-six percent (66%) of all Members entitled to vote, such vote to be cast in person or by proxy.

**Section 2.** In the event of a dispute as to the wording or interpretation of any documents or resolutions, the control wording shall be as described in the superior document. The documents shall be rated in the order of superiority in the following ranking:

First, the Certificate of Incorporation

Second, the Declaration of Covenants

Third, the By-Laws

Fourth, the Rules and Regulations

Fifth, the Resolutions of the Board of Directors

#### **4.4.14 ARTICLE XIV - FISCAL YEAR**

The fiscal year shall be January 1 to December 31

## 4.5 WCHOA RULES AND REGULATIONS

The Rules and Regulations of the Woodbury Commons Homeowners Association have one primary purpose: TO ALLOW HOMEOWNERS THE FULL USE AND ENJOYMENT OF THEIR HOMES AND FACILITIES WITHOUT VIOLATING THE RIGHTS AND PRIVILEGES OF OTHER HOMEOWNERS.

**Members' Responsibility** - To adhere to the rules and regulations contained herein AND TO INSURE THAT AN UPDATED COPY OF THESE RULES AND REGULATIONS ARE MADE AVAILABLE TO ANY BUYER, whether a private or a broker sale.

### **Rules and Regulations**

These rules and regulations have been formulated based upon the following criteria which are to be used when a review or addition is planned. Strict adherence to these criteria should protect against the inclusion of nonsensical or trivial rules and regulations.

To insure property values are not degraded,

To reduce the impact on operating and maintenance costs,

To promote the safety of the association's members,

To insure the rules or regulations are enforceable, and

To limit the number of variances. Superfluous rules and regulations invite exceptions.

All variance to these rules and regulations are to be submitted in writing to the Board of Directors with sound rationale as to why the variance should be granted. A written response of acceptance or denial will be mailed to you within 30 days of the next board meeting.

Likewise any complaints by homeowners should also be addressed in writing as noted above. Individual board members are not condo cops. A written response by the board will be sent with any remedial action required within 30 days of the next board meeting.

### **4.5.1 Exterior Appearance and Upkeep**

#### **4.5.1.1 Variance Requests and Service Requests**

All exterior changes to the building and grounds require an approved Variance Request.

Possession of a town permit does not waive the need for Board approval. Although the Board will not knowingly approve a project that is in violation of town, county or zoning codes, the responsibility for compliance with any applicable codes are solely that of the homeowner. You should also acquire approval from immediate neighbors.

### 4.5.1.2 Typical Variances

**Table 4-2 Typical Variances**

<b>Variances Required</b>	<b>Permits Required</b>	<b>Standard / Model Required</b>	<b>Special Concerns</b>
Antennas & Satellite Dishes	Town Permit Proper grounding required		Roof penetration damage is the responsibility of homeowner. Ground with 8 ft. spike
Deck Awnings			Roof placement damage is the responsibility of the homeowner. Neighbor consent is required.
Gas Fireplaces, Heaters and other Gas Appliances	Town Permit		See section below on additional requirements on tank size and detectors.
Deck Enclosures and changes	Town Permit		Neighbor consent is required.
Garage Door Replacements		Standard in Appendix A	Painting of the door is the Association's responsibility
Front Door Replacements		Standard in Appendix A	
Patios			Neighbor consent is required

When the Board of Directors becomes aware of an infraction of the Rules and Regulations, the Property Manager will notify the homeowner. If the homeowner fails to correct the infraction and action by the Association is deemed necessary, the board will hire a contractor to remove the infraction at the homeowner's cost. A reasonable fine may be levied by the Association.

### 4.5.1.3 Antennas and Satellite Dishes

Town Permit required with proper grounding. See table above for other requirements.

### 4.5.1.4 Awnings

It is the responsibility of the homeowner of roof replacement if damage occurs. Neighbor consent is required. See table above

#### **Decorations**

Holiday decorations may be displayed provided they are removed within three (3) weeks of the holiday.

Permanent accessories, name plates and initial insignia may be attached only to the surfaces of the homes under the roof of the front door stoop area.

#### **4.5.1.5 Deck and Under-deck**

The homeowner is responsible for staining, sealing, repair, replacement or maintenance of the wood decks, porches, structures, deck railings, under deck and enclosures. The Association is responsible for seeing that all Homeowners maintain their rear decks and porches. To prevent deterioration, staining should be done on the same rotation as the buildings. See Appendix A for color choices.

Use of decks or under-decks for storage is not permitted unless visually shielded by a variance approved structure which blends with the architecture or variance approved plantings.

Stone or other material as a ground cover under the deck is the responsibility of the homeowner along with weed control.

#### **4.5.1.6 Exterior Lighting**

Cost of exterior lights of the same or similar brass design is the homeowner's responsibility. The installation, for safety and insurance reasons, is the responsibility of the Association. Please contact the management company. See Appendix A for approved fixture.

#### **4.5.1.7 Flags, Wind Chimes and Bells**

The installation of one attached flag pole per unit is allowed for the display of the American flag or one decorative flag. Poles may be attached to the wood framing of the garage or wooden porch post. Wind chimes and bells are not to be installed outside units.

#### **4.5.1.8 Garage/Estate Sales**

No individual garage sales are allowed. From time to time, the Association may hold a community sale with the approval of two thirds (2/3) of the homeowners. Estate sales require written request to the Board of Directors.

#### **4.5.1.9 Gas Fireplaces, Heaters and Other Gas Appliances**

A gas detector is required for the specific type of gas to be used (Propane is heavier than air and Natural gas is lighter than air). Additionally, an Oxygen depletion sensor, a Carbon Monoxide sensor and a monitored fire alarm system are strongly suggested for your life and safety considerations. Any exterior fuel tanks must be limited to 100 pounds (23.6 gallons @ 80% full, approximately 14" in diameter by 60" high) and placed on the side or rear of unit, shielded from street and neighbors' view by evergreen plantings and/or decorative screening painted/stained like the main structure of the units. The tanks must also be tethered by metallic chain to a support structure to prevent tipping or falling.

#### **4.5.1.10 Outdoor Drying or Airing:**

Outdoor drying or airing of any clothing, bedding or carpets on deck rails, under decks or in yards is not permitted. Installation of exterior clotheslines is prohibited.

#### **4.5.1.11 Pets**

Homeowners may have either two dogs, or two cats, or one of each

No variances allowed.

All pets must be restrained at all times. No pet may be left unattended.

## Legal Documents

Residents and their guests must promptly clean up after their animals.

Homeowners may report infractions to the Board, the management company and if serious to the Perinton Animal Control.

### **4.5.1.12 Signs**

Only one "For Sale" sign, conforming to the Town of Perinton regulations, is allowed on the property. Installation of the sign should be close to the front sidewalk of the unit and sited without disturbing the lawn.

### **4.5.1.13 Staining Schedule**

Each cluster of units comprising one building is scheduled for routine staining on a five-year rotating basis with caulking during painting. See Appendix A for schedule.

### **4.5.1.14 Trash Collection**

Refuse and recycling items will be collected weekly from each homeowner's driveway entrance where they will not interfere with lawn mowing, snow removal or the U.S. Postal Service. Trash containers are to be kept in your garage until the day before collection. Contact a neighbor if you will be away and need to have your trash collected. Recycling bins and refuse containers must be secured to discourage animals and blowing papers.

No lumber, metal, bulk materials, rubbish, refuse, garbage, or other waste materials shall be kept, stored or allowed to accumulate outdoors on any portion of the property. Homeowners may call the Property Manager to request special pick up of bulk refuse. Charges due to special pickups, if any, will be the homeowner's responsibility. Any appliance with refrigerants must be placed at the entrance. Do not put trash at the entrance to Woodbury Commons.

### **4.5.1.15 Trespassing**

Over the years we have experienced trespassing and loitering by school children. Any homeowner who witnesses the presence of persons not associated with the complex is encouraged to notify the Fairport police at 911.

## **4.5.2 Safety and Comfort**

### **4.5.2.1 Dryer Vents**

Improperly vented dryers are the responsibility of individual homeowners. If premature roofing failure occurs, the repair will be the responsibility of the homeowner.

### **4.5.2.2 Heat Tapes/Wires**

For safety reasons, no heat tapes or wires may be installed on roofs for any purpose.

#### **4.5.2.3 Home Business**

An individual business within a homeowner's unit is allowed if it does not infringe on the character of the neighborhood with signs, increased traffic, parking problems, noise or employees and is in compliance with town requirements. A Special Use Permit is granted by the Town Zoning Board of Appeals through their variance process. An application for the use is required, along with a fee and the requester must make a presentation before the Zoning Board in person. The Board will grant or deny the request at that meeting. If granted, the permit is for only one year.

#### **4.5.2.4 Inspections**

Twice a year, the Property Manager and Board Members make exterior inspections for the purpose of maintenance and upkeep. Any infraction will be noted in writing to the homeowner via certified mail.

#### **4.5.2.5 Noise and Odors**

Excessive noise, as well as cooking and barbecue odors can be transmitted. Please be respectful of neighbors.

#### **4.5.2.6 Oversized, Commercial and Unlicensed Vehicles**

Commercial vehicles, other than those vehicles making deliveries or providing services to the Units in the development, may not be stored or parked on any portion of the properties, except entirely within an enclosed garage. Residents with commercial vans, pick-up trucks, and unlicensed vehicles must keep them within the enclosed garage.

#### **4.5.2.7 Parking**

Each townhouse within Woodbury Commons is designed to have a maximum of 4 in-garage and driveway parking spaces for use by residents and their guests. When multiple cars are at a residence, 2 cars should always be garaged with the remainder in the driveway only, never on the street, as it presents a safety hazard.

On street parking is permitted on special occasions such as large parties. To prevent possible hazardous traffic conditions, party guests should be instructed to park on one side of the street only.

Access to mailboxes must never be blocked by parked cars during normal delivery hours.

Parking on lawns is prohibited.

#### **4.5.2.8 Recreational Vehicles and Boats**

No boating vessel, trailer or recreational vehicle may be parked or left on the Properties for more than twenty-four (24) hours except entirely within an enclosed garage.

#### **4.5.2.9 Snow Plowing**

Plowing is done on a contractual basis and performed per the current contract when the snow depth reaches 3 inches or more.

#### **4.5.2.10 Soliciting**

Soliciting is discouraged. Homeowners may politely ask solicitors to leave the premises.



#### **4.5.2.11 Speed Limit**

Our roadway is used by residents and by children who play outside. Because the road has several blind spots, a speed of 15 MPH is posted.

#### **4.5.2.12 Water Valves**

It is important in an emergency to know where the building main water turn-off valve for your unit is located, along with your own individual valve. The following homes have the building valve located in their basements:

1, 2, 9, 14, 16, 21, 22, 34, 40, 42, 52, 60

If you are the owner of one of these units, please arrange for emergency access (if needed) during your periods of absence.

### **4.5.3 Grounds**

#### **4.5.4 General Planting Regulations**

Uniformity of the landscape is a priority and adds to the attractiveness of the community.

Front gardens may be supplemented with FLOWERS only. Existing beds may not be enlarged or extended, and Association plantings may not be removed. Flowers must not exceed the height of existing professional plantings. All Association property, including plantings will be reviewed each year for compliance to Woodbury Commons' standards and regulations.

Homeowners are responsible for care of annuals they add. This includes: trimming as needed, removal of dead blossoms as needed, and removal of annuals from the ground after a killing frost. If the homeowner does not meet this responsibility, the Board will remove the extra plants at the homeowner's expense.

Plantings around the base of trees are prohibited.

Trellises or support items must be approved through a Variance Request. They are normally discouraged due to building maintenance and lawn care concerns. Installation in the front or sides of the units is discouraged.

#### **4.5.5 BirdHouses, Bird Baths and Feeders**

Free standing bird houses or wildlife feeders mounted on poles or suspended from trees must be approved by the Board of Directors and are allowed in rear yards only. All clean up related to the houses and feeders are the sole responsibility of the homeowner.

Bird baths attract mosquitoes and rodents and are prohibited.

#### **4.5.6 Hose Storage**

Front yard hoses must be stored in the garage when not in use.

#### **4.5.7 Insect and Pest Control**

The Homeowners Association is responsible for the removal of pests such as voles, carpenter ants and carpenter bees which attack grounds or structures. Also the Homeowners Association will remove any undomesticated animal which destructively (thru boring, digging or gnawing) enters a unit or its walls.

Individual homeowners are responsible for removal of non-threatening or nuisance insects such as hornets and wasps.

#### **4.5.8 Planting in Rear Yards**

All rear planting plans must be presented by the homeowner in a Variance Request and approved by the Board of Directors. Such plantings are the responsibility of the homeowner. Yards may not be closed off by plantings, and nothing may be permitted to grow on or be attached to the house.

Trees installed by homeowners require a Variance Request to be approved before the fact. They will be sprayed and maintained by the Association and become Association property when planted. Such trees will always be a part of the complex grounds.

#### **4.5.9 Potted Plants in Gardens, Front Porches, Steps and Hanging Plants**

Potted plants and flowers in front and side gardens are allowed. The location must be such that they do not pose a tripping hazard.

Hanging plants may be suspended from the underside of the front entry area. Please remove hanging plants and free standing pots by November 1.

#### **4.5.10 Protective Screening and Fences**

No fence, wall, or screen planting of any kind shall be planted, installed or erected upon property or other portions of the exterior of the unit unless approved by a variance

#### **4.5.11 Pruning, Mulching, Spraying and Fertilizing**

All Woodbury Commons Association owned trees, shrubs and bushes will be pruned, mulched, sprayed and fertilized by an appointed contractor

Statuary Items, Figurines, Artifacts and Decorative Décor

Artifacts of any type are not allowed in any front garden or within front yard areas, the sidewalks, driveways, exterior walls (except under front porch area), or roof tops. Remember, your taste may not be that of your neighbors and we share yards, gardens and in some instances, close sidewalk areas

#### **4.5.12 Removal of Landscape Debris**

Because the Town of Perinton does not enter our private road for pick up of landscape debris, any debris must be put on Association Property ONLY (the side where our sign is located) at Hulburt Rd. No debris in plastic bags will be picked up. It must be piled neatly. Bagged debris will be picked up by the trash contractor at your driveway entrance on pick up days.

#### **4.5.13 Shrub Replacement**

Dead Shrubs will be replaced as needed.

Homeowners are responsible for their pets' damage to shrubs and lawns.

#### **4.5.14 Watering Regulations**

Just as interior plantings in our homes need watering, so do the exterior plantings. Each homeowner needs to water exterior plantings on a regular basis. If death of the plantings occurs from lack of water, the expense of

the replacement will be the homeowner's who failed to adequately water. It is advisable to water before 9AM and between 5 PM and 7 PM

## **4.5.15 APPENDIX A**

### **4.5.15.1 Staining Schedule**

Each cluster of units comprising one building is scheduled for routine staining on a five-year rotating basis with caulking during painting.

#### Years for Caulking and Staining

1, 3, 5, 7	2001, 2006, 2011, 2016, 2021, 2026, 2031
2, 4, 6	2004, 2009, 2014, 2019, 2024, 2029, 2034
8,10,12,14	2003, 2008, 2013, 2018, 2023, 2028, 2033
9, 11, 15	2002, 2007, 2012, 2017, 2022, 2027, 2032
16, 18, 20	2003, 2008, 2013, 2018, 2023, 2028, 2033
17, 19, 21	2001, 2006, 2011, 2016, 2021, 2026, 2031
22, 24, 26, 28	2005, 2010, 2015, 2020, 2025, 2030, 2035
30, 32, 34	2004, 2009, 2014, 2019, 2024, 2029, 2034
36, 38, 40	2002, 2007, 2012, 2017, 2022, 2027, 2303
42, 44, 46	2002, 2007, 2012, 2017, 2022, 2027, 2032
48, 50, 52	2004, 2009, 2014, 2019, 2024, 2029, 2034
56, 58, 60	2005, 2010, 2015, 2020, 2025, 2030, 2035

## **5 SERVICE AND VARIANCE PROCEDURES AND REQUESTS**

### **5.1 Service Requests**

Service requests are handled directly by the property management company, in coordination with the homeowner submitting the request. There is no service request form needed.

A service request by a homeowner is to have the Association address a specific problem at the homeowner's unit, the problem being one which is the responsibility of the Association to resolve. The responsibilities of the Association are clearly documented in the Responsibility Matrix in Section 4. Should a problem arise for which responsibility is unclear to the homeowner, please ask a board member or the Property Manager for clarification.

Do not submit a service request for a problem with common areas. Bring such problems to the attention of any Board member.

When it is appropriate to submit a service request, do so by phone call to the property management company. Provide them with whatever information they request.

The Property Manager will arrange for the work to be done directly with the homeowner. When the work is completed, a service completion report is filed by the Service Manager for inclusion in a monthly report to the Association Board of Directors.

## **5.2 Variance Request Form**

All variance requests are to be submitted to the current property management company in writing, using the form on the following two pages. Copies of the form may be requested also from the property management company.

Variance requests are reviewed and approved/disapproved by the Board of Directors, with notification to the requestor provided in writing from the property management company.

Be sure to include the page for the Board response and signature as the last page of the request.

**WOODBURY COMMONS HOMEOWNERS ASSOCIATION, INC.**

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**VARIANCE REQUEST**

Please email or deliver FORM TO: PROPERTY MANAGEMENT COMPANY

Woodbury Commons Homeowners Association

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

TO: The Board of Directors:

I request permission to make the following changes

- to the exterior of my townhouse
- OR to the common area of the community
- OR to the appearance of the private lot area of Unit #\_\_\_\_\_.

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.)

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**Reason for Request:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Signature of Petitioner:** \_\_\_\_\_

Any improvements to structures are subject to local town zoning ordinances, which must be approved by the board of directors. Woodbury Commons Homeowners Association, Inc. is not liable for any encroachments of zoning ordinances. It is the homeowner's responsibility to ensure conformance with town zoning. It will also be the responsibility of the homeowner to apply for and receive a building permit from the Town of Perinton where applicable. Homeowner will be responsible for any future maintenance required pertaining to this request.

NOTE: This form is to be submitted to the current property management company in writing. Copies of the form can be requested from the property management company.

**BOARD OF DIRECTORS**

APPROVED

APPROVED WITH CONDITIONS

DISAPPROVED

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Date work to begin \_\_\_\_\_ Completion Date \_\_\_\_\_

**CONDITIONS OR REASON FOR DISAPPROVAL:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If said work not completed by date given, any approval is automatically revoked and a new variance request is necessary. Each project requires separate form and work cannot be started prior to approval.