

## Table of Contents

<b>Rules &amp; Regulations</b>	<b>Page No.</b>
Overview .....	1
General Information .....	2
Architectural Controls .....	3
Exterior Modifications .....	5
Landscaping Modifications .....	6
Maintenance .....	6
Maintenance and Repair .....	7
Repair of Damage .....	8
Parking and Road Safety .....	9
Patio Areas .....	11
Pets .....	12
Pool Rules .....	13
Sales and Rentals of Units .....	15
Refuse and Recycling .....	16
Seasonal Gazebos .....	16
Monthly Assessment .....	18
Insurance .....	18
Enforcement .....	20
Emergency Numbers .....	21

## **Overview**

The purpose of this handbook is to define the rules and regulations for Villager Condominium. They are based on the Declaration of Covenants, Conditions and Restrictions, and common sense directed at assuring a pleasing environment in which to live. The rules also are intended to assure consistency and uniformity. Adherence to these rules and regulations is the responsibility of us all. They are intended to provide a standard for maintaining The Villager Condominium as an outstanding community where residents may enjoy living and where property values are protected.

The Board of Managers developed the rules and regulations. Many were modeled from similar townhome communities. The intent is not to restrict, but to clarify.

All Villager homeowners, tenants, and guests are requested and expected to follow these rules and regulations. Enforcement is the responsibility of the Board of Managers. A warning letter will be generated by the Management Company alerting any homeowner of a perceived problem with a required corrective action date. Failure to comply will result in the problem being corrected by the Management Company with charges being billed directly to the responsible homeowner. In the case of conflict between these rules and the Declaration of Covenants, the latter prevails.

## **General Information**

1. The Villager Condominium Board of Managers meets on a bi-monthly basis, usually the third Thursday of the month.

The Villager is managed by Realty Performance Group.

If you have a special concern, please call Realty Performance Group or a Board Member if you want to attend a board meeting. The Board can't address your concerns without being put on the agenda.

2. No soliciting is permitted on The Villager property for **any reason**.
3. Entry keys to individual units, except for those units that have sump pumps, are not kept on file by the Condominium. Those keys that are kept are stored in a locked box and are used only to gain emergency access in the event of a malfunctioning sump pump.
4. The Condominium does **not** have a master key for the units. Homeowners must arrange for a locksmith in the event of a lockout.
5. Clearing Sidewalks: While every effort will be made to clear The Villager's sidewalks of snow as early in the morning as possible and to keep them clear, throughout the winter, severe storms, emergency situations, equipment breakdowns and the like may, on occasion, make this impossible. Your understanding and patience will be greatly appreciated.

## General Information (Cont.)

6. Salt: Any homeowner requiring a small quantity of salt for use on their front steps and walkway may obtain this material from a container located in the office vestibule (bring a small pail or coffee can). We use Calcium Chloride. Rock salt or table salt damages concrete.
7. Ball playing against the buildings is not allowed.
8. Use of the basketball court and/or hoop and swings shall be limited to the hours of 9:00 am until 8:00 pm or 30 minutes after local sunset (whichever is later).
9. Toys, bicycles or other similar items are not to be left in the common area (lawns, sidewalks, and parking areas) when not in use.

The Board advises residents that continued abuse of this regulation may result in the items removed and placed in a locked storage area for disposition.

10. If you believe that an emergency situation exists which requires the services of Police, Fire or Ambulance, be sure to call them **first**. Then call the management firm at 225-7440. The time saved could prevent a tragic loss.

## Architectural Controls

1. No exterior modifications of any kind can be made to either the common elements or the common areas until the plans and specifications for the desired modifications have been submitted to and approved in writing by the Board of Managers.

## **Architectural Controls (Cont.)**

2. Requests for exterior changes or modifications shall be submitted in duplicate on a form that is available from The Villager office. This request shall include detailed plans and specifications for the proposed changes as well as other pertinent information (i.e. manufacturer's brochure) to enable the Board to assess the impact of the change. This submittal should also identify any contractor that will be engaged to perform the work.
3. All contractors performing work on Villager premises must be covered by Worker's Compensation insurance. They must also execute a "hold-harmless" release and submit this, along with a photocopy of their certificate of insurance, to the management firm prior to beginning any work on site.
4. Only construction materials for exterior modifications, which are identical to the existing exterior materials or are compatible with the architectural design of The Villager community, will be approved. Satellite dish installation must be approved before installation.
5. Exterior color changes of any nature require approval by the Board.
6. Expenses relating to removal of or restoration of original features for changes, which did not have Board approval, are the responsibility of the homeowner and not that of the Condominium. If, after reasonable notification, such removal or restoration has not been performed to acceptable standards, the Board shall proceed to take appropriate action to remove the change and/or restore the site **to** its original appearance. The responsible homeowner will be assessed for the expenses incurred.

## **Architectural Controls (Cont.)**

7. While the Board will not knowingly give approval to changes that contradict building or zoning restrictions, the responsibility for compliance is solely that of the homeowner and Board approval does not waive the need for such permits.

## **Exterior Modifications (Buildings)**

1. Doors and Windows
  - A. Maintenance to the exterior doors, windows, and screens and their attached hardware is the sole responsibility of the homeowner.
  - B. The exterior surfaces of the windows and doors, which are visible from the outside of a unit, may not be painted or altered without Board approval.
  - C. The hanging of garments or rugs, etc., from windows and doors, or the attachment of clotheslines to buildings or fences is prohibited.
2. Awnings are not permitted.
3. No exterior television or radio antennas of any type shall be attached to buildings or placed anywhere in the common area (including patios).
4. If planters are visible from common areas, they must be approved by the Board.
5. The installation of any combustible burning heating device is prohibited.
6. The installation of a electrical and/or natural gas burning heating device must first be approved by the Board of Managers before installation begins.
7. A variance is required for installing vents.

## **Landscaping Modifications (Common Areas)**

1. Fences, rocks, bricks and screens (and similar items) are not permitted on any part of the common area.
2. Growing of vegetables (i.e. tomatoes, pumpkins, etc.) is not permitted in the common area.
3. No homeowner may install or modify any exterior lighting (i.e. spotlights).
4. No bushes, trees, or other shrubbery may be planted without prior written approval from the Board.
5. Removal or alteration of any portion of the common area or landscaping is not permitted. Any homeowner responsible for such removal or alteration will be held liable for all costs associated with restoring the common area to its original condition.
6. Requests for changes to plantings on Villager grounds are to be made via the alteration request form and submitted to the management firm for approval by the Board.

## **Maintenance**

1. All maintenance, repairs and replacement to the common elements of the property are the responsibility of the Board of Managers. This includes (but not limited to): exterior walls, patio fencing, roofs and roof members, pipes, wires, conduits and public utility lines located in the common area but serving one or more unit.

## **Maintenance (Cont.)**

2. All maintenance (including painting and decorating of units), repairs and replacements including windows, doors, screens and glass, repairs to wiring, plumbing or other fixtures within an individual unit which service only that unit are the sole responsibility of the individual unit owner and shall be performed at their expense.
3. Restricted Common Elements (i.e. patios) shall be maintained by the individual unit owner. Structures located in this restricted common area (i.e. decks) which hinder access to pipes, wiring or other utilities shall be removed by the unit owner as directed by the Board of Managers or Management when access is required for maintenance or repair.

## **Maintenance and Repair**

1. The Board or Management shall have the right of access to any unit and to all portions of the common area for the purpose of conducting repairs and maintenance issue. Entry keys to individual units, except for those units which have sump pumps, are not kept on file. All keys are kept in a lock box and are only used to gain emergency access to these units. The Board or Management is not responsible for lockouts.
2. Each unit owner shall be held financially liable for any damage to the common area or to items of The Villager property caused by that owner or by such other persons for whose conduct the unit owner is responsible. All such repairs shall be performed promptly.



## **Maintenance and Repair (Cont.)**

3. If any homeowner or tenant has a request for work to be done to any common area, a work order must be completed. The work orders are located at the clubhouse and are to be dropped off at the maintenance garage. Or you may call The Villager Office at 624-2420, during office hours, Monday- Friday, 7:30 AM-3:30 PM.

## **Repair of Damage**

1. Each unit owner shall be held financially liable for any damage to the common area or to items of Condominium property caused by that owner or by such other persons for whose conduct the unit owner is responsible.
2. Each unit owner must promptly perform any maintenance or repairs to their own unit (including patio area) which, if not performed, would affect the Condominium in its entirety or the building of which their unit forms a part. This unit owner shall be responsible for any liability and/or damages that delay in repair or maintenance may cause.
3. All the repairs to internal installations of a unit which are located in and service only that unit are the responsibility of the individual unit owner and shall be made at that unit owner's expense.
4. The Board shall have the right of access to any unit and to all portions of the common area for the purpose of carrying out its obligations under the By- Laws, Rules and Regulations or the Declaration of The Villager Condominium.

## **Repair of Damage (Cont.)**

5. The Board will provide snow removal for the walkways, driveways and parking areas in the common area and repair and maintain the swimming pool and clubhouse.

## **Parking and Road Safety**

1. Be respectful of your neighbor's rights and needs. Homeowners should use the parking lot spaces nearest their unit. Visitors' parking spaces are considered to be the ones farther away from the units in the lesser-used parking areas. Multiple car families should consider parking at least one of their vehicles in a lesser-used parking area.
2. Only the following legally-registered, non-commercial vehicles shall be permitted to use the parking areas and roadways of The Villager (as defined and/or described in the Vehicle and Traffic Law of the State of New York):
  - A. Passenger Cars
  - B. Suburban and Station Wagons
  - C. Vans
  - D. Pickup Trucks
  - E. Motorcycles

## **Parking and Road Safety (Cont.)**

3. Prohibited vehicles include (but are not limited to):
  - A. Boats
  - B. House Trailers, Campers, and RV's
  - C. Tractors and Trailers
  - D. Buses
  - E. Commercial Vehicles (may be approved by the Board with a variance request)
  - F. Unregistered Vehicles
  - G. Vehicles with "For Sale" signs
  - H. Vehicles with flat tires or on "blocks" or ramps.
  
4. The Management may issue, at a homeowner's request and at the discretion of the Board, a permit to allow a Villager homeowner or tenant to park a prohibited vehicle on Villager premises in a location to be designated by the Condominium and for a period not to exceed 10 days.
  
5. Parking is permitted only in the parking lots shown on the site map. It is illegal to park on these roads. Vehicles can be towed at violator's expense.
  
6. Speeding and careless driving on Villager property are both dangerous and inconsiderate. All homeowners should remind the drivers in their family and their visitors to drive slowly and carefully in Villager parking areas and roadways.
  
7. All vehicles permitted on Villager property shall be equipped with properly functioning mufflers in compliance with local and state laws.

## **Parking and Road Safety (Cont.)**

8. Unlicensed motor vehicles (except those which are used for common area maintenance) are not to be operated on Villager roads or any part of the common area. This specifically includes (but is not limited to): minibikes, go-carts, snowmobiles and all-terrain vehicles.
9. No unlicensed operator shall operate a motor vehicle anywhere on The Villager common area at anytime.
10. No repairs to motor vehicles shall be made in any of the roadways, driveways or parking areas.
11. No long-term (more than five [5] days) parking or storage of motor vehicles is permitted in Villager parking areas without specific written permission from the Condominium.

## **Patio Areas**

1. Patio areas are irrevocably restricted common elements. As such, the individual unit owner must maintain them.
2. Patio areas shall not be used for storage of furniture or other items.
3. No furniture, planting or other items placed in patio areas may be of a height greater than the fencing which surrounds that patio area without written approval from the Board.
4. No hot tubs and/or whirlpools can be installed.

## **Pet Regulations**

No resident of The Villager Condominium may keep on the premises an animal which constitutes a nuisance to other residents or behaves in any way injurious to the common property or threatening to the residents of the condominium. This specifically includes dogs which bark excessively and urinate on landscaping.

## **Pet Rules and Regulations**

1. All dogs housed within the confines of The Villager must have:
  - A. A current NYS or US Department of Agriculture rabies license.
  - B. A valid Town of Mendon dog license.
  - C. The Town Hall is located at 16 West Main Street, Honeoye Falls. Hours are 8:30 am to 4:30 pm.
2. A homeowner may have **no more** than two pets (cats/dogs).
3. All pets must be on a hand held leash no more than 6 feet in length when on common areas. The resident is responsible for policing after his or her pet.
4. Renters are not allowed to keep a dog or cat without Board approval.
5. Pets may not be tied, leashed or chained to any part of common area.
6. Any damages to common area caused by a pet will be the responsibility of the owner. The owner will be held financially responsible for all damages.

## **Pet Rules and Regulations (Cont.)**

7. No doghouses or other pet structures are allowed on common area or in patio areas.
8. No pets are allowed within the fenced pool area or in the clubhouse.

## **Pool Rules and Regulations**

1. **WARNING: THERE IS NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.**
2. Pool hours are from 10:00 AM until 8:00 PM.
3. Two or more adults must be present in order to swim in the pool.
4. The maximum number of people in the pool at any given time is 32.
5. **NO DIVING OR JUMPING IS ALLOWED.** No running, pushing, dunking, jumping, or other horseplay is allowed. Please refrain from yelling and screaming,
6. **RESIDENTS MUST ACCOMPANY THEIR GUESTS AND REMAIN AT THE POOL.**
7. **KEYS TO THE POOL AREA ARE FOR RESIDENTS ONLY. NO DUPLICATE KEYS SHOULD BE MADE. VIOLATION OF THIS RULE WILL RESULT IN REVOCATION OF POOL PRIVILEGES.**
8. No animals allowed in the pool or patio area.

## **Pool Rules and Regulations (Cont.)**

9. No smoking in the pool, patio areas, and clubhouse.
10. No food or drink is allowed in the pool or in the shower area. No glass containers or alcoholic beverages are allowed anywhere in the pool area.
11. Proper swim attire is required in the pool. Cut-offs are not allowed.
12. Children who are not toilet trained are not permitted in the water unless wearing acceptable swim diapers.
13. No band-aids, adhesive tape, hairpins, etc. are allowed in the pool.
14. A parent or an adult eighteen (18) years of age or older must accompany and supervise children under sixteen (16) years of age at all times.
15. No profanity. Use of abusive language could result in removal from pool and suspension of pool privileges.
16. Large floating devices are not permitted.
17. Chairs, tables and lounges cannot be reserved or removed.
18. Please keep the area clean. Dispose of any trash.
19. Villager Condominium IS NOT responsible for any lost or stolen articles. Any articles recovered will be kept for 30 days.
20. Swimming is not permitted during a thunderstorm.

## **Pool Rules and Regulations (Cont.)**

21. No owner/resident may have more than four (4) guests in the pool at one time.
22. Pool privileges can be revoked if any rule is violated, at the discretion of the Villager Condominium Board of Directors.

## **Sales and Rentals of Units**

1. Prior to initiating the sale or rental of a unit, read Article IX of the By-Laws.
2. Free-standing "Open House" signs may be placed in the common area on weekends and holidays during the actual open house hours only. Placement must not interfere with auto or pedestrian access to the property. No sign may be staked or driven into the ground or fastened to any Villager structure. "For Sale" signs may be placed inside Villager units in 2nd floor windows (one front and one rear for a maximum of two) until said unit is no longer for sale.
3. No signposts or other rigid signs shall be permitted in the common area.
4. Owners of rented units are responsible for the actions of their tenants. They are also responsible for ensuring that their tenants are aware of all of the rules and regulations herein.
5. Penalties or special assessments arising from actions of tenants will be levied against the owner of the unit.



## **Refuse & Recycling**

1. All trash, garbage and other refuse shall be placed in one of the dumpster containers located on the property.
2. This material shall be placed in these containers in such a manner as to keep the surrounding area clean.
3. No boxes, discarded appliances or other large items shall be placed adjacent to the dumpster. The individual homeowner shall be responsible for removal of any items too large to fit in the containers provided. See on-site superintendent before discarding.
4. No hazardous materials (gasoline, solvents, batteries, tires, aerosol cans, etc.) shall be placed in the dumpsters.

## **Seasonal Gazebos**

1. Unit owner requests for the installation of temporary metal framed, canvas covered gazebo/canopy (“gazebo” hereafter will be handled on a case by case basis, based on the design of each home.
2. Unit owners interested in installing a gazebo must complete and submit a variance request form. The following guidelines must be adhered to. An approved variance request must be received prior to construction of the gazebo.
3. Gazebos will only be permitted on the rear patio or deck and will not be larger than the surface area of said patio or deck. No gazebos are permitted on the front of any unit.

## **Seasonal Gazebos (Cont.)**

4. The gazebo must be primarily colored in an earth tone color. Color selections are subject to review and approval of the Board of Managers prior to installation.
5. No portion or element of the gazebo may be attached (temporarily or permanently) to any building surface or any portion of the privacy fence.
6. Maintenance of gazebo shall be the sole responsibility of the unit owner. If left to deteriorate, i.e. frayed, faded or torn, the condominium will direct the unit owner to replace or repair it. If the unit owner fails to do so, the condominium will have it removed at the unit owner's expense.
7. The unit owner understands that any damage, unforeseen damage or personal injury caused by the gazebo to property owned by the condominium or personal property owned by a resident, not only during installation, but also at any thereafter, is the responsibility of the unit owner.
8. Villager Condominium is in no way responsible for any maintenance, service or warranty on any gazebo or any damage caused by the gazebo at the property.
9. Gazebos will only be permitted to remain erected from April 15 – October 15 during any calendar year. From October 16 – April 14 the canvas canopy must be removed. The metal framing may remain.

## **Monthly Assessment**

1. The monthly payments are due and payable on the first day of each month. Assessments not received by the 10th of the month will be subject to a \$10 late charge. Unit owners who are 30 or more days in arrears will be subject to a lien.
2. All payments received will first apply to attorney fees, other costs of collections, late charges, interest, and delinquent assessments or installments thereof beginning with the amounts past due for the longest period of time.
3. Homeowners will be held liable for all costs associated with collection of delinquent monthly assessments.
4. The assessment of common charges assigned each unit is based on the percentage of common area of a unit. The percentage of common area attributed to each unit is pro-rated on its floor space divided by the total floor space of all 70 units. A table of these percentages can be found in Schedule A of the Declaration.

## **Insurance**

1. The Board is responsible for providing insurance for the Condominium as specified in the Declaration section of the Offering Plan. Accordingly, the Board secures a Master Policy, premiums for which are paid from the monthly assessment.

In general, the Condominium's Master Policy provides:

PROPERTY COVERAGE: "All Risk" real property coverage on walls, roofs, foundations, etc.

## **Insurance (Cont.)**

**LIABILITY COVERAGE:** Coverage for the Condominium and its individual members for incidents relating to the Condominium which occur in the common area. Example: A person alleges injury caused by a fall on a sidewalk or other portion of The Villager common area. This policy would respond in behalf of the Condominium and/or the individual member.

2. Homeowner's personal property should be insured by the homeowner. This includes (but is not limited to) furniture, clothing, jewelry, silver, appliances, etc. Coverage of these items is included under HO-6 or comparable policies.
3. A homeowner's liability should be covered by their own insurance to provide protection. An example: A guest trips and accidentally falls down a flight of stairs in a unit. Any resulting legal action would **not** be covered under the Condominium's Master Policy.
4. Specific recommendations for types and amounts of homeowner insurance coverage should be obtained from a licensed agent or broker. The Condominium's liability with regard to insurable losses is limited to that which is listed in the Offering Plan.
5. All workers contracted to perform any work on Villager premises must be able to furnish proof of worker's compensation coverage.
6. All finished and/or painted basements are the responsibility of the homeowner. Make sure your homeowner's policy covers it.

## **Enforcement**

1. After written notice to a unit owner found to be in violation of any of the above rules and regulations, the Board is empowered to levy an additional assessment against the unit owners of \$25.00 per day for each day that the violation continues and/or for each occurrence. The unit owner may request a hearing.
2. The additional assessment shall be added to the regular monthly assessment for the affected unit.
3. All payments received will first apply to attorney fees, other costs of collections, late charges, interest, and delinquent assessments or installments thereof beginning with the amounts past due for the longest period of time.

## **EMERGENCY PHONE NUMBERS**

Ambulance	911
Police	911
Fire	911
Life Line	275-5151 275-2700 (TTY)
Poison Center	546-2777 275-2700 (TTY)
Villager Office	624-2420
Realty Performance Group	225-7440
National Fuel - Gas	1-800-444-3130 1-800-227-0180 (TTY)
National Grid - Electric	1-800-642-4272
Refuse (Heberle)	458-8600
Honeoye Falls – Code Enforcement Officer	624-6150







