

# Wells Landing Association

## Summary of Rules, Regulations, And Responsibilities

Updated:  
September 30, 2020

### IMPORTANT

When a home changes ownership, this handbook must be passed on to the new owner by the day of closing.

## INTRODUCTION

Wells Landing is a defined 81-unit Association created in 2007. Its Declarations and By Laws, which conform to New York State laws governing Homeowners Associations, are intended to assure consistency, uniformity, and a standard for maintaining Wells landing as an outstanding community, where residents enjoy living and where property values are protected.

Living in a shared community has many benefits. It also imposes certain rules and regulations, which may seem restrictive to those accustomed to living in a private residence. Many of the rules and regulations were modeled from similar communities and the intent is not to restrict, but to clarify.

Adherence to these rules and regulations is the responsibility of us all. Enforcement is a responsibility of the Board of Directors and is often assigned by the Board to our management company. Variance requests and infractions are reviewed at the monthly Board meeting.

A warning letter will be sent by our management company altering any homeowner to a violation, necessary corrective action, and the date by which resolution is required. Failure to timely and fully comply may result in the problem being resolved by our management company and any related costs being billed directly to the responsible homeowner. In the case of a conflict between matters in this handbook and in the Declarations and By Laws, the latter prevails.

The following pages contain information which we feel is important to you. This handbook does not contain the Declarations or By Laws – the official legal documents of Wells Landing. If you do not have copies of those documents, you may request copies from our management company. You will be charged for the copy expense of these documents.

The documents are extremely important. They included your rights and obligations. When you signed your deed to your home in Wells Landing, you were signing that you have them and that you will abide by them. You are legally bound by them.

While this, handbook endeavors to set forth certain rights and obligations of homeowner, residents, and guests within Wells Landing, it shall in no way define or limit the scope of the Declarations or By Laws of Wells Landing.

Future clarifications and changes to the operations of and responsibility in Wells Landing will be communicated to or voted on by homeowners.

If you have any questions or concerns, please contact our management company:

Realty Performance Group  
1800 Hudson Ave, Suite 100  
Rochester, NY 14617  
585-225-7440

**Assessments:**

Monthly: The monthly assessment fees (HOA Dues) are for the various operating expenses for which the Association has a responsibility and for maintaining a Reserve Fund for current and future major repairs & improvements. Payments are due on the first day of the month and delinquent after the 10<sup>th</sup>. Payments may be paid by check or arrangements with your bank for direct payment. Specific late fee amounts, and policies are in effect and remain so unless modified by the Board of Directors.

Special: Additional assessments may be established for necessary major repairs, capital improvements and other needs. Any Special Assessment amount to more than 20% of the current amount of the annual assessment requires consent of 2/3 of the total votes of all Lot Owners. All homeowners are assessed equally.

Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within ten (10) days after the due date, it shall bear a late charge of \$25. For any nonpayment of any monthly or special assessment fees, the Board has the authority to place a lien on the property. The homeowner is responsible for all legal and other costs related to the lien and collection process.

**Single or One Family Occupancy:**

Any home shall be occupied by no more than two (2) unrelated adults or four (4) adults all related to one another. This shall include adopted and foster children.

**Building Changes:**

Interior: A homeowner may improve the interior of the home by new or replaced construction, as long as the changes are structurally sound and do not affect the exterior appearance of the townhouse or other area for which the Association is responsible.

Exterior: No modifications of any kind, in structure or appearance, are allowed without the prior written approve of the Board or duly appointed Architectural Committee. Such modifications include but are not limited to: color or exterior siding or trim, awnings, patios, lights, door, windows, mechanical devices, TV antennas, chimneys, flower boxes, flags, bunting, storage structure or other exterior features. During or after completion, such changes are subject to inspection and approval by the Association.

Possession of a town, county or other permit does not waive the need for Board/Architectural Committee approval. Although the Board will not knowingly approve a project which is in violation of building, zoning or other codes and laws, the responsibility for compliance is solely that of the homeowner. The Association or its representatives have the right to enter a home for the purpose of repairs and maintenance of work for which the Association has responsibility.

A chart showing homeowner and Association responsibilities is included at the back of this handbook. Questions and concerns should be discussed with our management company.

**Variance Request Procedures:**

A variance request form may be obtained from our management company by either calling the office at 585-225-7440 whereby a hard copy will be mailed or sent as an email attachment to the homeowner. The form can also be obtained by going to the website at [www.realtyperformacnegroup.com](http://www.realtyperformacnegroup.com) and selecting Wells Landing from the properties tab.

The fully completed form (including drawings, pictures, insurance, etc.) must be submitted to the management company, sufficiently in advance of the start of the work. The homeowner's request will be submitted to the Board or its duly appointed Architectural Committee via email. Once a decision is made, the homeowner will be notified in writing of that decision.

The homeowner will be expected to complete the project with a reasonable amount of time. Otherwise the approval is automatically voided, and another request must be submitted with the homeowner's place, including timing, are finalized.

**Exterior Decorations:**

Temporary and minor reasonable exterior decorations are generally accepted by the Board without prior approval. Decorations should be kept in moderation. Seasonal lighting may be displayed on your home; such decorations may be attached to the siding in a manner so as not to damage it. Cost to repair any damages related to exterior decorations will be assessed to the homeowner.

**Pond:**

The pond at Wells Landing is for the aesthetic enjoyment of all in our community. For the safety of the community, fishing, swimming, and boating in the pond is not permitted from HOA property by anyone including residents. No residents or their guests should feed or leave food out for birds and other animals. No one is permitted to park at Family First Credit Union while enjoying the pond.

**Trash Storage and Removal:**

Trash containers must be kept in your garage and have covers which close securely. Such containers may be placed at the end of the driveway, where they do not interfere with lawn mowing or snow plowing, the morning of pick-up day, but may not be sooner than the evening before pick-up day. After pick-up, containers should be returned to the garage no later than the evening of pick-up day.

Thursday is the current trash pick-up day. Normal trash pick-up may be delayed one day by major holidays or severe weather conditions. Homeowners will be notified if a different day becomes the regular pick-up day.

For large, heavy, special and unusual items (appliances, mattresses, furniture, etc.) contact our management company to arrange for a special pick-up, BEFORE placing the item(s) at the curb. Any fee for this special pick-up will require the homeowner to pay the trash company directly in advance.

Recycling and hazardous material disposal regulations are established by our trash contractor and/or East Rochester and/or other government agencies. Contact our management company for any current procedures about which you desire further information.

**Pets:**

No animals or reptiles of any kind shall be raised, bred or kept on the properties, except homeowners may keep household pets inside their home. Partly, in accordance with the Town/Village of East Rochester Code, no more than 2 dogs or 2 cats or 1 dog and 1 cat shall be kept in any home, without specific written approval of the Board of Directors. Dogs, cats and other pets can present a sanitation problem, damage shrubbery and landscaping, be a potential danger to children and can cause deterioration to community relations. To help avoid any of these problems, the following rules must be strictly adhered to:

1. It is the responsibility of the pet owner to control and clean up after their pet. Any costs related to failure to comply with this rule, will be assessed to the individual homeowner.
2. When outside, all dogs and cats must be restrained at all times in Wells Landing by use of a leash not to exceed 8 feet in length or an electronic fence or another system – approved in writing by the Board or its duly appointed Architectural Committee.
3. No pet houses are permitted outdoors.

As of the date this document was adopted (see cover page), current homeowners with more pets than permitted are “grandfathered” but once the animal is deceased must adhere to the current rules.

If any of the preceding rules or others in effect at Wells Landing are not fully adhered to or if significant problems result, upon written notice to the homeowner, the Board has the authority to remove any pet or pet apparatus.

Homeowners may report infractions to our management company or to the Board and/or East Rochester Animal Control.

**Extermination:**

Association funded extermination of any kind will take place only if there is a threat such as bees and/or wasps penetrating the structure of the home. Any other kind of extermination, including, but not limited to ants, ground bees, rodents, birds, or other animals is the responsibility of the homeowner for each lot.

**Noise Disturbances:**

Homeowners are expected to remember and appreciate the proximity of their neighbors in Wells Landing and avoid unusual noise or disturbances which unreasonably disturb the comfort of others or constitute a nuisance at any time of the days or nights – especially 10pm – 8am.

**Outdoor Grills:**

1. New York State Fire Code requires that grills be used at least 10 feet from any combustible materials on a building or a fence. The grill should therefore be well away from the siding. (vinyl siding will melt with intense heat.) Never grill in the garage.
2. Outdoor grills without propane tanks can be stored inside garages at any time. Propane tanks are not allowed inside garages or buildings by New York State Fire Code and must be removed from the grill if the latter is being placed in a garage.
3. Any resulting damage to the siding etc., resulting from deviance to the code, will be repaired at the expense of the homeowner.

**Driving Regulations:**

The speed limit within the community is 25 mph. Please be cautious driving throughout the community, there is a lot of traffic including cars, delivery trucks, and contractors, as well as people out walking the roads since there are no sidewalks in front of the homes.

**Parking:**

Parking of motor vehicles shall be within the garages and driveways, overflowing parking is available for those situations in which owners have more cars than space available in garages and driveways. The large parking areas facing the train tracks and across from the homes at 7 and 11 Silverwood should be used as overflowing parking for homeowners and available to guests. The smaller parking areas throughout the community are reserved for guests.

Parking within the private rights-of-way Pond Bridge Way, Silverwood Circle, and Waterworks Drive is prohibited unless otherwise noted for short term reasons such as seal coating or driveway repairs in which the Board will inform the community during those times.

**Vehicles:**

Outside storage or parking for more than one seventy-two (72) consecutive hour period per month of a commercial or recreation vehicle, unlicensed vehicle, camper, boat, truck or trailer is prohibited.

No work on any motor vehicles, boats or machines of any kind, other than minor servicing and maintenance, shall be permitted within the Association.

**Rental of Homes:**

Rental of any home is prohibited with the exemption of family members, including divorced spouses residing in the home. If a family member is residing in the home, the owner is responsible to inform the management company of this so that the proper contact information is on file. The Board of Directors, in its sole discretion, may grant exemptions to the leasing restriction for extenuating circumstances.

**Insurance:**

The Board is responsible for providing insurance as specified in the Declarations. This includes fire, casualty and liability insurance for Association Property and the Dwellings, Directors and Officer's liability insurance, fidelity bond, and fire and such other coverage as deemed necessary by the Board, such as an "Umbrella Policy." Accordingly, the Association has a master policy for which premiums are paid from the homeowners' monthly assessments.

Homeowners are responsible to obtain additional insurance, at their own expense, to cover fire and casualty losses to contents/personal property of the home, and liability coverage for accidents occurring within the home. If a homeowner does any improvements/upgrades to their home from the original build, it is recommended to contact your personal insurance agent to ensure your policy would cover the cost of improvement/upgrades in the case of a fire or casualty loss.

**Signs:**

No advertising signs or political signs (except for one single home security sign, one single pet containment sign and one single For Sale) are to be placed or permitted to remain on any property, without the expressed written Consent of the Board or its duly appointed Architectural Committee. Such signs may not exceed 6 square feet and must be immediately removed upon the sale of the home.

**Individual Lots:**

Each homeowner shall clean and keep free from unsightly objects the following area of their home: entries to the unit, front porch, driveway, patio, yards and windows. Once again this is a shared community, please limit the number of objects around your home and keep them in good taste so as to not offend others in the community and protect property values.

**Planting and Gardens:**

Maintaining lawns, trees and shrubs is the responsibility of the Association. All watering (lawns, landscape, etc.) is the homeowner's responsibility, failure to do so could result in fines to the individual homeowner. Removal of any dead or unwanted planting(s) (trees, shrubs, etc.) is the responsibility and expense of the homeowner. The Board is authorized to instruct homeowners to remove and replace dead or dying plantings (trees, shrubs, etc.) from their lot to maintain the appearance of the community. If a homeowner does not complete any removal(s) as requested, the Association will complete the necessary work and bill the homeowner back the cost to have the work completed. No permanent plantings such as trees and shrubs may be planted without prior written approval of the Board/Committee. It is the homeowners' responsibility to maintain and care for any landscape beds installed in addition to the original build (variance request approval is required prior to installing any additional landscape items).

Hanging planters and containers should be limited to the entries, front porch and patio. Such should be moderate in scale, neatly maintained and not infringe on or interfere with lawns or building and grounds maintenance.

**Siding and Privacy Fence Maintenance:**

It is the responsibility of the homeowners to routinely clean the siding and privacy fences at their expense. It is suggested each homeowner periodically inspect the exterior of their home for necessary cleaning. For the privacy fences, a simple solution of water and soap is recommended for cleaning. A power washer may be used for the siding on the home. The Association is not responsible to repair or replace fences at individual lots.

**Sales – Garage, Moving, and Estate:**

1. Garage sales – except for the community garage sale, are not permitted.
2. Moving or Estate Sale – In the event of a death or if a resident is moving out of Wells Landing one (1) independent sale per year is permitted, within the following limitations:
  - Sale hours are limited to 10am to 5pm.
  - A professional company must be hired to handle the event. The must also be fully insured.
  - Flow or traffic and parking must be monitored before and during the sale hours.
  - Homeowner assumes responsibility for any damage to the Property or Lots.
  - Written Board approval via a variance request is required prior to the scheduling of any sale.

**Responsibilities:**

The Declarations and By-Laws – legal documents originally creating Wells Landing Association, Inc. – define and detail various responsibilities of homeowners and the Association. Many of these have been summarized in the included responsibility chart to make it easier for homeowners to be aware of and understand their responsibilities. This chart is to assist homeowners and does not in any way supersede the official Declarations and By Laws.



**WELLS LANDING ASSOCIATION, INC.**  
**MAINTENANCE RESPONSIBILITY CHART**

<b><u>ITEM</u></b>	<b><u>RESPONSIBILITY</u></b>		
	<b><u>ASSOCIATION</u></b>	<b><u>HOMEOWNER</u></b>	<b><u>OTHER</u></b>
Air conditioning condenser and pad		X	
Cable television underground cables			X
Concrete patios/pavers/porches/stoops/walks		X	
Deck repairs/replace		X	
Deck staining – (sponsor installed only)	X		
Door bell button		X	
Door replacements (exterior/garage/screen/storm)		X	
Driveway/private road sealing	X		
Driveway/private road resurfacing	X		
Foundations/basement walls		X	
Garage door/opener/mechanicals		X	
Garage floor		X	
Gutters & Downspouts – maintain/repair/replace	X		
Hose bibs		X	
Lawn mowing/fertilization/weed control	X		
Lawn/tree/shrub watering		X	
Lights – street lights	X		
Lights – exterior bulbs		X	
Lights – fixtures		X	
Mailboxes	X		
Patios		X	
Power Washing – homes		X	
Privacy Fences – maintain/repair/replace (Common Area)	X		
Privacy Fences – maintain/repair/replace (on Lots)		X	
Roofs – repair/replace	X		
Roof raking		X	
Sewer mains			X
Sewer laterals	X		
Shrubs/Trees – maintenance (Sponsor installed beds)	X		
Shrubs/Trees – maintenance (homeowner installed beds)		X	
Shrubs/Trees – removal/replacement		X	
Sidewalks – on common areas	X		
Siding/Fascia/Trim – repair/replace	X		
Skylights		X	
Snow plowing driveways/ community roads	X		
Snow shoveling front sidewalks		X	
Telephone cables			X
Trash containers	X		
Trash/recycling disposal (curbside service)	X		
Water mains			X
Water laterals	X		
Windows (casements/screens/cleaning)		X	
Window wells/covers		X	

Updated 11/8/18