

# **DEVONSHIRE HOMEOWNERS ASSOCIATION**

## **RULES & REGULATIONS**

### **GENERAL INFORMATION:**

1. The Board of Directors reserves the right to amend, repeal or add to these rules and regulations for the safe and efficient maintenance of Devonshire Homeowners Association and for the comfort and convenience of the occupants thereof.
2. All homeowners must apply to the Board of Directors for a temporary waiver of one or more of the stated rules. Such temporary waivers must be granted by a majority of the Board of Directors.
3. According to the By-laws of Devonshire Homeowners Association, the Board of Directors is authorized to levy fines against members for violation of rules and regulations.
4. "Common Elements" refer to all of Devonshire Village except for the land directly beneath each townhouse. Common elements include driveways, roadways, sidewalks, landscaping, signs and lighting.

### **ASSESSMENTS, LATE CHARGES, LIENS:**

1. The monthly maintenance assessment is required to maintain the property and to provide needed services to the homeowner. It is due and payable on the first day of each month at the office of the Management Company. Payments are considered late if not paid by the 15<sup>th</sup> of each month. Failure to pay the monthly maintenance assessment and/or any other fees by the due date will result in a late fee of \$20.
2. The Board of Directors may fix the amount of the monthly assessment from time to time, usually annually on the basis of the estimated budget for the coming year.
3. Continued failure to pay assessments will result in a lien being placed against the homeowner's property and the imposition of interest and additional charges to cover the legal expenses involved.
4. Failure to pay all sums associated with the establishment of the lien(s) against a homeowner's property may result in a lien foreclosure action against that homeowner.

### **PROPERTY PRESERVATION AND CLEANLINESS:**

1. Each homeowner is responsible to keep the exterior of their unit clean and free of debris.
2. The sidewalks and entrances must not be obstructed, encumbered, or used for any purpose other than ingress or egress.
3. Clotheslines are not permitted.
4. Vegetable gardens are not permitted. You may use containers to plant vegetables. Containers must be kept on decks and/or not beyond privacy fences.

### **NOISE AND NUISANCE:**

Living in a shared community necessitates that at we all practice consideration, courtesy and thoughtfulness toward each other.

It is essential that no nuisances be allowed on Devonshire property. A nuisance is defined as any practice that is the source of annoyance to residents, or that interfere with the peaceful occupancy, enjoyment or use of Devonshire for its residents. Nuisances include excessive noise, odor, or behavior that in any way is disruptive and offensive to the residents or environment.

### **USE OF PROPERTY:**

1. No owner or resident shall store any items outside their unit, or on the common area without the express written consent of the Board of Directors.
2. No owner or resident shall leave any items out overnight (i.e. patio and/or lawn furniture, etc.) outside their unit without the express written consent of the Board of Directors.

3. No owner or resident shall in any way modify, or alter the exterior of any unit without the express written consent of the Board of Directors, except as follows:
  - A. Seasonal Decorations: December seasonal lighting and/or decorations may be displayed between Thanksgiving and mid-January. Any decorations that are not removed by March 15<sup>th</sup> may be removed by the Management Company at the homeowner's expense.
  - B. The placement of electrical cords across the walkways for holiday decorations must be secured flat to the ground and covered to prevent any injuries to guests and/or contractors.
  - C. Large lawn blow up displays are not allowed.
  - D. Planting flowers (annual or perennials) in existing beds only.\*
  - E. Hanging and potted flowers or plants.\*

\*NOTE: Regarding items D and E, all such plantings must be properly maintained by the unit owner and removed when they die.

#### **OUTDOOR GRILLS:**

1. New York State Fire Code requires that grills be used at least 10 feet from any combustible materials on or attached to 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.

#### **THE FLAG OF THE UNITED STATES OF AMERICAN (THE AMERICAN FLAG):**

1. The American Flag may be displayed by a unit owner in accordance with approved governmental guidelines. The American Flag must be a standard size and must not be excessively worn or torn. The flag should be displayed using a non-corrosive mounting bracket which shall be affixed to the left of the overhead garage door at the trim line, or to a porch post. No flags or pennants other than the American Flag will be permitted for display. Maintenance will be the responsibility of the unit owner.

#### **SECURITY:**

To collectively reduce susceptibility to malicious or criminal acts, please:

- Keep a watchful eye for unusual or suspicious activity and report it to the police by calling 911. As a follow up, please contact the Management Company so future precautions may be taken.
- Keep garage doors closed for the sake of appearance as well as to discourage theft and vandalism.
- Keep things of value in your car out of sight (e.g. radar detectors, cell phones, etc.) when parked outside of your garage.
- Prevent telltale signs of absence (e.g. have newspapers collected or stopped).
- Leave your outdoor lights on at night.

ANY THEFT AND VANDALISM SHOULD BE Immediately REPORTED TO Police BY CALLING 911 AND THE MANAGEMENT COMPANY, at their after-hours number, as required.

#### **PETS:**

1. The number of pets allowed per household is subject to the Declaration. The term pets shall mean common household pets, such as cats, dogs, fish, etc. The Declaration states one (1) pet per household. Below is an excerpt from Article VIII "Use of Property" of the Association's Declaration. Prior approval is required by the Board for more than one (1) pet.

2. All Pets must be on a leash at all times and be physically controlled by an adult at all times when outside. NO EXCEPTIONS. Owner will be fined \$25 for the first offense, and up to \$250 for repeated offenses.
3. Dog owners and their helpers are required to pick-up all pet generated waste immediately – this is basic, important, and we will fine violators \$25 (homeowner) for the first offense and up to \$250 for repeated offenses.
4. The owner will repair all damage to improvements and landscaping within the Common Area and/or property caused by the owner's pet.
5. The owner will not permit the pet to be a nuisance or threat to the Association's membership, their guests, and invitees.
6. The owner must also be compliant with the Town of Penfield ordinance for pets.
7. Complainants should contact the Management Company with the name and/or address of any offenders and will not be identified when the owner(s) of the townhouse(s) is/are notified.
8. Note that Article VIII "Use of Property" of the Association's Declaration states, in part: (h) No owner or resident shall keep or maintain any animals or household pet unless prior written consent is obtained by the Board of Directors. No owner or resident shall allow any pet to run free on the Common Areas. Pets on the Common Areas shall be on a leash and accompanied by an adult. Owners shall be responsible for picking up after pets.
9. If you are having a problem with dogs running free, or not being cleaned up after, please try to determine which townhouse they belong to, and report the problem to the Management Company.

#### **RUBBISH:**

1. Trash containers may not be put out before **5:00PM** on the day preceding trash pick-up. Current pick-up day is Wednesday. Please leave your trash container/toter outside your garage door, **not** at the curb. **Only** the recyclables container is to be placed at the curb. The container should be returned to your garage by the end of the **same day**. Failure to keep or return containers/toters to the garage on the same day as pick-up will result in one warning, after that the homeowner will be fined \$25. Habitual offenses are subject to a fine of \$100.
2. If your regular rubbish does not all fit in your trash container/toter, please secure additional rubbish in black heavy-duty plastic bags, and place by your trash container/toter.
3. Special arrangements must be made for the disposal of large items. Please call the Management Company to arrange for pick-up, **BEFORE** placing item(s) at the curb. The items to be picked up must remain in the owner's garage until the scheduled pickup. Depending on the type of items there may be an additional fee that the homeowner is responsible to pay directly to the trash contractor.
4. There are only six (6) holidays in the year that may cause a shift in the pick-up day from Wednesday to Thursday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

#### **PARKING:**

1. Parking of motor vehicles on lawn areas is not permitted. Parking on the grass is defined by all four (4) wheels of the vehicle being on the grass. You will receive one warning. Thereafter you will be fined \$25 per incident.
2. Everyone in the Association takes great pride in a well-maintained common area, and parking of motor vehicles on grass areas detracts from all of our surroundings.
3. On street parking of vehicles increases the risks to pedestrians and other vehicular traffic. Unless approved by the Association, automobiles and other vehicles belonging to residents and/or their guests are to be parked to the greatest extent possible in garages or driveways. There is an overflow parking area on Courtshire Lane near the circle.
4. Vehicles must not be parked in locations which will impede delivery of mail, nor shall any other obstructions be placed near mailboxes.

5. Overnight parking on the roadways also detracts from our surroundings and can cause hazardous driving situation on the roadways. Please avoid overnight street parking. There is an overflow parking area on Courtshire Lane near the circle.

#### **EXTERIOR MODIFICATIONS:**

It is the duty of the Association to protect the property's appearance and marketability by ensuring that any changes to the building exterior are consistent with community standards and compatible with the architectural style of these buildings. The Board of Directors reviews, IN ADVANCE, plans for any changes to building exteriors, including replacements or additions, through a 'Variance Request' process.

Nothing may be attached, and no exterior change, alteration or modification of any kind may be made to any building until detailed plans and specifications of the desired change have been submitted to and approved in writing by the Board of Directors. Such modifications include, but are not limited to decks, awnings, light fixtures, exterior doors, standard replacement windows or skylight or egress windows, mechanical devices, satellite dishes, flower boxes, flags, bunting, or storage or other structures, whether permanent or temporary, etc. A Variance Request is also required to add any additional or replacement perennial plantings on the homeowner's lot not originally furnished by the management company.

1. The Variance Request form must be submitted together with (where appropriate) pictures and plans, or brochures or other information describing the materials to be used. The homeowner must provide plans with complete details about the nature, size, shape, and location of the proposed modification. All information regarding the contractor of the work shall also be furnished in the Variance Request form.
2. The Board will review the request and make the final decision. The homeowner shall be notified of the decision within forty-five (45) days. If the request is rejected, reasons for rejection shall be given and the homeowner may submit a revised request or additional information for further consideration.
3. Possession of a town or county permit does not waive the need for Board approval of an exterior modification, nor does it guarantee approval. Although the Board will not knowingly approve a project which is in violation of the building and/or zoning codes, the responsibility for compliance with any applicable code is solely that of the homeowner. The homeowner requesting a modification is responsible for determining if plans and specifications are in full compliance with existing building and zoning codes, and with plumbing, electrical, health and safety laws and regulations.
4. Approved variances provide 90 days for the work to be done, after which the homeowner must request an extension or submit a new variance request. Approved variances expire with the life of the product, which may not be replaced without submitting a new variance request. Approval or denial of the new variance request will be in accordance with the established standards in effect at the time the new request is submitted.
5. Should any modification be made without advance approval, or which deviates from the approved variance, or which is left incomplete, the homeowner will be given written notice to undo the modification or otherwise bring it into compliance at his own expense. Failure to correct the deviation within a specified length of time will result in the Association taking action to complete or remove the modification. Any expense incurred by the Association will be passed on to the homeowner with an additional twenty percent (20%) administrative fee.

#### **DECKS & BACK STEPS:**

1. A structure commonly referred to as a "deck" may be constructed on units after written approval has been obtained from the Board of Directors. A building permit by the Town of Penfield must be obtained prior to construction. All decks must be one level, constructed of pressure-treated, construction grade lumber which may not be painted or stained in any manner that would alter the appearance of the natural wood.

2. The approved stain for the decks at Devonshire is Sherwin Williams Super Decks Solid Stain, color is Woodbriar. The approved stain for fences is Woodscapes Solid Stain, color is Woodbriar. These stains may be purchased at Sherwin Williams which is located at 2200 Penfield Road.
3. All decks will be built within the confines of the privacy fences, including stairs and concrete/cement block. The unit owner assumes liability for any personal injury that may occur during construction and will be responsible for all maintenance and/or repair of damage to the structure after construction is completed. The exterior of the unit must not be altered by any means and the water spigot must be accessible and in working order.
4. Existing decks which are not in compliance with the above may remain as presently stained or painted until the deck(s) need to be replaced, then the replacement/new deck(s) must comply with the stain indicated above.
5. Steps on the back of the townhome are the responsibility of the unit owner. The steps should be kept in good repair at all times.

**LANDSCAPING:**

1. You are allowed to plant flowers in existing beds, but if you do, you will then be responsible for maintaining the flowers (deadheading and removing dead flowers) and **weeding** the beds. Pre-approval from the Board of Directors is not necessary for planting flowers.
2. If you would like to expand a bed and/or plant shrubs, you must first get written permission from the Board of Directors. A variance request form is required and should be sent to the Management Company.
3. Any plants/shrubs or the like cannot exceed three (3) feet in height.
4. Any flower plant (i.e., roses, azalea, etc.), which may become woods, requires written permission from the Board of Directors.
5. Certain restrictions apply when a member who has a wooded area beyond the rear line of the lawn. A homeowner may only modify such an area directly behind their house (not behind any other house). When a homeowner sells their house and has modified an area beyond the lawn, they must return it, to the extent reasonable and practical, to the original state unless the buyer assumes the responsibility for maintenance at the closing of title.

**Allowed**

Brown or black mulch  
Flowers in existing beds

**Not Allowed**

Planting of trees  
Removal of trees  
Fences  
Vegetable gardens

**Must Get Permission**

Planting shrubs/plants  
Bird baths/feeders  
Figurines  
New stones/rocks  
Any other changes

**SKYLIGHTS:**

1. Skylights may be installed in a unit **after** a variance for such installation has been approved in writing by the Board of Directors. A building permit by the Town of Penfield must be obtained prior to construction. Some of the factors to be considered in approval shall be: size, style, tint, materials. In no event shall a skylight be visible to the front of the roof peak; nor shall the installation compromise the structural integrity of the unit or adjoining units. The unit owner assumes liability for any personal injury that may occur during construction and will be responsible for all maintenance and/or repair of damage to the structure after construction is completed.

**STORM DOORS:**

1. A storm door may be installed on the front entrance of a unit, after written approval has been obtained from the Board of Directors. Guidelines used in consideration for such installation shall include size, design and materials.

NOTE: In no event shall the color of the storm door be different from the overall color of the unit trim. Maintenance and repair will be the responsibility of the unit owner.

- Devonshire storm door color is brown
- Courtshire and Camberly storm door color is white/off white.

### **SALE OR RENTAL OF TOWNHOME:**

It is important that both the Association and the Management Company have current information on Association membership (homeowners) and on any non-members (tenants) who reside on the property. It is equally important that new residents, whether owners or tenants, understand the right and responsibilities that are an integral part of living in Devonshire.

#### SALE OF A TOWNHOME CHECK-LIST

Because many people who purchase homes in our community are not fully aware that this is a “shared community”, these items should be helpful to people selling or buying a home, and to the Realtor listing a home in Devonshire.

- Signage used for OPEN HOUSE events may be set up the morning of the event and must be removed upon completion of open house.
- Devonshire Rules and Regulations and, a copy of the Declaration of Covenants, conditions, and Restrictions and a copy of the Association By-Laws should be left with the selling agent so any potential buyers can look at it.
- A list of any exterior modifications made to the home should be made available to prospective buyers. New owners must be aware that approved variances for these items expire with the life of the products, which may not be replaced by the new owners without a new variance. Owners are responsible for maintenance and repair of all modifications made to the exterior of the home.
- The Management Company should be notified of any pending listing or sale of a property at the time that it occurs.

#### RENTAL OF A TOWNHOME

- Every Devonshire homeowner has the right to rent, lease, mortgage or convey his/her townhouse for single family occupancy. However, all Association assessments are the personal responsibility of the homeowner.
- A written lease must be provided to the Management Company and include the following:
  1. Owner’s name, address, and phone number
  2. Tenant’s name and his/her contact information
  3. Term of lease (12-month minimum)
  4. A reference to the tenant’s duty to abide by the Declaration of Covenants, The By-Laws and Rules and Regulations of the Association.
  5. A clause assigning to the Association the right to evict tenants should they be in violation of any provision of the Declaration, By-laws, Rules or Regulations of the Association.
- The following item issued to each home, must remain in the home for the tenant: The Devonshire Rules and Regulations and, a copy of the Declaration of Covenants, Conditions, and Restrictions and a copy of the Association By-Laws.
- The owner is responsible for the conduct of his tenants and for any damages caused by them, their families or guests.