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**WILLOW POINT HOMEOWNERS  
ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**Revised**

**September 2011**

HARDY (PH) 408-741-1111

Telephone Numbers

To request maintenance, report damage, or information on the monthly  
assessment fee, to request a variance application, to request a complaint  
and for general information, contact the HOA at 408-741-1111, weekdays  
between 8:30 am and 4:30 pm.

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## HANDY INFORMATION

### Telephone Numbers

To request maintenance, report damage, for information on the monthly assessment fee, to request a variance application, to register a complaint and for general information, contact Managing Agent weekdays between 8:30 am and 4:30 pm.

REALTY PERFORMANCE GROUP, INC.

1800 HUDSON AVENUE, STE. 100

ROCHESTER, NEW YORK 14617

585-225-7440 OFFICE

585-225-7630 FAX

EMAIL: [INFO@REALTYPERFORMANCEGROUP.COM](mailto:INFO@REALTYPERFORMANCEGROUP.COM)

WEBSITE: [WWW.REALTYPERFORMANCEGROUP.COM](http://WWW.REALTYPERFORMANCEGROUP.COM)

Business Hours: 8:30 am – 4:30 pm

For emergencies only outside business hours:

Realty Performance Group answering service: 585-225-7440

Fire, Webster Police and Ambulance 911

Animal Control, Town of Webster 911 or 585-872-7009

Trash Removal (RPG) 585-225-7440

### ASSOCIATION PROCEDURES

The Rules and Regulations are attached. Additionally, please refer to the Willow Point Homeowners Association, Inc. Declaration of Covenants and By-Laws the Association's governing documents

## WHEN YOU ARE AWAY

Each Homeowner is asked to complete the New Owner/Tenant Information Form attached and return it to the Managing Agent for inclusion in your Unit Owner file. This information is needed so that appropriate action can be taken if storm or fire damage should occur during your absence.

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

- \_ Make sure your New Owner/Tenant Information Form is up-to-date
- \_ Tell a neighbor that you will be away so that they can check your home for apparent problems and request any corrective action necessary
- \_ Winterize your home if you will not be there during the winter season. (Be sure to take measures to prevent freezing of water lines and the leakage of washing machine water supply hoses.)

# WILLOW POINT HOMEOWNERS ASSOCIATION

## RULES & REGULATIONS

The Association is a not-for-profit corporation organized in the State of New York. When a unit is purchased, the owner becomes a member of the Association. The Association is managed by an elected Board of Directors which operates and maintains the Association property and has contracted for services with a Management Company. The Board of Directors enforces the covenants, conditions, and restrictions set forth in the Declaration of the Offering Plan, all Rules and Regulations, and all the By-Laws.

All of the Rules and Regulations of the Willow Point Homeowners Association (WPHOA) have been enacted for one primary purpose. That purpose is to allow Homeowners the ability to enjoy the full use of their homes and facilities with the least possible restrictions while not violating the rights of other association members to enjoy the same privileges.

Each year a General Homeowners meeting is held and all Homeowners are urged, and welcome to attend. This meeting addresses common problems, enhancements, and community involvement that are critical to all Willow Point Homeowners and the overall appearance, maintenance, and development of our community.

### BACKGROUND:

Each unit was provided during the initial construction, with a patio and/or deck, sidewalks, plants, stairs, window screens and in some cases, skylights.

From time to time, Homeowners have requested and received variances to expand decks and/or patios, replace windows, storm doors, or exterior doors, skylights, or add railings,

plantings, fences, latticework, trellises, awnings, fixed gas grills, enlarging existing garden beds, add/or remove shrubs, trees, etc. Homeowners are responsible for maintaining and repairing these additions and modifications. If a Homeowner does not maintain the unit, and/or it becomes unsightly or hazardous, the Association is responsible for dealing with the problem.

## EXTERIOR ADDITIONS

Exterior modifications of any kind will not be made to the properties until the plans and specifications are reviewed by the Architectural Committee and its recommendations sent to the Board of Directors for a final decision.

Homeowner's requests for exterior changes or modifications can be made by filing a Variance Request with the Managing Agent. Any approved but inadequately maintained modifications will be subject to a fine and/or removal by the Association with the Homeowner being charged for services.

## VARIANCE PROCEDURE

The following procedure for a "variance request" has been established to define the steps to be taken when a Homeowner wishes to make an exterior change to the building or grounds, or to make exceptions to the Rules and Regulations.

A Homeowner must request a Variance in writing and submit it to the Managing Agent. The Managing Agent will forward the variance request, dated upon receipt, to the Chairperson of the Architectural Committee. The Board of Directors will make the final decision and a response will be given within thirty-five (35) days of receipt by the Board. If the Board needs further documentation and cannot act within thirty-five (35) days, the Homeowner will be notified of a procedural denial with a request for further documentation.

If the Homeowner does not wish to accept the decision of the Board, he or she may file a written appeal with the Board of Directors within thirty (30) days of the denial. A hearing will be held at the next scheduled meeting of the Board of Directors following receipt of the appeal, or at a mutually acceptable date. The hearing will be conducted by the Board of

Directors. Both parties may request the presence of additional persons to present relevant information, which may affect the decision. The Board of Directors will issue a decision by the next Board meeting.

Some examples of modifications which require a variance are: railings, fences, storm windows and doors, windows, skylights, patios, decks, latticework, trellises, awnings, planter boxes, fixed gas grills, new garden beds, enlarging existing garden beds, adding or removing shrubs and/or trees, etc.

1. Storm Doors: Storm doors are to be white aluminum full-view only. Half-view or cross buck doors are not acceptable. Any storm door or window installed that has not received prior architectural committee approval, will be removed at the owners expense. Replacement shall be in keeping with doors on similar units.
2. Garage Doors: Replacement of garage doors shall be in keeping with doors on similar type units and require Board Approval.
3. Decks: Maintenance and repair of all decks are the sole responsibility of the Homeowner. Sherwin Williams Water-Based "Decksapcs" in neutral tone is the product to be used for all newer units. Appropriate Sherwin Williams stain for older units should be in keeping with the color of the other units. Deck staining may be done by the Homeowner using recommended stain and following the schedule set by the Board. Deck staining must be done every THREE YEARS. If a Homeowner does not stain the deck in this time period, the Managing Agent, after sending notice to the Homeowner, will have the deck stained and the Homeowner will be billed.
4. Awnings: Before installation of an awning, a variance request must be submitted to the Managing Agent for approval by the Board. If approved, the homeowner may proceed with professional installation and, a *Disclaimer Form* (attached) must be completed by the Homeowner. The Association waives all responsibility for maintenance of the awning, and any damage caused by the awning. If, in the opinion of the Board, the awning is not being properly maintained, the Homeowner will be asked to remove the awning. Should the Homeowner not comply with such request,

the Board will have the awning removed and the Homeowner will be charged.

The awning standard for approval is the Advantage Model within the Signature series manufactured by FURTERGUARD. Awning fabric color #4939 Almond/Sand Graduated Stripe.

5. Satellite Dish – TV/Radio Antennas: Exterior television antennae, satellite dishes, or radio antennae are subject to approval by the Board prior to scheduling installation and must be no larger than 36” and in accordance with all Webster Town laws and regulations. The Homeowner has to sign a *Disclaimer Form* (attached). The Association waives all responsibility for the maintenance of any dish and any damage or roof leakage caused by its’ installation. Upon removal of any of the above, resulting in holes in the roof, are the responsibility of the Homeowner. The repair will be made by the Managing Agent and the Homeowner billed.

#### LANDSCAPING AND GARDENING:

The Association owns all of the landscaping and is responsible for its maintenance. Many people who do not want any landscaping responsibilities were drawn here because of this assured service. For other residents, the planning and care of the grounds, particularly those immediately adjacent to their units, is an important part of their lives and they enjoy such participation. The Board encourages and supports such involvement by approving variances for additional gardens and plantings because it is satisfying to the residents and provides everyone with a more attractive community.

The Association will continue to provide general maintenance in existing beds. This includes weeding, cultivating and trimming of shrubs and other Association plantings, including the berm areas and entryway areas. The Association’s, mowing and trimming contractor; tree, shrub and bed maintenance contractor and/or Groundskeepers will be responsible for maintenance of all plantings in the development within the grass line of the Association property except for annuals planted by the residents. They will try to avoid harming these



plantings, but are not liable if Homeowner plantings should inadvertently be damaged or removed during regular maintenance.

In conjunction with the flowers planted by the Association, the following guidelines have been established for Homeowners who may wish to supplement these plantings with other annuals, spring bulbs and chrysanthemums, as long as existing beds are not enlarged or extended.

1. It is recommended that plants, rather than seeds, be planted to avoid damage to seedlings
2. Homeowners will be responsible for the care of plants they have added. This includes: trimming as needed, removal of dead blossoms at least once every two weeks from plants requiring this care; (i.e.: zinnias, marigolds, removal of dead leaves from bulbs after flowers have died, removal of annuals from ground after killing frost, and cutting back of chrysanthemums after killing frost).
3. If the Homeowner does not meet his or her responsibility regarding care of extra plantings, the Board will issue a letter of warning. If the situation is not corrected within two (2) weeks, the Board will take action and remove the extra plants, which will be at the expense of the individual Homeowner. The Association will continue to replace dead and dying shrubs according to the scheduled, replacement planting program. Homeowners will be advised as to the replacement plan(s), and cost of same. Homeowners are responsible for pet damage to shrubs and/or grass.
4. To improve the overall appearance of the property, we have asked the landscapers to adhere to a set of guidelines for pruning and trimming our trees, scrubs and bushes. Pruning and trimming are to be done in this style so that we can maintain a semi-formal look for the landscape with a reasonable amount of uniformity for our development. In the past some homeowners have done the pruning and trimming of the plants around their units. In that case, keep in mind that we have an expanded schedule for this work. Check with the Managing Agent for pruning schedules.
5. Planting of vines on walls and chimneys is prohibited due to possible damage to brick

and/or wood surfaces.

6. Growing of vegetables or herbs is discouraged because of our extensive bush and lawn spraying program. These sprays could contact these plantings causing contamination. Due to the necessity of controlling diseases and insects on our plantings, these areas will not be skipped under any circumstances.
7. Residents may plant annuals in existing beds. A variance approval is needed to create a new bed or to expand an existing bed. The additions must be kept in harmony with the surrounding area. It is assumed that the person who adds plants or beds will maintain them. Replacement or removal of plants, shrubs or trees, etc. is always at the discretion of the Association. The Association will remove plantings if they constitute a safety hazard, pose a potential structural damage problem, or are unsightly. Homeowners must secure a variance approval in order to remove any plants other than annuals that they have planted. Permanent plants may be removed at the resident's expense if a variance is approved.
8. During the growing season, planters may be fastened to the top/outside portion of a deck railing. The planter must be securely fastened so that it will not be a safety hazard with potential to fall. Planters of a more permanent nature require a request for a variance and approval of the Board before installation.

### GROUND MAINTENANCE

When ground maintenance is being conducted, all vehicles must be removed from the roadways, visitors parking areas, and/or curbside parking. The Managing Agent will inform all Homeowners when this will take place, e.g., driveway sealing, plowing. Failure to follow the notification rule impedes the operation of maintenance equipment. If the vehicle is left, the maintenance contractor can notify the Managing Agent. The Managing Agent will inform the offending party. If action is not taken immediately, the vehicle is subject to towing. Towing charges will be at the expense of the individual owner.

## PARKING

It is important that all Homeowners and guests use common courtesy when parking. Parking is allowed only in Homeowners own driveway.

1. Parking is NOT allowed on lawn areas, and damages resulting from the failure to comply with this rule will be an expense to individual Homeowners.
2. Parking is NOT allowed along the curbsides, in the street, in front of individual driveways, or on common areas.
3. Blocking the driveways, roadways, garages and mailboxes is absolutely prohibited.
4. Visitor's Parking areas are to be used for temporary parking by Homeowner and their guests for temporary overnight parking. If Homeowners or their guests require longer than a 24 hour accommodation, a Board member must be contacted to avoid having the vehicle being ticketed.

In the event one or more of these rules are violated, a member of the Board will place a violation sticker on the vehicle in question. If this vehicle is not moved after 24 hours receipt of the notice, the Board will commence in having this vehicle towed. The towing charges, which are set by the towing company, will be at the vehicle owner's expense. An authorized towing company, used by the Willow Point Homeowners Association, will tow the vehicle. If a vehicle first involved is again cited, after the first warning and removal of the vehicle, no warning will be given and the vehicle will be towed. Any subsequent violation will result in an increased fine, plus towing expenses for the Homeowner involved.

If a parked vehicle causes a hazard to other Homeowners, it may be towed without notification. In the event of guests at parties, the overflow will be allowed on the street for the party, but guests must be reminded not to block another driveway, or the mailboxes.

Out-of-town guests, who visit Homeowners with campers/trailers, may park in the visitors' parking area provided the Homeowner seeks Board approval in advance and that the stay

is not for an extended period of time. Extended period of time shall be defined as extending beyond two weeks, after which the Board may require the Homeowner to arrange for off-site storage, or normal parking fine will be applied. This guideline also applies when family members visit and extra parking space is needed.

## VEHICLES

Power vehicles, except for authorized power equipment for maintenance, may not be operated or stored on Association property. This includes, but is not limited to, mini-bikes, go-carts, snowmobiles, 4-wheelers, wave-runners, mopeds, and vehicle parts and accessories, e.g., truck caps, snow plows.

No commercial vehicles, limousines, tractor-trailers, boats, RVs, trailers, motor homes or unregistered vehicles may be parked in driveways or left on Association property except in enclosed garages. Illegally parked vehicles will be towed at the owner's expense. Signs to this effect have been posted.

## SAFETY ON PRIVATE DRIVES

In adhering to the New York State Vehicle and Traffic Law, and for the safety of the community, both residents and guests must obey the stop signs. It is important to be especially watchful for children that may dart into the street or for cars that are backing out of their driveways.

Speeding and careless driving on the private drives is dangerous and inconsiderate. Homeowners are asked to remind family members and guests to drive slowly and carefully.

Unlicensed drivers shall not operate a motor vehicle on the common area at any time.

## DECORATIONS

Installation of any lawn decorations, windmills, plastic objects, wooden objects, bird feeders, stone objects, etc., in foundation plantings or on the lawn is strictly prohibited. Lawn ornaments, flags, banners, statues or holiday decorations, which the Board deems not to be in keeping with the community's best interest, must be immediately removed upon written notice.

Homeowners may identify objectionable decorations and/or ornaments to the Board for review. All holiday or special decorations must be removed within two weeks following the holiday.

Permitted items/changes without a variance request, but subject to inspection and approval by the Association are:

1. Flower pots, small decorative objects and seasonal decorations on front stoops and on decks. Decorations should be confined to door and porch areas and to wreaths under front garage lamps. Decorative lights may be placed in shrubbery or trees. Roof lighting is not permitted.

In the event that property maintained by the Association is damaged through negligence or culpable act of a Homeowner, Homeowners guest, family members, agents or tenants, the Association shall make necessary repairs to the damaged property. The Homeowner shall reimburse the Association for such repairs.

## TOYS, SPORTING EQUIPMENT, ETC. AND COMMON AREAS

Toys, sporting equipment, wading pools, playhouses, sand boxes, swing sets, portable equipment, including basketball stands and hoops, automobile parts, tool benches, etc. are not allowed on, or to remain on, the common area. This area includes grass/lawn area, driveways, roadways, sidewalks, porches and patios. Bicycles, toys and all items listed above found on the common areas are subject to confiscation by Board Members, Maintenance Personnel and/or Management Company personnel. Activities that can cause damage to Homeowner and/or Association property are not permitted in the common area, for example, activities such as the use of solid baseballs and bats or bike riding on lawns and other common area(s). Enforcement will include removal charges at the expense of the Homeowner, and/or fines added to the Homeowner's monthly assessment.

## SOLICITING

Soliciting is not permitted without the written permission of the Board of Directors. Soliciting shall not be interpreted to include candidates for public office.

## TRASH REMOVAL

Trash pickup is provided by a private vendor. Space for trash containers must be provided in the Homeowner's garage. Trash must not be stored in patio areas or outside Homeowner's unit. Trash must be placed in approved trash containers. Trash must NOT be put out in plastic or paper bags. Any unwanted articles or trash not acceptable by regular collector must be disposed of by the Homeowner and not left on the curb. If you plan on putting large items out for removal by the disposal service, contact them in advance.

On trash pick up days, Homeowners must place trash containers in their driveways. Collection begins early in the morning and trash containers must be outside before 8:00 am. In the case of aged related or health problems, trash containers may be placed in front of the garage.

Recycling boxes must be used for recycling purposes. Webster regulations regarding recycling must be followed. All papers and other items that are placed in the recycling box should be placed in a manner that will prevent the wind from scattering them.

### NOISE POLLUTION AND RESTRICTIONS

There shall be NO NOISE from any sound-producing devices, loud parties, barking dogs, etc., which will disturb the comfort of others day or night. All Town, County and State ordinances and laws, plus common sense and consideration, will be used as guidelines. Residents can notify the Webster Police of any repeated flagrant or serious noise complaints.

### GARAGE DOORS

In order to thwart vandalism, garage doors should be left closed. Closed garage doors also add to the appearance of the private drive. Garages cannot be used as a living space of any kind, any time.

### AIR CONDITIONERS

Installation of window air conditioning units is strictly prohibited.

### SALE AND/OR RENTAL OF TOWNHOUSE UNIT

Homeowners who have sold or rented their homes are required to give written notification to the Homeowners Association Board of Directors and the Managing Agent. Renters have full use of common areas and services. All townhouses are part of a planned urban development known as Willow Point and their intended use is as single-family residences. Any other use of the unit is prohibited by the Town of Webster zoning ordinances.

Every Homeowner should have received a copy of the HOA Declaration/By-Laws and a copy of the HOA Rules & Regulations. Both documents MUST be made available to prospective buyers/tenants before a purchase offer/lease is signed. Make sure your real estate agent has these copies to share as well as has knowledge of any assessments made against the unit for violations, and any impending special assessments. Any damage, caused by the Homeowner/Tenant, to the unit that becomes the responsibility of the HOA to repair, shall be either the responsibility of the selling Homeowner/Landlord OR it will appear as an assessment against the unit for the new Homeowner/Landlord.

All new, prospective residents must be made aware of the guidelines and regulations in place at Willow Point BEFORE they make a commitment to live here. If you have misplaced your copies, contact the Managing Agent for new ones. A copying fee will apply.



## REQUIREMENTS FOR LEASING

No townhouse or portion of a townhouse may be rented or leased for a period of less than 6 months. It may not be used for commercial purposes. Any Homeowner who elects to lease his Home shall furnish to the Managing Agent a *New Owner/Tenant Information Form* (attached) setting forth the name(s) of the tenant, the unit address, the telephone number of the tenant, and the new address of the Homeowner, together with an agreement in writing by the tenant, pursuant to which the Tenant agrees to comply with the terms of the Declaration By-Laws and all of the rules and regulations. In the event a Homeowner fails to comply with the provisions of this section relating to leasing, the Homeowner shall pay an additional assessment, to be added to and collected as part of the monthly HOA charges. In addition, if a tenant shall fail to comply with the rules and regulations, and such noncompliance is not cured within fourteen (14) days after written notice of such violation is sent to Tenant and the Homeowner, the Homeowner shall pay an additional assessment for each such violation, which will be added to and become part of the next monthly HOA charge. In the event of repeated violations by the tenant, the Board of Directors may seek an injunction from a court of appropriate jurisdiction. In the event of such application, the Homeowner shall be responsible for payment of reasonable attorneys' fees and the costs incurred by the Board of Directors in seeking such relief.

When the lease expires, and is extended to the same tenant, the Homeowner need not require the tenant to sign a subsequent lease addendum. The Homeowner must, however, notify the Managing Agent of the extension and time terms in writing within thirty (30) days of the expiration of the original lease.

Tenant Lease Fine – If a copy of the lease is not received by the Managing Agent, the owner is subject to fines of \$20.00 per week. If the owner fails to provide a copy of the guidelines to a tenant, a \$20.00 fine will be imposed.

## ADVERTISING SIGNS

Advertising signs, except for one 2' x 3', "For Rent" or "For Sale" signs are not permitted to remain on a lot or structure. "For Rent" or "For Sale" signs must be portable in construction and displayed only in the window of the unit being advertised. Exterior portable signs may be displayed on common area property for a total of eight (8) hours per week. The only signs allowed are those described above.

## MOVING SALES

Moving Sales are permitted providing the follow provisions are followed:

A request for a permit for such a sale must be made to the Managing Agent.

Such sale must be limited to two days and signage must read "Moving Sale".

Owner or owner's representative must ensure that no neighbor's driveways are blocked and that no damage is done to Willow Point property, i.e., lawn, parking area, etc. All signs must be removed at the end of the sale. If these provisions are not adhered to, a fine will be levied and the Homeowner will be assessed for the repair/damages.

## GARAGE SALES

Individual garage sales are not permitted. This includes any other names used to identify such sales (toy sales, estate sales, household sales, etc.). The Association may endorse an Association-wide sale as a means to create a social activity for the Homeowners. Such sales will be at the discretion of the Board, and when authorized, will take place on Saturday and Sunday of the last weekend in June.

## ASSESSMENT OF FINES

All fines will be determined by the Board and will be based on the type and frequency of the infraction. Fines will be levied on a daily basis if the Board deems fit.

Following notice of a violation to the Managing Agent, the Homeowner will be notified and requested to begin an immediate and acceptable remedy (first notice). After a reasonable

period of time (to be determined by the Board in each instance of violation) and if such remediation by the Homeowner shall be ineffective or nonexistent, the Board shall authorize a second notice to the Homeowner. On the day after the service of the second violation notice to the Homeowner, fines shall commence. Note: This process will not apply to any type of vehicle violation. In such instances fines and subsequent towing will occur if the Homeowner does not comply within the 72 hour notice of violation period. Any series of violations that can be characterized as being the same will be considered as a continuation of a single violation. For example, if a Homeowner is fined for parking a camper in a common area for an extended period of time, moves it for 48 hours, and then returns it, the violation will be considered as a single incident.

The Board has discretion to levy a higher rate of fine and to adjust the duration of the fining period to respond to conditions that affect the health, safety and/or welfare of Association members and their guests -- for example, a vicious dog.

The Board of Directors, at its' discretion, may waive a fine when the homeowner responds toward compliance with the request to remediate but needs time to come into full compliance.

The Homeowner is responsible to immediately inform the Managing Agent regarding the actions to be taken to avoid such a fine.

Given the above, the Board shall use the following guidelines when levying fines for violations:

Type I Fine: \$5.00/Day	Type II: \$10.00/Day	Type III: \$50.00/Day
Parking - Cars	Parking - boats, RV's, trailers	Direct impact on Health, Safety,
All exterior modifications	Major vehicle maintenance	Welfare of Homeowners and
Misuse of common areas	Illegal use of residence	Their families and/or guests
Poorly maintained modifications	Unauthorized leasing of unit	(i.e. , vicious dog)
The peaceful possession and proper use of homes by residents. I.e., wind chimes, flood lights, unattended or barking dog.		

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Any costs incurred by the Association in the violation of delinquent Assessments or fines shall be paid by the Homeowner who is in violation of Association Rules and Regulations.

If the monthly dues or special assessment or any installment thereof is not paid within thirty (30) days after the due date, the following action will commence: (a) the Board may accelerate the remaining installments, (b) the Board may bring legal action against the owner personally obligated to pay the cost of such proceedings, including reasonable attorney fees which shall be added to the amount of the assessments, and if any, late charges and fines, (c) the Board may foreclose. If the Assessments or any installments thereof are not paid within sixty (60) days after the due date, the Association shall notify any mortgage holder of non-payment as outlined in procedures of Offering Plan for Willow Point Homeowners Association, Inc. Section 5.80.

#### INSURANCE

Unit Owners Insurance: It is recommended that Homeowners purchase their own Insurance, Form HO6 or equivalent with loss assessment coverage. The insurance should provide fire, casualty and theft coverage for any “additions or alterations” made after the home was purchased from the Sponsor and for the homeowner’s personal property. Personal liability insurance is needed for occurrences within the home or within any common elements exclusive to a Homeowner’s home. Specific questions relating to the Association insurance coverage of Homeowner’s unit can be obtained by contacting the Managing Agent.

1. If a unit sustains damage as a result of a covered peril, the Homeowner should call the Managing Agent and the Homeowner’s policy issuer as soon as possible, but within 24 hours. The Managing Agent will take a report and/or inspect the reported damage. A claim will be submitted to the insurance carrier on behalf of the Association.

2. All leaks and other damage must be promptly reported to the Managing Agent.
3. Damage to the interior structure must be inspected by the Managing Agent and/or the Association's insurance carrier and the Homeowner's insurance carrier before repairs are made. A determination of the size of the claim and the responsibility of the insurance carriers must be agreed to before a commitment is made to make the interior repairs.
4. An inspection must be made on completion of interior repairs to satisfy insurance company concern regarding subsequent claims for the same damage.

*Willow Point Homeowners Association, Inc.*

PET APPROVAL FORM



## Willow Point Homeowners Association Pet Rules and Policies

see attached





Homeowner Acceptance:

Address:

\_\_\_\_\_

Accepted by Homeowner:

\_\_\_\_\_

Date:

\_\_\_\_\_

Renter Acceptance *(if applicable)*:

Address:

\_\_\_\_\_

Accepted by Renter:

\_\_\_\_\_

Date:

\_\_\_\_\_

Management Company Acceptance:

Accepted by:

\_\_\_\_\_

Date:

\_\_\_\_\_

Management Company,

\_\_\_\_\_

## DISCLAIMER FORM

(Homeowner) \_\_\_\_\_

(Unit Number) \_\_\_\_\_

confirms that a variance approval has been received for the installation of

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Homeowner agrees that the installation of the above-described fixture is the responsibility of the Homeowner and that such installation will be completed in a professional manner so as to preserve the integrity of the Townhouse. Furthermore, any damages to the Townhouse caused by the installation, or removal, of the fixture is the responsibility of the Homeowner.

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Homeowner's Signature

Date

Board Member



**Willow Point Responsibility Chart**  
revised: August 2005

#	ITEM	RESPONSIBILITY			NOTES
		HOA	HO	OTHER	
1	ADDRESS NUMBERS	✓			
2	AIR CONDITIONING		✓		
3	BRICKWORK, EXTERIOR	✓			
4	CHIMNEY, EXTERIOR		✓		
5	CHIMNEY, INTERIOR		✓		
6	CONDUITS, PIPES, WIRES - COMMON AREA ONLY	✓			HO Responsibility once enters unit
7	DECKS / BALCONIES		✓		
8	DOORBELLS		✓		
9	DOORS, EXTERIOR	✓	✓		HOA Paint / HO Repair, Replace
10	DOORS, STORM AND SCREEN		✓		
11	DOORS, SLIDING AND GLASS		✓		
12	DRIVEWAYS	✓			
13	ELECTRIC METER			✓	RG & E
14	EXTERMINATOR (Animal / Insect)	✓			
15	FENCES / RAILINGS (original only)	✓			
16	FIREPLACE		✓		
17	FOUNDATIONS		✓		
18	FURNACE		✓		
19	GARAGE DOOR	✓	✓		HOA Paint / HO Repair, Replace
20	GARAGE DOOR OPENER		✓		
21	GARBAGE COLLECTION	✓			
22	GUTTERS AND DOWNSPOUTS	✓			
23	HOSE BIBS		✓		
24	LANDSCAPE MAINTENANCE	✓			
25	LANDSCAPE TREATMENTS	✓			
26	LANDSCAPE WATERING		✓		
27	LIGHTING, EXTERIOR FIXTURE - COMMON AREA ONLY	✓			HO Responsible for Bulb Replacement
28	LIGHTING, INTERIOR		✓		
29	MAILBOX		✓	✓	USPS - HO Responsible to call
30	NEWSPAPER RECEPTABLES		✓		
31	PAINT, EXTERIOR	✓			
32	PARKING LOTS, PRIVATE DRIVES	✓			
33	PLUMBING, INTERIOR		✓		
34	ROOF, ROOF MEMBERS	✓			
35	ROOFS: MATERIAL	✓			
36	ROOFS: PLUMBING, OTHER UNIT VENTS	✓			
37	ROOFS: SKYLIGHTS		✓		
38	SEWER (STORM & SANITARY)	✓			Exterior only
39	SEWER PIPES: Clean out	✓			
40	SIDEWALKS & STOOPS	✓			
41	SIDING	✓			
42	SNOW PLOWING	✓			
43	STAIN, EXTERIOR	✓			
44	STEPS, EXTERIOR	✓			Excluding decks
45	STEPS, REAR UNDER SLIDING DOOR	✓			
46	TRIM, FACIA	✓			
47	VENT, DRYER		✓		
48	WATER MAINS (DEDICATED)	✓			
49	WINDOW CASEMENTS	✓	✓		HOA Paint / HO Repair, Replace
50	WINDOW CLEANING		✓		
51	WINDOW GLASS REPLACEMENTS/BREAKAGE		✓		
52	WINDOW SCREENS		✓		
53	WINDOW (CAULKING)	✓			