

**VICTORIA WOODS  
HOMEOWNERS ASSOCIATION  
PHASE III**

**RULES & REGULATIONS**  
**(Including Excerpts from the**  
**“Declaration” of Protective**  
**Covenants and Restrictions)**

**Updated April 2015**

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## **GENERAL INFORMATION**

### **FIRE**

*(Primary – Victor Volunteer Fire Co.)*

911

### **VICTOR FIREHOUSE**

924-3321 *(Non-emergency)*

### **SHERIFF** *(Ontario County)*

911 or 394-4560

### **STATE POLICE**

398-4100

### **TTY SERVICE**

1-800-342-4357

### **AMBULANCE**

*(Victor-Farmington Volunteers)*

911 or 924-3959

### **LIFE LINE**

275-5151

### **TTY SERVICE**

275-2000

### **R G & E**

1-800-743-2110

### **TTY**

1-800-962-3293

### **DOG CONTROL**

396-4590 *(8am-6pm)*

911 *(after hours)*

### **POINSON CONTROL**

1-800-222-1222

*For police emergencies, you may call either the sheriff or the State Police (it is your choice). They will coordinate the police effort between their organizations, if necessary. Someone will always respond.*

*To request maintenance, inquire about assessments, report rules violations, or to obtain general information, call or write to:*

#### **REALTY PERFORMANCE GROUP**

*1800 Hudson Avenue, Suite 100*

*Rochester, New York 14617*

*225-7440 – Office*

*225-7630 – FAX*

*Office hours are 8:00 a.m. to 5:00 p.m. Monday – Friday.*

*After hours, call the same number (225-7440) and the answering service will contact the appropriate person to respond to a problem. For emergencies, call 911 and then the answering service.*

**THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**AND BY-LAWS OF THE VICTORIA WOODS PHASE III**  
**HOMEOWNERS ASSOCIATION, INC.**

The DECLARATION has been recorded in the office of the County of Ontario Recorder of Deeds.

**RULES AND REGULATIONS**

Article V, Section 5.13 of the By-Laws provides the Board of Directors with the powers, duties and authority to, but not limited to, the following:

“Adopt and publish rules and regulations governing the uses of Association property and facilities, and the personal conduct of the Members and their guests thereon, and establish penalties for infractions thereof.”

**ENFORCEMENT**

Article X, Section 10.02, Paragraph 2 of the DECLARATION states:

“In addition or as an alternative to an action at law or suit in equity, the Board of Directors of the Association may, with respect to any violation of this DECLARATION or of the BY-LAWS or rules and regulations of the Association or of any committee of the Association, and after affording the alleged violator a reasonable opportunity to appear and be heard, establish monetary and non-monetary penalties the amount and/or severity of which shall be reasonably related to the violation and to the aim of deterring similar future violations by the same or any other persons.”

The Board of Directors, under the authority given it by the DECLARATION has established the following enforcement procedure. Violations and/or non-compliance to the Use Restrictions, Architectural Control, and the rules and regulations (as stated in the DECLARATION and this document) will result in the following action:

- Written notice will be sent to the homeowner stating the infraction. A time limit will be specified for compliance.
- Should the homeowner desire a hearing before the Board of Directors, the hearing shall be arranged for either the next monthly meeting, or a date agreed to by all parties. The homeowner may choose to bring a legal representative to this hearing, if so desired. The decision of the Board following the hearing will be final and a reasonable time limit for compliance will be specified.

- ❑ In either case, if the infraction is not corrected within the time limit specified, appropriate action will be taken. This may be in the form of a fine, a court order, bond for the removal or restraint of the violation or other appropriate action. The homeowner will be notified of this action by mail.
- ❑ If it is necessary to obtain legal or other assistance for the enforcement of these provisions, the cost of this or any related assistance will be billed to the owner or added to the monthly maintenance charge and as such, act as a lien on the property.

### **FISCAL YEAR AND ANNUAL MEETING**

The fiscal year is declared to run from July 1 through June 30. The annual meeting shall be held in November in place of a regular scheduled meeting.

### **ISSUES FOR MEMBERSHIP VOTE – ANNUAL MEETING**

In order to insure that (i) issues of importance to a minority of our members are adequately addressed, (ii) frivolous (or individual personal issues) do not detract from addressing the real issues of the membership as a whole; and (iii) all members have a chance to reflect on, discuss, and vote on any issue raised to the membership for vote, the Board (in accordance with the DECLARATION, Article 3 and the By-Laws, Article 3 and 4) has approved the following procedure for raising an issue to a membership vote at the Annual Meeting.

- a) A minimum of 2 members of the Board of Directors may petition the Board to initiate a membership vote on any specified issues.
- b) Any one qualified voting member, with the written concurrence of an additional 21 qualified voting members (10% of the total membership) may petition the Board to initiate a member vote on any specific issue.
- c) The petition must be in the hands of the Board of Directors (or in the Management office) at least 60 days prior to the Annual Meeting. To be valid, the petition must contain the specific wording to be voted on.
- d) The issue, as submitted, will be published to all members in the official Annual Meeting notification letter. The letter will also include an absentee and proxy voting ballot to accommodate those members who wish to vote on the issue but are unable to attend the annual Meeting to vote in person. A Management / Board assessment and recommendation regarding the issue will be included if deemed appropriate.
- e) Other issues may be raised by members at the meeting and should be fully discussed. However, no vote on these issues will be taken at the meeting. The By-Laws provide a method of raising these issues to a vote at a special meeting.

**9.01 f. Other**

- (3) **The deductible, if any, on any insurance policy purchased by the Board of Directors shall be the responsibility of the Member owning each Unit affected, except in the event of damage to Association Property, in which event it will be an Assessment.** The Board of directors of the Association may assess any deductible amount necessitated by the gross negligence or malicious act of a Member against such Member. The Association may pay the deductible portion for which such Member is responsible, and the amount so paid, together with interest and costs of collection (including attorney's fees), shall be a charge and continuing lien upon the Unit involved, shall constitute a personal obligation of such Member and shall be collectible in the same manner as Assessments under Article V of the Declaration.

**INSURANCE (By-Laws) Section 9.04 Insurance carried by Members**

Each member shall, at such Member's expense, obtain adequate insurance covering fixtures, installations or additions comprising a part of the Unit owned within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Unit, initially installed or replacements thereof, in accordance with the original plans and specifications, or installed by or at the expense of the Member, naming the Association as an additional insured on the policy and provide the Association evidence of such coverage upon the anniversary of such policy. Each Member has the right, at such Member's expense, to obtain for such Member's benefit, (i) fire, casualty and theft coverage for Member's personal property; and (ii) such Member's personal liability within Member's Unit and on such Member's Lot. All such policies shall contain waivers of subrogation, if available, and the liability of the carriers issuing insurance procured by the Board of Directors shall not be affected or diminished by the reason of any such additional insurance carried by the Member.

**NOTE: Owner's should purchase "HO-6" coverage to include coverage for the deductible, which is \$1,000.**

## RULES AND REGULATIONS

The following rules and Regulations are imposed by the Board of Directors in accordance with the authority vested in it by the BY-LAWS of the Association. In no way are they intended to diminish the authority of the DECLARATION, which in cases of conflict with the Rules and Regulations, has precedence. (See DECLARATION ARTICLE IX, General covenants & Restrictions), (copy enclosed).

THE BOARD OF DIRECTORS MAY PROMULGATE SUCH OTHER RULES AND REGULATIONS, FROM TIME TO TIME, AS MAY BE NECESSARY TO PRESERVE AND ENHANCE THE HOMEOWNERS ASSOCIATION OF VICTORIA WOODS PHASE III, INC. PROPERTY.

### ARCHITECTURAL AND APPEARANCE CONTROL

1. There shall be no changes or additions to the exterior of any building without the prior approval of the Architectural Committee. This includes window air conditioners, awnings, unapproved storm and screen doors, radio or T.V. and dish antennas, or any such additions or changes which will alter, in any manner, the exterior appearance of any building. Window air conditioners are not allowed in unit windows. Window fans are allowed; however, they must be placed inside the window screens. Daily fines from the Board of Directors will be issued, after a hearing, for any violations of this rule.
2. **Advertising and Signs:** No signs are to be displayed on the property except the placement of a "For Sale" or "For Rent" signs in one window only. "Open House" signs are permissible on weekends only.
3. **Clotheslines:** Clotheslines are not permitted. Outdoor drying or airing of clothing or bedding is not permitted. No clothing of any kind is to be draped on deck railings.
4. **Garages:** Garages are to be used for vehicular parking only, and may not be modified for any other use. Garage doors are to be kept closed whenever possible.
5. **Outdoor Barbecuing:** No grills are to be left in the driveways or on the front lawn.
6. **Doors and Windows:** The Association is not responsible for the repair or replacement of window panes, screens, storm windows, repair or replacement of doors, including garage doors. The homeowner is responsible for the timely repair/replacement of damaged doors or windows. Storm windows may be installed at the homeowner's expense with the prior approval of the Architectural Committee.
7. **Holiday Decorations:** Temporary decorations for the holiday season may be displayed between Thanksgiving Day and mid-January of the following year. Lights or other decorations may not be permanently attached to the exterior of the building. Special clips may be used during the holiday season. Lights may be attached to evergreens, as well as front railings. On shared evergreens, both homeowners must agree. Wreaths or other similar decorations may be attached to the front doors by a suction or magnet hook only.

8. **Garage Sales:** One weekend per year has been set-aside for anyone wishing to hold a garage sale. The hours of 9:00 a.m. until 5:00 p.m. may be used for this activity. Homeowners will be notified in the spring as to the designated weekend. Signs must be removed at the end of the sale. Holding a garage sale at any other time is unauthorized and subject to a \$25 per day fine.
9. **Trash and Recycling Collection:** Trash and recycling containers may be placed outside for pick-up no earlier than 6:00 p.m. the evening prior to collection day. Trash must be in a covered metal or rubber can, or a securely tied clear plastic bag. Containers must be taken inside by the end of the trash collection day.
10. **Window Covering (except garage windows):** It is permissible to install window coverings visible from the outside in a color other than white or light beige (as specified by the DECLARATION) after written approval is obtained from the Architectural Committee. Vehicular garage door windows are not to be covered in any way.
11. **Window Pane Inserts:** Each individual unit – Inserts must be either all in or all out of the front windows, and must be either all in or all out of the rear windows.
12. **Aluminum Combination Storm/Screen Door** – White with black hardware may be installed with the approval of the Architectural Committee. **(Brown doors meeting the above specifications are to be used on Ridge Crest Drive only).**

**NOTE:** Direct sunlight may cause heat build-up between storm door (when glass is fully in place) and the main door. This build-up may damage the plastic window trim on the main door. This problem can be avoided by ensuring that the doors are properly vented in warm weather. If damage to the main door is so caused, timely repair will be the responsibility of the individual homeowner.

13. **Patio Storm Doors:** “Storm Guard 3000 series – 6 ft.” (or equivalent) is approved. An all-white sliding storm door kit is authorized to be added to the outside of the existing patio door frame. The added sill depth requires the addition of a wood (pressure-treated) support plate (not supplied as part of the door kit). Brown storm door kits are to be used on Ridge Crest Drive only.
14. **Hanging Planters, Flowers, and Plants:**
  - a. Hanging plants may be suspended from a rust resistant eye bolt to underside of the framing of the porch area, on those townhouses with wood fascias. On those townhouses with aluminum fascias, clips which will not harm the aluminum siding may be used. Any damage caused will be the homeowner’s responsibility, and repaired by the Association at owner’s expense. Hanging plants are to be removed by November 1<sup>st</sup>.
  - b. The porch may contain floor planters or pots. Planters and pots are to be removed by November 1<sup>st</sup>.
  - c. Front yard planting in existing bed area is permitted but is restricted to annuals with a growth at maturity of no more than 12 inches. Homeowners wishing to plant must contact the Property Management Company and notify of planting. If a homeowner plants in the front area, the Homeowners Association will not assume responsibility



for weeding the front bed area that season. No borders of any kind shall be installed around bed areas in the front of units.

- d. Trees are not to be removed from any lot or common areas without written authorization from the Architectural Committee.
- e. American Flags may be displayed free-standing or attached to wooden pillars on front porches or wooden trim surrounding the garage door. Brackets may not be attached to aluminum exteriors.
- f. Newspaper boxes cannot be attached to units whose posts are aluminum.

15. **Patios** – Flagstone, block, or wood decks may be installed in backyards subject to the following restrictions and prior approval of the Architectural Committee:

- a. Wood deck materials must be of a pressure-treated variety and may be protected with clear sealers in lieu of paint.
- b. Patio and deck may encompass any portion of the backyard area, but may not interfere with the growth or potential replacement of the tree planted in the yard.
- c. The deck floor may not extend above the threshold of the sliding glass doors, and no portion of permanent deck accessories or built-in benches may extend above the fence level. No screening, enclosing, or covering of decks is allowed.
- d. Wood decks must be free-standing with the exception of wooden fascia under the rear patio door and no portions of deck shall be attached to the fence.
- e. If an owner, at a later date, removes the deck/patio, it is his/her responsibility to restore patio area with grass.
- f. No storage sheds of any kind are to be installed in back yards.
- g. No swing sets or other structures may be visible above the fence line.

16. **Backyard Planting:**

- a. Plants are not permitted to grow higher than the fence.
- b. Planting is limited to ground plants only (no vines).
- c. Planting may be done in the backyard within three (3) feet of the permanent structures, i.e., units, side fences, tree and patio structures.
- d. Yards may not be closed off.
- e. Nothing may be permitted to grow on or be attached to the house or fence except for garden hose holders which may be attached to the first or second upright fence post from the unit and no more than three (3) feet above ground level.

- f. The Homeowner's Association is not responsible for damage to lawn furniture, patio, deck, or plants as a result of maintenance activities. It is the homeowner's responsibility to move said furniture, etc., in order for proper maintenance of yards.
- g. Planting along the sides of end units is permitted but is limited to the same three (3) foot depth that applies to the backyards, and is further limited to the planting of ground plants (no vegetables), shrubs, and bushes.
- h. Items may not be hung on the privacy fences so they are protruding above or can be seen through the fences at any time.

**NOTE:** Homeowners must request approval of a variance from the Architectural Committee by submitting (in writing) such a request including all details of the proposed variance. Request for variance forms should be addressed to the Architectural Committee via the Management Company.

**17. Tree Planting In Common Areas:**

The following guidelines should be considered when planting trees in the common areas (outside backyard areas).

- a. Evergreens are recommended because of low maintenance (no leaf accumulation and little insect attraction). The varieties available locally include blue, white, and Norway Spruce. These are slow growing and have short needles. Austrian and White Pine are also available. These have longer needles and are faster growing. The hardiest (most disease resistant and adaptable to our soil conditions) are the Norway and the Austrian Pine.
- b. Deciduous trees (ornamental or leaf bearing) are to be planted by the Homeowners Association only.
- c. Trees to be planted should be at least three feet (3') tall, after planting, and should be at least eight feet (8') away from any permanent structure (fences, buildings or other trees). This will allow the mowing equipment to move freely when trees reach maturity.
- d. Trees planted will be the responsibility of the homeowner for a period of 24 months from the time of planting. This responsibility includes removal, if the tree dies. The Homeowners Association will begin caring for the tree after the 24 month period, but is not responsible for its replacement should it die.
- e. No trees of any kind shall be planted without the express written consent of the Board of Directors of the Homeowners Association. A proposal for tree planting shall include a sketch and written description showing the proposed location. This information should be submitted to the Property Manager for action by the Architectural Committee and the Board of Directors.

## ROAD USAGE AND PARKING

The following parking and road usage rules are intended to provide for the safe and convenient use of the Victoria Woods roads for residents and their guests. These rules shall apply to all homeowners and tenants, their families and guests and any persons operating motor vehicles on Victoria Woods property.

### 1. Road Usage

- a. The maximum speed is 10 mph. Speeding and careless driving on these private roads is dangerous and destructive to life, property, and good community relations. Violators will be ticketed and fines will be levied against their property.
- b. Parking is not permitted on grass areas, or within 11 feet of fire hydrants and mailboxes. On-street parking is not permitted at any time. Traffic control signs must be obeyed at all times.
- c. No snowmobiles, ATVs, or similar motor vehicles, and no unlicensed motor vehicle of any kind shall be operated on any portion of Victoria Woods property.
- d. The following are not permitted to remain overnight on Victoria Woods property without prior approval of the Board of Directors:
  1. Commercial vehicles, unless they can fit into a garage or vehicles that do not fit into a garage.
  2. Unlicensed vehicles, unless garaged.
  3. Recreational vehicles, boats, or trailers, unless they can fit into the garage.
  4. An unlicensed motor vehicle is interpreted to mean one which is not current in any one or more of the following requirements:
    - a. Motor Vehicle Bureau registrations
    - b. NYS inspected
    - c. Minimum state-mandated liability
    - d. Any other condition which would make it unlawful to drive it on the public highways
- e. No work on any vehicle is permitted outdoors on Victoria Wood property. The Homeowners Association at the owner's expense will repair any damage to common property or driveways.
- f. Driving of any vehicles (including bicycles) on any grass is prohibited.
- g. Any vehicle abandoned in an overflow parking area or elsewhere on Association property will be towed and stored at the owner's expense. A vehicle will be considered

abandoned if, after notice, it is not moved (in a significant way and under its own power) for a period of two (2) days.

- h. Except as essential for local delivery, vehicles rated over 8,000 lbs. gross weight may not be driven or parked on Association property.

2. **Use of Overflow Parking Area** – These areas are not to be used for any purpose other than vehicular parking.

Overflow parking permits will be issued to homeowners and must be displayed on the dashboard (or permanent stickers on the left side rear window, driver's side) of any vehicle parked overnight (2:00 a.m. – 6:00 a.m.) in any Victoria Woods Phase III overflow parking area. Permits contain a coded identification of the homeowner.

To be permitted to park in the overflow parking areas overnight, the vehicle must display a parking permit, and one vehicle must be parked in the driveway.

In summary, overflow parking areas may be used by overnight visitors, tenants and homeowners only if the driveway has vehicles already parked in it and the overflow vehicle properly displays a parking permit.

These overflow parking area rules will be strictly enforced. Fines of \$20.00 a night will be assessed to the homeowner for vehicles in violation of these parking rules. If a vehicle is in an overflow parking area overnight without displaying a permit, the vehicle may be towed following notification and at the owner's expense.

### PETS

1. Occupants of units shall have the right to have pets within the units, which must be kept leashed or otherwise restrained when outside.
2. All owners are responsible for immediate pick up and disposal of pet excrement on roadways, landscaped areas, common areas, and owners' yards (all areas maintained by the Association). This rule will be strictly enforced.
3. When outdoors, pets must be kept under direct and positive control at all times. Pets must be accompanied by a person responsible for the animal's control and actions. Pets may not be left unattended in the front or side of the unit, nor may they be left in a garage with the garage door partly or fully opened.
4. No pet houses or feeding of pets is permitted outdoors.
5. Homeowners must license their pets with the proper authorities and proper tags must be on said pets.
6. Pet owners are responsible to see their pets do not cause a nuisance such as excessive barking, or otherwise annoy or frighten residents or their guests.

## TENANT LEASES

All homeowners who rent or lease their property to another party must inform them of, and include in the lease, a requirement of the tenant to follow the requirements of Article IX of the DECLARATION and all Rules and Regulations as stated in this document. It is also the homeowner's responsibility to provide their tenant with a copy of this document. The homeowner must require the tenant to sign a lease addendum certifying that the tenant has read a copy of Article IX of the DECLARATION and this document. A signed copy must be returned to the Association by the homeowner within thirty (30) days of the date of the lease. This requirement applies to verbal as well as written leases. Leases must be a minimum of one year.

## BILLS DUE – LATE CHARGES

Assessments and other charges (Board-issued fines, etc.) are due by the 20<sup>th</sup> of the month. In response to monthly assessments and other charges not being received from a number of owners in a timely fashion, the Board has affected the following policy: **Upon the 20<sup>th</sup> of the month, any sums not received will incur a monthly late fee of 10% of association fees.**

This late charge will be added to the next months' maintenance assessment and, as such, will constitute a lien on the property. Past due association assessments, if not paid on a timely basis, will be turned over to a professional collection agency for appropriate action.

## SCHEDULE OF FINES

A fine, in accordance with the following schedule, will be assessed on the homeowner for failure to comply with the DECLARATION, BY-LAWS, and the Rules and Regulations. The homeowner is responsible for assuring guests and visitors comply with the Rules and Regulations.

Fines will be added to the monthly assessment and, as such, constitute a lien on the property. If it is necessary to obtain legal assistance for the enforcement of these provisions, this cost and the cost of any related assistance will be billed to the owner or added to the monthly assessment and, as such, act as a lien on the property.

**Parking and Road Usage:** \$20.00 per occurrence. For chronic offenders, it may be necessary to have the offending vehicle towed and stored off property at the owner's expense.

**Pets:** \$20.00 per occurrence or per day (as applicable) plus the cost of any clean up or repairs.

**Architectural and Appearance Control:** \$20.00 per occurrence or per day, as applicable.

**Maintenance of Unit Exterior  
Surface Items**

	<u>Responsibility</u>			
	<u>Association</u>		<u>Homeowner</u>	
	<u>Repair</u>	<u>Paint</u>	<u>Repair</u>	<u>Paint</u>
Roofing Material and Vents	x	x		
Furnace and Fireplace Chimneys (from roof line up)	x	x		
Plumbing Stack (roof up)	x	x		
Wood Trim and Caulking (not specifically covered below)	x	x		
Skylights / Frames		N/A	x	
Rain Gutters and Downspouts	x	x		
Aluminum Siding	x	N/A		
Brickwork	x	N/A		
Hose Bibs (front & rear)			x	N/A
Light Fixtures (Front & Rear)			x	
Rear Sliding Door and Glass			x	N/A
Rear Steps and Attachment to Unit			x	x
Conduit and Electric Power Service Meter (Box on Unit)			x	
Air Conditioner Junction Box		x	x	
Exterior Door		x	x	
Garage Door		x	x	
All Windows and Glass			x	
All Exterior Door and Window Frames	x	x		
Doorbell Button			x	N/A
Address Numbers	x	x		
Newspaper Receptacles			x	N/A
Storm Doors, Windows and Screens			x	N/A

**MAINTENANCE OF FRONT AND REAR  
PROPERTY OUTSIDE OF BUILDING UNIT  
(WITHIN HOMEOWNER'S PROPERTY LOT  
LINE)**

	<u>RESPONSIBILITY</u>			
	<u>Association</u>		<u>Homeowner</u>	
	<u>Repair/ Replace</u>	<u>Paint</u>	<u>Repair/ Replace</u>	<u>Paint</u>
Deck (Cantilever)	x	x		
Rear Yard Separation Fences	x	N/A		
Rear Lawn Center Tree (Removal)	x	x		
Rear Lawn (Grass area readily accessible for maintenance)	x	N/A		
Air Conditioner Condensing Unit & Pad			x	N/A
Underground Power Lines to Unit Meter Connection	RG&E	N/A		
Underground Gas Lines to Unit Side of Meter	RG&E	N/A		
Underground Telephone Cables (including Unit Junction Box)	Frontier	N/A		
Underground TV Cables to Unit Connection in basement	Time Warner	N/A		
Rear Yard Homeowner's Added Items			x	x
Front Steps, Porch, Stoops			x	
Front Railing and Overhang	x	x		
Front Landscaped area (grass, shrubs, mulch)	x	N/A		
Driveway	x	N/A		
Driveway Crock & Storm Sewer Lateral to Road Connection	x	N/A		
Water Service (Curb Stop to Unit Meter)	x	N/A		

## Miscellaneous Maintenance / Service Items

1. **Snow Removal:**  
Unit driveway to within several feet of garage door, private roads, overflow parking areas, mailbox area. **ASSOCIATION PROVIDED**
2. **Trash and Recycling:**  
At the road end of driveway. **ASSOCIATION PROVIDED**
3. **Outside Cleanup:** (Miscellaneous Debris) – **ASSOCIATION PROVIDED**
4. **Detention Pond Maintenance:**  
Town of Victor. Mowing is **ASSOCIATION PROVIDED**
5. Periodic cleaning of furnace and fireplace chimneys to maintain safe operation is the **HOMEOWNER'S RESPONSIBILITY** and the homeowner is responsible for any ensuing damage caused by improper maintenance or by the performance of maintenance.

## EXCERPTS FROM DECLARATION

### ARTICLE IX GENERAL COVENANTS AND RESTRICTIONS

#### Section 9.02      **Pets.**

- a. Occupants of units shall have the right to have pets within the units, which must be kept leashed or otherwise restrained. However, the Board of Directors shall have the right to require any occupant, or any family member, or guest of any occupant, to remove any pet from the unit, or the property if, in the opinion of the Board of Directors, acting in its sole discretion, such pet is creating a nuisance or such pet possesses a threat to the safety or health of other occupants of the units, or that such pet is not kept under leash or restraint.

#### Section 9.03      **Parking.**

- a. **Recreational Vehicles.** No recreational vehicles including, but not limited to, all terrain vehicles, motor bikes, motorcycles, minibikes, snowmobiles, boat trailers, campers, golf carts or other such vehicles shall be permitted on the premises at any time for any reason except with the prior written consent of the Board of Directors. If such permission is granted, such vehicle shall be parked or stored only in such area as designated by the Board of Directors.
- b. **Oversized, Commercial and/or Unlicensed Vehicles:**
  - i. any vehicle which cannot fit into any garage unit;
  - ii. commercial vehicles, unless they can fit into garage; or,
  - iii. unlicensed motor vehicles of any type, unless garaged.

- c. **Unauthorized Parking.**

Vehicles parked in unauthorized areas or in any manner impeding or preventing ready access to the Property or an occupant's driveway, shall be towed from the premises at the expense of the respective owner of such vehicle so parked. The board of Directors, Managing Agent, or authorized employee of either, may order such removal on behalf of the Board of Directors after giving reasonable notice to the owner of the vehicle to remove such unauthorized parked vehicle, and shall not be liable for any costs, loss or damage of any nature whatsoever, directly or indirectly, resulting therefrom or connected therewith. Notice is not required prior to removing a vehicle blocking the roadway or impeding access by emergency vehicles.

- d. **Guest Parking.**

Any additional vehicles belong to guests or occupants will be parked in such areas as designated for such purpose by the Board of Directors.



## Section 9.05 General

a. **Lease restrictions.**

An owner shall not lease any portion of a unit (other than the entire unit), nor shall an Owner lease a unit to a lessee for an initial term of less than one (1) year.

b. **Obligation to Maintain Utility Service.**

Regardless of whether the unit is occupied, the owner owning such unit shall be obligated to maintain sufficient utility service to prevent damage to other units or the Property. If such service is not maintained by the owner, the Board of Directors shall have the right to immediately arrange for such service, upon such notice to the owner as is practical under the circumstances and without notice in emergency situations. If such service must be arranged by the Board of Directors, any costs incurred shall be collectible in the same manner as Assessments and shall constitute a lien on the unit involved and a personal obligation of the owner.

c. **Interaction with the Board of Directors, Managing Agent, and/or Employees of the Association.**

i. If an owner, his family, guests, lessees, licensees or invitees gives a key, whether to his unit or an automobile or other item of personal property to an employee or Director of the Association or the Managing Agent, he does so at his own risk, and neither the Board of Directors nor the Managing Agent nor the employee of either shall be liable for injury, loss or damage indirectly resulting therefrom or connected therewith.

ii. No employee of the Homeowners Association or the Managing Agent shall be asked to perform any personal services for any owner or occupant or guest, except in an emergency, during hours such employee is employed by the Association or Managing Agent on behalf of the Association.

## BACK YARD ENCLOSURES

Because of a number of requests by homeowners, it has been decided to allow partial enclosure of individual unit rear yard areas, subject to submission and approval of a written variance request. The Board of Directors has established guidelines to allow homeowners a more private setting, while maintaining a natural and uniform appearance throughout Victoria Woods. A homeowner may choose ONE of the following options approved by the Board on August 15, 1995:

1. **Pyramidal Dark Arborvitae**

These have been chosen as the acceptable shrub because of their hardiness, ability to grow quickly, and ease of maintenance. They would present a more natural appearance than fencing.

The main stem (trunk) of each arborvitae must be placed so that foliage from the mature shrub will not extend beyond the ends of the unit's privacy fences into the common area.

A space of 8 feet must be left somewhere between the privacy fences to allow lawn maintenance and emergency access. This measurement should be taken from the trunk of the arborvitae.

The height of the arborvitae must not exceed the height of the privacy fences.

Trimming and maintenance are the responsibility of the homeowner.

Removal of dead arborvitae is the responsibility of the homeowner, and must be done in a timely fashion.

If the above guidelines are not followed by the homeowner, the Association will trim to the above specifications, or remove dead plants, and will add this cost to the individual homeowner's monthly assessment.

**Helpful hints:**

- a. Pyramidal Arborvitae should be planted no more than 4 feet apart to form a dense hedge-like effect when mature (2-3 years).
- b. Miracid (a soil neutralizer and fertilizer) will help speed growth and density.

2. **Lattice Fencing**

Pressure-treated heavy duty lattice, available in four foot by eight foot sheets at any home center, is the only approved fencing material. Supporting posts should be pressure-treated four by fours, and horizontal supports should be pressure-treated two by twos.

The lattice must be free-standing and cannot come closer than five inches to the existing privacy fences (to leave access for future repairs to the privacy fences). It cannot exceed a height of four feet six inches above ground level after installation.

As a guideline for post installation, New York State requires a depth of forty-two inches to eliminate the possibility of frost upheaval.

Posts are to be installed on the unit side of the fence.

An opening of six feet wide must be left somewhere in the fence to allow access for emergency and mowing equipment.

An upper and lower horizontal rail should run between the vertical posts, for the purpose of supporting the lattice on all sides. To eliminate the possibility of the horizontal rails sagging, a distance of no more than four or five feet is recommended between the vertical posts.

Staining of the lattice fence (not the existing privacy fences) can be done in either clear, semi-transparent or solid color stains, in a color approved by the Architectural Committee and the Board of Directors. This staining is the responsibility of the homeowner.

Climbing plants will be allowed to grow on the lattice fence only. Cleanup of this growth will be the responsibility of the homeowner.

If the lattice fence leans or sags to a noticeable degree, or the climbing plants are not properly maintained, the association will perform the necessary maintenance and bill the homeowner through the monthly assessment.

## VIDEO SATELLITE DISHES

Having received requests to allow the installation of video satellite dishes, your Board of Directors has decided to allow installation of these video dishes under the following guidelines:

1. The diameter of the receiving antenna (dish) **cannot exceed one (1) meter.**
2. The dish must be located within the backyard area of the unit being serviced. It cannot extend beyond the end of the unit's privacy fence. It must be within three feet from a permanent structure.
3. The dish must be free standing (not attached to the unit or fences) and must be kept at ground level, not exceeding the height of the privacy fences.
4. The coaxial cable leading from the dish to the unit being serviced must be buried at least 6 inches beneath the sod or soil. The cable must enter the unit at ground level. It cannot be attached to the side of the unit.
5. The homeowner's responsibility includes maintaining the area beneath and directly around the dish, to a distance of at least 3 feet. The dish should be located so as to make it as unobtrusive as possible. Shrubbery should be used to further keep the dish from your neighbor's view.

Adopted 9/19/95  
Amended April 2015