

# **Hillsboro Cove Homeowners Association**

## **General Information for Residents and**

## **Rules and Regulations**

*Revised 3/12/2024*

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## PURPOSE OF THIS DOCUMENT

Hillsboro Cove is a townhouse community in which residential units are individually owned but much of the property surrounding the units is communally owned and maintained by the Hillsboro Cove Homeowners Association (“the Association”) for the enjoyment and benefit of all residents. Homeowners agree to certain covenants and restrictions regarding their individual units in order to preserve a harmonious and consistent appearance throughout the development. Since Hillsboro Cove’s inception, the elected Board of Directors has had the responsibility of administering these covenants and restrictions originally included in the “Declaration, Covenants, Conditions, and Restrictions” (DCCR) and agreed upon when Hillsboro Cove was originally established. The Board’s goal is to allow for some flexibility in individual expression while maintaining the architectural and landscape integrity which continues to make Hillsboro Cove a highly desirable community in which to live.

The DCCR gives the Association (through the Board of Directors) the right to establish “reasonable rules and regulations,” taking “into consideration the best interests of the Owners and residents of [Hillsboro Cove] to the end that [Hillsboro Cove] shall be preserved and maintained as a high-quality community.” [DCCR Article 11, Section 11.11] It also gives the Board the authority to enforce these rules and regulations. The Board’s first step, if there appears to be a violation of the rules, is to talk with the homeowner; usually a violation occurs because the homeowner is unaware of the rule, and in most cases an appropriate resolution can be found. If the violation persists, the Board has the authority to impose monetary or non-monetary penalties.

The purpose of this document is to provide residents with a summary of:

- (1) Rules and regulations derived from the DCCR
- (2) Recommendations regarding the health and welfare of the community
- (3) General practical information that may be useful as we all try to be good neighbors.

## HANDY INFORMATION SHEET

### Management Company:

Realty Performance Group, Inc. (**RPG**), 1800 Hudson Ave. - Suite 100, Rochester, NY 14617  
PHONE: (585) 225-7440 / FAX: 585-225-7630 / EMAIL: [info@realtyperformancegroup.com](mailto:info@realtyperformancegroup.com)  
PROPERTY MANAGER: Nick Harris / WEBSITE: <https://realtyperformancegroup.com/>

Hillsboro Cove info: <https://realtyperformancegroup.com/hillsboro-cove-homeowners-association-webster-ny-14580/>

If you have any issues with lawn, tree, or snowplowing services, garbage collection, or damage to the exterior of your home, call Realty Performance Group (RPG) at 585-225-7440. The landscape and architectural variance forms and the pesticide opt-out form are to be mailed to RPG. General variance forms should be given to the president or secretary of the Board of Directors.

### Community Resources:

Fire, ambulance, Webster police, animal control — 911 for emergencies  
Town of Webster — (585) 872-1000

### Homeowners Association Organization:

#### Board of Directors

|                                 |                                                                          |              |
|---------------------------------|--------------------------------------------------------------------------|--------------|
| Bill Daly, President            | <a href="mailto:bdaly70@hotmail.com">bdaly70@hotmail.com</a>             | 716-450-4744 |
| Deborah Gerlach, Vice President | <a href="mailto:deborahagerlach@gmail.com">deborahagerlach@gmail.com</a> | 585-738-2926 |
| Richard Johnson, Secretary      | <a href="mailto:roj@nccn.net">roj@nccn.net</a>                           | 530-913-9600 |
| John Solberg, Treasurer         | <a href="mailto:jsolberg1071@gmail.com">jsolberg1071@gmail.com</a>       | 315-524-8548 |
| Richard Detwiler, At-large      | <a href="mailto:rldetwiler1@gmail.com">rldetwiler1@gmail.com</a>         | 585-267-6549 |

### Architectural Committee:

Board members - All

|               |                                                                          |              |
|---------------|--------------------------------------------------------------------------|--------------|
| Eric Mehserle | <a href="mailto:mehserle@rochester.rr.com">mehserle@rochester.rr.com</a> | 585-671-1234 |
|---------------|--------------------------------------------------------------------------|--------------|

### Landscape Committee:

Board members - All

|            |                                                                |              |
|------------|----------------------------------------------------------------|--------------|
| Tom Badger | <a href="mailto:tbadger419@gmail.com">tbadger419@gmail.com</a> | 585-446-0259 |
|------------|----------------------------------------------------------------|--------------|

### Community Relations Committee:

|                     |                                                              |              |
|---------------------|--------------------------------------------------------------|--------------|
| Ann Delehant, Chair | <a href="mailto:adelehant@gmail.com">adelehant@gmail.com</a> | 585-750-4499 |
|---------------------|--------------------------------------------------------------|--------------|

### Newsletter:

|                 |                                                |              |
|-----------------|------------------------------------------------|--------------|
| Richard Johnson | <a href="mailto:roj@nccn.net">roj@nccn.net</a> | 530-913-9600 |
|-----------------|------------------------------------------------|--------------|

*This sheet correct as of 3/1/2024*

# **HILLSBORO COVE COMMUNICATIONS PLATFORMS**

## **Website INFORMATION**

You can find important information on the RPG website, including minutes of Hillsboro Cove HOA board meetings, variance forms, complete copies of the bylaws and other documents. Go to <https://realtyperformancegroup.com/hillsboro-cove-homeowners-association-webster-ny-14580/>

## **Email Messaging**

The board uses email to provide residents with important information (such as projected road work, pesticide applications, etc.) and to distribute the quarterly newsletter. Please be sure we have your current email address.

Your email address will not be shared with any other party or used for anything other than HC related activities. The email subject line will begin with: "Hillsboro Cove Communication:" The subject of the email will be stated, such as, "Lawn Treatment Scheduled," or "Hillsboro Cove Newsletter."

## **US Postal Service Mailings**

Certain communications must by law be delivered by the USPS to all residents. This includes notifications of the annual meeting as communications requiring a community vote.

## **Newsletter**

Hillsboro Cove publishes a quarterly newsletter which is delivered via email (or US mail, for those without email access). It contains helpful information about community events, actions of the board, and other matters for the welfare and interest of the community.

## **Board Meetings**

The Hillsboro Cove Board of Directors meets monthly on a schedule convenient to the Board members. If you wish to discuss an issue with the Board in person, please contact a Board member to arrange a time. Please indicate what the issue is that you want the Board to address so the Board can research the issue and we can have a productive discussion.

# **GENERAL INFORMATION FOR HOMEOWNERS**

## **GOVERNING DOCUMENTS**

The governing documents of Hillsboro Cove are:

- (1) The Declaration of Covenants, Conditions and Restrictions (DCCR)
- (2) The Bylaws of the Hillsboro Cove Homeowners Association
- (3) The Rules and Regulations

Copies of these documents can be found on the RPG website. If you sell your home, the buyer's attorney should provide a copy of these documents to the buyer prior to closing.

If your property is sold, new owners must be made aware of any variances and the maintenance responsibility required for that variance. For example, any plantings for which you have been given a variance and which you are responsible for maintaining must be accepted by the new owner, or you must remove them prior to the sale.

The DCCR is on file with our individual deeds in the County Clerk's office and it describes what we agreed to at the time of purchase, just as the deed establishes the piece of property which we agreed to buy at the time of purchase.

## **ASSOCIATION MONTHLY ASSESSMENT**

The monthly Association maintenance assessment is set as of January 1<sup>st</sup> each year. Homeowners will be notified of the assessment amount at least thirty days prior to the beginning of each new year. Payment is due the first of the month, and payments received after the 10<sup>th</sup> of the month will be charged a 10% late fee.

Payments are processed through Alliance Association Bank. There are a variety of ways that payment can be made; please see Appendix 1 (page 24).

## **RESPONSIBILITIES of HILLSBORO COVE HOMEOWNERS ASSOCIATION, INC.**

**The Homeowners Association is responsible for the following matters, as directed by the Board and implemented by the management company contracted by the Board—currently Realty Performance Group (RPG).**

1. Enforcement of restrictive covenants and establishment of rules and regulations
2. Establishment of annual and reserve budgets for the operation of the Association
3. Establishment of monthly HOA fee on an annual basis
4. Snow removal from driveways, parking areas, roads, and mailbox clusters when snow depth is three inches or more
5. Gutter cleaning annually in the fall or in response to homeowners' reasonable requests
6. Weekly refuse removal
7. Landscape maintenance, including lawn mowing, edge trimming, fertilizing, weed killing, grub proofing, cultivating, mulching, and weeding front beds, pruning trees and shrubs, leaf raking, lawn repairs, shrub and tree removal and replacement
8. Maintenance of fire and casualty insurance on the structure of each Unit as originally built (The Association has an earthquake rider on the master policy for "as-built" structural damage to Units.)
9. Maintenance and sealing of driveways and parking areas, and oversight of private roadway
10. Caulking of gaps between molding and trim, as necessary
11. Repair of sewer and water laterals outside of dedicated easements, driveways, main roadways, parking areas, streetlights, entrance area, and community signs
12. Exterior structural repairs, including roofs, vents (other than high-efficiency furnace vents, which are the homeowner's responsibility), gutters and downspouts, cedar siding and trim, brickwork, front stoop and sidewalk, back deck slate stones (where applicable), deck structures (but not deck staining), sealing gaps or holes in the flashing around the frame of the skylight (but not skylight glass, glass replacement and silicone caulking around skylight lens, which are the responsibility of the homeowner)
13. Maintenance of storm water management system
14. Staining and painting of exteriors, including all exterior siding and trim, all exterior doors and frames (excluding storm doors and windows)
15. Maintenance of all landscaped areas except homeowner plantings previously approved by the Association via a variance and installed by the Unit owner
16. Maintenance, repair and replacement of pipes, wires, conduits, and public utility lines servicing the Units for which a utility company or other entity is not responsible.
17. Providing pest control for exterior of units when needed (bees, wasps, etc.)
18. Control of Canada geese or other invasive wildlife
19. Approval of architectural, landscape, and general variances
20. Participation in monthly or special board meeting and annual or special Association meetings
21. Oversight of Association committees, including architectural, landscape, community relations, and other committees that may be established

## RESPONSIBILITY CHART

| Category                                                                      | Association / Other                       | Homeowner                         |
|-------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------|
| Brickwork and front masonry stairway                                          | XX                                        |                                   |
| Cedar Siding and Trim                                                         | XX                                        |                                   |
| Deck Repair                                                                   | XX                                        |                                   |
| Deck Staining (Every odd-numbered year)                                       |                                           | XX                                |
| Doors / Windows; Storm & Screen                                               |                                           | XX                                |
| Driveways, Parking Areas, Roads                                               | Repair, resurfacing, sealing              |                                   |
| Foundations                                                                   |                                           | XX                                |
| Glass Surfaces – Window Panes                                                 |                                           | XX                                |
| Gutters and Downspouts                                                        | XX                                        |                                   |
| Heating / Cooling                                                             |                                           | XX                                |
| Insect/pest Control                                                           | Exterior                                  | Interior                          |
| Insurance – Master Coverage, Fire, Liability, Umbrella, & Earthquake          | XX                                        |                                   |
| Insurance – Personal Contents, Liability, Umbrella, & Other                   |                                           | XX                                |
| Landscaping                                                                   | Common Areas                              | Own plantings (variance required) |
| Lighting – Street                                                             | XX                                        |                                   |
| Lighting Fixtures - Exterior                                                  |                                           | XX                                |
| Plumbing                                                                      |                                           | XX                                |
| Garbage and recycling                                                         | Waste Management                          |                                   |
| Roofing and Vents (except high efficiency furnace vents)                      | XX                                        |                                   |
| Sewers, Storm Water, Sanitary                                                 | XX                                        |                                   |
| Skylight glass, glass replacement and silicone caulking around skylight lens. |                                           | XX                                |
| Snow Removal                                                                  | Driveways, roads, parking & mailbox areas | Sidewalks, porches & decks        |
| Repairs to Walkways                                                           | XX                                        |                                   |
| Watering Lawns/Shrubs/Trees                                                   |                                           | XX                                |

## REQUESTS FOR SERVICE / HOW TO ADDRESS PROBLEMS

Any issues with your home that are the responsibility of the Homeowners Association should be directed to Realty Performance Group. Refer to the Responsibility Chart on page 6 to understand whether a particular issue is the responsibility of the homeowner or the Association. If it is an Association responsibility, a request for service can be made by telephone, email to [info@realtyperformancegroup.com](mailto:info@realtyperformancegroup.com), or online through RPG's website.

### RPG Work Order Procedure

#### **\*EMERGENCY PROBLEMS\***

**Always phone RPG at 585-225-7440. Do not email! Do not use the online Work Order request.** Calls outside office hours will be handled by an answering service. You will be asked to press "0" (emergency), in which case a live operator will talk to you, gather your information, and contact the on-call maintenance technician. The technician will then respond either by phone or in person to resolve your issue. Emergency problems are handled as soon as possible. Please understand that some emergency problems may require the use of an outside contractor. When an outside contractor is engaged, you will be notified of the contractor's name and your Work Order number.

#### **Non-emergency problems**

Non-emergency problems are usually handled within three to five business days (or sooner, if they are more urgent). During peak maintenance times (during severe weather, summer months, etc.) the "typical time" for work order completion may be extended.

Some work order requests may require HOA Board approval before the request can be performed. This category would include items such as, but not limited to, any work order that requires a variance, asphalt repairs, and expenditures in excess of \$1,000.

### **How to contact Realty Performance Group**

Work orders can be initiated in three ways:

- (1) Call RPG at 585-225-7440 to make a work order request.** Business hours are M-F 8 a.m. to 4:30 p.m. Calls outside business hours will be handled by an answering service. You will be asked to "Press 1" for non-emergency orders; you can leave a voice mail message to be handled the next business day.
- (2) Submit an online work order request by visiting <http://realtyperformancegroup.com>.** Click on "Submit A Work Order" at the top of the home page, in the BLUE-colored banner. Then fill in the form detailing the nature of the maintenance request. Be sure to fill in all boxes including name, phone number, email, and the work requested. (DO NOT use this form for emergency issue; emergency requests must be made by telephone.)
- (3) If pictures are being submitted with your Work Order, please email the RPG office at [info@realtyperformancegroup.com](mailto:info@realtyperformancegroup.com) along with your name, address, contact information & nature of the maintenance request.** You will receive an e-mail response back with the Work Order number.

**Be sure to get a Work Order number.**

In order to track or follow up on requests, you must have a Work Order (WO) number. If you are making a telephone request, the RPG assistant will provide you with the WO number. If you call after hours, the answering service will not give you a WO number; you may call RPG's office the next business day to be given the WO number. With an e-mail generated request, RPG will email you the WO number. If you do not receive a WO number within two business days, please call RPG to obtain it. At any time, you can call RPG and refer to the WO number to get an update on the status of your request.

**Appointments for Interior Work**

If your request requires interior work, you must make your home accessible. RPG personnel will be wearing apparel with an RPG logo and will have IDs. If you are unsure about the identity of an *outside* contractor, call RPG at 585-225-7440. When your presence is required to gain access to your home, or you need to be present for other reasons, RPG will set up an appointment with you. Appointments will be scheduled within a two-hour window, such as 8-10 a.m. or 2-4 p.m. You must be present for at least that period of time or as long as it takes for the work to be completed.

If RPG arrives at your home and you are not there as scheduled, nor can you be reached via any contact method, RPG will leave a door tag indicating the numbers used to contact you, the time, and a notification that the work order will be on hold until we're able to reach you. You must then call RPG's main number to reschedule. Please do not call an RPG maintenance employee directly, even if you have that person's phone number.

**Appointments for Exterior Work**

Appointments for exterior maintenance will be scheduled directly by RPG's Maintenance Department. If RPG or a contractor does not need access to the inside of your home, then you can expect a call when the work is completed, or whoever completes the work will leave a door tag informing you of the completion of the work.

## VARIANCES

**A variance is required for any alteration to your property that changes the external appearance of your unit, or for any request to waive requirements in these Rules and Regulations.** The variance must be approved BEFORE changes are made. Work must be completed within 90 days of approval.

There are three different variance forms:

(a) The architectural variance form should be used for any installations or changes to the exterior of the building. (A copy is included in Appendix 2, p. 26.)

(b) The landscape variance form should be used for any plantings or other changes to the landscaping. (A copy is included in Appendix 2, p. 27.)

(c) The general variance form should be used for any other matter that requires board approval (e.g., permission for an estate or moving sale, permission for use of a dumpster, etc.) (A copy is included in Appendix 2, p. 28.)

**All variance requests involving a contractor must include contractor's proof of liability and worker's compensation insurance.** If the homeowner is doing the work him/herself, the request must include a waiver of insurance which is included with the variance request. (The form for this waiver of insurance is included in Appendix 2, page 29.)

Variance request forms may also be downloaded from the RPG website:

<https://realtyperformancegroup.com/hillsboro-cove-homeowners-association-webster-ny-14580/>

**For the quickest response, deliver or mail your architectural or landscape variance request to: Realty Performance Group, 1800 Hudson Ave., Rochester, NY 14617.** General variance request forms should be given directly to the president or secretary of the Board of Directors.

If your property is sold, new owners must be made aware of any variances and the maintenance responsibility required for that variance. For example, any plantings for which you have had variances and for which you are responsible to maintain must be accepted by the new owner, or you must remove them prior to the sale.

**Variances are required for: (these are examples, not a comprehensive list)**

- Exterior light fixtures
- Garage doors
- Exterior doors (steel doors are required)
- Exterior water spigots
- All windows and glass, including skylight glass
- Storm door and storm door windows and screens
- Exterior wall vents (e.g., if you install a high efficiency furnace, the vent must be covered with a vertical exterior cap)
- Installation of satellite/TV dishes, antennae
- Air conditioner condensing unit and pad
- Use of a dumpster or portable toilet (for interior home remodeling)
- Landscaping in the rear of a unit
- Back-up electrical generators

**No variance is required for:**

- Staining and sealing of decks
- Cleaning of fireplace, furnace chimneys, and dryer vents
- Removal of any blockage in sewer lateral between townhome and sewer main at street
- All internal utility installations of the home such as the electrical, heating/cooling, plumbing, telephone, and television systems (items which must be repaired and replaced at the individual homeowner's expense)
- Replacing gravel under deck
- Clearing snow off porches, sidewalks and driveways

## **INSURANCE**

The HOA carries fire and earthquake insurance that covers the buildings, but it does not cover personal possessions or any interior changes to individual units. It is recommended that Unit Owners purchase Unit Owners Insurance, Form 6 or equivalent, with loss assessment coverage. The insurance should provide fire, casualty and theft coverage for any "betterments or improvements" (additions, alterations, or upgrades) made after the home was purchased and for the Unit Owner's personal property. Personal liability insurance is needed for occurrences within the Unit or within any common elements exclusive to an Owner's Unit. Specific questions relating to the Association insurance coverage of your Unit can be obtained by contacting the Hillsboro Cove insurance agent through Realty Performance Group. It is recommended that homeowners get an earthquake rider on their policy to cover interior and personal possessions.

### **Insurance claim procedure**

If a Unit sustains damage as a result of a covered peril or fire, the Unit Owner should call RPG and the Unit Owner's insurance policy carrier as soon as possible, within 24 hours. RPG will take a report and/or inspect the reported damage. A claim may, if appropriate, be submitted to the Association's master insurance carrier on behalf of the Homeowner.

Damage to the interior structure must be inspected by RPG and/or the Association's insurance agent and the Unit owner'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.

An inspection must be made on completion of interior repairs to satisfy insurance company concern regarding subsequent claims for the same damage.

## **TRASH REMOVAL**

Trash removal takes place on a weekly basis. Trash containers and recycle bins should normally be placed at the curb no earlier than the morning of pick-up and removed promptly on the pick-up day. If it is necessary to put garbage cans out the evening before, the homeowner is responsible for cleaning up any messes caused by cans that are tipped over by animals, blown

over by wind, or knocked over by snowplows.

If you have bulk items to be disposed of, please contact RPG (585-225-7440) in advance. They will make the necessary arrangements with Waste Management for a special pick-up. If needed, please do not hesitate to make a follow-up call to RPG. Homeowners must put bulk items at the curb no earlier than the evening before pick-up. Keep your bulk items in your garage until then.

Are you up to date on what can or cannot be recycled? It is illegal to discard electronic waste in the trash! Electronics recycling includes everything from small devices such as cell phones and digital cameras to large devices such as televisions and desktop computers. Electronics manufacturers are required by law to provide information on how to recycle your equipment free of charge. Go to: <https://www.monroecounty.gov/ecopark/> to see what can be put at the curb and what must go elsewhere. Information is also at <https://www.wm.com/us/en/recycle-right/recycling-101>.

Please follow these guidelines:

- The normal pick-up day is Tuesday (subject to change by the disposal service company)
- Make sure paper and other items are placed in the recycle bin **in a manner that will prevent wind from scattering them**
- Place your address on all of your receptacles in case they are blown away on windy days
- Use of plastic bags outside of trash containers is strongly discouraged because of the real threat of animals scattering trash before pickup.
- If you need to use a dumpster, you must get a variance for it in advance
- If you have yard waste (leaves, clippings, small branches, etc.), it should be bagged or place in your garbage can for Waste Management to pick up. Waste Management will not pick up loose piles, and neither will our yard maintenance crew.
- Holiday schedules: The disposal service follows the following holiday schedules:

#### January

*New Year's Day:* If January 1 falls on a Monday or Tuesday, pick-up is delayed one day to Wednesday.

*Martin Luther King Day:* Normal Tuesday pickup, regardless of date

#### February

*President's Day:* Normal Tuesday pickup, regardless of date

#### May

*Memorial Day:* Pickup delayed to Wednesday

#### June

*Juneteenth (June 19):* Normal Tuesday pickup

#### July

*Independence Day:* If July 4 falls on a Monday or Tuesday, pick-up is delayed one day to Wednesday.

### September

*Labor Day*: Pick-up delayed to Wednesday, regardless of date.

### October

*Columbus Day/Indigenous People's Day*: Normal Tuesday pickup, regardless of date.

### November

*Veterans Day (November 11)*: Normal Tuesday pickup.

*Thanksgiving Day*: Normal Tuesday pickup.

### December

*Christmas Day*: If December 25 falls on a Monday or Tuesday, pickup is delayed one day to Wednesday.

## **LEAVING YOUR HOME AND KEEPING IT SAFE**

**Each homeowner is required to complete a Homeowner Emergency Information Form,** which is in the Welcome Packet provided by RPG or may be obtained from its website; a copy is also included in Appendix 10 of this document. Please return it to RPG for inclusion in your Unit file. This information is needed so that appropriate action can be taken in emergency situations; it is not shared with anyone, including board members. The Association may periodically require all homeowners and renters to fill out a new questionnaire in order to ensure that current emergency information is on file.

### **When you leave for an extended period, it is suggested that you:**

- Make sure the emergency contact information on your Homeowner Emergency Information Form is up to date!
- Tell a neighbor that you will be away so that he/she can check your home for apparent problems and request any corrective action necessary.
- Arrange for a neighbor to water any landscape plants, especially newly installed ones.
- 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.

## RULES, REGULATIONS, AND RESTRICTIONS

This section contains rules, regulations, and restrictions, either required by the Declarations and Covenants or adopted by the Board for the health, safety, and preservation of the community.

### **Architectural controls / exterior modifications**

No exterior modifications or alterations can be made without prior submission and approval of an architectural variance. All requests for changes or additions to decks, patios, plantings, windows, exterior lighting fixtures, air conditioning condensing units, generators, high efficiency furnace venting, etc., must be submitted on an Architectural Variance Request Form to RPG. This form can be found on in Appendix 2 (page 27) of this handbook or can be obtained from the RPG/Hillsboro Cove website: <https://realtyperformancegroup.com/hillsboro-cove-homeowners-association-webster-ny-14580/> Any unapproved or inadequately maintained modifications will be subject to a fine and removal by the Association, and the homeowner will be charged for the service.

- **Garage doors**

If you are replacing your garage door, remember to order the color “almond.” If your door is not the correct color, it will have to be repainted at your expense (and painting may invalidate your warranty). The door must be eight panels without windows.

- **Exterior Doors**

If you need to replace an exterior door (e.g., your front door or basement egress door), a steel door is required, and you must submit an architectural variance form prior to installation. Front doors should be black.

- **Storm Doors**

Storm doors should be aluminum full view. Half-view, crossbuck doors, or kick panels are not acceptable. See examples of approved doors in Appendix 3 (page 30). The aluminum may be either a cream or black color, at the homeowner’s option. A manufacturer’s brochure must be submitted to the Board with the variance request form, as there is a wide range of variation in color descriptions from manufacturer to manufacturer. The Board has the right to request the owner to use a different manufacturer if the correct color of the door cannot be satisfied by the proposed manufacturer. Any storm door or window installed that does not meet these criteria must be removed at the homeowner’s expense. (Note: The change from brown to black was effective January 2018. Those units with brown doors are grandfathered in until a new door is installed.)

- **Sliding doors**

Sliding glass patio doors must be full-sized window panels, with white vinyl on the exterior. They must be the same size as the existing doors, with no window grilles. If sliding doors are being installed for the first time, all details of the new doors must be included in the variance with specifications and pictures from the vendor. Sliding glass doors must be professionally installed.

- **Windows and skylights**

A variance is required for the replacement or new installation of any windows or skylights. All existing windows must be replaced with the same type of window, and the replacement must be done by a professional window installer. Casement windows must be replaced with casement windows; they must be the same color as the existing window and have interior screens with no grilles.

- **Security cameras**

Ring video doorbells are becoming common in our community. You do not need a variance for such a doorbell. A ring camera (hardwired or battery powered) may be installed, as follows: (a) On units with lights on either side of the garage door, the ring camera must be placed on the trim center of the garage door; (b) On units with a light centered over the garage door, the camera may be placed either on the right or left side. In either case, an architectural variance is required, including a photo of the device and an indication of where it will be placed.

- **Exterior light fixtures**

A variance for any exterior lighting must be approved before installation. Exterior lights must be contained in such a way that the lighting does not shine directly into neighboring homes. For information about approved exterior lights (including wall-mounted solar motion activated security lights for end unit sidewalks), see Appendix 4 (p. 31-32).

- **Exterior water spigots**

A variance is required for the installation of any exterior water spigot or faucet.

- **Back-up electric generators**

Back-up electric generators are permissible, but a variance must be approved prior to installation.

- **Air conditioning units**

A variance must be requested for the installation of an exterior air conditioning unit or pad. Installation of window air conditioning units is strictly prohibited.

- **Deck washing and staining**

All decks in the community will be maintained by the Association; however, such maintenance does not include power washing or staining. While a variance is not required, homeowners are responsible for power washing and staining every other year; this should be done in odd numbered years after the deck has been inspected. Deck cleaning and staining not only maintains your deck's appearance, it helps preserve the deck from degradation by the elements. Washing and staining must be done by August 31<sup>st</sup> in odd-numbered years. If a homeowner does not maintain their deck in the time frame mentioned, RPG, after sending a notice to the homeowner, has the authority to have the deck cleaned and stained. The homeowner will be billed for the expense incurred. Deck cleaning and staining may be done by the homeowner or by a commercial deck staining company once the inspection process is complete. For detailed information about the inspection process and how to clean and stain decks, please refer to Appendix 5 (page 32).

Once the deck has been stained, the homeowner must send RPG a copy of the receipts for the cleaner used, the stain purchased, and the contractor's invoice (if one was used) with the homeowner's name, address, date the work was completed. This information will be used to monitor staining compliance. The receipts must come from the homeowner, not the contractor.

- **Exterior wall vents**

A variance must be granted for any appliances which require new exterior venting in walls or roofs.

- **Awnings**

Installation of an awning is permitted providing an architectural variance request has been approved. The Association waives all responsibility for maintenance of the awning and for any damage caused by the awning. Homeowners are responsible for properly maintaining their awning. If, in the opinion of the Board of Directors, 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 of Directors will have the awning removed, and the homeowner will be charged. For approved models, please see Appendix 6 (p. 33)

- **Pergolas and Canvas Gazebos for Decks**

Free-standing pergolas and gazebos with canvas or cloth roofs are allowed on decks. However, they cannot be attached to the unit or deck. The pergolas are usually made of wood and the gazebos are usually of lightweight powder-coated aluminum or lightweight steel with a factory painted finish. The complete structure cannot exceed 200 lbs. Wooden gazebos with hard roofs are not allowed.

Before installation, an architectural variance is required, along with a photo of the structure and the specifications. If being installed by a contractor, a certificate of liability and workers compensation insurance is also required.

All canvas or cloth on the gazebo must be removed by October 31 to allow for possible raking of roof during the winter.

In addition, the removal of such structure is the responsibility of the homeowner when

- units need painting
- decks are stained
- decks are to be repaired
- siding repairs are made
- roof work is needed
- tree work is undertaken
- gutters are cleaned

Damage caused by such structure, e.g., rotting of the deck or siding, is the responsibility of the homeowner.

- **Satellite Dish/TV Antennas**

The installation and location of any dish or TV antenna, including any high-definition antenna, must be approved by submitting an Architectural Variance request form prior to the installation. Mounting a dish or antenna on the roof is ordinarily not allowed. The homeowner is responsible for maintenance of the dish/ antenna and any interior/exterior structural damage. After variance approval, a Board member or architectural committee member **must be present** at installation to assure it is placed in back and not visible from the street. If the unit is sold, the new homeowner must agree to be responsible for the dish/antenna, or it must be removed.

- **Use of a dumpster or portable toilet**

If you are doing interior remodeling and need to bring a dumpster or portable toilet on site during the project, a general variance must be approved in advance. Use the general variance form which can be found in Appendix 2 (p. 29) or downloaded from the RPG website.

- **Porch and end unit step handrails**

If you want to add front porch step handrails to your unit, you need to submit an architectural variance form; after approval, RPG will contact the homeowner regarding design and placement. Homeowners bear the cost of installing handrails. However, the handrails will be painted the trim color by the HOA at the HOA's expense. See Appendix 7 (p. 34ff.) for a photo and further information about the approved design for porch handrails. Since porch configurations are not identical in every home in Hillsboro Cove, each handrail may differ slightly from the image. For example, the handrail might be on the left side of the porch, rather than the right. The handrail might attach directly to the front bricks, eliminating the "L" shape. The decorative post caps (up/down units only) should be the same as those in the photo and design. The variance request must include a precise drawing of the design of the handrail and its elements.

- **Health-mandated mailboxes**

Mailboxes and mail slots are ordinarily not permitted on individual units in Hillsboro Cove except in situations where a resident's health or disability does not permit them to access the mailbox clusters safely. In that situation, a resident must do the following:

- Obtain a doctor's letter recommending direct delivery to your house.
- Contact the Webster post office and apply for direct delivery.
- Submit an architectural variance form.
- Purchase the approved mailbox or mail slot online, over the phone or at retail locally. Information about approved installations can be found in Appendix 8 (p. 37).
- The mailbox/slot and installation are at the resident's expense.

## **Exterior decorations**

Our goal is to have a consistent look throughout our community. To attain this goal, no decorations of any kind are permitted on lawns or in the mulched areas (with the exceptions noted below). These objects can interfere with landscape maintenance. See the photo on page 20 for a description of what constitutes the "mulched areas" for end units.

The only objects allowed on the mulched areas are potted plants which must be on top of the mulch

and not sunk in the mulch. “Shepherd hooks,” which suspend potted plants are allowed.

The following *are permitted* without a variance request, but they are subject to inspection and approval by the Association:

1. Flowerpots and small decorative objects on front stoops and on decks. 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 during a summer storm.
2. Homeowner maintained individual pots on TOP of mulch beds or hanging pots of annuals (but not in trees) between May 1<sup>st</sup> and October 15<sup>th</sup>.
3. The display of American or decorative flags attached to the Unit with rust proof brackets for the flagpole but no spotlights.
4. Temporary decorations for the winter holiday season may be displayed between Thanksgiving Day and January 15<sup>th</sup> of the following year. Decorative lights (white or colored) may be placed only on decks and in shrubbery or trees and lighted only between Thanksgiving Day and January 15.
5. Decorations for other holidays may be put in place three weeks prior to the specific holiday they must be removed no later than one week after the specific holiday. They should not interfere with lawn mowing, mulching, or shrubbery maintenance.
6. Decorations may be placed on individual decks or in entry way porches.

***The following are not permitted:***

1. No lighting may be placed on roofs or hung from gutters or soffits.
2. No landscaping or pathway lights of any type may be placed in mulch or lawn, including solar light stakes; no neon or strobe lights of any type may be used.
3. No decorations may be attached to the building structure, except as otherwise provided.
4. No decorations may be placed on walls or pillars facing the street, except as otherwise provided.
5. No decorations, including holiday decorations, may be placed on lawns.

## **Parking**

### **On Street Parking Prohibited**

Hillsboro Cove streets are narrower than normal residential streets. For this reason and to allow access for emergency vehicles, on-street parking is prohibited and repeated offenses are subject to fine. The exception to this rule is if the visitor parking lots are full. Then excess vehicles may park on the street, but only on one side of the street so traffic can move freely. It is important that all residents use common courtesy when parking vehicles. No parking on the grass is permitted because it kills the grass.

### **Visitor Parking**

Visitor parking areas are to be left open for visitors and should not be used by residents. Parking for residents or their long-term visitors should be limited to the owner's private driveway and garage. A resident may use visitor parking at times, infrequently, for special situations (dumpster in driveway, driveway being repaved, commercial services, etc.) Residents who park

in visitor parking areas frequently or for long periods of time are subject to being fined.

### **Commercial Vehicles**

Any commercial vehicle owned or operated by a resident must be parked in a garage with the exception of vehicles making deliveries or providing services to the homeowner. A commercial vehicle is defined as, but not limited to, two tons of packed weight, a vehicle which has business signs or lettering on it, and/or visibly contains or has attached to it any equipment which is used for conducting a business.

### **Boats, Trailers, and Recreational Vehicles**

Any boat, trailer, or recreational vehicle must be parked in a garage. In addition, these vehicles may be granted short term parking privileges on an individual basis by contacting RPG.

### **Unregistered/Unlicensed Motor Vehicles**

No unregistered/unlicensed motor vehicles are allowed to be operated anywhere on Hillsboro Cove grounds. These include minibikes, trail/dirt bikes, go-carts, snowmobiles, mopeds, motorcycles, ATVs, etc. They can, however, be stored in a homeowner's garage.

### **Outside storage**

Storage under decks is not permitted except for storage of deck furniture, grills, and unused flowerpots, which may be stored during the period November 1<sup>st</sup> to May 1<sup>st</sup> providing that they are neatly arranged. The Board may, when necessary, request a homeowner to remove unsightly items that are perceived as an eyesore to neighbors, visitors, and especially potential home buyers.

### **Pets**

The Town of Webster ordinances regarding all animals prevails. Webster has a leash ordinance and a pet waste disposal ordinance (§140-3). When outside, dogs and cats must be leashed.

Dogs, cats, fish, or birds kept in a cage, are allowed; no other animals shall be kept or maintained in a house or on a lot. There is a limit of two cats or dogs per unit. Any owner who desires more than the allowed number must submit a general variance request. The Board of Directors of the Association may impose reasonable rules and regulations setting forth the type and number of animals and may prohibit certain types of animals entirely.

The Board of Directors of the Association shall have the right to require any member of the Association, any tenant of any member or any family member or guest of any member or tenant, to remove from Hillsboro Cove any pet if, in the opinion of the Board of Directors acting in its sole discretion, such pet is dangerous or is creating a nuisance because, for example, the animal is too noisy, the animal is not properly controlled, or the owner does not properly clean up after the animal.

No dog or cat may be left unattended on the grounds, in the garages, patios or decks at any time, whether or not chained, caged or tethered.

All pet waste shall be promptly and properly disposed of by the owner of the pet. This includes waste in the immediate vicinity of your home. No pet waste shall be deposited or left anywhere on the grounds or thrown down the storm sewers. Pet owners should carry bags for proper disposal of pet waste and should deposit such waste in their own garbage can. The above rules apply to Sunset Trail and Glen Edith; any pet waste must be picked up there, as well as anywhere in Webster.

Any dog or cat found on the property in violation of these restrictions may be summarily removed by the Association or RPG or their employees and delivered to the custody of any local or municipal authority with power to impound the same, without any liability on the part of the Association, its directors, agents or employees, for such removal.

Please do not feed stray animals because they roam unattended and may therefore be a nuisance to your neighbors, cause disease and damage association property.

## **Landscaping**

### **Planting of Shrubbery or Flowers**

Planting anything anywhere on the property requires the submission of a landscape variance request form and a disclaimer that the new planting will be maintained by the homeowner or removed by the homeowner at his/her expense if a new owner does not wish to assume the responsibility. Do not plant flowers around the base of trees or in the mulched area. Plans for any and all proposed plantings must be submitted to and approved by the Landscape Committee. See photo on page 20 for prohibited planting areas for end units. A list of approved plantings will be maintained by the Board.

If a landscape variance is obtained for any plantings in the back of a property and the owner sells such property, the buyer must agree to be responsible for all the trimming and care of such plantings or the seller must remove them prior to moving.

Homeowners will be requested to remove plantings for which a landscape variance form has not been submitted and approved. If the plantings are not removed, RPG will remove them and the homeowner will be billed and/or fined. This rule is necessary because unapproved plantings may interfere with lawn/yard care and treatment, and because we wish to maintain a uniform cohesive landscaping look for the community. Flowers in the entrance area of the development do not fall within the same guidelines as individual homes.

Any landscape concerns should be brought to the attention of the Board.

Rochester Gas & Electric prohibits and can remove plantings around its transformer boxes.

### **Watering**

When new shrubs are planted around a Unit, it is the homeowner's responsibility to water them for two seasons. If the new shrubs die due to a lack of watering, new shrubs will be planted and the homeowner will be billed at the prevailing rate.

If you are physically unable to water, we ask that you contact the Chairman of the Landscape

Committee or any member of the Board to see if arrangements can be made to have the watering done for you. You will be required to provide enough hose to reach around from the outside faucet of your home to the plantings requiring watering and to have your outside faucet turned on. If you are going to be away from your Unit for more than a week during the period from spring through fall, it is your responsibility to find someone to perform this watering for you.

### **Landscaping in rear of unit**

Landscaping or small gardens by homeowners may be planted at the rear of a unit, but a landscaping variance must be approved in advance.

### **Landscaping Around End Units**

End unit homes have differently configured mulched areas than the other units in Hillsboro Cove. The mulch area is defined as the area from the garage door to the deck and also the circle of mulch on the opposite side of the steps. Below is a typical example of the mulched areas that are maintained by the Association around an end unit. End unit homeowners are prohibited from planting in the mulched areas as shown below. As with all units, the only objects allowed on the mulched areas are plants in pots which must be placed on top of the mulch and not sunk or planted into the mulch, or shepherd's hooks.



### **Signs**

When a home is on the market, one “For Sale” sign is allowed on the inside front window only. “For Sale” signs are **not** allowed on the front lawns or posted outside any house unless an open house is in progress.

Signs indicating that a house is protected by a security system must be limited to one sign in the mulched area and small signs posted on the inside windows of individual homes.

No other exterior signs are permitted, including “For Sale” signs on a vehicle.

## **Leasing**

If you decide to lease your Unit, you must complete the Lease Information Form, identifying your tenant, term of lease and other appropriate information. The form can be found on RPG's website, or in Appendix 9 (p. 39) of this document; it should be returned to the President of the Board of Directors.

Conditions of leasing:

- Only the entire townhome (not rooms or portions of the home/garage) may be leased as per Article X, Section 10.16 of the Declaration of Covenants.
- Lease must have an initial term of no less than six (6) months; no short-term rentals for fewer than six (months) are allowed
- Homeowner must provide the tenant with a copy of Hillsboro Cove's Declaration of Covenants, Bylaws, and this Rules & Regulations document.
- The tenants shall insure that they, their family members, guests, and all other persons whose reasons for being on the Hillsboro Cove property relate in any way to the tenants, conduct themselves in accordance with the provisions of these governing documents. Any violations and resulting fines shall be the responsibility of the homeowner.

## **Noise**

The town of Webster has a maximum exterior noise limit of 60 dBA (decibels) during the day and 50 dBA (decibels) at night. 60 dBA is about the level of a normal speaking voice. Stereos, radios, televisions must be kept within those limits. It is suggested that stereo speakers not be located next to common walls. A rule of thumb is that noise should not be heard within a neighbor's house with the windows closed.

## **Garages**

Garages cannot be used as a dwelling of any type, seasonal or otherwise. The Board requests that you keep your garage door closed unless you are in or around the garage. This is both for your own safety and security and to maintain the neat appearance of our neighborhood. Open garages can be unsightly; if there are complaints about your open garage, you will be asked to keep your door closed. Screens on garages are not permitted.

## **Air conditioners**

Installation of window air conditioning units is strictly prohibited, including in the rear of your home. Portable or wall mounted air conditioning units may not be vented through windows.

## **Traffic control**

In conformity with New York State law and for the safety of our residents, all drivers must obey stop signs and the posted 15 mph speed limit in Hillsboro Cove. It is important to be especially watchful for children, walkers, walkers with pets, bicyclists, and cars backing out of driveways.

## **Garage sales**

Garage sales (including tag sales, yard sales, etc.) by individual homeowners are not permitted. A community wide garage sale may be allowed for one day annually with Board approval.

## **Moving/estate sales**

Moving or estate sales are permitted, provided:

- A variance must be approved in advance for the sale.
- The homeowner or homeowner's representative must ensure that no neighbors' driveways are blocked, that no damage is done to Hillsboro Cove property, and that all parking and other regulations are observed.
- All signs must be removed at the end of the day.

If these provisions are not adhered to, a fine of \$100 per day will be assessed.

## **Fire pits / tiki torches**

Wood burning and gas burning fire pits, chimineas, and tiki torches are **strictly prohibited** anywhere in the community.

## **PENALTIES FOR RULES VIOLATIONS**

The Board of Directors believes good community relations are best when built and maintained through understanding, consideration, and cooperation among members. However, when residents and their properties are adversely affected by actions of others, it is unfair to allow such offenses to continue. The Board will act to enforce the rules of the community in a timely and consistent manner through the use of penalties and/or appropriate legal actions as provided by the Declaration and the Bylaws of the Association.

### **Identifying Violations**

The Board and RPG have the responsibility of watching for violations of these Rules. Any resident may register a concern about a possible violation by contacting a member of the Board. Communication between a resident and the Board is strictly confidential.

### **Enforcement Procedures**

Records to be maintained: Records of violations will be placed in the homeowner's file maintained by RPG. Subsequent actions taken with regard to any violation will be recorded and dated.

Step 1: Informal Resolution. RPG will contact the responsible resident to inform him/her of the suspected violation and will attempt to resolve the issue. If some action by the resident is required for resolution, a reasonable deadline date for the action to be completed will be established.

Step 2: Formal Action. If the resident fails to resolve the issue by the deadline date and has not notified RPG of any extenuating circumstances, a letter will be sent to the owner detailing the penalty which will be imposed if the violation is not corrected. A new deadline for correcting the violation will be established.

Step 3: Penalty imposed. If the resident still fails to correct the violation, penalties will be imposed using the following schedule.

- A. If a violation is not resolved by the deadline, monetary penalties will be issued to the homeowner (not to a tenant, if there is one). To remove the penalty the homeowner must pay the accumulated balance due and correct the violation. The penalty schedule for the same type of violation is:
  - 1. First violation: \$50
  - 2. Second occurrence: \$100
  - 3. Third occurrence: \$200
  - 4. Each additional occurrence will cause the penalty to be increased by \$100. An occurrence is considered to take place if the problem continues after a penalty is imposed and a new date for correction is not met, or the same violation is repeated after it has been corrected and the penalty paid.
- B. A letter will be mailed to at the end of each month to any homeowner whose account is in arrears, whether for monthly fees, late fees, rules violations, legal fees, or any other reason.
- C. The letter will advise the homeowner that he/she has 30 days in which to contact RPG to arrange a payment plan to bring his/her account to a zero-balance due.
- D. The letter will advise the homeowner that his/her failure to do so may result in his/her account being turned over to a collection agency and any associated costs in doing so will also be billed to his/her account.
- E. When a homeowner's account reaches \$750 in arrears a *certified* letter will be mailed to the homeowner advising him/her that he has 30 days to contact RPG to arrange a payment plan to bring his/her account to a zero balance due and that his failure to do so will result in the association placing a lien on his/her unit. The cost to do this will also be billed to his/her account. RPG will also at this time perform a search to determine whether the homeowner is in arrears on his/her taxes. If that is the case and there has been no response from the homeowner, the association may proceed to file for foreclosure on his/her unit.
- F. When a homeowner's account reaches \$2000 in arrears a *certified* letter will be mailed to the homeowner advising him/her that he has 30 days to contact RPG to arrange a payment plan to bring his/her account to a zero balance due and that his/her failure to do so will result in the association filing for foreclosure on his/her unit.

# Appendixes

## Appendix 1: How to make your monthly HOA fee payments

Hillsboro Cove utilizes Alliance Association Bank (AAB) for homeowners' monthly assessment payments. Homeowners have several options for paying their fees, but in all cases you will need the following information:

Management Company ID: 7824

Association ID: hlsbc

Account number: Your street abbreviation plus your address number

Hillsboro Cove Circle: HCC

Marina View Lane: MVL

Reef Point Circle: RPC

Spinnaker Lane: SL

For example, if you live at 250 Marina View Lane, your account number is MVL250. If you have any difficulty signing up for direct debit, please contact AAB Technical Support at 844-739-2331.

These are your options for paying the monthly fee:

### **Online Options**

a) Pay by direct debit online: Homeowners can have assessments taken directly out of their accounts each month at no charge. Since it is an automatic withdrawal, homeowners won't have to worry about remembering to make payments. To set up this direct debit, go to <https://pay.allianceassociationbank.com/Home?cmcid=DC41AA2C>. The information you will need is provided above.

b) Pay by eCheck online: Homeowners can make a one-time or reoccurring automatic assessment payment with just a few clicks. To pay with eCheck, <https://pay.allianceassociationbank.com/Home?cmcid=DC41AA2C>. Note that payments made with eCheck will take up to four days to process.

c) Pay by credit card online: AABs' secure, convenient HOA assessment payment service accepts Visa®, MasterCard®, American Express® and Discover® Card, with minimal fees. Access this service at <https://pay.allianceassociationbank.com/Home?cmcid=DC41AA2C>. Please note that payments made by credit card may take up to five days to process.

### **Pay by Mail**

If you would like to use the US Postal Service, your check for the monthly association fee must be payable to Hillsboro Cove Homeowners Association, Inc. For prompt and accurate processing, please be sure to include your Association ID and Account Number on the check memo line (that information is listed above).

### **Pay by Automatic Bill Pay**

You can set up automatic payments with your personal financial institution. Please do the following:

- i. Create a new payee for your payments (Hillsboro Cove Homeowners Association), with the mailing address: P. O. Box 95903, Las Vegas, NV 89193-5903.
- ii. When asked for your account number, enter hlsbc-your account number (see details above).
- iii. Note that payments set up through your financial institution are sent by mail, and you should allow at least four business days for the payment to be processed.

***If you own multiple properties in Hillsboro Cove, you must send separate payments for each unit.***

## **Appendix 2: Variance Forms**

On the following pages, you will find architectural, landscaping, and general variance forms:

- (a) The architectural variance form should be used for any installations or changes to the exterior of the building.
- (b) The landscape variance form should be used for any plantings or other changes to the landscaping.
- (c) The miscellaneous variance form should be used for any other matter that requires board approval (e.g., permission for an estate or moving sale, permission for use of a dumpster, etc.)

**All variance requests involving a contractor must include contractor's proof of liability and worker's compensation insurance. If the homeowner is doing the work him/herself, the request must include a waiver of insurance which is included with the variance request.**

Additional variance request forms may be downloaded from the RPG website:

<https://realtyperformancegroup.com/hillsboro-cove-homeowners-association-webster-ny-14580/>

Architectural and landscaping variance forms (with and photos and contractor insurance forms required) must be mailed to RPG at 1800 Hudson Ave. - Suite 100, Rochester, NY 14617. They may also be scanned and emailed to RPG at [info@realtyperformancegroup.com](mailto:info@realtyperformancegroup.com). General variance forms may be given to the board president or secretary (see "handy information page on p. 2 for current information).

# *Hillsboro Cove Homeowners Association, Inc.*

## **ARCHITECTURAL VARIANCE REQUEST**

**PLEASE RETURN COMPLETED FORM TO:**

Hillsboro Cove Homeowners Association, Inc.  
Realty Performance Group  
1800 Hudson Ave.  
Rochester, NY 14617  
[Info@realtyperformancegroup.com](mailto:Info@realtyperformancegroup.com)

HOMEOWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TO: THE BOARD OF DIRECTORS:

I REQUEST PERMISSION TO MAKE THE FOLLOWING CHANGES TO THE EXTERIOR OF MY HOME OR TO THE COMMON AREA OF THE ASSOCIATION. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO OBTAIN ANY BUILDING PERMITS THAT MAY BE NECESSARY FOR THIS WORK. I HAVE ATTACHED A SKETCH OF PROPOSED CHANGES, LISTED MATERIALS TO BE USED, AND INDICATED WHO WILL DO THE WORK. I HAVE READ PAGES 13-16 OF THE HILLSBORO COVE RULES & REGULATIONS. (please be explicit; extra sheets may be attached).

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REASON FOR VARIANCE REQUEST: \_\_\_\_\_

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WHO WILL COMPLETE THE WORK? **(All contractors must provide the Association a certificate of insurance evidencing appropriate liability and workers compensation insurance):**

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LENGTH OF GUARANTEE (IF APPLICABLE): \_\_\_\_\_

INDICATE ANY FUTURE MAINTENANCE REQUIRED BY THE ASSOCIATION: \_\_\_\_\_

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\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PETITIONER

**BOARD OF DIRECTORS ACTION**

\_\_\_\_ APPROVED

\_\_\_\_ DENIED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

COMMENTS: \_\_\_\_\_

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**NOTE: "APPROVAL OF THIS VARIANCE EXPIRES 90 DAYS FROM THE DATE SIGNED BY THE BOARD PRESIDENT. FAILURE TO COMPLETE THE PROJECT WITHIN THIS TIME WILL LEAD TO AUTOMATIC REVOCATION OF THE APPROVAL AND REQUIRE THE HOMEOWNER TO RE-APPLY FOR APPROVAL."**

LATEST COMPLETION DATE AFTER WHICH ANY APPROVAL IS AUTOMATICALLY REVOKED AND NEW VARIANCE REQUEST IS NECESSARY: \_\_\_\_\_

DATE ON WHICH ACTED-ON VARIANCE REQUEST MAILED TO PETITIONER: \_\_\_\_\_

Revised 1/2025

# *Hillsboro Cove Homeowners Association, Inc.*

## **LANDSCAPING VARIANCE REQUEST**

**PLEASE RETURN COMPLETED FORM TO:**

Hillsboro Cove Homeowners Association, Inc.  
Realty Performance Group  
1800 Hudson Ave.  
Rochester, NY 14617  
[info@realtyperformancegroup.com](mailto:info@realtyperformancegroup.com)  
TO: THE BOARD OF DIRECTORS:

HOMEOWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

I REQUEST PERMISSION TO MAKE THE FOLLOWING CHANGES TO THE EXTERIOR OF MY HOME OR TO THE COMMON AREA OF THE ASSOCIATION. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO MAINTAIN ANY NEW PLANTINGS OF SHRUBBERY AND/OR FLOWERS/FERNS THAT MAY BE INCLUDED IN THIS WORK. I HAVE ATTACHED A SKETCH OF PROPOSED CHANGES, LISTED MATERIALS TO BE USED, AND INDICATED WHO WILL DO THE WORK. (please be explicit; extra sheets may be attached).

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REASON FOR VARIANCE REQUEST: \_\_\_\_\_

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WHO WILL COMPLETE THE WORK? **(All contractors must provide the association a certificate of insurance evidencing appropriate liability and workers compensation insurance):** \_\_\_\_\_

I HAVE READ PAGES 19-20 OF THE HILLSBORO COVE RULES & REGULATIONS : \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PETITIONER

**BOARD OF DIRECTORS ACTION**

\_\_\_\_\_  
APPROVED

\_\_\_\_\_  
DENIED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

COMMENTS: \_\_\_\_\_

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**NOTE: "APPROVAL OF THIS VARIANCE EXPIRES 90 DAYS FROM THE DATE SIGNED BY THE BOARD PRESIDENT. FAILURE TO COMPLETE THE PROJECT WITHIN THIS TIME WILL LEAD TO AUTOMATIC REVOCATION OF THE APPROVAL AND REQUIRE THE HOMEOWNER TO RE-APPLY FOR APPROVAL."**

LATEST COMPLETION DATE AFTER WHICH ANY APPROVAL IS AUTOMATICALLY REVOKED AND NEW VARIANCE REQUEST IS NECESSARY: \_\_\_\_\_

DATE ON WHICH ACTED-ON VARIANCE REQUEST MAILED TO PETITIONER: \_\_\_\_\_

Revised 1/2025

***Hillsboro Cove Homeowners Association, Inc.***

**GENERAL VARIANCE REQUEST**

Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

I request a variance for the following matter:

\_\_\_\_\_ Estate/moving sale

Dates:

Company conducting sale (if applicable):

\_\_\_\_\_ Use of a dumpster

Dates:

Purpose:

Location of dumpster:

\_\_\_\_\_ Other (please describe request in full)

I understand that I am responsible for any damage to Hillsboro Cove property resulting from this request.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**BOARD OF DIRECTORS ACTION**

\_\_\_\_\_ APPROVED    \_\_\_\_\_ DENIED

DATE \_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_

COMMENTS:

*Return this form to board president or secretary.*

***HILLSBORO COVE HOMEOWNERS ASSOCIATION, INC.***

**Do-It-Yourself Insurance Waiver**

The undersigned Unit owner certifies that the Unit owner will be performing the work specified for the attached variance request (hereafter referred to as the Project) and that no contractors or employees will be working on the Project. The undersigned Unit owner agrees to indemnify and hold harmless Hillsboro Cove Homeowners Association and its agents and employees against all liability, claims, and judgements or demands arising from accidents to persons or property occasioned by Unit owner and any other individuals working on the Project on Unit owner's behalf. The undersigned Unit owner agrees to defend Hillsboro Cove Homeowners Association against all claims or demands for damages arising from accidents to Unit owner or other individuals working on the Project and reimburse Hillsboro Cove Homeowners Association for any expenditure that they may incur by reason of such accidents or judgment after expenditure. The Variance Request form must be submitted and approved by the Board of Directors along with this form prior to any work being done.

**Requestor Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Variance Request (Project) description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

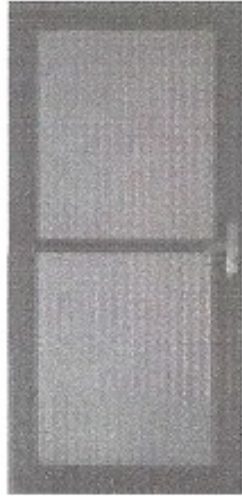
\_\_\_\_\_

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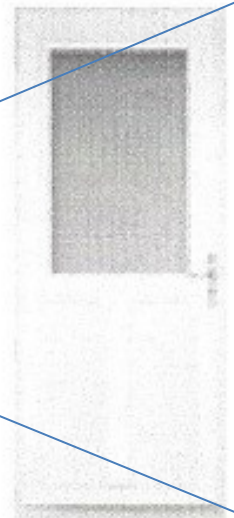
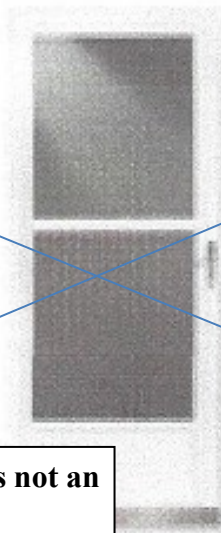
### Appendix 3: Approved Storm Doors

Storm doors must be full view doors without kick panel:



#### Acceptable Colors

Generic colors are Cream and **Black**. Beginning January 2018, black replaces brown, however units with brown doors are grandfathered in.  
Variance needs to be approved by Board before ordering.  
Variance must include manufacturer's color brochure.



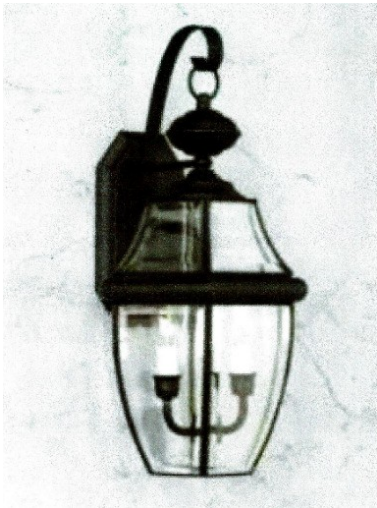
**This is a Kick Panel and is not an approved door option**

## Appendix 4: Approved exterior lighting fixtures

Replacement of exterior lighting fixtures is the responsibility of the individual homeowner. However, such fixtures cannot be replaced without submitting a variance request and obtaining the prior approval of the Board of Directors. The original lighting fixtures installed by the sponsor are no longer available. The fixtures below are models which the Board of Directors has approved.

### Front Porch or Back Porch

**Forte Signature 2 Light Black**  
**Model # 1301-02-04**



Large  
10"W x 21"H x  
10"E  
(2 60-Watt Cand.  
Bulbs)

**Forte Signature 1 Light Black**  
**Forte, Model # 1201-01-04**



Medium  
8"W x 14"H x 8"E  
(1-100 Watt Bulb)

**Forte Signature 1 Light Black**  
**Model # 1101-01-04**



Small  
7"W x 12"H x  
6.75"E  
(1-100 Watt  
Bulb)

- **Over Garage Door:**

**Livex Lighting Monterey 2 Model # 7052-04 Black**  
**10.5"Diameter x 7"H (2 60-Watt Cand. Bulbs)**



## End Unit Solar Light

For safety purposes, solar motion security lights may be installed to illuminate end unit sidewalks. The approved light is:

180 Degree Outdoor Solar White LED Motion Security Light Boston Harbor Model # A3P-S100-WH-PK1 (or comparable)



### Overview

#### Model # A3P-S100-WH-PK1

Solar powered motion security light. Light is activated when motion is detected. Easy installation on outside wall, with 20 ft. cord connecting the light to remote solar panel that's positioned in the sun. Solar panel converts sunlight into electricity, stored in rechargeable batteries to power the light at night. Ideal for illuminating driveways, sheds and other outdoor areas where additional light is needed for security.

Durable weather-resistant plastic construction

One adjustable light head

Timer can be set for light to remain on 1 or 5 minutes after motion is detected

Two motion sensors with up to 180-degree coverage

Detection range up to 49 ft.

100 Lumen light output to illuminate coverage area

Long-life LED's never need replacement

High efficiency remote solar panel can be placed in any sunny location

20 ft. cord allows flexibility in placement of solar panel

Uses 3 nickel cadmium AA 900mAh batteries

included 2-year warranty

Battery-powered or hardwired security lights may also be approved for lighting end unit sidewalks. An architectural variance providing details, including color and size, must be submitted and approved prior to installation.

## Appendix 5: Deck Washing and Staining

It is not necessary to obtain a variance for washing and staining decks, but you must observe the following process for the required deck washing and staining. Be sure to protect plantings and other items under plastic sheeting during the process.

In the spring of a staining year (an odd numbered year), the Architectural Committee and/or RPG will conduct deck inspections and initiate job orders where necessary. If any repairs to a deck are necessary, the association will complete the repairs before the decks are stained. Those residents whose decks require some repairs will be notified and should not wash or stain their decks until the repairs are completed.

**Cleaning:** Proper preparation of the deck prior to staining involves using 1) a deck cleaning agent, 2) a scrub brush and 3) a power washer. Deck cleaners penetrate deep into the wood and lift dirt to the surface to be scrubbed and then rinsed away. After applying the deck cleaner, let it sit for five to 10 minutes, then scrub off with a stiff brush, then power wash.

These steps must be followed. If your contractor does not want to do them, then you should not use that contractor. Contractors who are allowed to circumvent our process will not be allowed to perform work in this community in the future.

**Staining:** The approved stain is available only at Sherwin-Williams on Barrett Drive in Webster. The stain is called “Hillsboro Douglas Fir.” You will receive a discounted price on each gallon.

In summary, the process is as follows:

- Maintenance deck inspection by Architectural Committee and/or RPG.
- Notification of repairs and repairs completed, if applicable
- Cleaning and scrubbing of deck by homeowner or contractor
- Staining
- Homeowner remits receipts for cleaning agent and stain, and contractor receipt with homeowner name, address, date work was completed.

## Appendix 6: Awnings

If you wish to install an awning on your deck, you must request an architectural variance and choose one of the following approved models/styles: Sunbrella Models: #4776 Chocolate Chip Fancy (original); #4954 Heather Beige Classic (is a little greyer), or #4994 Eastridge Cocoa (multi-color stripe). Comparable models from other manufacturers and other colors from Sunbrella may also be acceptable after approval by the Architectural Committee.

## Appendix 7: Handrails

If you want to add front porch/deck step handrails to your unit, you need to fill out an architectural variance form and submit it to RPG for immediate action. RPG will contact the homeowner regarding design and placement. Homeowners bear the cost of installing handrails. However, the handrails will be painted the trim color by the HOA at the HOA's expense. See below for a photo of the approved design for an up/down Townhome unit. Since porch configurations are not identical in the homes in Hillsboro Cove, each handrail may differ slightly from the image. For example, the handrail might be on the left side of the porch, rather than the right. The handrail might attach directly to the front bricks, eliminating the "L" shape.

The decorative post caps (up/down units only) should be the same as those in the photo and design.

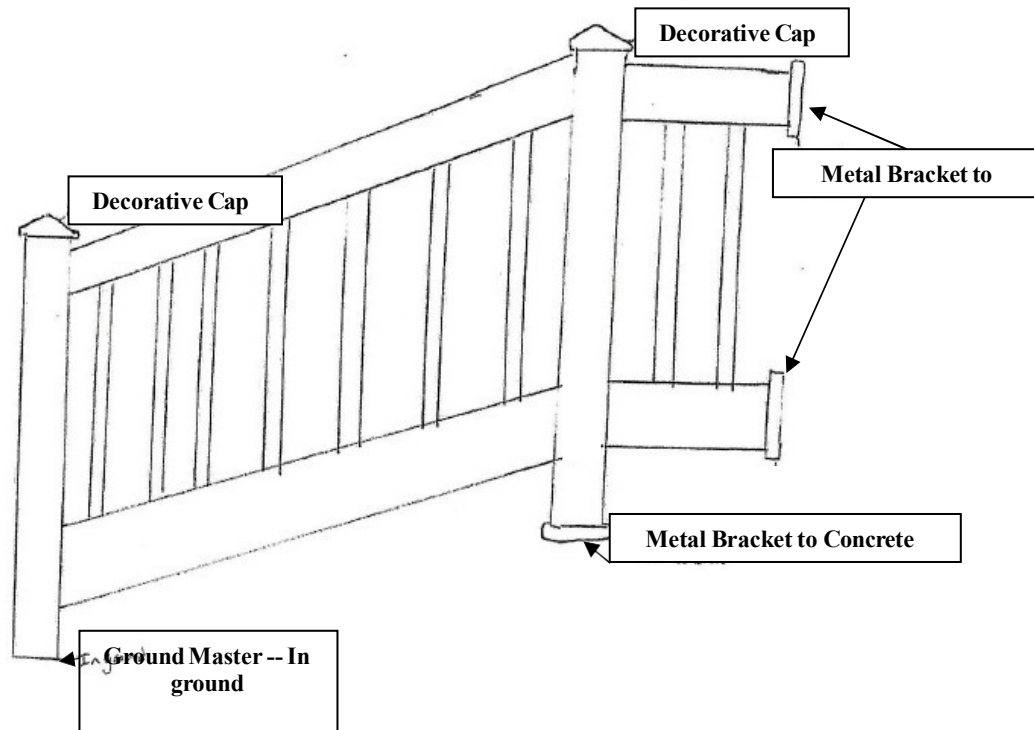
The variance must include a precise drawing of the design of the handrail and its elements before the Architectural Committee gives its approval.

### Photo of Typical Up/Down Townhome Handrail with Two Steps



The handrail must be painted the home's trim color (not shown here).

## Design of Typical Up/Down Townhome Handrail with Two Steps



## Materials List for Typical Up/Down Townhome Handrail with Two Steps

| <u>Qty.</u> | <u>Material</u>                                                                                                         |
|-------------|-------------------------------------------------------------------------------------------------------------------------|
| 2           | 4ft – 4 x 4 posts                                                                                                       |
| 3           | 2 x 4 x 8ft for top and bottom rails                                                                                    |
| 10          | 2 x 2 x 3ft mitered balusters between top and bottom rails (number required many vary depending on the number of steps) |
| 1           | 4 x 4 bracket for top step                                                                                              |
| 2           | 4 x 4 post caps                                                                                                         |
| 2           | 2 x 4 brackets to attach top and bottom rails to brick                                                                  |
| 1           | 30" Ground Master (no concrete is to be used to secure post to ground)                                                  |

If railing is to be anchored to a step (one surrounded by 4 x 4's) another 4 x 4 bracket would be substituted for the 30" Ground Master.

A copy of the photo and sketch must accompany the variance request.

**Photo of Typical End Unit (Ranch) Townhome Handrail with Two Steps**



The design of the handrail must be the same as the design of deck railings and is different from the design of the up/down townhome railing. It must be stained the deck color

**Materials List**

For Typical End Unit (Ranch)

| <u>Qty.</u> | <u>Materials</u>                                                                                                                                                                                     |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2           | 4ft 4 x 4 posts (3 needed if adding a section coming off the unit)                                                                                                                                   |
| 3           | 2 x 4 x 8ft for top and bottom rails                                                                                                                                                                 |
| 10          | 2 x 2 x 3ft mitered balusters between top and bottom rails (number will vary depending on whether railing is an extension of the existing deck rail or a section is being added coming off the unit) |
| 1           | 4 x 4 bracket for top step                                                                                                                                                                           |
| 1           | 30" Ground Master (no concrete is to be used to secure the post to the ground)                                                                                                                       |

A copy of the photo must accompany the variance request.

## **Appendix 8: Health-mandated mailboxes**

There may come a time for some of our residents when retrieving mail from their street postbox (even in good weather) becomes dangerous for their health. If and when that time arrives, residents must do the following:

- Have a doctor's letter recommending direct delivery to your house.
- Contact the Webster post office and apply for direct delivery.
- Submit an architectural variance form to the Board.
- Purchase the approved mailbox or mail slot online, over the phone or at retail locally.
- The mailbox/slot and installation are at the resident's expense.

For “up and down” townhouse units, a wall-mounted mailbox must be installed under the light on the porch near the front door. It should be black, either horizontal or vertical style, either locked or unlocked. There are many options available at [mailboxes.com](http://mailboxes.com).



For ranches (end units), a mail slot is required, installed on the side of the garage. The required model is Salsbury Industries, 4045B-Magazine Size, Mailbox, Brass Finish:



**Feel free to contact RPG for more information or help.**

## Appendix 9: Lease Information Form

**In Re: Townhome located at \_\_\_\_\_,  
Webster, NY; a residential unit on the property of the Hillsboro Cove Townhome Association.**

**The Owner and Tenant agree that the following provisions are incorporated into the lease of the subject townhome. These provisions shall remain in effect throughout the term of said lease and any renewals thereof.**

1. The townhome specified above is leased in its entirety. Neither Owner nor Tenant may lease rooms or any portion of the townhome/garage separately. No individuals other than the tenant may occupy the residence.
2. The initial term of this lease shall be no less than six (6) months
3. The Owner shall provide the Tenant with a copy of Hillsboro Cove's Declaration of Covenants and R&R document. **Owner's right to lease and Tenant's right to use and occupy the premises shall be subject and subordinate in all aspects to the provisions of these documents.** The Tenant shall insure that he, his family members, guests, and all other persons whose reasons for being on the Hillsboro Cove property relate in any way to the Tenant, conduct themselves in accordance with the provisions of these governing documents.
4. In the event of a material breach of the provisions of this Lease Information Form as determined by the Board of Directors, the Owner will be notified in writing and the Owner shall take immediate steps to correct said breach. If the breach has not been corrected within 14 days after the Owner has received such notice by certified mail return receipt, then the Owner shall take immediate steps to evict the Tenant from the premises. If the Owner fails to take action to evict the Tenant, then the Board may take any necessary action to evict the Tenant. Any costs incurred as a result of the Board's action, including but not limited to attorney's fees, shall be borne by the Owner. Failure of the Owner to pay such costs will result in a lien being placed against the subject unit.
5. Owner and Tenant shall be jointly and severally liable for any damages or costs directly or indirectly incurred by Hillsboro Cove as a result of noncompliance by the Tenant and/or Owner with the provisions of Hillsboro Cove's Declaration of Covenants, the R&R document, or this Lease Information Form.

**Term of Lease: From: \_\_\_\_\_ To: \_\_\_\_\_**

**Owner's Name(s): \_\_\_\_\_**

**Owner's Address (other than Hillsboro Cove) \_\_\_\_\_**

**Owner's Phone(s): Land: \_\_\_\_\_ Cell: \_\_\_\_\_**

**Owner's Signature(s): \_\_\_\_\_ Date \_\_\_\_\_**

**Tenant Name: \_\_\_\_\_ Phone: \_\_\_\_\_**

**Tenant Vehicle(s): Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_ Lic. Plate #: \_\_\_\_\_**

**Tenant Signature: \_\_\_\_\_ Date \_\_\_\_\_**

**Appendix 10: Homeowner Emergency Information Form**  
***HILLSBORO COVE HOMEOWNERS ASSOCIATION***  
**HOMEOWNER EMERGENCY INFORMATION FORM**

Please provide us with this information so that we may better serve the needs of our community. This information is confidential and is for internal use only.

Owner Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

Unit Address: \_\_\_\_\_

☐ Owner occupied unit      ☐ Rental unit

Telephone: Primary: \_\_\_\_\_ Alternate number: \_\_\_\_\_

Work: \_\_\_\_\_ Email: \_\_\_\_\_

| Names of all Residents: | Relationship (owner, spouse, tenant, etc.) | Telephone |
|-------------------------|--------------------------------------------|-----------|
| _____                   | _____                                      | _____     |
| _____                   | _____                                      | _____     |
| _____                   | _____                                      | _____     |
| _____                   | _____                                      | _____     |

Owner address if unit is a rental, or winter address and phone if you regularly live elsewhere during the winter

Resident vehicles:

Make/model/color/year \_\_\_\_\_ Plate # & State \_\_\_\_\_

Make/model/color/year \_\_\_\_\_ Plate # & State \_\_\_\_\_

Make/model/color/year \_\_\_\_\_ Plate # & State \_\_\_\_\_

Please provide an emergency contact person (or two) who should know the whereabouts of the residents and/or has a key to the unit in case of an emergency when residents are not at home.

Contact Person #1: \_\_\_\_\_ Key: \_\_\_ Yes \_\_\_ No

Address: \_\_\_\_\_

Telephone: Primary \_\_\_\_\_ Alternate: \_\_\_\_\_

Contact Person #1: \_\_\_\_\_ Key: \_\_\_ Yes \_\_\_ No

Address: \_\_\_\_\_

Telephone: Primary \_\_\_\_\_ Alternate: \_\_\_\_\_

Please mail or email the completed form to:

Realty Performance Group, Inc., 1800 Hudson Ave., Suite 100, Rochester, NY 14617

Email: [info@realtyperformancegroup.com](mailto:info@realtyperformancegroup.com)

*January 2024*

# MAP OF HILLSBORO COVE

