

# **WINDSOR VILLAGE 2 CONDOMINIUM RULES AND REGULATIONS**

Adopted: May 1994  
Revised: January 2006, May 2017

Dear Unit Owners and Residents of Windsor Village II Condominiums,

In this packet is a revised copy of Windsor Village II Condominium Rules and Regulations. The policies have been established to make Windsor Village II a more attractive and safe community for all of us.

Please take a few minutes to read all of the rules and regulations. Please be aware that we do intend to enforce this and all of the policies effective immediately.

These rules and regulations may be amended or supplemented from time to time by the Board of Managers. Failure of the Board to strictly enforce any or all of the rules, either generally or specifically shall not invalidate any of the same or deemed to be waiver of the same.

If you have any questions or concerns regarding any of the rules and regulations, feel free to bring them to the Board meetings or contact Kenrick at 424-1540 or any Board Member.

Thank you for cooperation and interest.

Board of Managers  
Windsor Village II Condominium

## **Windsor Village II Condominium Rules and Regulations**

### **Buildings/Fences**

No alterations, additions, or modifications are to be made to buildings or fences including gates and painting without Board permission.

The climbing on any portion of the building, storage shed, or the walking upon the roof surface of any building or storage shed is prohibited, except by personnel authorized by the Board of Managers or Agent.

### **Business Activities**

No business activities, including professional, whether sales or service, will be allowed on the premises.

### **Common Areas**

Limited Common Area - Patio Area

Common Area - All other grounds around the units

No trees are to be planted in the common or limited areas without Board permission. Shrubs should not be planted in the common area without Board permission. Shrubs, if planted in the limited common area, shall not exceed five feet in height. All trees in the common area will be maintained by the Association.

No trees, shrubs, or permanently affixed object within the common areas is to be used as a hitching post, stake, or picket for the restriction or constraint of children, pets, animals, or bicycles.

The sidewalks, parking areas, driveways, and roadways shall not be obstructed or encumbered.

No game of horseshoes, baseball, basketball, tennis, soccer, or other games where balls are used, is to be played on the lawn portion of the common areas without Board approval. No snowmobiles, motorcycles, or vehicles of any description are to enter or travel upon the lawn of the common areas. No horseback riding is allowed. Bicycle riding is restricted to paved walks and paved areas only.

### **Motor Vehicles**

No trucks or commercial vehicles over 3/4 ton capacity, except service vehicles making pickups, deliveries, or repairs are to be parked on the premises.

All vehicles owned by the Unit Owners or Tenants and parked on the premises must comply with all provisions of the New York State Motor Vehicle Law. Any parked vehicle failing to meet all provisions of the law will be considered, after five (5) days, an abandoned vehicle and subject to be towed from the premises. All expenses incurred will be assessed to the owner of said vehicle.

No major repairs to motor vehicles, oil changes, lubrication, body and fender repairs, sanding, or grinding will be allowed on premises. The changing of tires is exempt from this restriction

No parallel parking is allowed on the surfaces identified as Norwich Drive, except in designated parking spaces. No parking is allowed in the turnabout portions of each cul-de-sac or any common area. Please remind guests to use the visitor parking spaces in the center of common areas.

## **Noise**

No loud, blaring, disturbing, or annoying noises, including acts of harassment or other acts which interfere with the peace and quiet of adjacent Unit Owners will be allowed. This restriction shall also apply to the assembly of persons such as picnics, concerts, carnivals, contests, revival meetings and the like without prior Board approval

## **Patio Areas**

All patios, though limited common areas, are to be maintained commensurate with other common areas. Grass or other growth, including ground cover, is not to exceed 6" in height. Any Unit Owner who fails to maintain this standard, after notification by the Board of Managers, will be assessed necessary charges incurred to bring said violation within the standards of compliance as set forth above. Shrubbery, flowers, and plants are not to exceed the height of the patio fence. No new trees are to be planted within the patio areas.

The construction or maintenance of composts in patio areas is prohibited, except in containers approved by the Board

## **Pets**

In the interest of your investments, relationships with your neighbors, and your pet's welfare, owners are urged to keep pets under control. Pet defecation is limited to patio areas. Pets may not be left unattended in the common areas and must be on a leash. Pets are not allowed to be tied or chained to lamp posts, trees, or any other common element, nor should chains and leashes be left on any part of common area. Any damage, whether intentional or otherwise, caused by pets, to common area or limited common areas of other units' areas will result in an assessment for the repairs of cleanup against the Unit Owner and/or resident. The Dog Warden may be called to pick up any pet not on a leash, or otherwise causing a nuisance.

The harboring of animals, other than ordinary house pets such as dogs, cats, birds, fish, and gerbils, is prohibited.

## **Sports and Recreation**

All bicycles, play toys, and the like are to be stored in the patio areas. Any bicycle or toy left in the common area will be subject to pick-up by management, and must be claimed by its lawful owner within 5 days, otherwise they will be donated to a worthy charity of the Board's choice. The Board of Managers will obtain a receipt from said charity.

No game of horseshoes, baseball, basketball, tennis, soccer, or other games where balls are used, is to be played on the lawn portion of the common areas without Board approval. No snowmobiles, motorcycles, or vehicles of any description are to enter or travel upon the lawn of the common areas. No horseback riding is allowed. Bicycle riding is restricted to paved walks and paved areas only.

## **Storage Sheds**

The maintenance of storage sheds is the responsibility of each unit owner. All painting, alteration, or replacement is not allowed without approval of the Board of Managers. Any alterations to or replacement

of, sheds prior to Board approval is subject to fine and/or additional work at the Unit Owner's expense to bring shed into compliance.

### **All Sheds**

Construction of sheds must meet the following requirements.

An approved variance must be received by unit owner prior to construction.

No shed is to be constructed/installed which is larger than 8' by 10' in depth or width, and 8' from adjacent ground to highest point of building as measured after construction.

No part of the shed can extend over any portion of the fence and must be set back no less than 10" from the building, party fence, and common fence.

The shed must not be constructed or installed on top of any utility valve.

Also, it will be the responsibility of the unit owner to move his/her shed which may be in the way of any excavation which may become necessary to repair utility supply.

The shed must match the unit owner's building in body and trim color and roof shingles must match in color.

Any exceptions to the above rules must be made with a variance with Board approval. The Board reserves the right to inspect the above specifications after construction/installation to insure compliance.

### **Exterior Maintenance and Fixtures**

The maintenance of windows, doors, light fixtures, and satellite dishes is the responsibility of each unit owner. All painting, alteration, or replacement of same is not allowed without approval of the Board of Managers. Any alterations to, or replacement of, windows, doors, light fixtures, and satellite dishes prior to Board approval is subject to fine and/or additional work at the unit owner's expense to bring windows, doors, light fixtures, and satellite dishes into compliance.

Storm doors are the unit owner's responsibility. To be consistent, all new storm doors will be white. A variance approved by the Board of Managers is required prior to installation of new or replacement storm door.

### **Trash**

Trash or other refuse containers are to be kept within the patio area, except on the day of trash collection. Trash is not to be placed along the curbside before 6:00 p.m. on the night before pick-up. Any trash or refuse deposited along the curbside prior to 6:00 p.m. the night before or at any other time of day will be subject to \$50.00 fine from the Board for the first violation. Second subsequent violations of same rule will double the fine to \$100. Any future repeat violation will result in an increase fine.

It is the Unit owner's responsibility to maintain any trash that remains after the service pick-up. The board recommends the use of trash containers for storage of trash.

## For Sale Signs

One For Sale sign may be up in the front window of unit. One For Sale sign at the Windsor Village II entrance may be put up during hours of Open House.

## Parking

To allow sufficient parking for residents and guests, one parking spot per unit has been marked with the house number. These spots are to be reserved for that unit. Residents should use either other spots or the common visitor parking designated by the visitor parking signs. They should not use another resident's spot or the extra spaces for a building other than their own. Your guests may use the unmarked spots for your building or visitor parking in the common areas. Remember this especially if you have several guests over.

## Recreational Vehicles

RV's, campers, boats, mobile homes, trailers, etc., are prohibited from all parking areas and streets of Windsor Village II Condominium.

## Variance Waivers

Formal variance waivers in writing are to be submitted to the Board for all replacement or changes made to units according to the Declaration of the Windsor Village II, Article XI, Section 1 which states:

No unit owner shall do or cause to be done any work affecting his unit which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament therein. The Unit Owner shall cause any work being performed on the unit, which in the sole opinion of the Board of Managers violates this section, to be immediately stopped, and he shall refrain from recommencing or continuing the same without the consent in writing of the Board. He shall not repair, alter, replace, or move any of the common elements which are located within his unit without prior consent in writing of the Board. He shall not repair, alter, replace, or perform work of any kind on the exterior of the building or excavate a basement or cellar without, in every case, first obtaining in writing the consent of the Board of Managers. He shall not alter or replace any walls except those non-bearing partition walls which are wholly within his unit.

The Board must respond to said waiver request within 14 days of receipt thereof. **No construction of any type is to commence until formal approval is given by the Board of Managers.** Both waiver request and Board decision are to be in writing. Should you have any questions regarding the interpretation of the aforementioned Section please contact a Board Member for clarification.

## Resolution (Revised Fine Policy)

The fine policy and action plan for enforcement of any violation of rules and regulations with the exception of items requiring variances are as follows:

1. First violation of any individual rule or regulation, a warning letter will be sent requesting compliance within ten (10) days from receipt of letter or thereafter violation can be corrected and cost will be assessed against a unit owner subject to same lien/collection procedures as monthly assessments.

2. Second repeat violation of same rule or regulation or any previously broken rule or regulation, a fine of \$25.00 will be assessed.

3. Third repeat violation of same rule or regulation, a fine of \$50.00 will be assessed against unit owner.

4. Fourth repeat violation of the same rule or regulation will result in an increased fine being assessed against unit owner.

Any future repeat violations of same rule or regulation will result in an increase fine.

The fine policy for lack of variance or violation of approved variances is as follows:

1. At the discretion of the Board of Managers, fines will be from \$25.00 - \$200.00 depending on the severity of the infraction.

2. Violation of approved variances will be handled as follows:

- Compliance with existing policy; or
- Fines equal to the cost of bringing issue into compliance; and/or
- Fines at the discretion of the Board from \$25.00 - \$200.00

Please refer to the Rules and Regulations under "Variance Waivers" (attached) regarding this matter. Also, remember that:

1. Service charges will be assessed on unpaid fines after 30 days at the rate of 12% per year.

2. At the Board's discretion, a lien can be filed against a unit for unpaid fines/service charges.

#### TRASH /RECYCLING FINES (updated 5/2017)

1. First violation trash/recycling rule, a fine of \$50.00 will be assessed. Second subsequent violations of same rule will double the fine to \$100. Any future repeat violation will result in an increase fine

The Board of Managers  
Windsor Village II Condominium

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