

ALEXANDER COURT HOMEOWNERS ASSOCIATION, INC.

GENERAL INFORMATION

AND

REGULATIONS

As is true with most townhouse developments, living in a shared community such as Alexander Court, has rewards and benefits, but also imposes certain obligations and restrictions upon the homeowner for the well-being of all and the preservation of the value and desirability of the individual properties. We have prepared this document with the hope that it will facilitate your enjoyment while living in Alexander Court Commons and make it a better place for all.

The regulations included here are in conformance with the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions and the Certificate of Incorporation and By-Laws of the ALEXANDER COURT HOMEOWNERS ASSOCIATION, Inc. which each homeowner endorsed when they purchased their homes. The regulations are a result of direct quotation from or interpretation of the wording in that document or are from proceedings of the Board of Directors establishing Association policy and are referenced where possible.

Please review this document in detail and file with other important information on your property.

Managed By:

KENRICK
CORPORATION

www.kenrickfirst.com

Alexander Court HOA Rules & Regulations
Update: August 2014

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I. SOME IMPORTANT HIGHLIGHTS

These are brief summaries. See the appropriate section of this document and your Offering Plan for additional information.

- A. Contact Kenrick Corporation, 3495 Winton Place D-4, Rochester, NY 14623, (585) 424-1540, to report damage, to request maintenance, to secure an application for a variance, to register a complaint, for general information or for emergency service, 24 hours a day.
- B. To pay your monthly fee, please use the payment coupons and mailing labels provided by Kenrick Corporation.
- C. The ALEXANDER COURT HOMEOWNERS ASSOCIATION, Inc. is responsible for external maintenance except glass surfaces, air conditioning units, screens, doors, garage doors, and homeowner's additions.
- D. A variance is required for **all external changes**, e.g., screens, storm doors, decks, skylights, windows, lights, etc. Anything that changes the appearance of the unit or the common area adjacent to your home requires a variance.
- E. Overnight parking is not allowed on our private roads. Designated parking areas are available for occasional use.
- F. Garage doors should be kept closed when home is unattended to provide for privacy, security, uniformity, and cleanliness.
- G. Pet owners must promptly remove and properly dispose of all pet droppings. Pets must not be permitted to urinate on shrubs.
- H. Signs of any type may not be displayed except for "For Sale", "For Rent", or "For Lease" signs and properly displayed security signs.
- I. Window air conditioners, exterior antennae, clothes lines or poles, awnings, and structures of a temporary nature, such as, trailers, tents, or sheds **are prohibited**.
- J. Trash pick-up is on Wednesday morning except when a holiday falls on Monday, Tuesday, or Wednesday, in which pick-up is delayed until Thursday.
- K. No sustained activity which interferes with the peaceful possession and proper use of homes by the residents will be allowed.

II. HANDY INFORMATION

To request maintenance or obtain general information, contact the Managing Agent weekdays between 8:00 AM and 4:30 PM:

Kenrick Corporation
3495 Winton Place, Building D – Suite 4
Rochester, NY 14623
Phone: (585) 424-1540 Fax: (585) 424-1553
www.kenrickfirst.com

585.424.1540 is also a 24-hour hotline **for emergencies only** outside regular business hours

Cheryl Gioia is our Property manager.
Email: cgioia@kenrickfirst.com

Stephanie Vidas is Cheryl's Administrative Assistant
Email: svidas@kenrickfirst.com

Other Important Telephone Numbers:

- Fire, Sheriff, Ambulance..... 911
- Animal Control (City)..... (585) 428-7274
- Cable TV - Time Warner Communications (585) 756-5000
- Rochester Gas & Electric Outage and Storm Assistance (24 hours a day, every day)
 - For a natural gas emergency or if you smell a natural gas odor, call us at 1.800.743.1702 or contact 911.
 - For a electricity outage, call us at 1.800.743.1701
- Frontier (877) 787-1633
- Monroe County Water Authority..... (585) 621-1200

III. WHEN YOU ARE AWAY

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

- Tell a neighbor and the Managing Agent how you can be reached in case of an emergency. If you have a vacation home or if there is someone you always wish to have contacted in case of an emergency, tell the Managing Agent to note this in your file.
- Give someone a key, and ask him or her to check at least once a week.
- Stop newspaper, magazine, and mail deliveries.
- Turn off the water and set the hot water on the "vacation" or "pilot" setting.

IV. OFFERING PLAN

You **should have received a copy of the Offering Plan dated November 1, 1985** when you purchased your unit. (The buyer's lawyer should require that a copy be provided to the buyer before closing.) The Offering Plan is a collection of many documents which provides a legal definition of our community and how it functions. It includes the By-Laws of ALEXANDER COURT HOMEOWNERS ASSOCIATION, Inc. and the Declaration of Covenants, Conditions, and Restrictions (**DCCR**) to the Alexander Court Deed. The regulations herein come directly from the DCCR, from other documents in the Offering Plan, or from Association policies which elaborate on items covered in the DCCR.

The DCCR is on file with our individual deeds in the County Clerk's office and 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.

If you need a copy of the Offering Plan, Kenrick Corporation will prepare one for you at a cost approved by the Board of Directors to cover photocopying. Two weeks' notice is required.

V. BUILDINGS, GROUNDS AND LANDSCAPE MAINTENANCE AND INSURANCE RESPONSIBILITIES

In the Offering Plan which contains the Declaration of Covenants, Conditions, and Restrictions, (DCCR), there appear many policies which stipulate the responsibilities of the homeowner and the Association in the daily operation of the Association affairs. These outline in detail, items which are clearly responsibilities of the homeowner and those which are the Association's. To avoid any misunderstanding on the homeowner's part, to clarify some current misunderstandings, and to provide a consistent and fairly-applied policy to avoid some "free" service to some at the expense of others, we have prepared the following Chart of Responsibilities covering the areas of **Buildings, Grounds and Landscape, and Insurance.**

Alexander Court HOA Rules & Regulations
Update: August 2014

#	ITEM	RESPONSIBILITY			NOTES
		HOA	HO	OTHER	
1	ADDRESS NUMBERS	✓			
2	AIR CONDITIONING		✓		
3	BRICKWORK	✓			
4	CHIMNEY, EXTERIOR	✓			
5	CHIMNEY, INTERIOR		✓		
6	CONDUITS, PIPES, WIRES IN COMMON AREA	✓			
7	DECKS / BALCONIES	✓			
8	DOORBELL BUTTON		✓		
9	DOORS, EXTERIOR	✓	✓		HOA paints / HO repairs, replaces
10	DOORS, STORM AND SCREEN		✓		
11	DRIVEWAYS	✓			
12	EACH UNIT & LOT APPEARANCE		✓		
13	ELECTRIC METER			✓	
14	EXTERIOR UNIT LIGHTING	✓			
15	FOUNDATIONS		✓		
16	GARAGE DOOR	✓	✓		HOA paints / HO repairs, replaces
17	GARAGE DOOR OPENER & RUBBER SEAL		✓		
18	GARBAGE COLLECTION			✓	
19	GUTTERS AND DOWNSPOUTS	✓			
20	HOSE BIBS		✓		
21	INSURANCE, EACH UNIT	✓	✓		HOA exterior / HO interior
22	LANDSCAPE MAINTENANCE	✓			
23	LANDSCAPE TREATMENTS	N/A			HOA doesn't do Chemical Treatments
24	LANDSCAPE WATERING		✓		
25	LIGHTING, EXTERIOR	✓			
26	LIGHTING, INTERIOR		✓		
27	MAILBOX		✓		
28	PAINT, EXTERIOR	✓			
29	PARKING LOT	✓			
30	PLUMBING, INTERIOR		✓		
31	ROOF, ROOF MEMBERS	✓			
32	ROOFS: MATERIAL AND VENTS	✓			
33	ROOFS: PLUMBING, DRYER, OTHER UNIT VENTS	✓			
34	ROOFS: SKYLIGHTS		✓		
35	SEWER (STORM & SANITARY)	✓			
36	SNOW PLOWING	✓			
37	STAIN, EXTERIOR	✓			
38	STEPS, CONCRETE		✓		
39	TRIM, FACIA	✓			
40	WALKS	✓			
41	WATER MAINS (DEDICATED)	✓			
42	WINDOW CASEMENTS		✓		
43	WINDOW CLEANING		✓		
44	WINDOW GLASS REPLACEMENTS/BREAKAGE		✓		
45	WINDOW SCREENS		✓		

This should allow for a quick reference for all involved and hopefully will lead to improved continuity over the long term.

All requests for services and follow-up should be directed to the Managing Agent. The cost of maintenance service is not included in the Managing Agent's annual fee. The Association pays the Agent for labor by his staff on an hourly basis and for materials used

It shall be the individual responsibility of each homeowner at his own expense to provide as he sees fit, homeowner's liability insurance, theft, and other insurance covering personal property damage or loss.

No changes to the grounds or to the exterior of the buildings are permitted **without an approved variance** from the Association. Some examples of modifications which require a variance are: storm windows and doors, windows, doors, screens, skylights, adding or removing shrubs or trees, etc. Variance application forms may be obtained from the Managing Agent and should be returned to the Managing Agent when completed. This form calls for plans and specifications describing the kind of material, shape, height, location, and anticipated completion date for the change. After review by The Board of Directors the Managing Agent will notify the applicant of the results by letter. (See Variance Request Form, last page)

The Association will not pay for the maintenance and repair of an addition or modification to a unit constructed by a homeowner. The maintenance of such additions is the responsibility of the homeowner. If this maintenance does not meet Association standards, the Association will correct the problem by removal if necessary and billing the homeowner for such repairs. These responsibilities must be clearly understood by a new homeowner in the event of the sale of the unit.

VI. USE OF PROPERTY

A. Vehicles

- No owner or resident shall park, store repair or keep any truck, camper, mobile home, boat, trailer, snowmobile except within the garage of said owner.
- No washing of motor vehicles shall take place on any part of the Subdivision or the Owner's Lot.
- Visitor parking shall be reserved for guests and invitees of Owners who are not residents of the Townhouses. Owners who park at visitor parking shall be towed away at the Owner's expense.
- Parked vehicles should not obstruct a resident's access to any driveway and/or mailbox.
- Residents are responsible for being sure that their guests park properly.
- Only licensed vehicles may be operated or parked on the property.
- Noisy vehicles are prohibited.

B. **Pets**

- No more than two (2) dogs, cats or other household pets may be kept in one home.
- In accordance with the City of Rochester leash law, pets must be leashed at all times. Violations should be reported to Rochester Animal Control.
- Pet owners are responsible for **promptly** cleaning up all outside pet droppings including those adjacent to the owner's residence. The droppings should be disposed of at the owner's residence.
- Pet owners must not permit their pets to urinate on shrubs.
- Pet owners are responsible for any damage caused by their pets (feces, urine, digging, etc.).
- No pets are to be kept for breeding or other commercial purposes.
- Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Townhouse subject to these restrictions upon 3 days written notice from the Board of Directors.

C. **Other Regulations**

- No signs or notices including political endorsements or household sales shall be exhibited. The only exceptions are the display of "For Sale", "For Rent", or "For Lease" signs in the window of the home. These signs must be no larger than 3 square feet.
- No bicycles, baby carriages, carts, firewood, refuse cans, or other such items may be stored on the sidewalks, driveways, patios, or other outdoor areas.
- No statuary, ornaments, planter boxes, bird baths, bird feeders, bird houses, bird feed on ground, window air conditioners, exterior antennae, clothes lines or poles, awnings, sporting goods, wall-mounted hose reels, compost piles or bins and structures are permitted.
- No sustained activity which interferes with the peaceful possession and proper use of homes by the residents will be allowed.
- No garage sales are permitted.
- If you salt sidewalks or concrete porches, use only calcium chloride. Do not use common salt (sodium chloride) or Halite as it will damage concrete.
- Temporary exterior decorations for holidays may be displayed provided that they are removed within a two-week period following the holiday. Other decorations not in keeping with the Association's best interest must be removed upon notice.

VII. COMPLAINTS/PENALTIES

The Board of Directors' policy for dealing with infractions of our rules incorporates two principles.

1. Good relations in our community will be better served and maintained through understanding and use of peer cooperation than by using penalties.
2. However, when residents and their properties are adversely affected by actions of others, it is unfair to allow such offenses to persist. The Board must act in a timely manner using fines, legal actions, etc., as required.

Any resident may register a complaint by writing or calling the Managing Agent. Writing generally results in more effective communication.

Normally, the following steps are followed until the issue is resolved:

1. The Managing Agent writes a letter to the responsible homeowner explaining the complaint and requesting its correction.
2. The occupant or responsible homeowner is invited to meet with the Board for a hearing, if necessary.
3. The City of Rochester or the sheriff may be asked to take action if an ordinance is involved.

VIII CONTINUING SERVICES

Snow plowing of driveways and private roads is done by our contractor. Our contract calls for plowing when the snowfall is three inches or more. When possible, the plowing is done early in the morning.

Landscape Maintenance of all lawns, trees, and shrubbery is done by our contractor. Our contract calls for weekly cleanup, bi-weekly weeding of all landscape beds, pruning and shaping of all deciduous and evergreen shrubs twice a year, and Spring & Fall Clean ups.

IX. MONTHLY FEE AND SPECIAL ASSESSMENTS

The **monthly fee** is due on the first of each month and must be paid directly to the Managing Agent by using payment coupons and mailing labels provided. Any assessment not paid within thirty (30) days after the date determined by the Board to be due and payable, shall bear interest from the said date at the rate of ten percent (10%) per annum. If late payments accumulate, a lien will be filed against the property.

X. SALE OF UNITS

Homeowners are required to notify the Managing Agent in writing when they have sold their unit to permit proper notification of the Board of Directors. All units are part of ALEXANDER COURT HOMEOWNERS ASSOCIATION, Inc., incorporated in the State of New York as a planned single family development, and their intended use is as single family residences. (This is interpreted to mean that no more than two unrelated adults may reside in a home.) **All other uses are prohibited.**

XI. INSURANCE

If a unit sustains damage as the result of a storm or other catastrophe, each unit owner should call the Managing Agent. The Agent will compile a list of the damages to the units. This procedure will limit the amount of "deductible" the Association might be charged if several areas of damage are caused by one event, e.g., a windstorm.

It will be the responsibility of the Board of Directors and/or the Managing Agent in consultation with the unit owner to arrange for the necessary repair or replacement of the claimed loss.

NOTE: The unit owner is responsible to provide individual homeowner's liability, theft and personal property insurance as desired. There is a standard insurance form applicable to condominium and townhouse developments. Unit owners are advised to investigate its applicability to their needs and to consider the usefulness of riders covering sewer and drain back-up and personal property replacement "new for old" as a HO-6 policy covers. It is also suggested that each homeowner check with their individual insurance carrier for any loss assessment or betterment coverage under HO-6.

XII. ORGANIZATION

The **ALEXANDER COURT HOMEOWNERS ASSOCIATION, Inc.** is a New York State not-for-profit corporation which was formed to manage the property. Its function is "to provide maintenance, preservation, and architectural control of the residence lots and common area ... to promote the health, safety, and welfare of the residents ... perform all of the duties and obligations ... as set forth in the Declaration of Covenants, Conditions, and Restrictions ... fix, levy, collect, and enforce payment ... of all charges or assessments" (quotes are from the Certificate of Incorporation of ALEXANDER COURT HOMEOWNERS ASSOCIATION, Inc.).

Each unit owner is a member of the Association and has one vote at the annual meeting. Joint owners have one vote in total.

The Association By-Laws assign to the **Board of Directors** the power and duty to manage the affairs of the Association. Each of the members of the Board serves a 3-year term. Members are elected by mail ballot and announced at the annual meeting.

Members of the community are urged to consider serving on the Board. Current Board members are glad to discuss the work of the Board with anyone who is interested.

The Board meets as needed. Association members are welcome to attend to present a special concern but are asked to notify the Managing Agent beforehand.

The Association contracts with a **Managing Agent** to execute many management responsibilities for an annual fee. (The cost of the field work force is not included in the annual fee. The Association pays for such services on an hourly basis.) The Agent:

- Responds to all mail and phone calls including complaints, requests for service variances; prepares and distributes all mailings; receives our bills, checks for accuracy, negotiates where necessary and pays them; collects all fees and follows up when they are delinquent; purchases all required supplies.

Continued on next page....

XII. ORGANIZATION continued

- Maintains a general set of books for the Association which are audited annually; prepares an annual and monthly budget and a monthly statement for the Board; supervises the investment of our capital funds; prepares and files Federal, State and other tax forms.
- Identifies potential providers for major projects, prepares work definitions, solicits bids and manages the contract after the Board selects the contractor. These include: insurance, painting, maintenance of trees, shrubs and lawns, rubbish removal, legal, architectural and engineering services, streets, driveways and roofs.
- Makes recommendations to the Board of Directors regarding long-range capital improvements and determines budgetary needs to satisfy the proper funding of those improvements.
- Manages the maintenance of the common areas, the exterior of the buildings, roads, signs, street lights, etc.
- Attends meetings as requested by the Board and responds to requests for information from the Board.