

**Maplehurst Commons
Homeowners
Association, Inc.**

Rules & Regulations

Revised: June 2021

Unit # _____

General Information

To request maintenance or obtain general information contact the Kenrick Corporation weekdays between 9:00 am and 5:00 pm.

Your Board of Directors is comprised of volunteers and they are your neighbors. Please respect their privacy and the privacy of your other neighbors. Direct all service requests and community concerns to Kenrick Corporation. All issues are brought to the Board at regular meetings.

Emergencies: Always call **911** first if any life-threatening issues are concerned. You may call Management Company at 585-424-1540. 24 hours a day if emergency conditions exist such as storm damage, flooding, etc.

When you are away: If you leave for an extended period of time, it is suggested that you notify the Property Manager. Leave a forwarding number where you can be reached, and the name and phone number of a local person whom we can contact, if necessary, in emergencies. The person should have a key and also check the property for any damage while you are away.

Tips: Turn off your water at the main shutoff by the meter, set the hot water tank to vacation setting or pilot setting, notify the post office to hold your mail, and suspend newspaper delivery.

Association Responsibilities:

The Association is responsible for all exterior maintenance, such as:

- Roofing, vents, gutters, downspouts, painting of trim and front & side doors
- Maintenance of building exterior, with the exception of window, door, and skylight repair or replacement
- All driveway and sidewalk repairs
- Snow removal of driveways and sidewalks
- Lawn care of all areas, pruning of shrubs, fertilizing
- Trash Removal
- Provide Master Homeowners Insurance fire and casualty coverage of buildings and liability

Homeowner Responsibilities:

- Garage door, mechanisms and openers
- Windows breakage/replacement/cleaning of all glass surfaces including skylights
- Screens, storm windows, and all doors
- Maintenance of central air conditioning and all interior mechanical equipment
- Homeowners insurance on contents, upgrades, betterments, and improvements
- Payment of late fee on any overdue monthly or special Association charges
- Exterior light fixtures

RULES & REGULATIONS

Table of Contents

Introduction	4
Maintenance Fees, Assessments and Late Fees	4
Certificate of Compliance	5
Estate Sales/Roll-offs/Dumpsters	5
Exterior Modifications	5
Interior Modifications	5
Storm Doors/Screen Rooms	5
Pets.....	5
Signs and Advertisements	5
Unregistered/Unlicensed Motor Vehicles	6
Boats, Trailers, Recreational Vehicles	6
Commercial and Business Vehicles	6
Parking	6
Owner’s Maintenance	6
Activities in Common Areas	6
Flower Pots	6
Trash Removal	6
Decorations	7
American Flag	7
Outside antenna/cable/phone/above surface utilities	7
Satellite Dish Guidelines	7
Safety Equipment/Insurance Coverage	8
Policy for Emergency Generators	8
Variance Process	9
Rental of Homes	9
Rental Agreement Signature Form (Required for Rentals)	10
Judicial Process	11
First Notice of Violation	11
Second Notice of Violation	11
Third Notice of Violation	11
Additional Legal Remedies	11

Maplehurst Commons Homeowners Association Rules and Regulations

Introduction

When you purchased your Townhouse, you were given a copy of the Declaration of Covenants, Conditions and Restrictions, the By-Laws, and the Rules & Regulations for living at Maplehurst Commons. At the time of original closing, as an Owner you were requested to sign a document stating that you had read the above-mentioned documents and agreed to abide by them. Also, if you were an original Owner or a subsequent Purchaser, you established your commitment to abide by these documents by accepting the deed. This commitment extends to your family, guests, tenant, and subsequent purchasers of property in Maplehurst Commons to be equally responsible for compliance with the contents of the above-mentioned documents.

While the Declaration and the By-Laws are *static documents* written back in 1999, they do not cover all situations. Therefore, the Rules & Regulations are designed to be a *living document or ever-evolving*. The Board reserves the right to make changes to this document as new situations arise, as long as the original documents are not violated.

Maintenance Fees, Assessments and Late Fees

Monthly maintenance fees as common area charges, assessment, or other charges shall be paid when due. Charges that remain unpaid after due date will result in a **Collection Procedure** as follows:

1. Each homeowner is required to make monthly association maintenance fee payments as determined by the annual budget.
2. Monthly assessment fees are due on the 1st of each month. A late fee of \$15 will be assessed to any payments received after the 30th day. The late statement will be sent from the Management Company.
3. A DELINQUENT LETTER 1 will be sent to any homeowner whose assessment fees are **two** months in arrears after the 15th day of the second month. A delinquent fee of \$25 will be assessed. The Delinquent Letter #1 will be sent certified mail from the Management Company, and the cost of same will be added to the Homeowner's Association maintenance account.
4. A DELINQUENT LETTER 2 asking for a meeting to work out a payment plan will be sent to any homeowner whose assessment fees are **three** months in arrears after the 15th day of the third month. A delinquent fee of \$50.00 will be assessed. The Delinquent Letter will be sent certified mail from the Management Company, and the cost of same will be added to the Homeowner's Association maintenance account.
5. A PAYMENT PLAN may be set up for payment of overdue amounts within a reasonable time period. A payment plan fee of \$50.00 will be assessed. The payment plan will be documented and notarized and the cost of the same will be added to the Homeowner's Association maintenance account.
6. A DEMAND LETTER will be sent to any homeowner whose association maintenance fees are **four** months in arrears. A demand letter fee of \$125.00 will be assessed. The Demand Letter will be sent certified mail from the Management Company, and the cost of same will be added to the Homeowner's Association maintenance account.
7. Ten (10) days will be given to comply with the DEMAND LETTER. If payment is not received in full, paying the account down to zero or a reasonable payment plan, a lien will be filed against the lot, inclusive of any late fees due to the Association. A lien fee of \$275.00 will be assessed. The cost of the lien and any other collection costs incurred by the Association will be added to the delinquent homeowner's account.
8. The Board of Directors reserves the right to file any further legal action which might assist in the collection of the outstanding debt, including but not limited to; restriction or revocation of use of the association recreation facilities, wage garnishee, and foreclosure.
9. The Board of Directors, at its sole discretion, reserves the right to suspend any further legal action.

Certificate of Compliance

The Certificate of Compliance is a written statement from the management company indicating that the home being sold is in compliance with all Rules and Regulations, Declarations and By-Laws, and Architectural Guidelines of the property. **This document is required when selling your property.** Please have your attorney contact Kenrick Corp prior to closing to obtain this document.

Estate Sales/Roll-offs/Dumpsters

Estate sales can be a necessary step before listing a home on the market and do require a variance. To request a variance form for consideration, contact Kenrick Corporation. Information to include...

- Name of Organization / Date of Sale
- Copy of Business permit and Liability insurance
- If organization is planning to erect signs at top of street
- If organization is planning to use a Roll off/dumpster for cleanup

Exterior Modifications

No exterior modifications or alterations can be made without the written approval of the Board. All requests for windows, screens on garages/patios, doors, skylights, satellite dish, etc., must be submitted in writing to the Property Manager and must include written plans and specifications. Variance forms are available from the Property Manager's office. Any modifications made without prior approval of the Board may be subject to removal by the Association at the homeowner's expense or a fine. Owner shall be responsible to have any new purchaser accept the responsibility of any alterations to the exterior per the approved variance or the alteration shall be restored to original condition at owner's expense prior to transfer of title.

Interior Modifications

All work with respect to the interior of any unit shall be done between the hours of 8:00 am and 6:00 pm., Monday thru Saturday so as to not disturb the quiet use and enjoyment of other owners. No structural changes are to be made to any townhome's interior that may affect the integrity of the unit or adjacent units. All building codes are to be followed including any necessary Town of Gates permits. All contractors on Association property must provide the Board/Property Manager with a Certificate of Insurance naming the Association as additional insured on Liability and Worker's Compensation Insurance held by such contractor. Proof of insurance must be on file prior to start of work.

Storm Doors/Screen Rooms

A variance is required for review and approval prior to the installation of any storm door and screening of garages or patios. All new or replacement storm door installations should be white with at least three-quarter view of glass.

Pets

Pets shall be on leash and accompanied by an adult at all times. Dogs or cats shall not run free or be left unattended outside. (See Declaration-article VIII) **Pet waste must be removed immediately** as it attracts rodents and causes landscape maintenance problems. If an individual is found to be in violation of these Rules and Regulations, the Board or Property Manager may contact any local municipal authority with power to impound animals without liability on the part of the Board or Property Manager. The board may also require a written permit and/or posting of a security deposit with the Association. The deposit may be applied for the payment of any repairs or damage caused by the pet.

Signs and Advertisements

No signs, posters, or advertisements, commercial or political, of any kind shall be posted in or on the properties. Signs indicating that a house is protected by a security system must be limited to one sign at the front of the unit near the main entrance and small window decals posted from the inside of the residence. No other signs are permitted without the Boards' written approval. FOR SALE signs may be placed in front of an owner's unit.

Unregistered/Unlicensed Motor Vehicles

Unregistered or unlicensed motor vehicles are prohibited from operating or remaining on Association property for more than 72 hours or they must be parked in a garage. Unlicensed motor vehicles violating these Rules and Regulations may be towed at the Owner's expense. If a violation results in damage to blacktop, the Owner will be held financially responsible.

Boats, Trailers, Recreational Vehicles

No Boats, trailers, motor homes, campers or motor vehicles of any kind other than a licensed private passenger type shall be parked on premises for more than 72 hours or they must be parked in a garage. If a violation results in damage to blacktop, the Owner will be held financially responsible.

Commercial and Business Vehicles

Any vehicle with business markings, oversize vans, or heavy vehicles are not permitted to park overnight on the street or in the driveways. If a violation results in damage to blacktop, the Owner will be held financially responsible. Contractors performing work on the interior of a unit may park in the owner's driveway.

Parking

It is important that all homeowners use common courtesy when parking vehicles. Homeowner parking will be limited to the owner's private driveway and garage. No overnight parking is permitted on the street during winter plow season per Town of Gates rules. Overnight or long-term guests should park in the homeowner's driveway. There is to be no parking on lawn areas, and no vehicle should block any driveway, sidewalk or mailbox access. Parking violations are subject to fines and towing at owner's expense.

No carriages or bicycles shall be allowed to stand on the sidewalks, entrances, driveways or other common areas. Mini-bikes, trail-bikes, go-carts, electric scooters, mopeds, snowmobiles, are prohibited on Association property.

Owner's Maintenance

Exterior building mounted light fixtures are required to be maintained with replacement bulbs. Owners are required to make sure property is free of all toys, furniture, hoses and debris at all times. Porches are intended to be an extension of the living area and not to be used as a storage area. Objects that interfere with lawn maintenance will be removed and disposed. Repair to damage caused to lawns by Owners will be charged to them.

Activities in Common Areas

Organized sports activities, volleyball nets, basketball hoops, swimming pools, and outdoor fires are prohibited. For any picnicking plans, please reach out to your adjoining neighbors as a courtesy.

Flower Pots

The existing foundation plantings shall not be altered. Flower pots may be permitted in some areas, but require a variance. Pots should not interfere with the normal pruning and maintenance of Association controlled planting areas and weekly lawn maintenance. Flower pots are allowed on front and back porches. Pots containing vegetables are not permitted as they tend to attract unwanted animals. **The Board requires removal of ALL pots by November 1st to prepare for snow plowing and shoveling.**

Trash Removal

Trash removal occurs weekly. Containers will be provided by the trash removal company and may be placed at the curb within 24 hours of the scheduled pick-up. Residents are encouraged not to place bags of garbage at the curb without using one of the containers as it attracts wildlife. No loose papers should be placed in recycle bin without securing them first. **All trash and trash containers must be stored inside a garage.** Large items such as appliances may be set out with the trash. *Residents should call management company prior to putting out large (or special items) so that Management Company can alert the refuse company in advance of regular scheduled pickup.* There may be a special fee for removal of some items. Any problems or complaints should be referred to the Property Manager.

Decorations

Lawn decorations are NOT permitted as they may interfere with weekly lawn mowing, foundation planting maintenance and / or snow removal. Bird feeders should be located at least 25 feet from a building or at the rear tree line as they may also attract rodents. Items such as wind chimes may require removal if they become a nuisance to neighbors. Owners should respect their neighbors' right to quiet use and enjoyment of their property since many patios are only inches away from each other.

Holiday decorations may be displayed four weeks prior to and two weeks after the observance of the holiday. After these dates, the Board requires removal of displays. Decorations installed using nails, screws, or other devices requiring penetration of the wood trim siding are NOT permitted and will be the Owners responsibility for damage repairs. No vinyl siding should be used for any hanging purposes. If decorations are not removed within the time frame in these rules, the Property Manager will remove them and charge the owner for costs of removal.

American Flag

The American Flag may be displayed between the hours of sunrise and sunset. It should be no larger than 30" X 48". It should not be displayed if it is tattered or faded. It should be mounted on the vertical trim board along right side of the garage door. The flag should be mounted and flown at all times according to proper flag protocol. A variance must be submitted for approval by the Board as with any other decoration.

Outside antenna/cable/phone/above surface utilities

No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting/receiving device shall be erected on any lot or other portion of the Association property without the approval of the Board. A written and completed variance form is required before installation and shall be submitted to the Property Manager and reviewed by the Board of Directors before final approval can be given. All approvals must satisfy the requirements of the Federal Communications Commission, and/or other agencies with jurisdictional authority.

Phone cables, TV cables, or satellite dish wires need to be concealed along the drip edge or siding and secured to the building, and follow corner boards vertically up/down the building face. No wires shall be strung vertically across the face of a building surface causing unsightly installations. Wires running across the lawn should be buried at least six (6) inches. The Landscape contractor will not be held responsible for cutting an unsecured or unburied wiring.

Satellite Dish Guidelines

- No dish may be installed before a written variance has been reviewed and approved by the Board. The variance must specify where the dish is to be located and the method of attachment.
- All variance requests will be responded to within 30 days.
- The cable wherever possible shall be concealed within the building.
- The dish color shall be as unobtrusive as possible and as close in color to the building as possible.
- Installer shall properly ground any external portion of antenna.
- Property owner shall be responsible for any damage to the structure or common areas.
- Lightning strikes, wind damage, or weather-related damage to the dish or antenna shall be the owner's responsibility.
- Any and all repairs to the antenna, mounting, or building including roof leaks are the owner's responsibility.
- If the antenna is installed on common property and requires removal for any maintenance reason, the owner has the responsibility for removal and reinstallation of the antenna. If the owner does not remove the antenna the Property Manager may do so at the owner's expense. The Board and Property Manager will not be liable for any damage to the antenna caused by removal or replacement.

- Owner shall be responsible to have any new purchaser accept the responsibility of the dish antenna per the approved variance or the dish antenna shall be removed and the building restored to original condition at owner's expense prior to transfer of title.
- No antenna shall be mounted on the siding, soffit, or trim of the units.

Safety Equipment/Insurance Coverage

Due to the increasing problems with Master Insurance on the buildings and in consideration for occupant and building safety, the following equipment is now required in each townhome: one (1) type ABC 2.5 lb. fire extinguisher, one (1) combination smoke detector, one (1) carbon monoxide monitor on each level of the townhome. The 110v powered smoke detectors that were originally installed in the townhomes will suffice for the detector on that level. Insurance regulations now require the additional detectors on other levels.

Smoke detectors should be cleaned regularly of dust, and tested on a regular basis. They have a useful life of approximately 10 years. As furnaces/hot water tanks age they can develop problems and emit high levels of the poisonous gas carbon monoxide. A carbon monoxide detector is the earliest warning device available to protect you from this gas if it is present. All of these safety devices are readily available at local building supply stores.

Dryer vents should be cleaned on a regular basis in consideration for occupants and building safety.

For the safety of all homeowners, grilling on patio and inside garage is NOT permitted. Grill must be a minimum of 3 feet from garage entrance.

Policy for Emergency Generators

Emergency generators may be installed adjacent to the Owner's unit under the following conditions.

- A Variance request must be submitted to the Property Manage and Board before installation. The request must include the Manufacturer's specifications of the proposed unit including dimensions, certified sound ratings, and manufacturer's installation instructions.
- The generator must be permanent (not portable).
- The generator must be powered by natural gas. Gasoline powered generators are not allowed for permanent installation due to town regulations and fuel storage limitations.
- The generator must be located at the rear of the Unit and set on a level, suitable foundation pad. Minimum clearances between the generator and the Unit walls must be in accordance with the Manufacturers Installation Instructions and Town of Gates building codes.
- Gas piping and electrical conduits must be buried, not exposed.
- The maximum noise rating of the generator at full load must not exceed 72 DBA at 7 meters (23 feet) from the generator. (This is the noise level of a typical air conditioning condensing unit.)
- A licensed electrician must install the electrical wiring and the Electrical Inspector must approve the installation.
- A licensed plumber must install the gas piping and the completed installation must be approved by the gas utility company.
- The installation must be in accordance with all Town Building Codes and Ordinances. Satisfaction of Town inspections and codes is the responsibility of the owner. These approvals must be documented to the Board upon completion by the contractor or Owner.
- The equipment must not be run with excessive exercise/charging time periods disturbing neighbors. Typically, generators run no more than 15-20 minutes each week.
- Sound enclosures must remain in place and be maintained in good repair.
- Spark arresting mufflers must be used, and models with ground or near ground discharge should be an alert to Owners of the potential of fires starting with leaves or grass around the unit and nearby wooded areas, affecting other unit owners.

- Back-up generators are not to be used on any permanent basis to avoid use of local utility energy availability. They must remain as emergency back-up for times of public utility failure.
- All maintenance is the Owners responsibility.

Variance process

Variance request forms can be obtained by contacting Kenrick Corporation. Any questions regarding changes to your unit should be referred to the Property Manager. When in doubt ASK. The use of variance requests helps to maintain the high value of everyone's property. Do not begin any work until you have received approval.

Rental of Homes

In order to maintain a stable community and uphold the rules and regulations including architectural guidelines, the Association holds that no more than 10 percent of the total number of units can be rentals. This translates to three (3) units.

A Home Owner may only lease or rent his home to a tenant pursuant to a written lease on a single occasion during any consecutive twelve-month period beginning on the date of commencement of the lease term for that tenant's sole use and occupancy during such twelve-month period. To facilitate and protect the health, welfare, and safety of all Homeowners, the lease of a townhome must comply with all requirements.

All leases of the community shall be in writing and shall comply with the provisions of the Declarations of "one family occupancy" as well as the Declaration, By-laws and Rules and Regulations. **The property Owner must also notify the Property Manager and provide tenant contact information.**

All tenants or occupants under a lease must comply with all provisions of the declarations, the By-Laws and the Rules and Regulations of the community. **The owner of a leased unit shall be held responsible for any and all infractions of such regulations by a tenant or other occupant. Any lease entered into for rental must contain a clause pursuant to which the tenant acknowledges that he has received a copy of the original Declaration and the *current* Rules and Regulations which can be found on page 10 of this document.**

Any violation of any provision of the Declaration, By-Laws or Rules and Regulations in the Community shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.

RENTAL AGREEMENT Signature Form

Please **SIGN** and **RETURN** to **KENRICK CORPORATION**

All tenants or occupants under a lease must comply with all provisions of the Declarations, the By-Laws and the Rules and Regulations of the community. **The owner of a leased unit shall be held responsible for any and all infractions of such regulations by a tenant or other occupant. Any lease entered into for rental must contain a clause pursuant to which the tenant acknowledges that he has received a copy of the Declaration and the current Rules and Regulations.**

Any violation of any provision of the Declaration, By-Laws or Rules and Regulations on the Community shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.

OWNER

I acknowledge that I have **provided a copy** of the Declaration and the current Rules and Regulations for the Maplehurst Commons Homeowner's Association.

Owner's Name

Unit Number

Date

TENANT

I acknowledge that I have **received a copy** of the Declaration and the current Rules and Regulations for the Maplehurst Commons Homeowner's Association.

Tenant's Name

Unit Number

Date

Please return signed copy to Kenrick Corporation.

Judicial process

The Board, acting through the Property Manager or acting directly, is empowered to enforce the Declaration of Covenants, Conditions and Restrictions, By-Laws, and Rules and Regulations according to its duties as outlined in the By-Laws. It is desired that each owner be well informed on the Rules and Regulations in this booklet as well as the contents of the Declaration and By-Laws. This insures the maintenance of the quality of life for all residents. Each owner agreed to abide by the rules, regulations, covenants, and restrictions when you signed your deed and accepted title to your property. Owners are responsible for their guests, tenants, family, etc.

In the event of a violation, the Board may enforce the rule and penalize the violator.

First notice of violation - As a courtesy, the owner will be notified in writing to request the elimination of the violation immediately, or depending on the violation, within 10 days.

Second notice of violation - A \$50.00 fine will be levied against the owner's account. In addition, the Board or the Property Manager may act to immediately correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, plus 29% to remedy the situation against the owner's account.

Third notice of violation - If the owner continues to have a violation, a certified letter will be sent with notification of a daily fine of up to \$50.00 until the violation is corrected or eliminated.

Additional legal remedies

In the event that any fines/fees, levied under this published and approved schedule of Rules and Regulations is not paid in a timely manner to the Association, then the Board or Property Manager shall commence legal action to enforce the rule and collect fees due the Association. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall constitute a binding personal obligation of the violator and shall constitute a lien on the homeowner's home in the same manner that an unpaid common charge constitutes a lien, as set forth in the Declaration. The Board or Property Manager shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the Rules and Regulations as non-payment of Common Charges.