

Panorama Townhomes Rules and Regulations



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PANORMA TOWNHOMES HOMEOWNERS ASSOCIATION RULES and REGULATIONS

INTRODUCTION:

As a Panorama Townhomes Owner, you should have a copy of the Declaration & By-Laws, which outlines rules and regulations (Use of Property) Article VIII for living at Panorama Townhomes. By purchasing in the Panorama Townhomes Homeowners Association, you made a commitment to abide by these rules and regulations. This commitment extends to your family, guests and tenants. Subsequent purchasers of property in Panorama Townhomes are also equally responsible for compliance with the Declaration & By-Laws when they sign the deed. The following are a supplement to the Rules and Regulations governing the Panorama Townhomes Homeowners Association and are being published to consolidate the rules into a single document. In addition to this publication all other Covenants and Restrictions outlined in the offering plan must be adhered to. The corporation entity, which you are a member of, Panorama Townhomes Homeowners Association Inc., shall be referred to hereinafter as the “Association” and the Board of Directors of the Association entity shall be hereinafter referred to as the “Board”.

GENERAL RULES

1. **OUTSIDE APPEARANCE:** Any proposed permanent change to the appearance of the outside of a Panorama Townhomes residence, or any problem with exterior maintenance must be submitted in writing to the managing agent for action by a completed “Variance Form” for processing thru the Board of Directors. The form is available thru the Managing Agent.
2. **PETS:** The Town of Penfield ordinance regarding all animals shall govern all Panorama Townhomes property. Homeowners may have Two (2) pets such as dogs and cats. The Board, may, from time to time, impose reasonable rules and regulations setting forth the type of pets allowed.

Dogs or cats shall not run unattended outside. The Board shall have the right at its sole discretion 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 any animal from Association property. (See article VIII pg.39) No dog or cat shall be kept or left unattended on the grounds, in the garages, patios or decks at any time, whether or not chained, caged or tethered. Pet waste must be removed immediately.
3. **PARKING:** It is important that all homeowners use common courtesy when parking vehicles. Homeowners parking will be limited to the owners' private driveway and garage. Overnight or long term guests should park in the homeowner's driveway or the designated guest parking areas across the bridge and at the top of the hill. There is to be **NO PARKING ON LAWN AREAS**. Parking violations are subject to fines and towing at owners expense
 4. **VEHICLES WITH BUSINESS MARKINGS, LABELS OR DECALS AND OVERSIZE VEHICLES:** No overnight parking in the streets, driveways, or guest parking areas of any vehicle with business markings, labels or decal imprinted on or attached to the body of the vehicle. Exceptions may be made as approved by the Board.
 5. **BOATS, TRAILERS, RECREATIONAL VEHICLES:** Any boat, trailer or recreational vehicle must be parked in a garage. The Managing Agent may grant short term parking privileges (not to exceed 48 hours without written approval of the Board) on an individual basis.
 6. **UNREGISTERED/UNLICENSED MOTOR VEHICLES:** Unregistered/unlicensed motor vehicles, are prohibited from operating or remaining on Association property, overnight, for more than 72 hours within a month, or they must be parked in a garage. Unlicensed motor vehicles violating these Rules and Regulations shall be towed at the owner's expense.
 7. **SIGNS:** One Realtor sign in one unit window and one at the entrance to the Panorama Townhome Community is allowed. An Open House sign may be posted during an Open House by the unit for sale. One sign indicating that a unit is protected by a security system is allowed at the front of the unit near the main entrance, and small signs posted on the inside of windows of individual homes. No other signs are permitted without the Board's written approval.
 8. **EXTERIOR MODIFICATIONS:** No exterior modifications or alterations can be made without the written approval of the Board. All

- requests for decks, patios, plantings, windows, doors, lighting, etc., must be submitted by variance request to the Managing Agent and must include written plans and specifications/colors. Any modification made without prior approval of the Board of Directors will be subject to removal by the Association at the homeowner's expense.
9. **INTERIOR MODIFICATIONS:** All work with respect to the interior of any unit shall be done during the hours of 8:00AM to 7:00PM so as not to disturb the quiet use and enjoyment of other owners. No structural changes are to be made to any townhome without Board approval. All Town of Penfield building codes are to be followed, including obtaining any necessary permits at owner expense.
 10. **COURTYARDS:** The courtyard of each unit is the homeowner's private area. Each homeowner is responsible for the plantings and maintenance of their courtyard. The homeowner needs to be mindful of plantings and mulching- remembering the size of the trees, shrubs, and root systems could potentially cause damage to their own or their neighbor's property. Any damage created is the responsibility of the homeowner to pay for and repair.
 11. **DECORATIONS:** A variance must be obtained for the installation of lawn decorations, such as bird feeders, statues, windmills, lights, flowers, shrubs, etc. outside the homeowners courtyard. Holiday lighting and decorations may be displayed no earlier than the day after Thanksgiving and must be removed by January 31st.
 12. **PLANTING OF SHRUBBERY OR FLOWERS OUTSIDE COURTYARD AREA:** The existing foundation plantings shall not be altered without board approval. Homeowners with plantings that have not received written approval may be requested to remove them. A variance is required for gardens and planting trees, shrubs and perennials. The variance request should include a diagram showing the location, type and quantity of proposed plantings. It is the owner's responsibility for maintaining planting beds of flowers he/she plants. The Association cannot take responsibility for plantings that interfere with the normal pruning and maintenance of Association controlled planting areas.
 13. **RENTAL OF HOMES:** A Home Owner may only lease or rent their home to a tenant pursuant to a written lease on a single occasion during any consecutive, twelve month period

Subleasing is not permitted.

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 By-Laws and the Rules and Regulations. The Home Owner must also notify the Board of Directors and provide tenant contact information to the Property Manager.

All tenants or occupants under a lease must comply with all provisions of the declarations, the By-Laws and the Rules and Regulations of this 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 Rules and Regulations.

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

The Home Owner shall be responsible for remedying any violation.

14. **TRASH REMOVAL:** Trash removal occurs on a specific day each week. Containers with secure lid fasteners shall be placed at the curb within 24 hours of the scheduled pick-up and removed promptly the same day after the trash has been picked up. All trash and trash containers must be stored inside a garage. If you plan on placing large items out for removal by the refuse carrier, please contact the refuse company in advance to arrange for pick-up. Any problems, complaints, or concerns regarding the service should be directed to the Managing Agent. No loose papers or recycling material shall be placed without securing it from winds.
15. **COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY:** No wholesale or retail business, service occupation or home business shall be conducted in or on any unit or other portion of the property without the consent of the Board.
16. **NOISE:** Stereos, radios, televisions, motor vehicles, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., can also disturb the peace and quiet enjoyment to which your neighbors are entitled. The best rule is that

noise should not be heard within a neighbor's house with the windows closed.

17. **GARAGE DOORS:** Garage doors cannot be left open for more than two (2) hours at a time when the garage is unoccupied.
18. **OUTSIDE ANTENNAE/CABLE/ PHONE SERVICE/ABOVE SURFACE UTILITIES:** No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting or receiving device shall be erected on any unit or other portion of the Association property, without the approval of the Board.

Satellite Dish Guidelines: No more than (2) dishes per unit. The variance for this type of antenna will require the exact location and method of attachment. Provide sketches if necessary. Contractor needs to verify reception at this location before submission of variance. Owner shall be responsible to have any new purchaser accept the responsibility of the dish antenna per the approved variance or the antenna shall be removed and the building restored to original condition at owners expense prior to transfer of title.

19. **SNOWMOBILES:** No snowmobiles or similar motor vehicle shall be operated on any portion of the Association property. The only exception is an emergency situation due to severe winter weather.
20. **OUTSIDE REPAIR WORK:** No work on any motor vehicle, boats or machines of any kind shall be permitted on Association property without the written approval of the Board.
21. **OUTSIDE DRYING:** No outside drying or airing of clothing/ bedding shall be permitted on Association property.
22. **NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activity shall be carried out upon any portion of the Association property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or Owners thereof.
23. **FENCES/ PROTECTIVE SCREENING:** Unless otherwise consented to in writing by the Board, no fence, wall, trellis or screen planting of any kind shall be erected anywhere on the Association property.

24. **EXPOSURE OF PARTY WALL:** A townhouse owner, who, by negligent or willful act, causes the party wall to be damaged, shall bear the whole cost of furnishing the necessary protection against, and the necessary repair caused by such damage. The party wall is any connection point between two adjacent townhomes.
25. **WINDOW AIR CONDITIONERS AND FANS:** The installation of window air conditioning units and fans is prohibited.
26. **ASSOCIATION MAINTAINED/SUPERVISED PROPERTY:** The Association shall maintain the building exteriors, provide seasonal snow removal of drive and walkways, maintain foundation shrubs and mow lawns of all owners per the By-Laws. The Association will maintain the exterior surface of the building for painting, staining, but is not responsible for replacement of garage doors, exterior doors, or windows.
27. **OWNERS MAINTENANCE:** Exterior building mounted light fixtures are required to be maintained and use only white bulbs or the newer white fluorescent exterior rated bulbs. Lawn damage caused by owners, tenants, or their pets is also an owner responsibility. Owners are responsible to make sure that all toys, furniture, hoses and debris are picked up prior to the day of mowing. Owners need to make sure they have proper homeowner's insurance coverage for their personal property and property improvements that are not covered by the Panorama Townhomes Master Insurance policy. Any owner needing clarification of the rules should contact the Managing Agent.
28. **LATE FEES:** Association maintenance fees, assessments, or other charges that remain unpaid after the 10th of a given month will be charged a late fee of \$25.
28. **VARIANCE:** A blank variance request is enclosed. If you do not find an answer to your question in the above rules and regulations, please contact the Managing Agent for further information. **DO NOT** proceed with any exterior modifications until you have proper written information and instructions. While the Rules are an attempt at completeness there may be an omission that requires a variance approval by your Board of Directors.

Enclosed is a Panorama Townhomes Responsibility Matrix and Variance Request form. All Homeowners should familiarize themselves with its content.

Enforcement of Rules and Regulations

The Board of Directors acting through the property management company as agent, or acting directly, is empowered to enforce the rules and regulations, and By-Laws, 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 and the contents of the Declaration & By-Laws in the interest of harmonious relationships and the quality of life for all concerned in the Panorama Townhomes Homeowners Association. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Panorama Townhomes community. Owners are responsible for their guests, invitees, tenants, family, etc.

In the event there is a violation of the applicable legal requirements as indicated, the following enforcement and penalties will be imposed on you as owner of your property.

FIRST NOTICE OF VIOLATION: As a courtesy, the owner will be notified by telephone, in person if available, or written memo, and requested to eliminate the violation immediately or depending on the violation within 10 days.

SECOND NOTICE OF VIOLATION: A \$25.00 fine will be levied against the owner's account. In addition, the Board or its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, 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 to the owner's last known address, (owners are responsible to keep the Board or its agent informed of their legal address) with notification of a daily fine of \$25.00 until the violation is corrected or eliminated.

ADDITIONAL LEGAL REMEDIES: In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the Association, then its Board or Managing Agent 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 be and shall constitute a binding personal obligation of the violator and shall be 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 Panorama Townhomes Declaration. The Board or Managing Agent 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.

PANORAMA TOWNHOMES RESPONSIBILITY MATRIX

Item / Service	Association	Homeowner
Landscape		
Lawn Mowing	X	
Trees / Shrubs HOA planted	X	
Trees / Shrubs Homeowner Planted		X
Weeding common area	X	
Mulch common area	X	
Leaf Removal	X	
Inside Courtyard landscape		X
Snow Maintenance		
Snow Removal (Roadways & Driveways)	X	
Shoveling front unit walk & front of garage	X	
Roadway salting	As required	
Driveway/Walk Salting		X
Exterior		
Roofs, Siding & Trim	X	
Courtyard privacy brick & wood fencing	X	
Walkways		X
Roads / Drives (asphalt & sealcoat)	X	
Exterior Light fixtures		X
Exterior Basement Window Wells	X	
Garage Door & Garage Door Opener: Maintenance, replacement and operation		X
Chimney Exterior Repairs	X	
Patios/Decks (maintenance & replacement)		X
Exterior Doors		X
Retaining Walls	X	
Windows, Sliding Glass Doors & Skylights		X
Mailbox Replacement or Repair	X	
Refuse		
Trash/Recycling Collection	X	
Special Pick up items: Larger than everyday trash or excessive amount		X