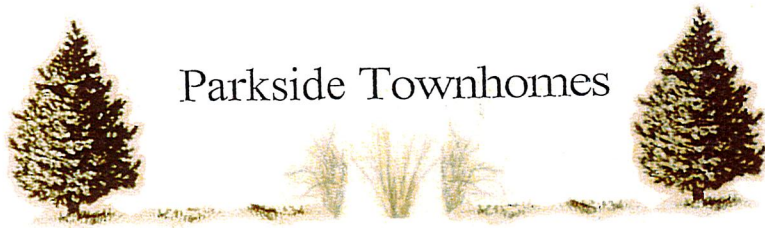


Parkside Townhomes



PARKSIDE HOMEOWNERS'
ASSOCIATION

RESIDENTS' MANUAL



Revised: April 2022



Residents' Manual Committee:
Beth White, Chair; Kathy Fromel, Board Member;
Kent Davis, Kelly Outermans, Members

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INTRODUCTION

The provisions of the Declaration ("Declaration") and By-Laws ("By-Laws") of the Association found in the Offering Plan ("Offering Plan") shall govern all owner(s) of any unit within The Parkside Homeowner's Association ("Association"). The Offering Plan was provided to the original homeowner by the builder and should be provided to any new owner by the previous owner. Should that not occur, the Management company of the Association for a nominal fee should make the Offering Plan, Declaration, By-Laws and Manual available to any subsequent owner(s) or occupant(s) of any unit.

The purpose of this manual is to define the rules and regulations of the Offering Plan's Declaration and By-laws in a modified version for Parkside homeowners. It is also organized to provide an easy reference guide for procedures to follow as a resident of Parkside. The rules are intended to ensure a pleasing environment in which to live. The Board of Directors and the Residents' Manual Committee seek to work together to publish rules that are carefully written to protect your health and safety; help neighbors live peacefully together; and to protect the character and property values of our homes without being unnecessarily restrictive. We seek to act in the best interest of all Parkside homeowners.

All homeowners are responsible for ensuring their guests' compliance with the provisions of this manual.

While this manual endeavors to set forth certain rights and obligations of homeowners, residents, and guests within Parkside, it shall in no way define, limit, or describe the scope of the Parkside Homeowners Association's Declaration or By- Laws.

MANAGEMENT COMPANY

Kenrick Corporation
3495 Winton Place, Bldg. D-4
Rochester, NY 14623
585-424-1540 (contact this number to report any issues)
Fax: 585.424.1553

Website: www.kenrickfirst.com
Office hours: 8:00 a.m. – 4:00 p.m. weekdays
Property Manager: Eileen Broderick
Email: ebroderick@kenrickfirst.com

Contact Kenrick Corporation to:

- ◆ Make maintenance requests online at kenrickfirst.com.
 - If you want to be able to follow the progress of your work, you need to register on the site and log in before you complete your service request. User names cannot contain any symbols so do not use your email address as your user name. If you do not have a computer, call Kenrick and ask for the Service Coordinator. S/he will submit a request for you.
- ◆ Obtain general information.
- ◆ Report issues with contracted services
- ◆ Obtain a variance form

If you experience an emergency service problem before/after the Kenrick Corporation office is open, please call 585-424-1540, prompt (9) for the emergency answeringservice. Leave your name, unit address, name of property and nature of the problem with the answering service representative.

ADMINISTRATION

- ◆ All issues regarding services or operations of the association shall be directed to the Property Management company.
- ◆ The Board of Directors reserves the right to amend, appeal or add to these rules and regulations at any time by resolution for the safe and efficient maintenance of the Parkside townhome development and for the comfort and convenience of the Parkside homeowners. Any updates to the current manual will be sent to all homeowners.
- ◆ Parkside homeowners and guests are requested and expected to follow these rules and regulations. The Board of Directors reserves the right by resolution to make decisions regarding potential incidents of noncompliance. When the Board determines that a homeowner is not complying with the rules and regulations, two Board members will first speak to the homeowner to resolve the issue. If this does not resolve the issue, the management company will generate a letter to the homeowner alerting them of the problem with a required corrective action date. In accordance with the By- Laws, the Board of Directors is authorized to levy fines against homeowners for failure to comply with the rules and regulations. Homeowners are responsible for the actions of all occupants of their unit.
- ◆ Parkside is a residential zoned community. As such, there shall be no large-scale commercial, religious, or educational endeavors conducted, maintained, or permitted.

BOARD OF DIRECTORS

As outlined in the Declaration and By-Laws of the Parkside Homeowners Association, the Board of Directors consists of five people. They do not need to be homeowners but must be residents. Only one resident per unit may serve on the board at any given time. These individuals are elected by a majority vote of all homeowners at the Annual Meeting of the Parkside Homeowners Association. One owner per unit may vote in these elections. This Annual Meeting is held during the month of October.

BOARD MEETINGS/OPEN FORUM

Board meetings are held monthly; specific meeting dates are publicized in the minutes

Any homeowner wishing to address the Board about a specific issue is encouraged to submit the subject matter in writing to the Property Manager or Board President 10 days in advance of the meeting and request to be put on the agenda.

The Annual Meeting of Parkside Homeowners Association is held each October. A notice shall be mailed in advance to each homeowner. A quorum of 56 votes is required for the election of Board members. The Board of Directors urges every homeowner to attend the meeting and vote.

At least one additional Open Forum for homeowners may be held during the year.

Should you require an interpreter for any of these meetings, please notify the management company at least 2 weeks in advance.

CHART OF HOA VS. HOMEOWNERS' RESPONSIBILITIES/VARIANCES

Key: A=Association HO=Homeowners V=Variance

CATEGORY	A	HO	V
Common Area Maintenance			
Driveway de-icing, if desired		X	
Driveway sealing/replacement	X		
Gutters and downspouts	X		
Landscaped areas and common grounds	X		
Shrubs and trees	X		
Shrubs--watering		X	
All sidewalks in Harrier courtyard and all others except concrete spalling damage	X		
Snow removal except 2 feet at garage door	X		
Walkway shoveling and de-icing, if desired, including Harrier Circle		X	
Concrete Porch or Steps/Foundation			
Replace or repair		X	X
Doors			
Deadbolts		X	X
Entry door, frame, and glass (Phase I)		X	X
Exterior painting	X		
Garage doors (See note below)		X	X
Garage door access pad		X	X
Hardware replacement/repair		X	X
Peephole		X	X
Storm door		X	X

Garage door seal is part of garage door and is HO responsibility; garage door trim is HOA responsibility.

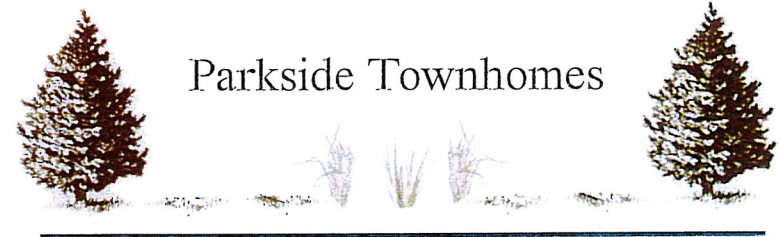
Maintenance, repair, replacement of
electrical wiring, pipes, conduits
and public utility lines (outside)

X

CATEGORY	A	HO	V
Electrical			
Air conditioner junction box		X	
Attic fan		X	X
Electrical panel box and conduit		X	
Exterior light fixtures		X	X
Exterior of Buildings			
Cameras (not hard-wired)		X	
Cameras and Ring Bells—hard-wired		X	X
Drainage (French drains)	X		
Flagpole holder		X	X
House numbers	X		
Porch pillars Phase II/III	X		
Ring bells (self-installed)		X	
Roof (interior damage due to roof issue—Kilz and blend paint)	X		
Siding and trim	X		
Fences/Privacy Panels			
Phase I: Wood privacy panel originally installed- repairs	X		
Phase I: Wood privacy panel originally installed--staining	X		
Wood panels added by homeowners*		X	X
Phase II: Vinyl privacy panel originally installed— repairs	X		
Phase II: Vinyl panels added on by homeowners*		X	X
*When panels are added to original installation, HO becomes responsible for repair or replacement of all panels			

CATEGORY	A	H O	V
Fireplaces and Chimneys			
Chimney cap		X	X
Chimney/furnace cleaning		X	
Chimney liner		X	
Interior components		X	
Front Porch/Steps (Wooden) (Phase I*)			
Repairs or painting (regularly scheduled)	X		
Repairs or painting (Other)		X	X
Snow removal or de-icing, if desired		X	
Structural	X		
Gutters and Downspouts			
Clean and replace	X		
Heating and Cooling Systems			
Air conditioning system		X	X
Backup generator		X	X
Furnace (May require a new vent)		X	X
Outside gas connection		X	X
Insurance			
Improvement and Betterments (HO-32)		X	
Master policy for Structure, Liability for Common areas	X		
Personal contents, liability, and umbrella(HO-6)		X	
Patios/Privacy Area			
Patio enlargement, replacement		X	X
Landscape maintenance and repair/stain of steps within enclosed or partly enclosed patio or privacy area		X	
Phase II builder installed wood steps, repair or stain if not enclosed or partly enclosed	X		
Plumbing			
Exterior (Storm drains and sewage lines)	X		
Hose Bib (Outside faucet)		X	
Interior including sump pump		X	

CATEGORY	A	HO	V
Services and Miscellaneous			
Cable TV and underground cable		X	
Damage to structure or lawn by carpenter ants, wasps, or undomesticated animals	X		
Exterior pest control: bees or wasps	X		
Interior pest control for insects, mice, ants, bees, wasps, hornets, undomesticated animals		X	
PODS		X	X
Satellite dish		X	X
Telephone		X	
Trash and Recycling			
Dumpsters		X	X
Household weekly refuse in rigid containers	X		
Call Service Coordinator at Kenrick to arrange for large items. (i.e., grill, mattress, etc.)		X	
Recycling collection/secure items	X		
Rigid container first, then bags, no food in bags		X	
Vents Installation/Maintenance			
Exterior vents for bathrooms	X		
Interior piping to vents		X	
Windows and Skylights			
Basement egress		X	X
Caulking, weather sealing (exterior)		X	
Caulking, painting, weather sealing(interior)		X	
Glass replacement		X	X
Window frames and sills		X	
Window hardware		X	
Window replacement (including block windows in basement and skylights) unless caused by a third party—in which case the third party is responsible.		X	X



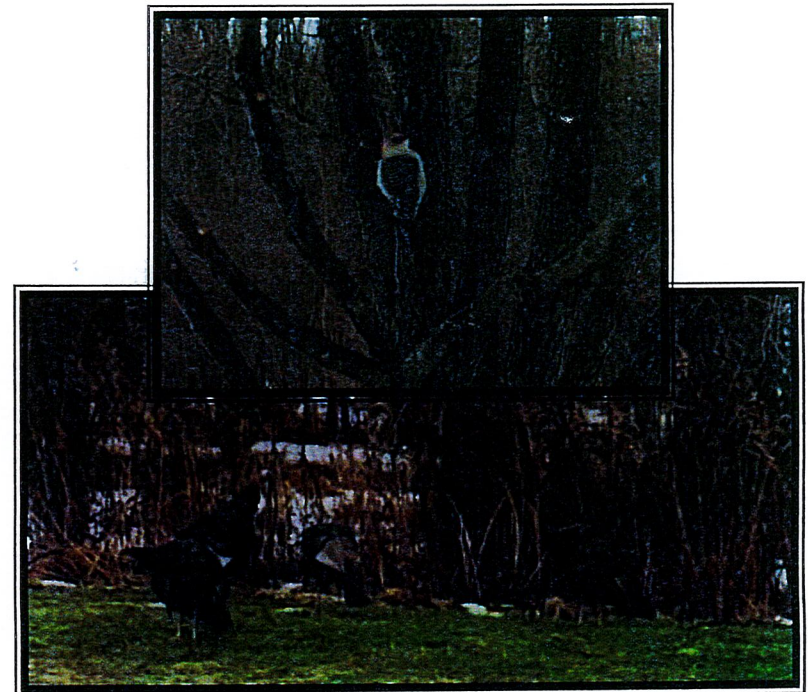
Parkside Townhomes



Any deviation from this list requires Board approval.

* Phase I houses include:

Harrier #3, 4, 7, 8, 11, 12, 15, 16, 19, 20, 23, 24, 28, 32, 36, 40, 43, 44, 47, 48, 51, 52, 55, 56, 59, 60, 72, 76, and 80.



COMMITTEE DESCRIPTIONS

The following is a description of established committees of the Parkside Homeowners Association. As a homeowner, you are invited to take an active part in one or more of the committees as your time permits. Except for the Architectural and Nominating Committees which are established by the Declaration and By-Laws, the need for committees is subject to change at the discretion of the Board. All committees report to the Board monthly.

Architectural/Variance: * Permanent Standing Committee

Reviews any proposed improvements, additions, modifications, or alterations to the exterior of individual units and will approve or deny the request. It is this committee's responsibility to maintain the harmony and appearance of our property and to minimize the effects that attachments would have on maintenance requirements and the structures.

Budget

Meets as needed throughout the year. Meets during two months prior to the annual meeting to review the previous year's operating budget, evaluate the property management company's input and discuss the new budget for the ensuing year. The Association's fiscal year is from January 1 through December 31.

Residents' Manual

Periodically reviews the rules and regulations and makes recommendations to the Board of Directors for revisions. This Committee meets annually to keep the manual current.

Landscape

Evaluates landscaping needs throughout the complex and makes proposals to the Board of Directors and the property management company. This Committee presents a report at monthly Board meetings.

Newsletter

The committee meets as needed to gather news items and pictures for what will initially be a quarterly publication.

Nominating *

Nominates candidates for election to the Board of Directors and consists of a chairman, who is a member of the Board, and two or more members of the Association. This committee meets 3 months prior to the annual meeting.

Parkside Lights

The committee meets as needed, beginning in June, to develop a plan for decorating the common areas in Parkside from November 15 until January 15. All homeowners are invited to participate in the decorating party.

Social/Picnic/Welcoming Committee

Plans and coordinates social activities for Parkside owners/residents. Also greets new residents within our Parkside community to welcome them and familiarize them with the procedures, rules and regulations and names of important contacts.

* Required by the Declaration and By-Laws.

COMMON AREAS - ACTIVITIES & USES

The use of common areas (i.e., all areas outside of your patio fence) is available for group games such as volleyball, badminton, touch football, bocce, etc.; however, all nets, stakes, etc., must be removed at the end of the game session. For safety reasons, golf, baseball, and archery are not permitted anywhere on the property. Any damage caused by any activities will be the responsibility of the homeowner, the participants and/or (in the case of children) their parent/guardians. Wading pools must be emptied and, along with lawn chairs for larger gatherings, must be removed before dark.

Lawn furniture, trash receptacles, grills, sports equipment, and toys must be stored inside your patio enclosure or garage. Clotheslines are not allowed anywhere on the common areas or on an unenclosed patio.

It is the responsibility of all residents who use the outdoor common areas for recreational activities to take steps to ensure their own safety and the safety of others. They are also responsible for acting in a way that does not harm the property or become a noise nuisance to the residents.

DECORATIONS, ORNAMENTAL OR FUNCTIONAL LAWN FIXTURES/DECORATIONS

Mulched Beds: 2 Shepherd Hooks and 1 garden flag are permitted in the area around your unit. No other ornamental or functional lawn fixtures/decorations are permitted in the common areas including mulched beds. **Plastic flowers are not permitted.**

Patio, Porch, and/or Exterior Lights/Wall: One set of wind chimes is permitted per residence but must be mutually agreed upon with surrounding neighbors. Ornamental fixtures/decorations are allowed on the porch or patio of any individual unit but shall not be permanently attached to any unit or hung from the exterior light of any individual unit. There may be one or more wreaths **during the holiday season** hung on an owner's fence and/or door with proper hanging device. At all other times, owners having private fences enclosing their patios may attach ornamental items to the **inside only** of said fence provided that such item(s) is/are not visible beyond the interior of the fence. For safety, be sure to keep your ingress and egress clear.

Birdfeeders and Birdbaths: Birdfeeders and birdbaths are not allowed as they attract rodents, squirrels, chipmunks, deer, and geese. Current unit owners having birdfeeders and/or birdbaths shall be permitted to retain any current birdfeeders and birdbaths located on their respective unit if they remain in good repair. Once the unit is sold, the birdfeeder/birdbath must be removed. New owners may not install birdfeeders or birdbaths. Birdbaths in the community garden are exempt.

American Flag: If you choose to display the American flag, the flag must be in good condition. The American flag should be displayed according to the US flag code.

DECORATIONS, ORNAMENTAL OR FUNCTIONAL LAWN FIXTURES/DECORATIONS

Holiday Decorations: Any holiday decorations in the common areas must be done by the Association. Homeowners' holiday lights shall be confined to the porch or patio areas and may not be attached to the unit in any way that may cause damage to the building. **Winter holiday decorations may remain between November 15 and January 15, weather permitting.** During the holiday period referenced above, each owner may hang one or more wreaths on the outside of any fence, door, and/or on as many windows as the owner would like so long as the wreath is attached in such a way as to not cause damage to the fence, door, or windows.

Other holiday decorations are allowed two weeks before and two weeks after other holidays. Floodlights or similar devices cannot be placed within any part of any common areas and cause to shine upon any individual unit.

A homeowner who does not abide by the removal dates after being spoken to by two Board members will receive a notice and the management company, at the homeowners' expense, will remove the decorations remaining.

It should be noted that the Board of Directors reserves the right to direct the removal of any decorations determined to be a nuisance or inappropriate.

"RUBBER STAMP" VARIANCE ITEMS

Please note: While these items are generally approved without issue, a properly prepared and submitted variance IS still required prior to work being done. This procedure is a formality but must be followed.

The exception is garage door replacement. This is a special case and may be done immediately due to the security issues involved, providing the new door follows the specifications noted below. Waiting for the normal paperwork flow could put the homeowner at risk due to the potential loss of property and unauthorized access to the home.

- ◆ Outside Lights: See Residents' Manual (pg. 20) for specific details. These are of the carriage type and must be installed by a licensed electrician. Available at Lowe's, Home Depot, and a pricier option at Maynard's.
- ◆ Peep holes in front doors.
- ◆ Glass block to replace basement windows.
- ◆ Storm Doors (Front/Rear): Solid or 1/2 glass in White or such color as matches the existing door. May have integral mullions, screens, and/or blinds for privacy. Both Home Depot and Lowe's have appropriate units available.
- ◆ Garage Doors: Must comply with style and color of existing door. Recommended: Phase I—Clopay 9131 in Sandstone; Phases II and III—Wayne-Dalton 960 Colonial Style in almond. Recommended vendor is Felluca.
- ◆ External Remote Garage Door Keypad: should be inconspicuous (within reason) and should be mounted to the inner frame of the garage door. Generally provided by the manufacturer or their vendor.
- ◆ Attic Ventilation Fans: Installed by a licensed electrician.
- ◆ Satellite TV Dishes: DIRECTV or Dish Network: Dish must be properly removed by the Management Company upon request of owner prior to sale of unit. The Management Company will ensure the complete and appropriate removal of the dish, that all nuts/bolts are removed and all holes are patched using appropriate roofing material at the homeowner's expense. Homeowner is expected to dispose of the satellite dish appropriately and in a timely manner.

- ♦ Emergency Generator: Requires Permit from the Town of Henrietta. Must be installed by a licensed electrician.
- ♦ High Energy-Efficiency Furnace, including tankless water heaters, requiring new venting to the outside of the unit.
- ♦ A/C Units that significantly differ from existing units.
- ♦ Flagpole Holders: Must be mounted on the frame of the garage.
- ♦ Front and back doors: must conform in color and style

DELINQUENCIES AND LIENS AT PARKSIDE

Your present Board (as well as the Boards who have served in the past) takes delinquencies of Parkside monthly assessments very seriously. We have always been proactive in this area of concern.

The process: A statement is sent to the homeowner after the 10th of the month stating they are behind in their monthly assessments. Interest (in the amount of 10%) is placed on their account. If no response is received within 60 days, a pre-lien letter is sent to the homeowner stating that if their account is not paid, the Board, through our management company, will put a lien on their property. If the owner is still in arrears after 90 days, a second letter will be sent asking for a meeting to work out a payment plan. A Demand Letter will be sent to homeowners who are 4 months in arrears. If compliance with the Demand Letter is not made within 10 days, a lien will be filed against the lot, inclusive of any late fees due the Association.

What's a lien? A lien is a charge on your home to satisfy a debt (unpaid monthly assessments.) Our attorney is contacted, and he files legal papers placing a lien on your property. This being done, the homeowner must satisfy or pay off the amount owed (including interest charges and any attorney fees, court costs, and filing fees which have accrued). When the debt is satisfied, the lien is removed from the property. If it is not satisfied, the lien remains on the property. If the property is sold, the

Delinquencies (continued)

lien must be satisfied before the property can close. Does this affect your credit? Absolutely!

We, as a Board, and our management company will work with you if you're experiencing financial trouble, but you must let us know. A phone call to either the management company or a Board member is all it will take. We'll work with you to come up with a payment plan so it doesn't escalate to foreclosure on your property. Foreclosures are very expensive for us, but they will be activated if you leave us no alternative.

Delinquencies vary month-to-month. Please keep in mind that you are considered "delinquent" if you pay your monthly assessments, but do not pay the interest incurred. If you pay your monthly assessments after the 10th of the month and the financials for the month have been completed, it will show up as a delinquency until the next month's financials. The management company advises the Board monthly about who has paid and who has not. Once a past due debt has been satisfied, we take the delinquency off the list.

ENFORCEMENT OF RULES AND REGULATIONS RE: EXTERNAL PROPERTY ALTERATION OR REPAIR

Two Board members shall contact in person any homeowner whose unit is not in conformity with the property in general, advising that the condition must be corrected. In the event of noncompliance by the owner, the management company will notify the homeowner in writing with a due date by which the condition is to be corrected. Should noncompliance persist, the Board is empowered to direct the management company to take the necessary steps to have the condition corrected and to invoice the homeowner for any labor/materials required.

EXTERIOR ALTERATIONS & VARIANCES

It is vital that the appearance and character of Parkside be uniform; therefore, a variance must be submitted and approved by the Architectural Committee before any modification to the exterior of your unit is done. Always refer to the Chart of HOA vs. Homeowners' Responsibility before doing any alterations or repairs. Work must be done by a licensed contractor who must produce a Certificate of Insurance before beginning the work.

NOT ALLOWED: Awnings, window air conditioners, and exterior storm windows.

EXTERIOR LIGHT FIXTURE STANDARD - *REQUIRES A VARIANCE*

When you are shopping for new light fixtures, the standard style is Carriage. (Phase II)

The style must:

- ◆ Have a clear lens
- ◆ Be black in color with matte finish (Phase I); green with matte finish (Phase II)
- ◆ Hold one light bulb
- ◆ Measure 12 "– 18"

FENCES: VINYL AND WOOD - *REQUIRES A VARIANCE*

- ◆ The original wood or vinyl fence panels installed by the builder are maintained by the HOA. The panels installed by the builder are generally two sections. If you wish to add panels on to your wood or vinyl privacy fence, the maintenance, including repair, replacement or staining of wood for all fence panels becomes the sole responsibility of the homeowner. A variance is required to install additional panels. Panels cannot exceed two in depth. A completed diagram of the layout must accompany the variance request. **Guidelines are on the Parkside section of the Kenrick website at kenrickfirst.com.**

FENCES: VINYL AND WOOD - (continued)

Unit owners must add mulch and landscape to the exterior portion of any new fence to ensure it is both aesthetically pleasing and structurally sound. A homeowner who purchases an existing home with added panels assumes the responsibility for maintenance and repair of all fence panels.

- ◆ If, in the opinion of the Board of Directors, an owner fails to maintain the fence, two Board members will speak to them about the necessary repairs and period within which to complete them. Should the homeowner not comply, the management company will issue a letter that includes the time by which the repairs must be made. Should the owner not meet the deadline, the Association will repair the fence at the owner's expense.
- ◆ For RG&E to read meters and workers to complete scheduled work or requested repairs, homeowners need to ensure right of access to the interior of enclosed areas.
- ◆ Nothing may be permanently affixed to any fence.

GARAGE DOOR REPLACEMENTS - *REQUIRES A VARIANCE*

- ◆ Phase One (Harrier Circle): Garage door color must match existing color.
- ◆ Phase Two: Garage door may be insulated or non-insulated. Color must be Almond.
- ◆ The homeowner is responsible for any damage to the building or common grounds occurring as a result of the installation including damage caused by a contractor and/or his equipment.
- ◆ Recommended vendor is Felluca Garage Door, 1674 Norton Street, Rochester, NY 14609. This is the company that initially installed the doors.

SATELLITE DISH INSTALLATION AND REMOVAL - *REQUIRES A VARIANCE*

Installation:

- ◆ Only insured contractors are permitted to install satellite dishes. Dish may only be installed on the homeowner's roof (not on pole, fence, etc.).
- ◆ All installations shall be completed so they do not materially damage the common elements, limited common elements, nor individual units, or void warranties of the Condominium or other Owners, or in any way impair the integrity of the building.
- ◆ Antenna placement shall be where signal of acceptable quality can be received, while trying to shield from view as much as possible from roadways and other units. Location should be near the eave "overhang" and aligned as close to where the electric service enters the structure where possible. All wire/cable must be tucked (hidden) in the opening between "j-channel" and siding (inside corner) or corner post and siding (outside corner) depending on circumstance.
- ◆ Contractor's General Liability must be \$1,000,000.
- ◆ Homeowner is responsible for replacing or repairing dish if it deteriorates or in any way becomes unstable.

STORM DOORS -

REQUIRES A VARIANCE

- ◆ Phase One: Storm door color is to be dark brown. Match existing styles.
- ◆ Phase Two: Storm door color is to be white, cream (matching siding color) or green (matching entrance door color). Match existing styles.
- ◆ The homeowner is responsible for any damage to the building or common grounds occurring because of the installation including damage caused by a contractor and/or his equipment.

WINDOWS -

REQUIRES A VARIANCE

Replacement of windows and casings must conform to the style and color in our complex and depends on whether you live in Phase I or II.

CAMERAS AND RING BELLS-

NO VARIANCE REQUIRED if self-installed by homeowner and wireless. Upon removal of the device, any damage due to the installation and/or removal is the responsibility of the homeowner that installed the device. Screw holes must be repaired.

VARIANCE REQUIRED if camera or ring bell is installed by an electrician. Upon removal, any damage is still the responsibility of the homeowner who had the camera and/or ring bell installed.

FINES FOR NONCOMPLIANCE

The Board of Directors' policy for dealing with noncompliance with our rules and regulations incorporates two principles:

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

When noncompliance occurs, the following steps will be taken:

1. Two Board members talk with the homeowner responsible for noncompliance with the rules explaining the problem and requesting that it be corrected within a reasonable amount of time as agreed upon by both parties.
2. If noncompliance persists, the Board directs the management company to send a letter to the homeowner responsible for noncompliance of the rules explaining it again and requesting that it be corrected within one (1) week.
3. If noncompliance is still not corrected, the Property Manager will send a second letter assessing a fine of \$100 which is payable upon receipt of the letter. If the fine is not paid upon receipt, it will double to \$200 which again is payable upon receipt of the 3rd letter.
If the fine(s) is not paid within 30 days of the original letter (See #2 above), it will be filed as a lien against the homeowner's property. As a last resort, a lawsuit may be initiated.
4. Should a homeowner have multiple issues involving non-compliance, that homeowner will incur a separate fine of \$100 for each noncompliance that is not addressed.
5. In addition, the Board is empowered to take the necessary steps to have the condition corrected and to invoice the homeowner for any labor/materials required.

GARAGE SALES

A Parkside community garage sale will be conducted at the discretion of the Board of Directors. No other garage sales are permitted. In special cases, estate sales may be possible with the written permission of the Board. Garage sales are generally held every two years.

HOMEOWNERS' INSURANCE

A homeowner is solely responsible for the insurance coverage of the interior of his/her unit. The Association carries a master policy on common elements.

LANDSCAPE GUIDELINES

- ◆ Landscaping is the responsibility of the Association. The Association shall maintain all lawns, trees, shrubs, and plants in the common areas.
- ◆ No homeowner shall alter, impair, remove, or affect the existing common area landscaping. If you wish to have a shrub/tree removed, you may submit a variance request to be reviewed by the Architectural Committee in consultation with the Landscape Committee.
- ◆ Any questions/concerns about the landscape crew should be directed to the property management group to handle on your behalf. To protect flowers you plant in the mulched beds around your home, you may put a small marker in the ground identifying them as flowers so that the weeding crew will not pull them out.
- ◆ Potted plants are allowed within your entrance area and on your patio. Two (2) pots are allowed on the sidewalk and 1 is allowed on the driveway between the two garages.
- ◆ In order not to interfere with landscape work, no pots maybe placed in the mulched beds. There is one exception to this: if nothing grows in the area between the sidewalk and driveway, a pot may be placed there. Phase One homes with a single driveway may have a pot on both sides of the garage on the driveway pavement. For those Phase One homes with a shared driveway, there may be one pot on the exterior corner of each garage and an additional pot in the center.

- ◆ Plantings, both annuals and perennials, shall be allowed in the mulched borders of your home. Borders are defined as “the existing mulched areas surrounding the unit”. This includes the mulched areas around trees. For safety reasons, plants should not be higher than the windowsills. Fruits and vegetables shall not be planted within any mulched bed areas. The landscape contractor shall be held responsible for the damage to owner’s plantings if they have been properly marked.
- ◆ The purchase, care and watering of border plantings installed by the homeowner shall be the responsibility of the homeowner. This also includes fertilization and insect treatments. If not maintained properly, the homeowner shall be notified by the Board of Directors to correct the issue.
- ◆ No plantings shall be allowed along the driveway or sidewalk. You may plant in the small area between the sidewalk and driveway next to the garage. In the event nothing grows in that area, you may place a potted plant there. The landscape contractor shall be held responsible for any damage they do to these plantings.
- ◆ Plantings in the common area between two units must be mutually agreed upon between the two homeowners as to what and where the flowers are to be planted. Both homeowners shall share the care and responsibility for the plantings.
- ◆ The landscape contractor will be responsible for maintenance of shrubs, including community gardens, and put perennials “to bed” for the year.
- ◆ Annual plant material, portable containers, and baskets shall be removed from entrance areas and patios by November 15th.
- ◆ Solar and/or low voltage lights are permitted in the mulched beds and within your patio area, providing they do not disturb your neighbors. They shall be spaced approximately 3 ft. apart and 3” from the edge of the mulched beds. Fixtures shall be no higher than one foot above grade. The fixture color may be silver or black. The light color shall only be white. The landscape staff is not held responsible for any damages to the lighting.

LEASING/RENTING AND OCCUPANCY

- ◆ There is NO LEASING OR RENTING of any townhome unit or portion of a townhome at Parkside.
- ◆ Each townhome must be owner occupied. All individuals living in the household shall abide by the HOA rules and guidelines.

MAIL DELIVERY & MAILBOX KEYS

Mailboxes are located throughout the Parkside area and are maintained by the U. S. Postal Service. For information about keys or if your mailbox is broken, call the US Post Office at 272- 5646. If you lose your mailbox key, replacement keys can be obtained from the Jefferson Road Post Office. You must go to the post office. Keys cannot be ordered online. Your picture ID is required and there is a fee. If your mailbox is frozen shut due to ice, contact the management company. Please be advised that your mailbox number does not match your house number. **It is the responsibility of the selling homeowner (or his/her agent) to provide the mailbox key(s) to the buyer as well as identify which location and box number is associated with the unit.**

MAINTENANCE & EMERGENCY CALLS

To report damage to or malfunction of common elements or services (i.e., sewers, roof leaks, gutters, or non-enclosed fences) or damage to your unit by contracted service providers, email the Property Manager at ebroderick@kenrickfirst.com. If you do not have email, call Kenrick directly at 585-424-1540 so that the management company can work directly to address your situation.

If you experience an emergency service problem before/after the Kenrick Corporation office is open, please call 585-424-1540, prompt (9) for the emergency answering service. Leave your name, unit address, name of property and nature of the problem with the answering service representative.

MAINTENANCE GUIDELINES

- ◆ The Homeowners Association shall maintain all lawns, trees, shrubs, and plants in the common area.
- ◆ Homeowners are asked and encouraged to preserve our investments by watering throughout the summer season to prevent loss of plantings and lawns. Owners may be reimbursed for their water by submitting quarterly water bills from the months they water with a representative bill from a non-water quarter.
- ◆ Hose and sprinkler equipment shall be removed from the lawn areas when watering is completed to ensure everyone's safety. Hoses or hose holders are not to be attached to the units. Hose storage shall be in the patio areas or in garages except for Phase One townhomes. Phase One townhomes may store their hoses in an appropriate container, pot, or hose reel. **Hoses should not lie in mulched beds or be strewn over porch railings when not in use. Any damage to hoses left out is the responsibility of the homeowner.**
- ◆ Garage doors, entrance doors, thresholds and jams are the responsibility of the individual homeowner.
- ◆ Grills must be stored in the garage or on the patio and must be 10' from the structure per insurance.
- ◆ Homeowners are advised to follow Henrietta building codes and get building permits when finishing basements and attics. Failure to do so may cause cancellation of their homeowner's insurance and cause problems when trying to sell the unit.

MONTHLY ASSESSMENTS

Monthly assessments are due and payable on the first day of each month. A payment received after the 10th day of the month is subject to a late payment and interest charges as authorized by the Parkside Board of Directors.

The management company provides payment coupons and mailing envelopes.

Other payment options include:

- ◆ Electronic payment—see Kenrick website:
kenrickfirst.com
- ◆ Online banking
- ◆ Credit card—**FEES APPLY.**

What to do if paying monthly assessments on time is a recurring problem: See Section on Liens.

PARKING & VEHICLES

- ◆ *On-street parking is not allowed between the hours of 1:00 AM and 7:00 AM. On-street parking is limited to one side of the street only. Please be mindful of fire hydrants and other people's driveways.*
- ◆ Guests should park in homeowner's driveway or nearby guest parking whenever possible.
- ◆ Overnight/overflow parking must be in designated areas. There is no parking at any time on grassy areas or in front of mailboxes.
- ◆ NOTE: Guest parking areas are not for permanent parking by homeowners.

PARKING & VEHICLES (CONTINUED)

- ◆ The following are not permitted to remain overnight on Parkside property:
 - ◇ Commercial vehicles, unless garaged
 - ◇ Vehicles that are too large to fit into garages unless granted a variance
 - ◇ Unlicensed vehicles, unless garaged
- ◆ Recreational vehicles, boats, trailers cannot remain on the property for more than 72 hours a month.
- ◆ Garage doors should not be kept open for extended periods of time. Besides appearance, this is strongly recommended by the Monroe County Sheriff's Department for safety reasons.
- ◆ Sports and games are not allowed on the streets of Parkside. Snowmobiling and dirt biking are not allowed in any area.
- ◆ Vehicle restoration/repairs must be done within the homeowner's garage, and noise kept to a minimum. Major motor vehicle repairs cannot be done on the premises. Minor one-day projects are permitted if they do not pose a safety hazard, create a mess, or cause property damage. **The homeowner shall be responsible for the cost of repairs for any damage caused by motor vehicle repairs, including leaking of automobile fluids. By law, no automobile fluids may be dumped in any storm drain or anywhere on the property.**
- ◆ Vehicles may be washed/waxed in a homeowner's driveway.
- ◆ Motor vehicles are **NOT** to be driven on lawns or sidewalks at any time.

PATIO/DECK AREAS

- ◆ Storage of lumber, metals, bulk materials, garbage, trash, or other waste is not allowed on/under deck/patio areas. Exceptions are the units on Eagle Pine Way that are unable to fence in their patios due to underground cables, etc. In these cases, things should be stored neatly, and long-term storage items should be housed in the garage.
- ◆ Deck/patio areas should be used with discretion so as not to cause unsightliness or visual pollution of the areas.
- ◆ Firewood is to be stored in garages only.
- ◆ Barbecue grills should be used on concrete or blacktop areas and be a minimum of ten (10) feet from the townhome structure or fence. The owner will be responsible for any structural damage resulting from the use of the grill.
- ◆ For safety reasons, outdoor hot tubs are not permitted.
- ◆ For safety reasons, outdoor fire pits are not permitted.
- ◆ Outdoor heaters are permitted but must be a minimum of six (6) feet from the townhome structure or fence.

PETS

- ◆ Household pets are limited to two (2) dogs or two (2) cats or one (1) of each per household.
- ◆ Dogs and cats must always be leashed when outside of your unit. When outdoors, a person responsible for the animal's control and action must accompany pets. If using a tie-out, the animal must be always under your direct supervision. Leaving an animal outside alone using a tie-out is not permitted.
- ◆ Pet houses are not permitted outdoors.
- ◆ Feeding of pets is not permitted outdoors.
- ◆ Pet owners are required to immediately pick up and properly dispose of their pet's excrement from all areas of Parkside. If a homeowner is observed not picking up after their pet, two Board members will speak with the owner. If the problem is not rectified, the HOA may levy a fine.

PETS (CONTINUED)

- ◆ You are responsible for all damage done by your pet to shrubbery and common areas.
- ◆ “Invisible fencing” is not allowed.
- ◆ The Board may require a homeowner to “rehome” an animal deemed to be a nuisance (i.e., excessive barking and/ or biting).

POND AREA

For safety reasons, there is no fishing, ice skating, boating, or swimming in the pond. All residents and guests must stay away from the posted area surrounding the pond for everyone’s safety. ***Please do not feed the ducks, geese, or any wildlife.*** The duck and geese population contribute to vegetation growth in the pond that creates a noxious odor that impairs the quality of life of the homeowners who live near the pond.



PROPERTY PRESERVATION & CLEANLINESS

- ◆ Each townhouse owner shall keep his/her townhouse in a good state of preservation and cleanliness.
- ◆ Lawn furniture, children’s play equipment and toys are not to remain overnight on the common areas. Additional lawn items are allowed on rear decks and patios. Small children’s pools may be used on common area lawns if they are emptied and removed immediately after their use. Bicycles, scooters, skateboards, and any other sporting equipment should be stored overnight in your garage or in the house.
- ◆ The sidewalks and entrances must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the townhouse.
- ◆ Trash should be put out the evening of the day preceding trash pickup and empty containers must be returned to the garage on the day of pickup. Containers should be secure and recycling containers should be weighted down so trash does not blow out on to the property. **In the event of high wind advisories, homeowners should wait until the morning of the day of pickup to put out trash.**
- ◆ Townhouse owners need to be mindful of their neighbors and not cause or permit any disturbing noises, objectionable odors, or noxious or offensive activities to be produced or to emanate from their townhouse or the common areas.
- ◆ All outdoor drying or airing of laundry shall be totally contained behind privacy fences and not visible from the street.

SECURITY

- ◆ Parkside is a Neighborhood Watch Community. If you should see anything suspicious, please call 911 promptly.
- ◆ Keep vehicles locked and things of value out of sight.
- ◆ If you are planning a vacation, prevent telltale signs of absence:
 - ◇ Stop all newspapers and mail delivery.
 - ◇ Inform your neighbor you will be away and ask them to check your property for any unusual occurrences. Be sure to leave contact information with them.
 - ◇ Inform the Sheriff's Department and ask them to patrol the area.
- ◆ Keep windows and doors locked.
- ◆ Keep garage door closed.

SELLING YOUR UNIT

Should you decide to sell your unit, whether on your own or by contract with a real estate agency, please adhere to the following:

- ◆ Two open house signs are allowed during the period of open house, one on the property and one directional sign within the Parkside confines. One "For Sale" sign is permitted only near the curb of a townhome.
- ◆ It is the homeowner's responsibility to advise the management company as soon as a closing has been scheduled, since the attorneys handling the closing routinely request various documents (i.e., statement concerning monthly assessments, exterior alterations, etc.) In addition, it is necessary that the management company have the name(s) of the new owner(s) so it can affect the necessary communications.
- ◆ A copy of the Offering Plan and the Residents' Manual should be given to your attorney for the closing. Additional copies of the Offering Plan and the Residents' Manual can be ordered from the management company at a nominal cost.

SNOW REMOVAL

- ◆ Snow will be removed from roadways, parking areas and driveways on an as-needed basis throughout the winter season when snow exceeds three (3) inches. If your car is not removed from your driveway when the plows come through, your driveway will not be plowed.
- ◆ Homeowners are responsible for clearing snow from their front and rear walkway/entrance and within two feet of the garage door. If you share a driveway with another unit, remove snow to the side of the driveway. Snow should not be put in the center of the driveway between two units.

SPEED LIMIT

THE SPEED LIMIT ON THE PARKSIDE PROPERTY IS 15 MILES PER HOUR.

It is everyone's responsibility to ensure the safety of Parkside and its residents. We have many walkers, including people who walk their animals. Please adhere to the speed limit to ensure the safety of all.

TRASH REMOVAL & RECYCLING

Trash and recycling are picked up weekly. If you have trash that consists of boxes, old furniture, appliances, etc., which will not fit into a trash receptacle, call the Service Coordinator at Kenrick and she will initiate the scheduling for a special pickup. **Trash and recycling should be put out the night before collection UNLESS there is a high wind advisory. In that case, homeowners should wait until the morning of pickup.**

VARIANCES

Some variances require a permit from the town—fences, some venting, etc. Please check with the town to ensure your proposed work follows town code. Get the most recent variance form on the website at kenrickfirst.com.