

DEER RUN TOWNHOMES ASSOCIATION



RULES AND REGULATIONS
TO LIVE BY IN OUR COMMUNITY

DEER RUN TOWNHOMES ASSOCIATION

RULES AND REGULATIONS

INTRODUCTION

Welcome to the Deer Run Townhomes Association. As a homeowner within Deer Run, you have automatically become a member of the Deer Run Townhomes Association.

When you purchased your townhome, you were given a copy of the Offering Plan (prospectus) which outlines rules and regulations for living at Deer Run. Your commitment to abide by these laws was established when you purchased your Townhome. This commitment extends to your family and guests. Subsequent purchasers of property in Deer Run are equally responsible for compliance with the Offering Plan as stated in your deed.

The following is an excerpt of some of the Rules and Regulations governing the Deer Run Townhomes Association and is being published to assist in highlighting frequently asked questions and concerns. In addition to this publication all Covenants and Restrictions outline in the Offering Plan must be adhered to. If you have any questions, please contact Woodbridge Group, 271 Marsh Road, Suite 3, Pittsford NY 14534, (585) 385-3331, Monday through Friday 8:30 am to 5:00 pm.

GENERAL RULES

1. ANY PROPOSED CHANGE TO THE APPEARANCE OF THE OUTSIDE OF A DEER RUN RESIDENCE, OR ANY COMPLAINT/PROBLEM, MUST BE SUBMITTED TO THE MANAGING AGENT (WOODBIDGE GROUP) FOR ACTION.

2. PETS: Town Ordinance regarding all animals prevails. Except for one (1) dog and one (1) cat, fish, or bird kept in a cage, no animals, birds, or insects shall be kept or maintained on any lot on which a Townhouse is or will be constructed or other portion of the Property, except with the consent of the Board of Directors of the Association which may, from time to time , (i) impose reasonable rules and regulations setting forth the type and number of animals, birds or insects and (ii) prohibit certain types of animals, birds or insects entirely. In any event, no dogs or cats may be allowed to run unattended outside of enclosed areas.

The Board of Directors of the Association shall have the right 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 from the property any animal, bird or insect, if in the opinion of the Board of Directors, acting in its sole discretion, such animal, bird or insect is creating a nuisance because for example the animal is not cleaned up after, the animal is too noisy or the animal is not properly controlled. In furtherance of the above, no dog or cat may be kept or left unattended on the grounds, in the garages, patios or decks at any time, whether or not chained, caged or tethered. All pet wastes shall be properly disposed of by the owner of the pet. No pet waste shall be deposited or left anywhere on the grounds. Any dog or cat found on the properties in violation of these restrictions may be summarily removed by the Association or the managing agent or their employees, and delivered to the custody of any local or municipal authority with power to impound the same, without any liability on the part of the Association, its directors, agents or employees, for such removal.

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3. **PARKING:** It is important that all homeowners use common courtesy when parking vehicles. Homeowner parking should be limited to the owner's private driveway and garage. Visitor parking areas should be left open for visitors and should not be used by homeowners.
4. **COMMERCIAL VEHICLES:** Any commercial vehicle may only be parked in a garage with the exception of construction vehicles or vehicles making deliveries or providing services to the homeowners.
5. **BOATS, TRAILERS, RECREATIONAL VEHICLES:** Any boat, trailer, or recreational vehicles may only be parked in a garage. In addition, these vehicles may be granted short term parking privileges on an individual basis by contacting the Managing Agent.
6. **UNDREGISTERED/UNLICENSED MOTOR VEHICLES:** None are allowed including minibikes, trail bikes, go-carts, snowmobiles, mopeds, etc. Unlicensed motor vehicles will be towed at the owner's expense.
7. **SIGNS:** One Realtor "For Sale" sign is allowed on the inside front window only. Realtor signs are not allowed on the front lawns or posted outside any home unless an open house is in progress. Signs indicating that a house is protected by a security system must be limited to one (1) sign on the front lawn and small signs posted on the inside windows of individual homes. No other exterior signs are permitted.
8. **NOISE:** Keep stereos, radios, televisions at a level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc. can also disturb the peace and quiet of the neighborhood. The best rule is that noise should not be heard within a neighbor's house with the windows closed.
9. **DECKS:** Maintenance of decks originally installed by the Sponsor that have not been altered in any way (enlarges, hot tub added, any type of planters, hanging items, etc.) will be by the Association, maintenance does include staining.
10. **STORM DOORS:** Storm doors are to be aluminum full-view only. Half-view or cross buck doors are not acceptable. The aluminum must be white only. Any storm door or window installed that has not received prior architectural approval, will be removed at the owners expense.
11. **EXTERIOR MODIFICATIONS:** No exterior modifications or alterations can be made without prior architectural approval. All requests for decks, patios, plantings, windows, etc. must be made in writing via a variance form to managing agent - Woodbridge Group, PO Box 237, Pittsford NY 14534. Any modifications will be subject to a fine and removal by the Association if approval has not been granted, with homeowner being charged for service.

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12. **DECORATIONS:** Installation of any lawn decorations, windmills, plastic objects, wooden objects, bird feeders, stone objects, etc., in foundation plantings or on the lawn is strictly prohibited. Lawn objects are unsightly and interfere with lawn care. Hanging of decorations, planters, etc., on the exterior of decking or privacy fencing is strictly prohibited. Hanging or displaying seasonal decorations (lights, lawn decorations, etc.) on the exterior of house or on the lawn is strictly prohibited. The Association will allow one (1) wreath, no more than 18" wide to be hung on the front door. During the period of December 1st through January 7th, white lights may be hung on individual trees located in homeowners front yards only.

13. **PLANTING OF SHRUBBERY OR FLOWERS:** Existing foundation plantings cannot be altered. Any and all proposed plantings must be submitted and approved by the Board of Directors. Homeowners with plantings that have not received approval will be requested to remove plantings. If plantings are not removed, the Managing Agent will remove and homeowner will be billed.

14. **DWELLING IN OTHER THAN RESIDENTIAL UNITS:** No temporary building, trailer, basement, tent shack, barn, outbuilding, shed, garage or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any lot or other portion of the Property except with the consent of the Board of Directors.

15. **GARAGE DOORS:** Garage doors cannot be left open for an extended period of time. If door is in use for vehicle access to garage, loading or unloading of items from a vehicle, etc., it may be left open for a short period of time. Garages cannot be used as a dwelling of any type, seasonal or otherwise.

16. **TRASH REMOVAL:** Trash removal takes place on Tuesday of each week. Trash containers should be placed at the curb no earlier than Monday evening and removed promptly on Tuesday. If you plan on putting large items out for removal by the carrier, please contact the carrier in advance so that they can take the appropriate action. The disposal carrier is Suburban Disposal and they can be contacted at (585) 352-3900.

17. **INSURANCE INFORMATION:** USI Insurance Services is the current Deer Run insurance agent. Specific questions relating to the Association coverage can be answered by contacting them at (585) 736-5899.

18. **DRIVEWAY SEALING:** Sealing of the driveways, and parking areas is the responsibility of the Association. This work is done based on the schedule outlined in the Offering Plan.

19. **AIR CONDITIONERS:** Installation of window air conditioning units is strictly prohibited; window units are noisy and unsightly.

20. **GAS GRILLS, FIRE PITS, OPEN FLAMES**

All Monroe Country and Town of Perinton regulations must be observed.

As required by the Deer Run Master Insurance policy, gas grills must be operated at least 5 feet away from any building structures or overhangs, privacy walls and siding, etc., as heat, grease fires, and flare ups can damage these surfaces and more significantly, start the building on fire.

Grilling is not allowed in the garage, or on the front porch. If grilling in the driveway, the grill must be stored out-of-sight as soon as the grill cabinet has cooled. Grill storage should be on the deck or in a garage, with gas valves in the off position.

Charcoal and wood burning grills, fire pits, or similar devices are not permitted. Open flames & open flame torches are not permitted. Propane firepits require a variance.

Owners are responsible for any damage and repairs caused by violations of this policy. Propane tanks and gas grills should never be stored inside of the Townhome.

Maintenance Responsibilities at Deer Run

The Homeowners Association Offering Plan is the document that describes, among other things, the roles and responsibilities of the Homeowners and the Association for maintenance and repair of the buildings and land at Deer Run. You should have received a copy of this document when you purchased your unit. In order to help people, sort through this large document for this information, the Board has approved the summary below which focuses on the areas of possible confusion. Any differences between the Offering Plan and this list have been approved by the Board.

The Association is responsible for maintaining listed items at the condition of original construction. The Association is not responsible for repairing original construction defects or the effects thereof:

Maintenance, repair or replacement of **unit** components:

1. Wood trim/siding/shutters
2. Gutters/downspouts/storm sewers
3. Roof
4. Deck surface/steps/railing/supports
5. Dryer/fireplace exterior vents and inlets
6. Originally installed walks
7. Basement wall penetrations
8. Porches/stoops

Maintenance, repair or replacement of **common** components:

1. Roads/driveways/parking areas
2. Streetlights
3. Signs
4. Mailboxes
5. Fences
6. Water/sewers/utilities

Services:

1. Lawn mowing
2. Lawn/tree/bush fertilizing and weed/insect treatments
3. Mulching
4. Tree/bush trimming and replacement
5. Trash collection
6. Snowplowing from paved roads/driveways/parking areas
7. Gutter cleaning

Homeowners are responsible for:

Repair or replacement of:

1. Windows/window panes/skylights
2. Garage/exterior doors
3. Exterior lighting fixtures
4. Kitchen/furnace/water heater exterior vents and inlets
5. Foundation
6. Any modifications which have, or should have had, a variance

Services:

1. Snow removal from unit walks and stoops
2. Unit sanitary sewer line cleaning
3. Deck planting or other owner-installed planting
4. Lawn/plant watering

Please note that, in the case of water infiltration, these responsibilities require that a distinction be made between infiltration **around** a window or skylight (Association responsibility) or **through** a window or skylight (homeowner responsibility).

The contractors used for the Association services will, in some cases, provide the homeowner services, but these arrangements must be made directly with them and paid by the homeowner.