

BARKER ESTATES HOMEOWNERS ASSOCIATION, INC.

Rules and Regulations

Property Manager

Woodbridge Group Management
271 Marsh Road
Pittsford, New York 14534
(585) 385-3331

Approved edition 09/07/2024

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BARKER ESTATES HOMEOWNERS ASSOCIATION, INC.
RULES and REGULATIONS

INTRODUCTION

When you purchased your Townhome, you were given a copy of the Offering Plan (Prospectus), which outlines rules and regulations (Use of Property) Article VIII for living at Barker Estates. You were requested to sign a document stating that you had read the Offering Plan and agreed to abide by these rules and regulations. Therefore, your commitment to abide by these rules and regulations was established when you purchased your townhome. This commitment extends to your family, guests and tenants. Subsequent purchasers of property in Barker Estates are also equally responsible for compliance with the Offering Plan when they accept and sign the deed to their home.

The Board of Directors of Barker Estates Homeowners Association, Inc. pursuant to its Declaration and By-laws Article II, Section 1(a) and Article VII, Section 1(a), has adopted the following rules and regulations to become effective October 08, 2019. These rules and regulations replace all prior existing rules and regulations. 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, Barker Estates 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”.

DEFINITIONS

Common Areas – The entire Planned Unit Development known as Barker Estates, except for the land directly beneath the homes, decks and patios of the Homeowners. This includes driveways, roadways, concrete sidewalks, landscaping, signs, and lighting.

Homeowner – A member of the Association.

Homeowner’s Unit – The house, garage, front patio and rear patio or deck that comprise the titled property of the Homeowner.

Homeowner vs. Association Responsibility – See attached matrix.

GENERAL RULES

Each homeowner is responsible to keep the interior of his/her unit in good repair, clean, and free from debris. No signs, posters, messages, or similar objects may be hung in or from windows, or in the Common Area, except as noted herein. No objectionable window coverings such as bubble pack, etc. may be installed. No objectionable odors may be allowed to emanate from any unit. Any activity which will jeopardize the insurance coverage or insurance rates of the Association or

other neighbors is not permitted. The storage of hazardous materials is not permitted. Questions about the interpretation of any of these rules should be directed to the Property Manager.

1. Outside Appearance

Any proposed change to the appearance of the outside of a Barker Estates residence, or any problem with exterior maintenance must be submitted in writing to the Property Manager for action. Change requests must be submitted on a completed "Variance Form" for processing through the Board of Directors. The form is available through the Property Manager or a blank form is attached on Page 16 of this document.

2. Driveways and Roadways

Driveways and roadways are maintained on a scheduled basis by contracts which are handled by the Property Manager. Homeowners should notify the Property Manager if roadways are damaged.

3. Road Safety

The speed limit on Association roadways is 10 mph. Speeding and careless driving is forbidden on all roadways within the Association. Unlicensed drivers shall not operate a motor vehicle on Association property at any time.

4. Parking and Vehicles

It is important that all homeowners use common courtesy when parking vehicles. Homeowners parking will be limited to the owners' private driveway and garage. It is suggested that all homeowner's cars, light trucks and motorcycles (up to 2) be parked in the garage with the garage doors kept closed, except when the garage is being used by the Homeowner. This provides all Homeowners with privacy, uniformity, security and cleanliness. No overnight parking is permitted on the streets, unless associated with general maintenance by the Association, such as driveway sealing. Overnight or long-term guests should park in the homeowner's driveway or in the designated visitor parking area. **Visitor parking is intended for short term use only, and shall not exceed 5 days.** A variance should be requested if a guest short term parking will exceed 5 days. There is no parking on grass areas or along roadways in a manner to obstruct traffic/emergency vehicles. This also applies to Homeowners' repair/service agents.

Any boats, trailers, RV's, business vans, unregistered vehicles, or commercial vehicles may only be kept on Association premises as long as they are parked exclusively in the garages. Such vehicles are not permitted to be parked on driveways or in visitor parking areas. Powered non-highway vehicles, except for authorized maintenance equipment, may not be operated on Association property at any time. This includes, but is not limited to: mini-bikes, go-carts, snowmobiles, tractors, off road vehicles, etc. Skateboarding is also prohibited at all time on Association property.

Vehicle repairs shall be limited to minor repairs only, and shall be done in the Homeowner's garage with the doors closed. Vehicles may be washed and /or waxed in the Homeowner's driveway only. Motor oil, antifreeze, or other vehicles fluids, etc. are not allowed to be drained from vehicles or disposed of on Association property. This is per environmental and fire hazard protection laws. Violators may also be subject to government action.

5. This rule is intentionally left blank.

6. Exterior Maintenance and Modifications

All exterior maintenance is the responsibility of the Association with the exception of windows, skylights, doors (including garage doors), decks and patio fences. Homeowners may not re-paint any exterior surface or trim without obtaining prior Association approval. Upon approval, the Property Manager can provide the appropriate paint color information. The Homeowner is responsible for the purchase of any needed materials (including paint). Homeowners are responsible for keeping inside brick wall entrance, patios, decks and fences in good repair.

Roofs, ridge and soffit vents, and gutters and downspouts are replaced and maintained by the Association as needed under contracts which are handled by the Property Manager. Homeowners are not permitted to go on the roof area at any time. Homeowners should notify the Property Manager of any suspected damage or problem with a roof, gutter or downspout.

Any homeowner wishing to make exterior modifications to the outside of the homes, patios, decks, or the common areas must file a variance request and receive advance approval from the Board. Items which must be approved in advance include, but are not limited to: skylights, windows, doors, patios, decks, fences, outdoor lighting fixtures, indoor-outdoor carpeting, screen/storm doors, garage doors, trees, shrubs and perennials. Awnings or shutters are not permitted to be installed on the outside of the unit.

No Homeowner items may be placed in common areas. This includes such items as flagpoles, clotheslines, bird baths, play equipment, clothes posts, picnic tables, grilles and generators. A variance request may be made to the Board to temporarily use common areas for picnic tables or similar items for a special event.

All maintenance, repair and any damage caused by any Homeowner modifications are the responsibility of the Homeowner even if permitted by an approved variance. Any modification made without prior approval of the Board of Directors will be subject to removal by the Association at the homeowner's expense.

All approved variances that affect exteriors, including plantings in common areas, automatically assign maintenance responsibility for any improvements to the Homeowner rather than the Association. This maintenance responsibility remains with the unit and all subsequent owners. If the homeowner wishes to give up maintenance responsibilities, the homeowner must request and receive approval from the Board before the association assumes any responsibility for the maintenance of these common areas impacted by a previously approved variance. In addition, the homeowner improvements must be eliminated and the area restored to its previous condition at the homeowner's expense.

Garage doors should be closed at all times unless being used by the homeowner. Unattended open garages can attract unwanted animals, rodents, and uninvited intruders. This provides all homeowners with privacy, uniformity, security and cleanliness.

7. Interior Modifications

All work with respect to the interior of any unit shall be done during the hours of 8:00AM to 6:00PM Monday thru Saturday so as not to disturb the quiet use and enjoyment of other

homeowners. No structural changes are to be made to any unit without the advance approval of the Board. All building codes are to be followed, including obtaining any necessary permits at the owner's expense. Bedrooms or sleeping quarters are only permitted in any basement area if there are egress windows and all town codes are met. All contractors on Association property must provide Owners and the Association and Property Manager with a certificate of insurance naming each as additional insured on Liability and Worker's Compensation Insurance held by such contractor. No Insurance!! No permission to work!!

8. Insurance Obtained by Homeowners

All policies obtained by homeowners must contain waivers of subrogation and the liability of carriers. Insurance procured by the Board must not be affected or diminished by reason of any insurance obtained by a homeowner.

Homeowners need to make sure they have proper homeowner's insurance coverage for their personal property and property improvements that are not covered by the Master Insurance policy, and for personal liability. Questions should be directed to the Property Manager and/or your insurance agent.

9. Plantings

In conjunction with the planting and landscaping done by the Association, the following guidelines are provided for Homeowners who wish to supplement these plantings within the existing beds.

- All Homeowner plans to add plants, trees, shrubs or flowers **outside** of their patio wall shall be made by a variance request. This variance request should include a diagram showing the location, type and quantity of proposed plantings. Once approved, the Homeowner may install the landscaping.
- The Homeowner is responsible for any additional watering, maintenance, etc. that is required to ensure that the planting becomes viable and also for the future maintenance of planting beds of flowers.
- Planting vegetables, except in flower pots, is not permitted because they attract unwanted animals.
- Homeowners with plantings that have not received written approval shall be requested to remove them. If the plantings are not removed, the Property Manager shall remove them at the homeowner's expense.

Once the landscaping is installed, the Association will provide general maintenance, as specified in the contracts approved by the Board of Directors. The Association and the Association's landscape contractor are not liable for flowers planted that interfere with the normal pruning and maintenance of Association controlled planting areas.

Homeowners are requested not to trim or prune any Associations plantings. A request for pruning directly related to security or building problems must be made to the Property Manager. Other trimming and pruning will be done by the landscape contractor, who is responsible for the healthy condition and appearance of all Association plantings.

10. Exterior Decorations

Permanent exterior decorations are restricted to being placed on the Homeowner's front or rear patio. Temporary exterior decorations for Holidays may be displayed up to three (3) weeks prior and removed within two (2) weeks following the holiday. After these dates, the Board requires removal of displays and if not completed will remove them and charge the owner for costs of removal. The Board reserves the right to request decorations to be removed at any time.

A variance must be obtained for the installation of any lawn decoration on Association property, such as decorative banners or flags, bird feeders, bird baths, garden stakes, statues, windmills, etc. American flags (not larger than 30" x 48") may be displayed at any time if their display follows protocol (displays at night must be lighted, etc.). **Under no circumstances shall nails, screws or other fasteners penetrate or be affixed to the vinyl siding.**

11. Pets

Town ordinances regarding all animals shall govern all Barker Estates property. Homeowners may have no more than two (2) dogs or two (2) cats, fish kept in an aquarium or birds kept in a cage. No reptiles, insects or spiders are allowed. No animals, birds, reptiles or insects shall be kept or maintained on Association property. The Board, may, from time to time, impose reasonable rules and regulations setting forth the type of pets allowed.

Pets must not be permitted to bother neighbors with noise, mess or nuisance of any kind. Pet owners must clean up after their pets immediately and keep them leashed at all times. 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. No pet waste shall be deposited or left anywhere on the grounds. Pet waste must be removed immediately as it attracts rodents, insects, and causes landscape maintenance problems. If an animal is found that is in violation of these Rules and Regulations, the Association or its Managing Agent or their employees may contact any local municipal authority with power to impound animals without any liability on the part of the Association, its directors, agents or employees. 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.

12. Responsibility for Damages

In the event that property owned or maintained by the Association is damaged by negligence or culpable act of a Homeowner, the Homeowner should report the damage immediately to the Property Manager. The Association shall make any necessary repairs and the Homeowner shall reimburse the Association for said repairs. In this and in all matters, the Homeowner is fully responsible for any and all acts of guests, family members, agents, tenants, contractors, repair personnel, etc.

13. Exterior Antennae, etc.

No exterior radio, telegraphic, television, or other electronic antenna, dish or other transmitting or receiving device shall be erected on any residence or on any lot or other portion of the Association property, without the approval of the Board. A written and completed variance form is required prior to 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, Cable T.V. or Satellite Dish wires need to be concealed along the drip edge of siding 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. Association contractors will not be held responsible for cutting any unsecured wiring.

Satellite Dish Guidelines: Only one (1) satellite receiver dish of one (1) meter or smaller may be installed per unit. The variance for this type of antenna will require the exact location and method of attachment. Provide sketches if possible. Contractor needs to verify reception at this location before submission of variance. The contractors name, address, phone number and certificates of insurance for General Liability (\$1,000,000), (Workers Compensation – statutory limits) naming **Barker Estates Homeowners Association, Inc.** and **Woodbridge Group** as property manager as additional insured's is required. Contractor will also need to sign a hold harmless form.

- (a) All variance requests will be responded to within 30 days.
- (b) The cable shall wherever possible be concealed within the building.
- (c) The dish color shall be as unobtrusive as possible and as close in color to the building as possible.
- (d) Installer shall properly ground any external portion of antenna.
- (e) Property owner shall be responsible for any damage to the structure or common areas.
- (f) Lightning strikes or wind damage to the antenna shall be the owner's responsibility.
- (g) Any and All repairs to the antenna, mounting, or building including roof leaks are the owner's responsibility.
- (h) 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 Association may do so at the owner's expense. The Association will not be liable for any damage to the antenna caused by the removal or replacement.
- (i) 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.

Approved Antenna Locations:

- The rear patio area is desired and the height of the dish should not exceed the height of the patio fencing.
- If the rear patio area is not desirable for reception then the rear roof location is preferred. If rooftop location is necessary and to face the southwest requires frontal view then the antenna should be rear mounted with just the dish facing out over the rooftop for maximum concealment. Roof mounting requires proper sealant between the dish and shingles. Remember owners are responsible for any roof leaks and interior damage from perforations and antenna mounting, or cable connectors. Cable on roofs need to be secure and follow the drip edge or inside flashing areas for best concealment even if more cable is needed.

Prohibited Antenna Locations:

- No antenna shall be mounted on the siding, soffit, or trim.
- No antenna shall be mounted in shrub bed areas or lawns.
- No antenna will be permitted in any common areas.

The variance approval by the Board for the location of the satellite receiver shall be governed by the structural, maintenance, and appearance needs of the Association in its sole discretion.

14. Security Systems

Homeowner concerns with security should be addressed in the following manner. Video security cameras in a townhome community creates privacy issues with the monitoring of a neighbor's comings and goings in shared common property and requires guidelines for consideration.

- a. Internal security systems attached to doors and windows may be installed or maintained by the Homeowner subject to the following necessary rules. If the alarm system includes any exterior warning device such as a horn, light, siren, or similar, **the alarm system must be of the type that is continuously monitored 24/7 by a company staffed to provide such service or on a timed shut off of 15 minutes or less. The Homeowner, and not the Association, is responsible for all complaints and/or fees that result from unnecessary alarms or false alarm responses by public agencies.** Alarm company signs, if used, shall only be located on the Homeowners patio or within the brick front entrance way. An approved variance is not required for an internal security system.
- b. Doorbell camera systems require an approved variance before installation. Visual capture must not exceed your sidewalk or property. Camera may not view other units, windows or doors. If you have a shared courtyard and the neighbor's sidewalk is visible, the neighbor must agree in writing to the doorbell camera and this agreement must be submitted with your variance request.
- c. Driveway spotlights with cameras or voice recognition are not allowed in our community. A motion detector light fixture over the driveway. requires an approved variance in advance of installation.

15. Absence

Homeowners who leave their unit vacant for more than two (2) consecutive weeks shall notify the Property Manager of the duration of their absence and provide emergency contact information for use by the Association. Failure to do so may result in the Association asserting its legal right to access and enter the unit for emergency or maintenance purposes. The Association shall not be responsible for associated damage, loss, or inconvenience caused by such entry.

The Homeowner should ensure that the outside security light on the brick wall is operational with a new light bulb prior to their absence.

16. Toys, Sporting Equipment and Common Areas

Bicycles, toys, sporting goods and equipment of all kinds may not be used or left in the common areas. Blocking of roadways or sidewalks is not permitted. Sporting activities which could cause damage to Association or Homeowner property are not permitted. Homeowners are encouraged to use the town and school facilities across Barker Road for sporting activities.

17. Garage Sales

Garage Sales may be held only with the advance approval of the Board by a variance request. Each Homeowner will be permitted one (1) garage sale per calendar year. An approved garage sale will only be allowed for a maximum of two (2) days. Signs may be posted one day before the sale, and must be removed immediately after the sale is over. The areas around the homeowners unit should be taped off to restrict parking on the lawn areas. Any damage to Association property or landscaping by sale patrons is the responsibility of the Homeowner(s) holding the sale.

18. Advertising Signs

Advertising and Political signs, except for the “For Sale” sign, are not permitted on a lot or structure. A “For Sale” sign may be displayed only in the window of the unit being advertised. Realtor signs advertising a home open for inspection may be displayed on common property for not more than a total of eight (8) hours per week.

19. Trash and Recyclables Pickup

Trash pickup is provided by an Association contract with a private agency. All emptied containers must be stored in the Homeowner’s garage, and not on the patio or outside of the unit. Recyclables should be placed at the foot of the driveway either the night before or prior to 7:00 AM on the pickup date. Trash containers should be placed outside the garage door on trash collection day. Care must be taken to assure that the materials cannot blow around if the wind picks up before it is collected. Homeowners of 2 to 20 Stonington Drive are asked to place recyclables at the public road to reduce truck damage to the Association roadways.

New residents moving in and those homeowners having interior work should have the disposal items collected in containers or heavy-duty black plastic bags and put at the roadside on collection day.

20. Noise Pollution, Fire Safety and Restrictions

Noise - There shall be no excessive noise of any kind which will disturb the comfort of others, day or night. Homeowners should notify the County Sheriff of any noise complaints.

Fire Safety - No open flame devices are allowed in common areas, driveways or homeowner patios. This includes charcoal and wood burning grills, chimineas and fire pits. Gas grills can not be operated within 10 feet of the building or any combustible building material. Gas grills should not be left unattended.

Town, County and State ordinances and laws will be used as guidelines.

21. Security Lights

The light on the brick wall in front of each unit is operated by a sensor which will turn it on at dusk and off at dawn. These lights must be on and operable during hours of darkness. It is the responsibility of the Homeowner to replace bulbs. If the light unit does not operate properly, contact the Property Manager to make the necessary repairs. This regulation is made for the safety and security of all Homeowners. (It is recommended that a 60-watt or an equivalent exterior fluorescent bulb be used).

22. Sale of Units

Homeowners who sell or transfer ownership of their units are required to give written notification to the Property Manager two (2) weeks prior to the closing. All units are part of a planned urban development known as Barker Estates, and their only legal use is as single family private residences. All other uses are prohibited. Any home-based business must be operated within existing zoning codes, and all State, Federal and local laws. No business use shall violate these rules and regulations, particularly those regarding noise, vehicles, and parking.

23. Rental of Units

Homeowners contemplating renting their unit must contact the Property Manager in advance to secure a listing of the documents required to be provided. A homeowner may only lease his unit pursuant to a written lease on a single occasion during any consecutive twelve-month period for the tenant's sole use and occupancy. Tenants must adhere to the "single family occupancy" requirement of the Barker Estates Declaration and Town of Pittsford zoning ordinance.

A townhome unit cannot be leased to any person, corporation, Limited Liability Company, partnership or other business entity or its representative, agents, successors or assigns to provide temporary housing for transient employees, students, or other tenants. Leases may not be for a period of less than twelve (12) months. Subleasing by a tenant shall only be permitted with prior approval of the association board.

Tenants will be required to acknowledge receipt of copies of the Rules and Regulations as well as the Declaration and By-Laws and will be expected to comply in every respect. The Tenants must also comply with all Town of Pittsford ordinances. The Homeowner will be held responsible for any infractions or violations by the Tenant, their relatives, guests, agents, contactors, etc., including all expenses incurred by the Association.

In the event a tenant violates any provision of the Barker Estates Association Declaration, By-Laws, or Rules and Regulations, the Board or its Agent(s) shall notify the Owner of said violation. The homeowner shall be responsible for remedying any continuing violation immediately or no later than 10 days of the date of such notice when repairs need to be made. If the violation is not remedied within a ten (10) day period, or if the association board shall determine that the violation is of such a nature as to justify termination of the lease, then the association board shall notify the homeowner to immediately institute and diligently pursue, at the homeowner's sole cost and expense, an action in an appropriate court to remove the tenant from the townhome unit based upon the breach of the lease and/or for violation of the Declaration, By-Laws, or Rules and Regulations. In the event the homeowner fails to fulfill his obligations to pursue such an action, then the Board shall have the right, but not the duty, to institute and pursue such an action as attorney-in-fact for the homeowner, at the homeowner's expense, including but not limited to court costs, expenses and legal and other professional fees incurred.

Due to Federal lending policies and Mortgage guidelines, and to protect property values, the Barker Estates Association adheres to the policy that the total number of rental or non-occupied units cannot exceed 10% of the total number of townhome units at any given time. The board shall try to ensure that all owners who wish to lease their units are granted an opportunity to do so.

24. Commercial and Professional Activity on Property

No wholesale or retail business, service occupation or home business shall be conducted in or on any lot or other portion of the property without the prior consent of the Board.

25. Special Rules During Winter

When snow is falling, or is predicted, all vehicles must be promptly removed from the roadways, driveways, and parking areas. Failure to do so will result in failure of the plows to adequately clear the property of snow, causing inconvenience for all Homeowners. A lack of plowing or shoveling due to vehicle blockage will not be the Associations responsibility. Unattended cars left in “No Parking” areas may be towed at the owner’s expense without prior notification, to facilitate plowing for safety.

As soon as possible after significant snowfall, the Association will clear snow from the concrete sidewalks up to the front door of each home. After snow removal, the Homeowner is responsible for keeping their stoop and the walkway within their bricked entrance area ice free. Do not use rock salt on sidewalks, please use a calcium chloride product.

26. Owners Maintenance

Each homeowner is responsible for replacing the bulb as needed on the security light on the brick wall in front of each unit. Homeowners are responsible for keeping decks and fences in good repair. Pest remediation is a homeowner responsibility except for invasive pests causing structural damage such as carpenter ants and carpenter bees. Pet owners are responsible for ensuring that their pets do not bother neighbors with noise, mess or nuisance of any kind. Pet owners must immediately clean up after their pets. Lawn damage caused by owners, tenants, or their pets is also the responsibility of the homeowner.

27. 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, plus the maximum allowable interest rate.

28. Variance Request Procedure

Homeowner requests for exterior changes or modifications, or to request an exception to these Rules and Regulations, shall be made by filing a variance request with the Board of Directors. These forms can be obtained by calling the Property Manager who will forward the form to the Homeowner. A blank variance request form is also attached. The Homeowner may receive assistance in filling out these forms from the Property Manager, or from any member of the Board. After the Homeowner completes the form, it may be given to any Board Member, or sent to the Property Manager, who shall then present it to the Board for review. The decision of the Board shall be made in as timely a manner as possible and shall be communicated to the Homeowner in writing. If the Board cannot act without further information, the Homeowner will be given a request for further documentation. After review of the information requested, the Board shall communicate its decision to the Homeowner.

If the Homeowner does not wish to accept a negative decision of the Board, he or she may file a written appeal with the Board of Directors within 30 days. A hearing will be held by the Board of Directors at the next scheduled meeting following receipt of the appeal, or at a mutually acceptable

date. Both parties may request the presence of additional persons to present relevant information which may affect the decision.

The Board of Directors will then issue a final decision within 45 days thereafter.

29. Consent

Any consent or approval given under these rules and regulations may be amended at any time for reasonable cause by a resolution of the Board of Directors.

30. Supplements, Modifications, Repeals of these Rules

These rules and regulations may from time to time be supplemented, repealed or modified pursuant to the Declaration and By-Laws of the Association. Such additional or modified rules shall take effect when communicated in writing to all Association members.

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 "Offering Plan" in the interest of harmonious relationships and the quality of life for all concerned in the Barker Estates 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 Barker Estates 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, and written memo, and requested to eliminate 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 its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, plus 20% 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 \$50.00 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 "Barker Estates" 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.

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Attach any Future Amendment Page here

Barker Estates Homeowners Association Inc.

VARIANCE REQUEST

Return or Fax to:

Woodbridge Group
271 Marsh Road
Pittsford, NY 14534
FAX: 385-4693

Requested By:

Name: _____
Address: _____
Phone: _____
Date: _____

To: The Board of Directors:

I request permission to make the following changes to the exterior of my townhouse or to the common area of the community. I have attached a sketch of proposed changes, listed materials to be used, etc. (Please be specific. Extra sheets may be attached.)

Reason for request: _____

Length of Guarantee (if applicable): _____

Indicate future maintenance required by the Association: _____

Affected neighbors were notified of common area involvement? _____ Yes _____ NO

Name of contractor (company) who will do the work: _____

Contractor's certificate of insurance is attached or on file with HOA _____ Yes _____ No

Homeowner Signature _____

For Board of Directors Use

_____ **Approved** _____ ***Approved With Conditions (see attached)** _____ **Disapproved**

Date: _____ **Signature:** _____

Latest completion date after which any approval is automatically revoked and a new variance request is necessary: _____

Comments on final inspection by Board of Directors and/or Property Manager:

This change will _____ will not _____ become the responsibility of the unit owner financially as well as the maintenance and/or replacement.

**Barker Estates Homeowners
Responsibility Matrix**

**Association
Responsibility**

**Homeowners
Responsibility**

Plumbing, Heating and Cooling

Interior Plumbing		X
Exterior Plumbing	X	
Heating & Cooling Systems		X
Hose Bib (Outside Faucet)		X

Windows

Glass (Including Thermo Panes)		X
Window Frames & Sills		X
Window Hardware (Hinges, locks, etc.)		X
Painting (Interior)		X
Caulking & Weather Sealing (Interior)		X
Caulking & Weather Sealing (Exterior)	X	

Doors (including Garage Door)

Exterior Painting		X
Structural/Replacement		X

Concrete Floors and Sidewalks

Garage		X
Basement		X
Concrete Sidewalks to steps or stoop	X	

Walls

Foundation Cinder Block - Outside surface	X	
Foundation Cinder Block - Inside surface		X
Foundation Cinder Block Below Grade		X
Party Walls		X
Steel Basement Columns		X
Exterior Siding & Trim	X	

Front Porch and Steps

Structural		X
Snow Removal	X	
De-Icing after Snow Removal		X
Lighting - Bulb Replacement		X
Front Brick Walls	X	
Exterior Coach Fixtures (On Brick Wall)	X	
Other Lighting		X

**Barker Estates Homeowners
Responsibility Matrix**

**Association
Responsibility**

**Homeowners
Responsibility**

Sewers

Internal		X
External	X	

Rainwater/Snow Melt/Sumps

Gutters	X	
Downspouts	X	
Grading of Soil	X	
Storm Water	X	
Catch basins, Laterals & Downspouts	X	
Sump Pump & Check Valves		X
Interior Damage due to Roof Leaks	X	

Chimney's & Fireplaces

Interior Components		X
Chimney Liner		X
Exterior Components	X	
Cap	X	
Structural Framing	X	
Natural Gas or Propane Conversion		X

Decks/Rear Patios/Fences

Staining/Painting		X
Structure - Flooring & Walls		X

Owner Installed Improvements

Skylights & Associated Framing		X
Light Tubes		X
Damage Caused by Owner Improvements		X
Maintenance of Approved Exterior Improvements		X

Vent Installation/Maintenance

Dryer		X
Bathroom		X
Kitchen		X
Vacuum Cleaner		X
Soffit	X	
Ridge	X	

**Barker Estates Homeowners
Responsibility Matrix**

**Association
Responsibility**

**Homeowners
Responsibility**

Roof

Shingles	X	
Underlayment	X	
Sheathing	X	
Roof Vent	X	
Flashing	X	

Common Area Maintenance

Grass	X	
Trees	X	
Shrubs	X	
Roadways	X	
Sidewalks	X	
Driveways	X	
Curbs	X	
Street Lighting	X	
Fire Hydrants	X	
Mailboxes	X	

Services and Infrastructure

Electric – Exterior to meter	X	
Electric – Meter to interior		X
Street & Monumental Lighting	X	
Refuse & Recycling	X	
Snow Removal	X	
Pest Control	See Rule 26	See Rule 26
Cable TV		X
Telephone		X
Antennas/Satellite Dishes		X

Insurance – Structure & Common Areas

Fire	X	
Common Area Liability	X	
Umbrella	X	

Insurance - Personal

Personal Contents		X
Liability		X
Umbrella		X