

ERIE VILLAGE
HOMEOWNERS ASSOCIATION

**Rules and
Regulations**

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The following rules and regulations have been established by the Board of Directors of the Erie Village Homeowners Association and are taken directly or interpreted from the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Erie Village (hereafter “Covenants”). These rules and regulations are intended as a summary and do not limit or negate the Covenants in any way. They apply to all owners, residents, tenants, guests, and any others who use the common areas of Erie Village. These rules and regulations shall remain in effect until they are amended or rescinded by a majority vote of the Board of Directors.

Owners, residents, and tenants are responsible for complying with the restrictions in the Offering Plan, which includes the Covenants, whether they have read it or not, or whether a particular restriction appears in this summary or not. It is the owner’s responsibility to leave a copy of the Offering Plan in the dwelling unit for the next owner. The Offering Plan is available on the Erie Village Homeowners Association website at www.erievillagehoa.com or a copy can be purchased for a reasonable fee from the EVHOA office.

1.0 Occupancy: No unit shall be used except for residential purposes. Occupancy of the units shall be restricted to “One Family” occupancy as that term is used in the Covenants and is defined as:

- (1) An Individual
- (2) Two or more persons related by blood, marriage, adoption, or Guardianship
or
- (3) A group of not more than four persons not related by blood, marriage, adoption or guardianship living together as a single housekeeping unit in a dwelling or dwelling unit.

1.1 Owners who rent their units shall be responsible for compliance by their tenant(s) with the occupancy rules and regulations set forth herein.

2.0 Uses and Structures: No lot shall be used except for residential purposes. No building, carport, shack, tent, or any other structure may be erected, placed, or permitted to remain on any lot other than one attached, single family dwelling and garage. No building or any part thereof shall be used for any purpose except as a private dwelling for one family as defined in section 1.0, Occupancy.

2.1 A home office is permitted under the following conditions:

- (1) The home office is for an occupation or profession that is carried on solely by a member of the family residing in the dwelling unit.
- (2) The owner, resident, or tenant complies with all applicable zoning laws.
- (3) There are no visits to the dwelling unit by employees, customers, clients, patients, vendors, suppliers, or the like.

2.2 Except as noted above for a home office, no business or trade of any kind, professional office, noxious or offensive activity, shall be carried on at any unit, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

3.0 Motor Vehicles: No motor vehicle shall be parked or stored in any manner on any lot or portion of the common area, except for private passenger type pleasure automobiles only. A “private passenger type pleasure automobile” is defined as a sedan, motorcycle, minivan, station wagon, SUV, or pickup truck with no more than four wheels, which is designated primarily for

the transport of persons, and shall further include such other vehicles as may be authorized by the Board of Directors. All motor vehicles parked in Erie Village shall display valid license tags and inspection stickers and be maintained in proper operating condition and not be a nuisance by virtue of noise, emissions, fluid leakage, or appearance.

3.1 Boats, trailers, motor homes, campers, recreational vehicles such as ATVs and snowmobiles, and trucks with more than four wheels are prohibited from parking in driveways and common areas but may be parked in the resident's garage if practical. Upon approval by and in the sole discretion of the Board of Directors, motor homes, campers, and boat trailers may be temporarily parked in the resident's spaces for a period of not more than 48 hours if actively engaged in the act of loading, unloading or preparation for or recovery from use. At the discretion of the Board of Directors, this approval may be extended to include such vehicles belonging to guests temporarily visiting the resident.

3.2 Other than vehicles of tradesmen and contractors performing normal services in Erie Village, vehicles with commercial signage or advertising are not permitted to be parked in driveways or common areas. Such vehicles may be parked in the resident's garage if practical.

3.3 Vehicle maintenance such as, but not limited to, oil changes, engine tune ups, brake replacements, or repairs requiring the vehicle to be jacked up (except for changing a flat tire) or placed on ramps or blocks is not permitted. Ordinary, routine cosmetic maintenance such as washing, waxing, and cleaning the interior is permitted.

4.0 Parking: Each unit has a minimum of two spaces available for parking by residents and their guests. The primary space is in the garage and the secondary space is the driveway. However, in some areas of Erie Village there are designated common area overflow parking spaces available for use by residents and their guests for short term parking if needed. No vehicles shall be parked any place in the Village except in specifically designated parking areas. Parking spaces are not to be used for purposes other than to park those vehicles as identified above. Overflow parking areas are for **temporary parking only** and they are not to be used for the storage or long-term parking of vehicles.

4.1 Routine on street parking is prohibited as access is needed for service and emergency vehicles. Occasional, limited time parking for guests of a resident in the vicinity of the resident's unit for a social function is acceptable. Parking on the grass is not permitted. Parking at the beach requires a parking permit which can be obtained at the Erie Village Homeowners Association Office.

4.2 Storage and long-term parking as applied to the overflow parking areas are defined as "keeping vehicles that are not actively used in these areas for extended periods of time and are only intermittently removed for a brief period and then placed back in the overflow area." As noted above, this practice is not allowed.

5.0 Lakes and Ponds: All residents shall have reasonable access to lakes and ponds. Guests for all water activities, including fishing, must be accompanied by the resident. No owner or resident shall be entitled to the exclusive use of any water area or shoreline or be permitted to erect any dock, float, walkway, steps, fence, or like structure without written authorization from

the Homeowners Association. No motorized watercraft shall be permitted on any lake or pond. Watercraft that are permitted to be used on the lakes or ponds cannot be stored in any common area but may be stored under the resident's deck. Launching and removal of watercraft if done at the beach area must be done from the designated launch site to the left of the deck area.

5.1 Fishing by residents with the appropriate license is permitted in the lakes and ponds. Guests must be accompanied by the resident. Children under the age of 12 years must be supervised by an adult. For purpose of this rule, a person is considered an adult if he/she is 16 years of age or older. Fishing is not permitted at the beach area. As a courtesy to residents, fishing is not permitted in close proximity of a dwelling unit without the permission of that resident.

5.2 No winter activity such as ice skating, ice fishing, cross country skiing, snow shoeing, snowmobiling, or other presence on any frozen lake or pond is permitted.

6.0 **Beach:** A beach area is located on the northwest corner of the big (Erie) lake. Access to the beach is via a gravel path from Summerhaven Drive South across from Midlake Circle. The beach is for the exclusive use of owners, residents, and their guests. Guests must be accompanied by the resident. Swimming is not permitted after dark. The beach does not open for swimming until the Memorial Day weekend and closes at the end of September.

6.1 Beach passes and parking permits for owners and residents may be obtained from the Homeowners Association office with a limit of two of each per household. The beach pass should be displayed in plain sight (on a beach bag, article of clothing, beach chair, etc.) so that it can easily be discerned that the people using the beach are owners, residents, or guests.

6.2 No pets are permitted in the beach area when in use. Owners, residents, and guests are responsible for cleaning up the beach area when they leave and properly disposing of all trash. No alcohol, glass containers, bottles, plates, cups, or other breakable articles are permitted in the beach area. No running, horseplay, or other objectionable or loud activity that would disturb other owners, residents, and guests in the beach or surrounding areas is permitted.

7.0 **Plantings:** No owner, resident, or tenant shall plant or install any trees, bushes, shrubs, or other plantings, or authorize the same to be done, on any portion of his lot, including inside the white fence area, or any portion of the common areas, without the approval of the Architectural Control Committee. Such plantings shall not obstruct the view of any other lot owners or be placed in such a manner as to interfere with the painting or maintenance of the unit or have the potential to affect the structural integrity of the unit. Any plantings or landscaping done without the approval of the Architectural Control Committee will be removed at the owner's expense. All plantings installed by a unit owner shall be maintained, including pruning, and weeding, by the current owner at the current owner's sole cost and expense.

7.1 The area inside the white fence is the owner's responsibility to maintain in a reasonably satisfactory manner. This includes but is not limited to pruning, weeding, and removal of dead plants, as well as maintenance of the walkway and any patio area. Existing plantings or new plantings within the white fence area shall not exceed the height of the white fence unless, on a case-by-case basis and at the discretion of the Board of Directors, such plantings do not obstruct the view of other owners or interfere with painting and maintenance of the unit.

7.2 Perimeter plantings in front of the white fence, on the side of the unit, and behind the deck may be installed with the approval of the Architectural Control Committee. Perimeter plantings should not extend more than 3 to 4 feet from the white fence, side of the unit, or deck. In some cases, and at the discretion of the Board of Directors, the 3 to 4 Foot limit may be extended to accommodate curved landscaping designs if the design serves to enhance the overall appearance of the planting. Such perimeter plantings shall be maintained by the current owner, even if installed by a previous owner. Should the current owner decide to remove perimeter plantings installed by a previous owner, such removal will be at the current owner's sole cost and expense after receiving approval from the Architectural Control Committee. Existing wooden walkway, courtyard and deck fences themselves are maintained by the Homeowner's Association.

8.0 Architectural Control: No building, fence, wall or other structure, and no change in topography, landscaping, or any other item constructed by the developer, shall be commenced, erected or maintained in Erie Village, nor shall any exterior addition, change, or alteration, including painting, be made to the exterior of any unit until the plans and specifications showing the nature, kind, shape, height, material, color, and locations of the same shall have been submitted on an Architectural Change Request form and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee or the Board of Directors of the Association.

8.1 The Architectural Control Committee or the Board of Directors may also require that any submitted request be subject to the written consent of adjacent homeowners.

8.2 Typical projects that require Architectural approval include, but are not limited to, new plantings and landscaping both inside the white fence (courtyard area) and outside the white fence (perimeter plantings), installation or replacement of gutters, storm doors, walkways and patios, dish antennas, repair/replacement of deck surface, installation of deck stairs to ground level, installation of a deck gazebo, replacement of the outdoor air conditioning unit, installation of ductless air conditioning units and vents for high efficiency furnace units. Contractors and vendors working on these types of projects or in the common area must have adequate insurance coverage.

8.3 Examples of projects that require both Architectural approval **and** a permit from the Town of Manlius are installation of generators, ramps, gas fireplaces, hot tubs, increasing the size of basement windows for egress purposes, and replacement/extension of decks which include the deck support structure.

8.4 Examples of projects that do not require Architectural approval are power washing and sealing of decks, removal of dead plantings, trimming bushes, weeding, planting of annuals, refreshing of mulch and minor cleanup in **existing** courtyard and perimeter planted areas.

8.5 Architectural Change Request Forms are available at the EVHOA office or online at www.erievillagehoa.com. Completed forms can be dropped off at the office or emailed to evarchitecture1@gmail.com.

9.0 Signs: No sign of any kind shall be displayed to the public view on any dwelling or lot, except a one family name sign of not more than one hundred square inches may be displayed on the exterior of the unit. A temporary sign of not more than two square feet advertising the property for sale may be displayed in a window only. No such sign shall be illuminated.

9.1 Temporary signs announcing lawn care weed control activity, garage sales, real estate open houses, or other Erie Village community activity approved by the Board of Directors shall be permitted provided the signs are removed in a timely fashion following the conclusion of the event. Political campaign and contractor signs are not permitted.

10.0 Drilling and Mining: No drilling, development operations, refining, quarrying, or mining operations of any kind are permitted upon or in any lot or common area, nor shall wells, tanks, excavations, or shafts be permitted.

11.0 Animals: No animals, livestock or poultry of any kind shall be raised, bred, or kept in any dwelling or on any lot, except that dogs, cats or other domesticated household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and provided that not more than a total of two pets are kept in any dwelling.

11.1 When outside, dogs must be on a leash and are not permitted to run loose, bark uncontrollably, or be a nuisance to other homeowners. Owners must clean up after their pets. Allowing your dog to run loose within Erie Village or bark uncontrollably can result in a fine from the Homeowners Association. Owners must clean up after their pets. This includes all the common area grounds and the nature trail. This includes the area within the white fence, all common areas, and the nature trail. Invisible fences are not permitted to be installed.

12.0 Garbage and Rubbish: Garbage and rubbish shall not be dumped or allowed to remain on any lot but shall be deposited in sealed plastic bags **and** placed in the gray trash bins for collection.

12.1 Brush: Brush and garden waste are not to be placed in the gray trash bins. This material may be dropped off at the Town of Manlius Highway Department located at 5970 Clemons Road weekdays between 7:00 am to 3:00 pm. For more information about brush removal, call the Town of Manlius at 315-637-8815 or visit their website at www.townofmanlius.org.

13.0 Laundry: Laundry poles, lines and the like outside the dwelling are not permitted. Laundry, including beach towels, may not be hung in any manner outside the dwelling, including on the deck or inside the white fence.

14.0 Antennas: In accordance with the Telecommunications Act of 1996, installation of antennas/satellite dishes not larger than one meter (39") shall be permitted upon approval of the Architectural Control Committee.

14.1 Antennas/satellite dishes should be selected and located to the extent possible, to minimize their appearance from the street and neighboring properties. The location should take advantage of screening provided by existing structures and/or vegetation. Antennas/satellite dishes are not permitted to be installed on roofs. They should not be placed in areas where they would constitute a safety hazard. All installations shall be in accordance with the Association's rules and regulations.

14.2 All wiring for antennas and satellite dishes must be properly secured. In some instances, wiring may be required to be concealed. Each owner shall maintain any antenna/satellite dish in a reasonable manner so as not to become unsightly.

14.3 The owner is responsible for moving the antenna/satellite dish if the Association must maintain, repair, or replace the area where it has been installed. The cost of removal and re-installation shall be the sole responsibility of the owner.

14.4 Each owner, at the owner's sole cost and expense, shall remove any antenna/satellite dish upon cessation of its use. In addition, the owner shall be responsible for the cost to repair any resulting damage from the removal of the antenna/satellite dish for any reason.

15.0 **Fences:** No fence, fabricated, naturally growing, or otherwise shall be erected or planted on any lot or attached to the exterior of any dwelling without the approval of the Architectural Control Committee.

16.0 **Common Area:** Firepits are not allowed at any time on decks and patios or in the common grounds of Erie Village. This is in direct line with restrictions set forth by the Town of Manlius Office of Code Enforcement.

16.1 No personal items such as, but not limited to, boats, grills, deck furniture, toys, bicycles, tool cabinets, etc. are permitted to be stored in the common area. No bird feeders should be placed in the common areas either free standing or attached to trees. Bird feeders are allowed inside white fenced areas or affixed to fence/deck railings.

17.0 **Displays:** Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a dwelling, white fence, or deck fence without the approval of the Architectural Control Committee, except that holiday decorations may be displayed provided they are put up no sooner than the Thanksgiving weekend and removed by January 31st of the following year.

18.0 **Awnings:** No awning or canopy shall be affixed to or placed upon the exterior walls, doors, windows, roof, or any part thereof without the approval of the Architectural Control Committee.

19.0 **Noise and Odors:** Owners shall not cause or permit any unusual or objectionable noise or odors to emanate from their units.

19.1 This also includes low frequency vibrations, or a thumping noise, generated by excessive volume settings of stereo equipment and transferring through the building structure into adjacent units.

20.0 **Decks:** Owners are responsible for maintaining their decks and stairs. It is recommended that the deck be power washed and sealed every two years. Prior Architectural Control Committee approval is not required. Approved colors for deck sealing are clear, cedar, gray, and brown. To maintain architectural harmony, the deck fascia, or skirt, is painted gray to match the building siding color by the Homeowner's Association as part of the regular repainting schedule. The deck railing and privacy fence are maintained by the Homeowner's Association.

20.1 No personal items other than watercraft approved for usage on the lakes and ponds may be stored under the deck. Only items intended for usage on a deck such as outdoor furniture, grills, shade umbrellas, and the like may be stored on the deck. When not practical to store under the

deck, watercraft may be stored on the deck during the boating season. Firewood may not be stored on or under a deck.

20.2 Gazebos if approved by the Architectural Control Committee and with the consent of adjacent owners may be installed on a deck for the duration of the summer season. The gazebo, including supporting framework, must be removed at the conclusion of the season.

20.3 **Grills:** To comply with insurance requirements, only gas grills can be used on the deck. When in use grills should be positioned at the deck railing and not against the townhouse wall or privacy fence. It is recommended that a resident install a concrete or paving stone pad adjacent to the deck that the grill can be placed on when in use. **A pad no larger than the size of your grill can be placed adjacent to the deck stairs.** Charcoal or wood fired grills and hibachi style grills are not permitted on the deck.

21.0 **Disrepair of Premises:** In the event the owner or the owner's tenant fails to maintain the premises and the improvements situated thereon in a manner reasonably satisfactory to the Board of Directors of the Association, upon the direction of the Board of Directors, it shall have the right, through its agents and employees, after reasonable written notice to the owner, to enter upon said premises and to repair, maintain and restore the premises and exterior of the buildings and any other improvements erected thereon. The cost of such work shall be borne solely by the owner of such premises and shall be added to and become part of the assessment to which such premises is subject.

21.1 The requirement to maintain the premises in a satisfactory condition shall include the area inside the white fence, perimeter plantings, decks, deck support structures, and deck stairs to ground level, and any other improvement approved by the Architectural Control Committee. This requirement includes any damage caused by the owner, tenant, or visitor.

21.2 Owners or owners with tenants who violate any of these restrictions shall be sent a letter indicating the violation and requesting that the property be brought into compliance. If the property is not brought into compliance within a reasonable time, a second notification will be sent to the owner requiring compliance within 10 days. Further failure to comply will cause the Board of Directors to hire the necessary contractors to effectuate compliance and all charges shall be added to the owner's monthly assessment and shall be a lien against the premises. All notices sent to the owner will be by 1st Class Mail.

22.0 **Tenants/Renters:** Owners who lease their units are responsible for the actions of their tenant(s) and shall not be relieved of any obligation under the covenants and restrictions of the Declaration, the By-Laws of the Association or these rules and regulations. Owners shall provide a copy of the Residents Guide to their tenants. Nothing less than the entire unit shall be leased to a tenant.

22.1 All leases shall be in writing. It is recommended that the lease contain a clause requiring the lessee(s) to comply with the requirements of the restrictive covenants, the By-Laws, and the Association's rules and regulations, as well as all local and state laws regarding use of property or be subject to eviction. Both the owner and tenant(s) must provide completed Resident Information Forms containing their name, telephone number, and email address to the Association.

22.2 In the event of a violation of any covenant, restriction, By-Law or any rule or regulation of the Association, the Secretary or other Officer shall mail a written "Notice to Cure" to both owner and tenant at the addresses provided on their respective Resident Information Forms. Said Notice shall set forth the specific violation(s) and provide 10 days to comply as appropriate. Should the owner or tenant fail to cure the violation(s), the Board of Directors, in its sole discretion, may utilize any one of the enforcement mechanisms provided in Section 23, Enforcement.

23.0 **Enforcement:** The Association and any owner shall have the right to enforce these covenants, restrictions, and rules and regulations by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant, restriction, or rules and regulations, or failing to pay any assessment, to restrain violations, to require specific performance and/or recover damages, and against the land to enforce any lien created by the covenants. Primary right to bring suit hereunder is vested in the Association and no action or proceeding shall be commenced by any other party in interest without such party first having notified the Board of Directors of the Association of the matter in question and having allowed the Board sixty days within which to commence the requested legal proceeding. Failure to enforce any covenant, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter. All expenses of enforcement, including without limitation, interest, costs, and reasonable attorneys' fees shall be specifically chargeable to the owner of the lot violating these covenants, restrictions, rules, and regulations and shall constitute a lien thereon, collectible immediately and in the same manner as assessments hereunder.

23.1 Should an owner or tenant be in violation any covenant, restriction, rule, or regulation, the owner will be contacted verbally by an Officer of the Association, appropriate Committee member, or Maintenance Manager and requested to correct the violation.

23.2 Should the owner fail to remedy the violation within a reasonable time, a second notification in the form of a letter will be sent to the owner by, 1st class mail, requiring compliance within 10 days. Should the owner fail to remedy the violation within the 10-day period, a fine of up to \$250 at the discretion of the Board of Directors, will be imposed and, if not paid, will become a lien against the property.

23.3 Should an owner continue to ignore the requests to remedy the violation, a second letter will be sent to the owner by, 1st class mail, indicating that additional fines up to \$250 will be imposed each month until the violation is corrected. Accumulated fines not paid will become a lien against the property.

23.4 In extreme cases, such as violations of noise and occupancy rules and regulations, the Board of Directors may impose a fine of up to \$250 every week until the violation is corrected.

23.5 If an owner allows the area within the white fence, perimeter plantings, or deck to fall into disrepair as may be identified by the Maintenance Manager, Architectural Control Committee, or complaints from neighbors, and does not bring the property into compliance following the verbal and written notification described above, the Board of Directors may hire the necessary contractors to effectuate compliance and all charges shall be added to the owner's monthly assessment and, if not paid, will become a lien against the property.

23.6 Violations can be brought to the attention of the EVHOA Board of Directors by a complaint from a resident, the casual observation by a Board member, or a result of the springtime maintenance walk around. It is not the intention of the Board of Directors to actively police the community and search out possible violations. When a resident observes a neighbor's violation, the Board of Directors encourages neighbors to first attempt to resolve the issue between themselves before coming to the Board of Directors for resolution.

24.0 **Insurance:** The Erie Village HOA master insurance policy has coverage limitations. The master insurance policy covers the building structures and common areas. The Homeowners Association is not responsible for interior damage to units or the contents of units. See Article VIII, Section 1 of the Offering Plan. It is necessary for the individual unit owner to obtain additional coverage under a personal policy. This is called an HO-6 policy. Please consult with your insurance agent.

24.1 Our current insurance agency is OneGroup Insurance. If your mortgage or lending holder requires a Certificate of Insurance from the Erie Village Homeowners Association, please contact Denise Conti, 315-280-6322, dconti@onegroup.com. Denise will also be able to send a certificate of insurance.

As previously stated under section 16.0 - Firepits are not allowed at any time on decks and patios or in the common grounds of Erie Village. This is in direct line with restrictions set forth by the Town of Manlius Office of Code Enforcement.

If you have any other questions regarding insurance, contact the EVHOA office at 315-656-5148 or e-mail at EVHOA@cnyemail.com