

Villas at Wheatfield Lakes Homeowners Association, Inc.

Wheatfield, New York

Villas at Wheatfield Lakes HOA Mission Statement

“To maintain, insure and protect the beauty and safety of common areas in the Villas at Wheatfield Lakes community. To always proceed with the best interest of Villas at Wheatfield Lakes owners top of mind.”

Rules & Regulations



This document is designed to be a reference guide of the rules, regulations and guidelines governing the Homeowners Association.

This document does not replace the existing covenants governing the Homeowners Association. These rules do not supersede the rules of the “Master” Wheatfield Lakes Association.

This document should be retained with the legal documents for your unit and transferred to the new owner upon sale of your home.

Adopted by resolution of the Board of Directors of
Villas at Wheatfield Lakes Villas Homeowners Association, Inc.

March 10, 2014

Association Manager:

Clover Management • 348 Harris Hill Road • Williamsville, New York 14221 • Tel: (716) 688-4503 • Fax: (716) 688-1439

LETTER OF INTRODUCTION

TO: Owners at Villas at Wheatfield Lakes Homeowners Association

The Board of Directors and your neighbors in the Villas at Wheatfield Lakes wish to foster our mutual sense of living in a friendly cared for community. We want to preserve, beautify and improve our community. To the end of improving our mutual interests, the Board has adopted these Rules and Regulations for the Association.

These rules are set forth in the legal documents provided to you at the time of purchase. This booklet is supplemental to the original documents. This booklet does not replace the legal documents. Any inconsistencies between the booklet and the legal documents will be resolved in favor of the legal documents.

It is imperative that each resident of the Villas at Wheatfield Lakes understand and take personal responsibility for enforcing these rules and regulations. We are anxious to maintain the value of our property. This can be done by keeping our own area clean, attractive, and safe for ourselves and those who reside nearby.

Any complaints are to be sent in writing to our managing agent (Jeff Hawkes) at:

Clover Management
348 Harris Hill Road
Williamsville NY 14221
(716) 688-4503

It is the obligation of the Board to develop and enforce regulations for the protection of the property and to ensure the safety, comfort, and security of each resident. These rules and regulations are subject to amendments and revisions as may be necessary.

Only through your cooperation and compliance will these rules be successful in accomplishing their stated purpose.

Thank you.

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Introduction to Homeowners Association Living

Association Responsibilities

Community associations are created to provide exclusive benefits to the owners within a specific real estate development. The responsibilities may vary with each community, and are in accordance with the desires of the association members and their elected Board of Directors.

The specific duties and responsibilities of a community association are found within their unique set of governing documents. These governing documents typically consist of:

1. Declaration of Covenants, Conditions & Restrictions (also called a Declaration; Covenants; CC&Rs; or Master Deed) - Creates the community association, contains the deed restrictions, establishes mandatory membership and payment of assessments.
2. Bylaws - Defines how the association is to be operated.

In general, the duties and responsibilities of a community association consist of any combination of the following areas:

Common Areas

Community common areas can be as little as a sign and median strip at the front entrance to a small single-family home community, to as large as a planned community of 25,000 homes which contains extensive green space (parks, trails), recreational facilities (marinas, clubhouses, pools, tennis courts), streets and parking areas.

Deed Restrictions

Deed restrictions are recorded within the governing documents and provide specific common standards of conduct for the entire community. Common examples of deed restrictions include restrictions on the size and number of pets, limitations on parking and types of vehicles, renting of the home, age restriction of residents, business use of the home, and maintaining the appearance of the property. Deed restrictions are not easily changed, and usually require a significant majority vote of the membership to amend. The Board of Directors is charged with enforcing the deed restrictions, and may not ignore or selectively enforce the restrictions. Violations of deed restrictions may result in a temporary suspension of privileges, removal of the violation with associated costs charged to the member, or monetary fines.

In addition to the deed restrictions, the governing documents usually grant authority to the Board of Directors to adopt rules and regulations governing the association. Common examples of rules and regulations include parking limitations and types of vehicles, policing of pets, and use of common area facilities. The Board may adopt, amend, or remove rules and regulations at its discretion.

Architectural Control

Architectural control provides the mechanism to ensure that the character and aesthetic harmony of the community is maintained in subsequent years, and protected from a gradual deterioration of standards. Prior to purchasing a home in a community association, a prospective buyer should review the architectural restrictions to ensure agreement with standards. Architectural control restrictions are designed to maintain the aesthetic harmony of the community, and thereby also to protect property values. Over time, residents will make modifications to the exteriors of their homes - whether necessary or not - such as changing the paint color or roofing materials, and the addition of landscaping, fences, decks and play areas. Without an architectural standard, these

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gradual changes can easily affect the appearance of the community. These gradual changes may be perceived as weakening the spirit of common design and neighborhood aesthetic, which may then affect property values.

Appearance is not only limited to upgrades or changes, but also to neglect. Not everyone takes pride in the appearance of their home and yard. Imagine how you would feel to live next door to a home where the grass was not cut and the landscaping consisted of dead bushes, paint that is peeling on the house, and an old trailer with a torn tarp is parked in the street. Architectural control standards help ensure that this situation does not happen with your neighbors, so that your - and their - property values are protected.

Services & Maintenance Responsibilities

Maintenance and repair responsibilities coordinated by the association provide consistent appearance and quality of work throughout the community, as well as the time-saving benefit for the members. The collective group purchasing power provides for economical services for the common enjoyment of all residents.

Protection of Property Values

Although usually not specifically listed within the governing documents, one of the primary purposes of an association is to protect property values. Whenever someone allows the appearance of their yard and home to seriously deteriorate, it often negatively impacts their neighbors and their property values. Compliance with common standards helps to ensure the pleasing appearance of the community, the marketability of homes, and maximizes - if not enhances - their collective property values.

Quality of Lifestyle

Another association purpose usually not stated within the governing documents is to maintain a quality of lifestyle for all of the community residents. All too often, we lock ourselves into our homes without having the opportunity to enjoy the company of our neighbors while celebrating the various traditions and festivities during the year. The association can and should act as the vehicle to help bring neighbors together to foster a sense of community.

Board Responsibilities

Community associations are governed by Boards of Directors, which consist of persons democratically elected by their membership. Elections to the Board are held at the association's annual meeting, and members typically serve staggered, multi-year terms. During the initial development of the community, the Board is often composed of members selected by the developer to ensure the community is completed as originally planned.

As in other forms of representative government (federal, state and local), the association members elect persons whom they believe will devote the time and will best represent their interests. The Board representatives have a fiduciary duty to use good business judgment and to put the best interests of the entire community ahead of their own personal interests.

The Board is empowered to make all of the operational decisions affecting the community association, with the exception of certain powers which are specified in the governing documents and reserved exclusively for the membership (such as approval of special assessments or increases to annual assessments above a particular amount, or election and removal of directors).

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The Board is required to comply with all of the mandates cited within the governing documents, and should also represent the collective needs and desires of the membership. The Board usually has the authority to determine the broad range of quality and quantity of services provided by or for the association. For example, if the governing documents state that the association shall be responsible for the maintenance of the grounds, the Board may either select a contractor to perform a minimal level of service, or hire a full-time on-site grounds crew to provide the highest level of care - choices which result in a correspondingly wide-range of costs to the members.

The Board is ultimately responsible for the oversight of the community association ("the buck stops with the Board"). Although the Board may retain and delegate some of its duties to contractors and professionals, the Board is still ultimately responsible for the duties it may have assigned to others.

Homeowner Responsibilities

When someone purchases a property within a community association, a deed restriction on that property provides that the property owner automatically becomes a member of that community association, and continues to be a member of the association until they no longer own the property.

Just as the community association has certain responsibilities to its members, the members also have certain legal responsibilities to their community association. These responsibilities can typically be categorized into three areas:

1. Comply with the deed restrictions in the governing documents and rules and regulations lawfully adopted by the Board
2. Comply with the architectural control restrictions
3. Pay the homeowners proportionate share of the expenses to operate the association.

Paying for the Association's Operations

A community association typically has a wide range of services which it can provide for its members, as well as corresponding costs. The homeowner's voice and election of Board members determine the level of service provided, and the ultimate costs to the members. Community associations depend upon their members to make timely payments of assessments to ensure all obligations can continue to be met.

Association Manager:

GENERAL COVENANTS AND RESTRICTIONS

Section 10.01 No Immoral or Unlawful Use. No immoral, improper offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be cured or corrected by and at the sole expense of the Unit Owner or the Board of Directors, as the case may be, responsible for such violation, provided that, upon failure of a Unit Owner to cure or correct such violation after ten (10) day's written notice, the Board of Directors may, at such Unit Owner's expense, payable in the same manner as an assessment against such Unit, cure or correct such violation on such Unit Owner's behalf or commence appropriate legal proceedings to enjoin or restrain such violation.

Section 10.02 Advertising and Signs. Except for signs erected by or with the permission of the Sponsor in connection with the initial development, lease or sale of Lots or Units, no additional sign or other advertising device of any nature shall be placed for display to the public view on any Lot or Unit or other portion of Property including rights-of-way (including temporary signs advertising property for sale or rent). This section shall not be amended or modified without the written consent of Sponsor, so long as Sponsor holds title to any Lot, Unit or other portion of the Property or Additional Property.

Section 10.03 Pets. Owners shall be permitted to keep or maintain no more than two (2) dogs and/or two (2) house cats within their Unit. Any pets so owned by Owners shall be properly controlled and shall not be permitted to run loose or to be chained outdoors so as to constitute a nuisance to other Owners. Owners must accompany their pets and have their pets leashed at all times when outside the Lot owned by the respective Owner and shall clean up after their pets. Owners must also comply with any local leash laws relative to their pets. The Board of Directors may, from time to time, impose reasonable rules and regulations setting forth the type and number of pets, including fish, birds and insects, and may prohibit certain types and breeds of animals entirely.

Pets cannot be outdoors unless properly leashed or fenced in by either a physical fence or electronic fence system. All pets must be on a leash not exceeding eight (8) feet in length and in control by a responsible person. Owners are responsible to insure that their pets behave in an appropriate manner with due consideration to noise, health and the general well-being of other members of the Association. The Owner who houses the pet (or any visiting pet) shall be responsible to clean up after the pet and keep the animal within the confines of his or her home. The Board of Directors of the Association shall have the right to require any Owner (or any family member or guest of any Owner) to remove any animal if, in the opinion of the Board of Directors, acting in its sole discretion, such animal is creating a nuisance because, e.g. the Owner does not clean up after the animal, the animal is too noisy, or the animal is not properly controlled. No pet shall be allowed to bark, howl, or make other loud noise for such an unreasonable time as disturbs neighbors' rest or peaceful enjoyment of their home or the common elements. New York State Law requires all dogs over the age of four (4) months be licensed. No known vicious types of pets shall be allowed. No tenants or lessees shall be permitted to have pets in any home without the express written consent of the Owner. No animals shall be bred or maintained for commercial purposes. All Owners currently keeping dog(s) must complete a pet registration form (enclosed) and return it to the Association.

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Prohibited Dog Breeds. *Dogs of any degree of lineage of the following breeds are strictly prohibited: Akita, Pit Bull, Rottweiler, Husky, German Shepherd, Alaskan Malamute, Doberman Pinscher, and Chow (For the purposes of this regulation a "Pit Bull" is defined as an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.)*

Section 10.04 Fences, Structures, etc. No fences, walls, swimming pools storage sheds, playground or swing sets, portable basketball equipment, satellite dishes (except as otherwise permitted by law), outbuildings or other structures of any kind whatsoever shall be placed or erected on any Lot or Unit within the Property without the prior written consent of the Board of Directors after submission and approval of plans therefor. In no event shall chain link or wooden stockade fences be allowed. One (1) hot tub or spa may be placed or erected in the rear yard of a Lot in a location to be approved in advance by the Board of Directors. No such hot tub or spa shall be located more than twenty (20) feet from the rear foundation wall of the dwelling Unit located on the Lot.

Section 10.05 Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material shall be kept, stored or allowed to accumulate outdoors of any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property. Such containers may be placed in the open within 24 hours of a scheduled pickup to provide access to persons making such pickup. The Board of Directors may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the Property.

Section 10.06 Nuisances, Noxious or Offensive Activities. No nuisances, noxious or offensive activities shall be carried out upon any portion of the Property, nor shall anything be done thereon that may be or become a source of nuisance or annoyance to the Unit Owners or occupants or which interferes with the peaceful possession or proper use of the Property by the Unit Owners or occupants.

Noises & Odors. *No Owner shall cause or permit any disturbing noises or objectionable odors to be produced upon or to emanate from his home, Garage space, patio area, the Common Elements or any other portion of the Property. No noise from the use of any kitchen appliances, tools, parties, social gatherings, music, entertainment or activity of any kind whatsoever shall be permitted such that it can be heard between the hours of 11:00 p.m. and 7:00 a.m. from inside any other home, regardless of whether the windows of such other Unit are open. Noise that is unnecessary or otherwise unreasonable under the circumstances is prohibited at all times.*

Section 10.07 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 erected or transported onto any portion of the Property except with the consent of the Board of Directors. This restriction shall not apply to the Developer during the course of construction. One (1) shed no larger than eight (8) feet by ten (10) feet in size may be placed or erected in the rear yard of a Lot. The design and materials of such shed, as well as location thereof, must be approved in advance by the Board of Directors. The roofing materials of any such approved shed shall be of the same design, color and materials as the roof of the dwelling Unit located on the Lot.

Section 10.08 Trees and Other Natural Features. After the transfer of title by the Sponsor to a Lot or other portion of the Property, no trees shall be removed from any

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such transferred Lot or other portion of the Property except with the permission of the Board of Directors. The Board of Directors, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property.

Section 10.09 Residential Use Only. Except for the Sponsor's right to use Lots, Units or other portions of the Property for a sales center, models or for storage as provided in Section 10.09 below, the Unit, whether occupied or leased out by the Unit Owner, shall be used for residential purposes only.

Section 10.10 Commercial and Professional Activity on Property. No wholesale, retail or any other business of any kind whatsoever, including any salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Lot or Unit or other portion of the Property without the consent of the Board of Directors, except (i) by the Sponsor in conjunction with the initial construction, development, lease and sale of Lots and Units, and (ii) the conduction of business by telephone. This restriction is not intended to preclude the operation of any in-home office for purposes other than those set forth above.

Section 10.11 Outdoor Repair Work. With respect to a Unit or other portion of the Property to which title has been transferred to by the Sponsor, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on such Lot or portion thereof.

Section 10.12 Oversized, Commercial and Unlicensed Vehicles. Unless used on connection with the construction or sale of Units by the Sponsor, or maintenance of the Property, or unless otherwise consented to the Board of Directors, no recreational, oversized or commercial vehicle shall be placed or parked on any Lot or roadway on the Property except for purposes of loading or unloading. Recreational, oversized or commercial vehicle shall mean and refer to any recreational, oversized or commercial vehicle, motor home, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other recreational or commercial transportation device of any kind. Unlicensed vehicles of any type shall not be permitted to remain on the Property.

Section 10.13 Clotheslines. No outdoor drying or airing of any clothing or bedding shall be permitted within the Property unless authorized by the Board of Directors.

Section 10.14 No Overnight Parking on Private Roads. No overnight parking along the private roadways within the Property shall be permitted between the hours of 1:00 a.m. to 7:00 a.m.

Odd/Even Parking Regulation. Drivers are prohibited from parking on the odd-numbered side of Skylark Lane on even-numbered days and on the even-numbered side of Skylark Lane on odd-numbered days. Your Board of Directors would like to generally discourage parking on the street – especially on Thursday mornings when the garbage and recycling trucks are collecting.

Speed Limit. The speed limit on Skylark Lane is **15 mph**.

Section 10.15 Lease of Entire Unit Only. An Owner shall not lease any portion of a Unit (other than the entire Unit).

Section 10.16 Snowmobiles, etc. No snowmobile, *unlicensed* motorbike, all terrain vehicle or similar motor vehicle shall be operated on any portion of the Property except with the consent of the Board of Directors.

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Section 10.17 Initial Lease Term of Unit. No lease of a Unit shall be for an initial term of less than six (6) months.

Use of Pond/Lakes. No boating, swimming, fishing, wading, ice skating or any use requiring entry into the retention basins is permitted. No dock, deck, pier or other projection may be constructed over, onto or in any pond, lake or other association property.

No Playing on Private Roads. No playing any sports or games on the private roads (Skylark Lane).

Notices to Tenants. The Owner is responsible to provide his tenant with true, accurate and complete copies of the Declaration, By-Laws, Rules and Regulations in force and any and all other statements of policy or communications from the Board of Directors and/or the Community Association Manager governing the use of the home and property. A copy of any leases must be forwarded to the Association prior to the commencement of tenancy.

Building & Lot Changes. No exterior changes are permitted unless written approval is received from the Board of Directors. Architectural change forms may be obtained from the management company.

The Board of Directors shall have full authority to regulate the use and appearance of the property and all improvements constructed thereon to assure harmony of external design and location in relation to surrounding improvements and topography and to protect and preserve the value and desirability of the property as a residential community.

Duty to Maintain Units. Each Owner shall keep his Lot and home in a good state of preservation and cleanliness and shall not allow any dirt, debris or refuse to accumulate in or on the home, any Building, patio or deck associated with the home, the Common Elements or any other portion of the Property. Each property should be kept in good order and repair including seeding, watering and mowing all lawns, and painting or other exterior maintenance of all improvements.

Water Flow. No surface water drainage trench, facility or system which may divert water onto the Common Property shall be installed unless specifically approved in writing by the Board of Directors. In no event shall the natural flow of surface drainage be changed or interfered with so as to create a nuisance or so as to interfere with the enjoyment of adjoining homes, Lots, or the Common Property.

Exterior Storage. No storage is allowed on porches except appropriate seating furniture made for outdoor use, plants, and decorations. No grills of any variety are allowed on the front porch. Grills must be stored inside or behind the house. No storage is allowed on the side of the dwelling. No shed or other external storage shall be constructed without prior approval of the Board of Managers.

Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No reflective tinting or mirror finishes on windows shall be permitted, unless approved by the Board of Directors.

Association Manager:

Fans and Air Conditioners. No fans or air conditioner units shall be permitted in windows visible from the street.

Bird Feeders. Bird feeders should be of a type to attract only smaller birds. No “seed dropping” type of feeder will be allowed and feeders should be limited to the patio area of a home. Should they become a nuisance to your neighbor or deemed to be attracting undesirable animals, rodents, etc. that cause damage and pose a health risk, the owner may be asked to remove or relocate the feeder(s).

Bread, corncobs and other foodstuffs are not to be put out for birds or other wildlife as that attracts undesirable animals, rodents, etc. that cause damage and pose a health risk.

Generators. For the purpose of uniformity, safety & compliance with New York Code, generators must meet the following requirements:

1. According to New York State Building Code, generators must be placed with 60” of empty space between the home and the generator.
2. Generators must be placed between 10’ and 12’ back from the front edge of the house.
3. Generators must be installed on a pre-manufactured poly-base, above a base of pea gravel.
4. After a generator has been installed, shrubbery must be installed around the front and side of the unit. This landscaping installation must be completed within thirty days of a generator’s installation.

Satellite Dishes. For the purpose of uniformity and architectural aesthetics, satellite dishes must meet the following requirements:

All Unit Owners must complete an Architectural Change Request Form *prior* to the installation of a satellite dish. The application must include a specific diagram of the exact placement site recommended by a licensed professional installer and the specific direction of the dish. The installer’s company name, address and telephone number must be stated on the application. Each application will be reviewed by the Board of Directors on an individual basis. The dish may not exceed 24 inches in diameter, must only be installed at the rear of the home and not be visible from the street (If the location does not interfere with the transmission of signal). There cannot be any visible wires on the buildings.

The location of dish installation must be returned to the original state before selling the home unless the purchaser signs a statement accepting the responsibility in writing and is informed of the terms of this policy. This is the Unit Owner’s responsibility. In the event a satellite dish is removed from a home, the mount must be removed. Removal and repair will be done at the Owner’s expense.

Satellite dishes must be installed by a professional, licensed, insured company. The Owner will need to contact his insurance policy carrier directly, to add the dish to his insurance policy. Any claims, complaints or damages regarding satellite dishes will not be processed by the Association or Management.

Association Manager:

Garage & Estate Sales. Garage and Estate sales are permitted only by first contacting management and with prior Board approval. Individual or community-wide garage sales may be permitted between the hours of 9:00 a.m. – 7:00 p.m. Estate sales must be conducted by a professional estate sales company and traffic patterns and flow will be strictly enforced.

Exterior Decorations. Temporary decorations for the holiday season may be displayed no earlier than Thanksgiving and must be removed no later than January 31st of the following year.

No decorations of any kind are allowed in common areas.

The Board of Directors shall have final discretion with respect to any decorations visible on the property and the unit owner shall remove or cause the removal of any such decorations from where displayed at the request of the Board of Directors.

Rule Enforcement Procedure. When a rule violation occurs, the management company will contact the owner by letter describing the violation and requesting correction. If the violation is not corrected within 30 days of the date of the this first notice, a follow up letter will be sent stating the punitive measure to be taken. The penalty will depend on the severity of the violation. Continued violation may result in incremental increases in the penalty. If the violation continues without any attempt to resolve the problem, the owner will be notified that a lien is about to be placed on his/her property. If immediate compliance does not occur, the lien will be placed.

Amendment, Supplementation, Repeal. These Rules and Regulations may be amended or supplemented from time to time, repealed or otherwise modified by a majority vote of the Board of Directors. No such additional or modified Rule or Regulation shall take effect until the Owners are given written notice of same by First Class U.S. Mail addressed to the Owner at the home or such other address as the Owner properly and timely provides in writing to the Board of Directors or the Community Association Manager.

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RESOLUTION

Monetary Fines for Rule Violations BOARD OF DIRECTORS OF VILLAS AT WHEATFIELD LAKES HOMEOWNERS ASSOCIATION

ADOPTED February 2013

WHEREAS, the Board of Directors is empowered to establish Penalties and Fines for enforcement of provisions of the Declaration.

WHEREAS, it is deemed necessary that penalties and fines for violations of the Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens be established for the community.

NOW, THEREFORE BE IT RESOLVED THAT the following policy will be effective February 2013:

I. For unit maintenance and/or architectural violations:

1. The owner will be required to correct the violation(s) within a reasonable time frame as established by the Board of Directors. If the violation is not remedied within the specified time the Association is authorized to do the repairs and charge the cost back to the owner in accordance with Section 6.02 of the Declaration. While the maintenance/architectural violation exists the Board of Directors will not approve any additional architectural change request(s) made by the owner until the violation is corrected.

II. For all other violations:

1. If an owner receives a letter from the management company requesting the owner to cease an action or take corrective action, the owner will have ten (10) days from the date of the letter to appeal in writing or request a hearing through the management company or comply with the request.
2. If there is no written appeal or request for a hearing or the violation remains out of compliance, a fine of a \$25.00 will be assessed against the unit.
3. If there is still no compliance within 10 days, or a second offense of a similar nature occurs, a \$50.00 fine will be assessed against the unit.
4. If a there is a third occasion of non compliance, \$75.00 will be assessed against the unit.
5. The final or forth time, a fine of \$200.00 will be applied and a lien will be filed against the property.

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PET REGISTRATION FORM

ALL PETS MUST BE REGISTERED. All owners currently harboring a pet within a unit or anticipate purchasing a pet, must be on file in the Association records. Please complete this form and return it to Villas at Wheatfield Lakes HOA, Inc., 348 Harris Hill Road, Williamsville, NY 14221.

Name of Unit Owner _____ Phone _____

Address where pet is harbored _____

Kind of Pet _____ Pet's Name _____ Color _____ Breed _____

Town of Wheatfield License# _____

Full Grown Pet Weight _____

Date of purchase or acquisition _____

(Be prepared to provide validation of date)

Attach picture of pet.

I am familiar with and agree to abide by the Town of Wheatfield Pet Ordinance and the Villas at Wheatfield Lakes HOA, Inc. Pet Rules.

Villas at Wheatfield Lakes HOA Rules & Regulations: Owners shall be permitted to keep or maintain no more than two (2) dogs and/or two (2) house cats within their unit. Any pets so owned by Owners shall be properly controlled and shall not be permitted to run loose or to be chained outdoors so as to constitute a nuisance to other owners. Owners must accompany their pets and have their pets leashed at all times when outside the lot owned by the respective Owner and shall clean up after their pets. Owners must also comply with local leash laws relative to their pets. The Board of Directors may, from time to time, impose reasonable rules and regulations setting forth the type and number of pets, including fish, birds and insects, and may prohibit certain types and breeds of animals entirely.

Owner Signature

Date

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GUIDE TO ARCHITECTURAL COMPLIANCE

Owning a home in a planned community offers many advantages to a Homeowner, but at the same time imposes some restrictions. These restrictions are not meant as an inconvenience, or invasion of your freedom of choice: rather they are a means of sustaining harmony and continuity in your community.

- Complete the attached Application for Architectural Change and submit for review and approval **before any change, modification or replacement can be made.**
- A picture, brochure, sketch or diagram is necessary to attach to the application.
- The name, phone number and address of the installer.
- Copy of an insurance certificate of the installer.
- All permits from the Town of Wheatfield must be filed for by the owner.
- All requirements from the Town and State of New York must be complied with.
- If the work is undertaken by the homeowner and/or homeowners' friends, any and all damage to common areas will be repaired by the association billed to the homeowner.
- Please be considerate of your neighbors when hiring work to be completed. Advise the workers where guest parking is and not to utilize another homeowners parking spaces without permission. Be sure to have the contractors **REMOVE AND DISPOSE OF ALL CONSTRUCTION MATERIAL.** Any debris from remodeling is to be disposed of by the contractors.
- Advise management when the project is completed so a final inspection may be made.

If you have any questions, please contact the management office at 688-4503.

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Villas at Wheatfield Lakes Homeowners Association, Inc.

APPLICATION FOR APPROVAL OF ARCHITECTURAL CHANGE

UNIT OWNER: _____ PHONE: HOME _____ WORK _____ DATE: _____

ADDRESS: _____

NATURE OF PROPOSED ALTERATION OR ADDITION:

PROPOSED STARTING DATE: _____ PROPOSED COMPLETION DATE: _____

WORK TO BE PERFORMED BY: _____

LIST OF MATERIALS TO BE USED (be specific): _____

FOR THE CONTRACTOR OR PERSON DOING THE WORK:

Please supply the following information:

1. Name, address and phone number
2. Liability insurance face sheet with expiration date
3. Copies of blue prints or drawings done to scale showing plans, elevations, and cross section
4. Specific materials list including brand and model when appropriate. (Architectural Standards Committee may supply you with the third and fourth items, through the homeowner.)

FOR THE HOMEOWNERS:

The homeowner understands he/she will be responsible for the quality of construction; repair of any Association property damage during construction/installation; maintenance, upkeep, and replacement (up to the standards set by the Board of Directors) of any architectural change. Upon the sale of your unit, the seller must provide the Board with written approval from the purchaser that they will maintain any landscaping additions or the seller must return the area to its original condition before closing. As part of the approval for the indicated Architectural change Application, Owner is advised that the underground utility line serving the unit (electricity, water, gas, telephone, cable, et.) is the responsibility of the unit owner in the case of any damage, severing, relocation, movement, or other action causing a service disruption to any unit. All cost associated with such repair or replacement is exclusive responsibility of the unit owner. The association assumes no responsibility for repairs and shall be held harmless.

X SIGNATURE OF HOMEOWNER: _____ **DATE:** _____

This application will be forwarded to the Architectural Standards Committee for preliminary review and recommendation and then submitted to the Board of Directors for final review and decision.

Please allow up to 60 days for processing.

PLEASE RETAIN A COPY FOR YOUR RECORDS AND SEND ONE COPY OF THIS APPLICATION AND ALL SUPPORTING PAPERWORK TO: **VILLAS AT WHEATFIELD LAKES HOA, INC.**
348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221

THIS SECTION TO BE COMPLETED BY THE ARCHITECTURAL COMMITTEE

___ Approved subject to final inspection ___ Approved with restrictions ___ Disapproved

Signed: _____ Date: _____

THIS SECTION TO BE COMPLETED BY THE ASSOCIATION BOARD OF DIRECTORS

___ Approved subject to final inspection ___ Approved with restrictions ___ Disapproved

Signed: _____ Date: _____

LATEST COMPLETION DATE FOLLOWING WHICH ANY APPROVAL GRANTED ABOVE IS AUTOMATICALLY REVOKED IS: _____

FINAL INSPECTION CONDUCTED ON: _____

APPROVED BY: _____

Association Manager:

Clover Management • 348 Harris Hill Road • Williamsville, New York 14221 • Tel: (716) 688-4503 • Fax: (716) 688-1439



**THE VILLAS AT WHEATFIELD LAKES
HOMEOWNERS ASSOCIATION**

NOTIFICATION FORM

FOR PROPOSED SATELLITE DISH INSTALLATION

- A Satellite Dish Installation form must be completed and approved **before** installation.
- Installation can **NOT** be at the front elevation. Preferred locations are rear of the home not visible from the street.
- All wires must be concealed on the exterior of the unit.

Owner Name: _____ Date: _____

Address: _____ Phone: _____

Type of Dish: _____ Brand: _____ Size: _____

Location/Site of Dish After

Installation: _____

(Must provide detailed sketch with dimensions, pictures & product specifications)

Name Licensed/Insured Installer: _____

(Must attach copy of contract & proof of liability & worker's compensation insurance for Installers.)

DISCLOSURE STATEMENT:

I _____, the Owner of the Unit described above understand that I will be personally liable for any damage to the building/unit and common areas as a result of the installation of the satellite dish. I will further be personally responsible for any injuries suffered by any party as a result of the installation of the satellite dish and will hold The Villas at Wheatfield Lakes Homeowners Association and all other Unit Owners therein harmless from any such actions, claims, damages, etc.

Owner Signature: _____ Date: _____

Approved by _____ Date: _____

Association Manager: