PUMPKIN HILL HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

Revised: April 2009

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CROFTON PERDUE
ASSOCIATES, INC.
Community Association Management

Management Company

Crofton Perdue Associates, Inc.

111 Marsh Road – Suite 1

Pittsford, NY 14534

Phone: 585-248-3840

Fax: 585-248-3666

www.CroftonInc.com

Office Hours are 8:30 a.m. to 5:00 p.m. Weekdays

In case of a maintenance emergency during non-business hours or holidays, call the Crofton Perdue office number (585) 248-3840 and report the emergency to the answering service operator.

II. OVERVIEW

Pumpkin Hill residents live in a shared community. Maintaining a quality environment requires that each resident be acutely aware of the rights of neighbors. This awareness includes matters, such as parking, observing the speed limit, and the control of pets. It also extends to such intangibles and not as easily defined matters associated with tastefulness of exterior decorations, outside plants, and personal conduct.

Living in a shared community has both rewards and benefits. It also imposes certain obligations and restrictions. The following rules and regulations set forth in this booklet provide a standard for maintaining Pumpkin Hill as an outstanding community where residents may enjoy living and where property values will be preserved.

The rules are based on the Declaration of Protective Covenants, Conditions, Restrictions, Easements, and the By-Laws of the Pumpkin Hill Homeowners Association, Inc. They are intended to assure consistency and uniformity. Adherence to these rules and regulations is the responsibility of all the residents of the Pumpkin Hill community. Additionally, homeowners are responsible for assuring that their tenants, guests, contractors, and invitees comply with these rules and regulations. Any owner selling his/her townhouse should advise their real estate agent(s) of the existence and content of these rules and regulations. Upon the sale of any townhouse, the former owner should pass on to the new owner the booklet which contains afore mentioned governing documents. It is assumed that each homeowner maintains these materials for reference in conjunction with this Rules and Regulations Booklet. Copies of the governing documents can be purchased by calling the management office.

The rules and regulations may be added to, amended, or repealed at any time by a resolution of the Pumpkin Hill Board of Directors subject to approval by a majority of townhouse owners as may be deemed necessary for the safe and efficient maintenance of the Pumpkin Hill Townhouse development (By-Laws, Schedule A). A townhouse owner may apply to the Board of Directors for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Directors, if good cause can be shown for temporarily setting aside a specific directive.

Enforcement of policies, such as found in the By-Laws is the duty of all residents, but the ultimate responsibility of adoption, amendment, and enforcement of rules and regulations not inconsistent with the By-Laws, covering the details of operation and use for the property rests with the Board of Directors (Amendments to By-Laws, 10/16/93; By-Laws, Schedule A, 2-02(H)).

Homeowners who observe rule violations may report them to the management company by telephone or preferably in writing, providing the following information:

a. Specific description of incident or problem

b. Location, time, date(s) of incident

c. Name(s), address(es) of person(s) involved in incident or problem

d. License plate number(s), description of any vehicle(s)

III. GENERAL INFORMATION

A. BOARD OF DIRECTORS

The affairs of the Pumpkin Hill Homeowners Association are managed by the Board of Directors. Under the By-Laws the Board is granted the power and duties necessary for the administration of the affairs (By-Laws, Section 2-02). The Board has contracted with a management company to aid in the performance of its duties. The Board is composed of nine (9) persons (Amendment to By-Laws, 10/16/93) all of whom are owners or co-owners of townhouses who have been residents of Pumpkin Hill for at least six months. The members of the association (homeowners) elect the Board members who serve a three (3) year term. At least twelve Board meetings are held during each fiscal year. Homeowners are encouraged to be involved with the affairs of the association. Any homeowner who is interested in serving on the Board of Directors may contact the management company or any Board member for more information. Elections to fill regular term openings are held at the bi-annual meeting in August.

B. MONTHLY ASSESSMENTS

Annually the Board of Directors will prepare a budget for the Association which includes projections of common elements (common expenses shared by each homeowner), common revenues (from sources other than assessments of lot owners), and an allocation and assessment of such common charges against homeowners as provided in the Declaration (By-Laws, Section 5-01). This budget is currently distributed at the August biannual meeting. Some uses of these common charges (assessments) include payment of expenses of administration, maintenance, repair and replacement of the common elements; insurance premiums; working capital reserve; general operating reserve; and capital improvement fund (By-Laws, Section 5-01).

Monthly assessment payments for Pumpkin Hill Homeowners Association are due on the first day of each month. A late charge is incurred for any assessment received after the 10th day of the month. Additionally, there is a charge for any personal check returned by a financial institution for insufficient funds. Assessment payments must be sent to the management company. Payment coupons to facilitate these monthly payments are provided before the beginning of each fiscal year.

Seriously delinquent accounts will be turned over to the Association attorney for collection and possible foreclosure action. (By-Laws, Section 5-04, 5-05)

C. MAINTENANCE SERVICE

In accordance with the Association's governing documents, the Association is responsible for all maintenance and repair to the common areas of the property, including the sidewalk, the driveways, the parking areas, and private roadways, as wetl as the exterior siding, gutters, downspouts and roofs. The Association is not responsible for the repair or replacement of doors, windows, and sky lights. In addition, the Association provides snow plowing and landscaping services including lawn mowing, fertilization, weed control, trimming shrubs and trees in the front shrub beds, and periodic mulching in these front shrub beds and common landscaped areas (Declaration, Articles Nine and Ten). Homeowners are encouraged to water their lawns, shrubs, and trees, as payment of the water bill is included in the homeowner's assessment charge. Requests for maintenance that is the responsibility of the Association should be called into the management company's office during normal business hours.

For further details regarding homeowners and the Association's maintenance responsibilities, please refer to the Maintenance Responsibility Chart located in the Appendix.

D. INSURANCE

The Association's master insurance policy covers property tosses for the structure of the townhouses and insurance against liability for personal injury, death, and for damage to property arising from accidents occurring within the common elements (By-Laws, Section 5-13, 5-14). Homeowners who need a certificate of insurance for the Association policy for themselves or their mortgagee should call the insurance agent directly. The management company can provide this information. Individual homeowners should maintain a separate insurance policy (HO-6 all risk) for the interior and contents of one's townhouse and betterments and improvements coverage of all upgrades or improvements made that were not originally offered by the original sponsor of Pumpkin Hill. Also, liability insurance covering the interior of individual properties is recommended. If a loss is incurred that is totally confined to the interior of a townhouse, a claim should be submitted to the individual owner's insurance company. If the claim involves a loss on the outside of the townhouse, contact the management company.

E. SNOW REMOVAL

In accordance with the Association Governing Documents (Declaration; By-Laws, Section 8-01) the Association is responsible for all snow removal from hydrants, roadways, parking areas, and walkways on Association property. However, shoveling of the front steps and stoop is the responsibility of the individual homeowner. The Pumpkin Hill maintenance crew is responsible for clearing the walkways, fire hydrants, around the mailboxes and club house steps and porch. Snow plowing service is contracted out by the management company (with consent of the Board) each season. The Association does not provide any salting of driveways or walkways. In the event that a resident is unable to retrieve their mail from their mailbox because of any health issue or condition relevant with age, arrangements can be made by the resident with the Post Office (see phone number section in the front of this manual) for the letter carrier to deliver their mail directly to their door.

F. TRASH REMOVAL

Trash removal service is provided by the Association and is scheduled on a weekly basis. Currently the pick-up day is Thursday. If there is a holiday occurring in the week, the pick-up day may be changed for that week. Notice of a change in pick-up date is generally posted on the bulletin boards located at each end of Sleepy Hollow. Trash should be placed in covered trash cans, securely closed, preferably with the street and house number displayed on the container so it can be returned to the appropriate townhouse if the receptacle is blown away from the property. Recyclables must be placed in an approved recyclables container and secured or weighted down to prevent objects from falling out or blowing away. Trash and recyclables must be placed near the end of the driveway, not earlier than 8:30 PM the night before pick-up or no later than 6:30 AM the day of pick-up to guarantee pick-up. All trash and recyclable containers must be returned to the garage no later than the end of the pick-up day. Any questions regarding what items can be placed for recycling or other questions or complaints should be directed to the trash removal company. Arrangements should be made with the trash removal company

for pickup of any large items, such as a hot water heater. The name and phone number of the trash company can be obtained from any Board member or the management company.

G. WATER

There are two main water lines that service the Pumpkin Hill community. Each of these lines has a separate water meter, by which usage is billed to Pumpkin Hill. The cost of water usage is paid through each homeowner's association fee. There are no individual property meters. The charge for sewage is based on water usage and is billed by the Town of Chili. The sewage bill is calculated yearly based on the previous year's water usage. Any evidence or suspicion of a water leak should be reported immediately to the management company as both the water bill and sewage bill are affected by any break or leak. Water leaks inside a townhouse, such as a leaking faucet or toilet are the homeowner's responsibility.

H. COMMUNITY BULLETIN BOARDS

There are two standing bulletin boards at each end of the Sleepy Hollow roadway, which are used by the Board of Directors to announce and inform residents of important information or events. Some examples are change in trash pick-up date, community garage sale, Christmas party, and bi-annual meetings.

I. GARAGE SALE

The Association sponsors an annual garage sale, whereby all homeowners have an opportunity to participate. Individual garage sales are not permitted. Any homeowner who holds a garage sale not sponsored by the Association will be fined $25.00 for every day that the violation continues, as permitted by the By-Laws (ByLaws, Section 2-02(P)5). Estate Sales may be approved by the Board under certain circumstances. A variance request should be submitted to the Board for approval in advance of any planned Estate Sale that includes the reason of the sale, date(s) and time of the sale, and the name of the company conducting the sale.

J. LEASING OF TOWNHOUSE

No townhouse or any portion thereof may be rented or leased or used for commercial purposes without the prior written consent of the Board of Directors. (Declaration, Article Eleven and By-laws, Section 7-03) Upon written approval from the Board, any homeowner who leases their townhouse to another party must inform them of, and include in the lease, a requirement that the tenant must follow the guidelines set forth in this rules and regulation manual as well as the Declaration and By-laws of the Pumpkin Hill Homeowners Association. The homeowner must require the tenant to sign a Lease Addendum certifying that the tenant has read a copy of these aforementioned documents. A Lease Addendum form can be obtained from the management company.

K. SALE OF TOWNHOUSE

When planning to sell a townhouse inform the Board of Directors so that the sale can move as effectively and efficiently as possible for both the seller and the buyer. Advise the real estate agent (if applicable) that stated in Schedule A of the By-laws, item 15, "No 'For Sale' signs or other window

displays or advertising are permitted on any part of the property, except with the written approval of the Board of Directors.

Some tasks that will enable a smooth transition to the new homeowner:

-Return the pool key to the Property Management Company or any Board member

-Transfer all pertinent governing documents (named in the Overview ByLaws, Section of this booklet) to the new homeowner

-Review these Rules and Regulations with potential buyers

L. BIANNUAL ASSOCIATION MEETINGS

There are two biannual meetings of the Association held in August and February of each year where open discussion is welcome. All homeowners are encouraged to attend these two meetings, and are invited to attend all Board meetings which are held at the clubhouse. At the August biannual meeting the fiscal budget for the forthcoming year is introduced and explained by the Management Company and the Board. Additionally, at this meeting members of the Association (all homeowners) elect Board Members to fill any vacancies created by expiring terms (By-Laws, Section 3-01).

The President may and shall call a Special Meeting of the Association if a petition is presented to the Board by members representing twenty-five percent (25%) of the voting Association membership. The notice of any special meeting shall state the time and place of the meeting, and the purpose. No business shall be transacted at a special meeting except as stated in the notice (By-Laws, Section 3-02).

M. COMPLAINTS REGARDING MANAGEMENT AND/OR LEVEL OF SERVICE The Board of Directors contracts with a property management company to manage and facilitate the outsourcing of services, which are required by the governing documents mentioned in the Overview section of this manual. The Board oversees the decisions made by the property management company and under most circumstances, must approve these decisions before they are implemented. Complaints regarding the quality of services provided and/or barriers in communication should be submitted in writing to any Board Member to be investigated and addressed by the Board (By-laws, Schedule A-1 8).

IV. ARCHITECTURAL GUIDELINES

There shall be no changes or additions to the exterior of any building except as provided in these regulations. No alterations or additions may be made to the exterior of your townhouse or to the common areas of Pumpkin Hill without the prior written consent of the Board of Directors or its duly appointed Architectural Committee. Any homeowner who wishes to make any such changes, including but not limited to adding or removing a shrub or tree, installing a storm door, and replacing a garage door must complete and submit a Variance Request form, which can be obtained from the property management company or the chairperson of the Architectural Committee (see Appendix-Variance Request form).

Replacement of glass surfaces, garage doors, screens, storm doors, window fixtures, party walls, and foundation walls are the responsibility of the individual homeowner (By-Laws, Section 8.02). This includes decks not built by the original builders of Pumpkin Hill. Maintenance and replacement of

exterior components of the townhouses that were originally provided by the builder are the responsibility of the Association (see Appendix- Maintenance Responsibility Chart).

A. Requires Variance Requests

There are specific requirements governing the installation and/or replacement of the following items. A variance request form (see Appendix for form) must be completed and submitted to the chairperson of the Architectural Committee. The cost of installation and cost of any damage repair as a result of installation are the responsibility of the homeowner.

1. Exterior Doors, Windows, Skylights Requirements:
   - -Variance Form completed and approved before replacement made
   - -Doors and windows must be the same color as the existing trim color
   - -Doors and windows must be the same type and design as existing (front storm door must be "full view" style)

2. Garage Door
Requirements:
   - -Variance Form completed and approved before replacement made
   - -Must be wood or metal
   - -Color must be the same as existing door
   - -No windowed doors permitted
   - -Four or five panel door required—specifications are on file with the management company or Architectural Committee Chairperson

3. Deck Installation
Requirements:
   - -Homeowner must comply with all zoning and building codes of the Town of Chili (see important phone number section) and also must secure a building permit from the Town of Chili
   - -Variance form completed and approved before deck installation or replacement is made—it is mandatory that the following criteria are met:
     - -A sketch showing location of the deck must be attached to the variance request a Deck can not exceed 169 square feet with no side longer than 14 feet
     - -Deck must be the same design and weather resistant material as the other decks in Pumpkin Hill
     - -Must not obstruct any services nor clean-out to any townhouse
     - -Doorways and sidewalks can not be blocked
     - -Construction must be completed within three business days, weather permitting.
   - -All maintenance is assumed by homeowner.
   - -Any damage to any townhouse and/or the surrounding area as a result of the deck installation is the full responsibility of homeowner.

4. Deck Staining—Solid or Semi-transparent
Requirements:
-Variance form completed and approved before work begins
-Colored staining must be an acceptable color—refer to color chart posted on clubhouse bulletin board outside the entrance door to clubhouse
-Use of flame-retardant type product required
All cost of labor and supplies including maintenance is responsibility of the homeowner.

5. Retractable Awnings
Requests for the installation of a retractable awning will be individually reviewed based on the townhouse design. Some units with bay windows may not be suitable for retractable awnings. Awnings with roof attachments are not permitted.

Requirements:
-Variance form completed and approved before installation made
-Complete specifications for installation must be submitted with variance request with architectural renderings including description of any changes to unit
-Allowed on the rear of side patio or deck and cannot be larger than the area of the patio or deck
-Will be mounted on homeowner's exterior, independent of adjoining townhouses
-Awning and hood color must match either townhouse trim or siding
-Awning must be retracted at night or whenever no one is home

-Cost of installation and cost of any damage or personal injury caused during or after installation is the responsibility of the homeowner.

-Maintenance is homeowner's responsibility—if awning becomes frayed, faded or torn it should be repaired or replaced by homeowner, if not the awning will be removed at homeowner's expense.

-Upon sale or transfer of the unit, new owners assume responsibility for awning.

6. Central Air Conditioner—initial Install or Replacement of Exterior Unit Requirements:
-Homeowner must comply with building codes of Town of Chili (see important phone number section)
-Variance form completed and approved before installation made permits from town may be required
-Outside condenser unit must be placed at rear of townhouse as close as possible to center of unit
-Condenser must not block any service to townhouse

Cost of installation and cost of any damage or repair to grounds are the responsibility of the homeowner.

7. Power Generators

Only automatic switchover natural gas-powered generators are allowed:

Requirements:

-Homeowner must comply with all zoning and building codes of the Town of Chili (see important phone number section) and also must secure a building permit from the Town of Chile.

-Variance form completed and approved before generator installation begins

-Must be located in least conspicuous place in the rear or side of the unit—not allowed in front of unit

-Concrete pad meeting manufacturer's minimum requirements must be used under generator—type and style used for air conditioning pads within Pumpkin Hill preferred

-Recommended maximum decibel level shall not exceed 65 dB at seven meters (23 feet), equivalent to noise level of typical air conditioner condensing unit

-Generator must provide maximum available noise muffling control

-The Association has the right to decide the time of day and day of week for any scheduled periodic testing/charging of the unit (typically early afternoon on the same day that lawn mowing is scheduled)

-A certified contractor must install the generator and all installations must meet all manufactures' installation requirements. Contractors must carry liability and workers compensation insurance—proof of coverage must be attached to variance request

-Landscaping (if necessary) is required to camouflage the unit

-Cost of installation, cost of any damage repair, and future maintenance of the system are the responsibility of the homeowner.

-Homeowner has responsibility to inform any subsequent owners of the townhouse of these responsibilities.

B. Other Items that May Require Board Approval or are Not Permitted

1. Satellite Dishes/Antennas

A Notice of Intent form is required (see Appendix for form).

2. Window Air Conditioners and Window Fans

Not permitted unless there is a Variance Request form (see Appendix for form) submitted with a documented health concern that necessitates air conditioning. Window fans are not allowed.

3. Garages

Garages are for vehicular parking and may not be modified for any other use. Full exterior garage door screens are not permitted.

4. Installation of Electrical Wiring

A Variance Request form (see Appendix for form) should be submitted before any homeowner installs wiring for electrical, television antennas or radio antennas (By-Laws, Schedule A-10).

5. Advertising and Signs

No signs, advertisements or notices shall be exhibited, hung from windows or placed in windowsills without the written consent of the Board of Directors (By-Laws, Schedule A-8). Any homeowner selling their townhouse is allowed only one "For Sale" sign, which must be placed inside a window of the townhouse (By-Laws, Schedule A-15). "Open House" signs are permissible on weekends only. Open House signs must be removed each day at the close of the open house.

V. NOISE AND ODORS

Residents are expected to remember the proximity of their neighbors in the community and avoid excessive noise levels when hosting parties, using televisions, radios, and stereo equipment. Parents are responsible for supervising their children so that they do not unnecessarily disturb other residents.

There shall be no objectionable odors or fumes allowed to emanate from the dwelling unit or garage. Additionally, owners shall not permit or keep on their lots any inflammable, combustible or explosive material, chemicals or other dangerous substances that may or may not exude an odor (By-Laws, Schedule A-5,6,4).

VI. SWIMMING POOL and TENNIS COURTS

The pool, pool area, and tennis courts are for the exclusive use of residents of the Pumpkin Hill community and their guests. You must enter the pool area through a locked gate. Every homeowner is assigned a pool gate key after signing a copy of the Pool Rules (see Appendix-Pool Rules) and returning the signed copy to the management office. There is a charge to replace a lost pool key. After entering the pool area, residents are required to sign in and sign out in the pool attendance book located inside the gate, which is a requirement mandated by the Health Department. Any resident that is not current in payment of their monthly assessment fees is not permitted to use these facilities. All persons must follow posted rules and residents are responsible for the conduct of their guests. Listed below are some of the swimming pool rules, other rules are posted at the pool site and included in the Pool Rules document mentioned above:

1. No one under the age of thirteen (13) years shall be permitted to have guests at these facilities unless accompanied and supervised by a parent or guardian who is a resident of Pumpkin Hill (By-Laws, Schedule A-27H).
2. Swimming shall be permitted only at times posted
3. Before entering the pool a shower, using soap is required by order of the Monroe County Health Department.
4. No one is allowed in the pool that has a disease of the eyes, ears, nose, throat or skin or contagious condition of any kind.
5. No furniture other than that provided for the pool area shall be permitted and no furniture may be removed.

The tennis courts are to be used only for playing tennis and are not to be used for any other purpose, including walking through. Proper tennis shoes (sneakers) are required on the court at all times. Tennis time is expected to be kept at a maximum of 45 minutes unless no other players are waiting. Tennis games must be played after 8:00 AM.

All persons using the pool, pool area, and tennis courts shall comply with requests of Board Members or managing company representatives regarding matters of personal conduct in and about these facilities.

Board Members or managing representatives have the right to ask anyone to leave any of these areas if any of these rules are not upheld.

VII. CLUBHOUSE

The clubhouse is an excellent facility equipped with a full kitchen, restrooms, tables, and chairs. It is used for Pumpkin Hill community events and is the location of the monthly Board of Directors meetings and the biannual Association meetings held in February and August of each year (see section on biannual meetings in the General Information section).

Residents of the Pumpkin Hill community can rent the clubhouse for personal and any non-business use. The clubhouse capacity must not exceed sixty-five (65) people. All parties must be confined to the clubhouse and the use of the swimming pool, basement, and parking lot is not permitted. A rental fee and a security deposit, which is refunded if the facility is left cleaned and without damages (see Appendix-Clubhouse Check List), must be paid in advance of the rental.

Additionally, a Clubhouse Rental Agreement (see Appendix-Rental Agreement) must be signed by all parties as indicated on the form and will serve as a confirmed reservation. The resident renting the clubhouse must be present for the entire party.

The rental fee is forfeited if a homeowner reserves the clubhouse and signs a rental agreement, but later cancels.

Due to the popular demand of renting the clubhouse on certain holidays, a lottery system is utilized to assure fairness to all homeowners. Any homeowner interested in renting the clubhouse on any of the holidays listed below should submit their name to the Board Member serving on the Clubhouse Committee by the request due date also indicated below. If a drawing for specific holiday(s) is indicated the winner will be notified shortly after the drawing is held. The homeowner must sign a clubhouse rental agreement, pay the rental fee, and pay the security deposit within one week of notification. Failure to do so will result in the forfeiture of the right to rent on such holiday and a new lottery will be held for the remaining homeowners interested in the clubhouse for that holiday.

HOLIDAY	REQUEST DUE	BOARD MEETING DRAWING
New Year's Day	June 1	June
Easter Sunday	December 1	December
Mother's Day	February 1	February
Memorial Day	February 1	February
Father's Day	February 1	February
Labor Day	June 1	June
Thanksgiving Day	June 1	June
Christmas Eve	June 1	June
Christmas Day	June 1	June

VIII. PONDS

The two ponds located in Pumpkin Hill are part of the storm water drainage district of the Town of Chili. The smaller pond located behind some units on Alder Bush, Sleepy Hollow, and Indian Grove is completely on the Pumpkin Hill property and is the responsibility of the Association. Only one third (1/3)

of the larger pond, indicated as Spring Lake on town maps, is on Pumpkin Hill property and, therefore, the upkeep is shared between the Pumpkin Hill Community, the Town of Chili, and the owner(s) of the Spring Lake Apartments. Neither of these ponds is for recreational purposes. No boating, swimming, nor wading in the ponds is permitted at any time, including in the winter when the ponds may freeze over. Ducks, geese, and other wildlife are NOT to be fed as requested by the NYS Department of Environmental Conservation (DEC).

IX. LANDSCAPING and APPEARANCE REGULATIONS

A. LAWN ORNAMENTS

All ornaments must be placed within the landscaping flower/shrub portion of the front and rear of the townhouse.

B. HOLIDAY DECORATIONS

Temporary decorations for the holiday season may be displayed between Thanksgiving and the end of January of the following year weather permitting. Halloween and other holiday decorations may be displayed for up to thirty days before and removed promptly after the holiday. All other times decorations and any devices used to hang or support the decorations must also be removed.

C. CLOTHESLINES

Clotheslines are not permitted. Outdoor drying or airing of clothing or bedding is not permitted.

D. LAWN FURNITURE and BENCHES

Lawn furniture, toys, etc. are to be removed from the common areas and roadside at the end of the day. Swings, slides, sandboxes, etc. are not allowed on common areas, nor are they to be attached to any tree or fence on a common area.

E. PLASTIC PLANTS

Only live plants are permitted in outside flower beds, flower boxes, and hanging baskets.

F. HANGING PLANTERS, FLOWERS, and PLANTS

1 Hanging plants must be suspended from a rust resistant eyebolt. Any damage caused to the porch frame will be at the homeowner's expense to repair. Hanging plants must be properly maintained and are to be removed November 1 st each year or earlier if the plants have died.
2. Front and backyard planting of bushes or trees and the removal of same from either of these areas requires a variance request (see AppendixVariance Request form) approved by the Board of Directors.
3. Flower pots and/or planters are allowed on porches. They should be removed for the winter by November 1 st of each year.

G. BACK and SIDE YARD LANDSCAPING

**Note: Before planting an approved Variance Request is required.*

1. Plants are not permitted to grow higher than the privacy fence
2. Planting is limited to ground plants only.
3. Fertilizer use will be limited to those without a heavy scent.
4. Planting may be done in the back and side yard within three (3) feet of any permanent structure, such as the townhouse, side fences, trees, patio, or deck.
5. The yard may not be closed off. A yard will be considered closed off if any plant, fence, wall divider or other object extends more than three (3) feet from any permanent structures.
6. Nothing may be planted to grow on the townhouse or be attached to the house or fence with the exception of a hose, plant brackets, or bird feeders. These items may be attached to within 3 feet of the end of the privacy fence, deck, or patio. No attachments may be placed on a fence facing the common area.
7. Planting is limited in all areas to ground plants, shrubs, bushes and flowers. No vegetables or fruit-bearing plants/trees or vines are permitted unless confined to a planter placed within the deck or patio space.

H. COMMON AREAS

The association shall be responsible for all maintenance, repair, replacement and/or improvements in the Association Common Areas. The cost and expenses in connection with the Common Areas shall be determined by the Board of Directors and shall be borne by the Association members (Declaration, Article Eight).

I. VOLUNTEER MAINTENANCE of COMMON AREAS

In some of the common areas there are flower and plant beds. In these areas the Association looks for volunteers to provide planting and maintenance of the beds. These volunteers are reimbursed for the cost of plants up to a dollar limit established by the Board of Directors.

J. WATERING

The Association does not provide watering of any areas in Pumpkin Hill. During the hot summer months, homeowners are encouraged to water their yards, flower beds, and common areas. Also, homeowners are asked to water any new grass, trees, or shrubs planted on and around their property to enhance the likelihood that such plantings will take hold.

K. MAINTENANCE RESPONSIBILITIES of PUMPKIN HILL

During the spring/ summer months, there are a number of maintenance activities scheduled on the property. These activities include, but are not limited to mulching, trimming, yard mowing/ fertilizing, and applying insecticides. Homeowners that want to know the schedule of these activities or wish to limit any activity on their property must call the property management company each year. Any concerns or complaints regarding these activities can be discussed with the property management company.

X. TRAFFIC and PARKING

These traffic and parking rules are intended to provide for the safe and convenient use of the Pumpkin Hill private roads and parking lots for residents and their guests. These rules apply to all townhouse owners and their families, guests, employees, and any persons operating motor vehicles on Pumpkin Hill property. Violations of any of these regulations are subject to a fine or other appropriate action, such as towing at the offender's expense (Amendment to By-Laws, Oct 1993; By-Laws, Section 2-02H, 2-02", 2-02Q, 5-18B; By-Laws, Schedule A-26).

1. Maximum speed limit is 15 MPH.
2. All drivers must comply with all posted traffic signs.
3. NO Parking is permitted along side any Pumpkin Hill street nor on any grassy areas.
4. Owners shall not park, nor shall they allow visitors, family members, tenants, or employees to park in driveways of other owners without permission.
5. Major repairs to motor vehicles are NOT permitted anywhere on the common areas (including driveways).
6. Inoperable or unregistered vehicles are NOT permitted in driveways or additional parking areas---they will be towed at the owner's expense.
7. Due to limited additional facilities, owners are to use their garages and driveways for their primary parking.
8. Additional parking areas are NOT to be used for any purpose other than vehicular parking.
9. The storage or parking of boats, trailers, recreational vehicles (RVs), or commercial vehicles in the additional parking lots, the clubhouse parking lot or driveways require the written consent of the Board of Directors and will generally NOT be allowed beyond a 48 hour period.

XI. PETS

These rules have been formulated in order to maintain property values, uphold congenial community relations, and provide for the welfare of all pets. To this end it is also necessary that pet owners keep their pets under control at all times and are responsible for seeing that their pets do not cause a nuisance such as excessive barking, or otherwise frighten or annoy residents or their guests.

1. Townhouse owners shall be permitted to keep two (2) dogs or two (2) cats, or one (1) dog and one (1) cat ONLY IF such animals do not disturb or annoy other residents (By-Laws, Schedule A-28).
2. Dogs must be kept on a leash at all times (By-Laws, Schedule A-28).
3. Pet owners are responsible for licensing their pets with the proper authorities (Town of Chili) and when outdoors, proper tags must be on pets.
4. Owners are responsible for immediate pick-up of excrement on roadways, parking areas, landscaped areas, common areas, and all yards.
5. Pets may not be left unattended outside, or left in a garage with the garage door fully or partly open.
6. It is requested that cats be kept inside, especially during the late night and early morning hours.
7. Cats are not permitted to roam property. If outdoors they should be on a leash.
8. No pet houses are permitted outdoors.

9. Pet owners are responsible for any property damage caused by their pets. Damages will be repaired at the owner's expense.
10. Complaints/concerns regarding unleashed/roaming/stray animals, as well as animal nuisance or animal abuse situations may be referred to the Animal Control authority listed under Important Telephone Numbers in this booklet.
11. If the animal is a known pet of a Pumpkin Hill resident, a Board Member should be contacted to handle the situation instead of the Animal Control authority.

XII. AUTHORITY and ENFORCEMENT

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association to the extent as outlined in Section 202(H) of the amended By-Laws. It reads that the Board is conferred with the power for the "adoption, amendment and enforcement of rules and regulations not inconsistent with these By-Laws, covering the details of operation and use for the property." Additionally, Section 2-02(P) of the By-Laws gives the Board of Directors the authority to levy fines against members for violations of the rules and regulations established by it to govern the conduct of the members, provided that no fine may be levied in an amount in excess of twenty-five dollars ($25.00) for any one violation. But for each day a violation continues after notice, it shall be considered a separate violation.

It is also the responsibility of the Board of Directors to attempt to recover assessments plus any interest added to the unpaid debt. Proceedings to foreclose on the property are among the actions that can be brought against the townhouse owner who is in default. Furthermore, expenses of the proceeding, including reasonable attorney's fees are payable by the offender (By-Laws, Section 5-04, 505).

The Board of Directors reserves the right, subject to approval by a majority of townhouse owners, to amend, repeal, or add to these Rules and Regulations [refer to Schedule A of By-Laws from time to time as may be deemed necessary for the same and efficient maintenance of Pumpkin Hill Town home development and for the comfort and convenience of the occupants thereof.

Statement found at end of Schedule A of the By-Laws

APPENDIX A
PUMPKIN HILL HOMEOWNERS ASSOCIATION

CLUB HOUSE RENTAL AGREEMENT

THIS AGREEMENT, made by and between PUMPKIN HILL HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as "Lessor", and _____ _____ of _____, Rochester, NY 14624, hereinafter referred to as "Lessee", for the rental of the Pumpkin Hill Homeowners Association, Inc. clubhouse, located at 19 Sleepy Hollow, Rochester, NY 14524, hereinafter referred to as the "Premises", on (Date) _____between the hours of _____AM/PM and _____AM/PM.

Lessee agrees to pay Lessor an advance rental fee of sixty dollars * **($60.00)** for the use of the premises on the above date. In addition the Lessee shall pay Lessor an additional sixty dollars **($60.00)** security deposit as security against damages and/or cleaning expenses necessitated by Lessee. Said total of one hundred twenty dollars **($120.00),** made in two separate checks of sixty dollars **($60.00**) each, shall be made payable to "Pumpkin Hill Homeowners Association, Inc". The agreement and deposits are due on the day of request. The sixty dollars **($60.00)** security deposit shall be refunded to Lessee upon satisfactory inspection of the premises by a designated Board member (see attached check list). However, if Lessee cancels this Rental Agreement, the **$60.00** rental fee is forfeited, but the security deposit will be returned.

SAMPLE

This Rental Agreement is granted and accepted upon the following covenants and conditions:

General Use:

1. All clubhouse facilities are for the enjoyment of the Association and the pleasure of your guests when appropriate. Rules and Regulations are written to ensure the protection of your investment and to keep your maintenance costs to a minimum.

2. The clubhouse may not be used for any function that cannot be described as a private social function to be ATTENDED BY A UNIT OWNER and his/her invited guests.

3. The clubhouse cannot be used for any function that would include an invitation to the general public.

4. The clubhouse capacity must not exceed sixty five (65) people.

Party Rental and Use:

1. The clubhouse may be rented by a homeowner for a private party or parties by contacting the Board Member in charge of the Clubhouse. A signed Rental Agreement and payment by the homeowner of the required rental will serve as a confirmed reservation.

*** CHECK FOR CURRENT RENTAL FEE AND SECURITY DEPOSIT CHARGES AS THEY ARE SUBJECT TO CHANGE.**

2. The Lessee must be in attendance for the entire party

3. The Lessee shall have the right to review the Premises prior to the party, with the designated Board member, to attest to the condition of the areas to be rented. The Lessee and Board member will inspect the Premises together after the party before the security deposit is returned to Lessee.

4. If the inspection does not meet with Board member approval, the security deposit will be forfeited and the Lessee will be responsible for any additional cleaning expenses incurred by the Lessor.

5. The clubhouse thermostat is routinely kept at 55 degrees in heating weather and at 80 degrees in air conditioning weather. The Lessee may set the temperature to the desired temperature (70 degrees is recommended) up to one hour before the party is scheduled to begin by pressing the appropriate arrow key on the front of the thermostat several times until the desired temperature setting is displayed. This temperature setting will be maintained for two hours, after which the thermostat automatically resets itself to the above levels. If the party exceeds two hours in duration, the lessee should follow the above instructions again.

6. Rental can be made by a homeowner only, who is completely responsible for any loss or damage to the premises and its contents. The homeowner is responsible for the clubhouse during the event that has been stated in the rental agreement.

7. Parties of residents under twenty-one (21) years of age must be chaperoned by the parent/homeowner and the clubhouse must be closed by the parent/homeowner after the party. Alcoholic beverages shall not be served to, or consumed by anyone under the age of twenty-one in the clubhouse or on any Pumpkin Hill common property.

8. All parties must be confined to the clubhouse and the use of the *swimming pool, basement, tennis courts, and parking lot are not allowed.* The parking lot can only be used for parking.

9. Parking is not allowed on the grass nor along the streets by the homeowners or their guests.

10. Smoking in NOT permitted in the clubhouse at any time.

11. Horseplay shall not be permitted by any party renting the clubhouse. Loud and/or objectionable noise emanating from the clubhouse shall not be permitted.

12. Clean-up requirements by the Lessee include the following (checklist issued to Lessee at the time of Rental Agreement):

    a. Clean kitchen counters, sinks, stove, refrigerator, tabletops, and chairs
    b. Vacuum carpets/clean floors in all areas
    c. Bag garbage and place in trash receptacles at fenced area adjacent to the maintenance building
    d. Remove all decorations, rented furniture, etc.
    e. Place clubhouse furniture in original arrangement
    f. Clean bathroom sinks, countertops, and toilets

*** CHECK FOR CURRENT RENTAL FEE AND SECURITY DEPOSIT CHARGES AS THEY ARE SUBJECT TO CHANGE.**

g. Turn thermostat down to 55 degrees in heating weather or up to 80 degrees in air conditioning weather by pressing the appropriate arrow key on the front of the thermostat several times until the required temperature setting is displayed
h. Lock doors and windows
i. Turn off lights
j. All above must be completed by 10:00 AM on the day following the party

13. Keys:

a. Keys must be picked up from authorized key holders on the day that the reservation takes effect or on the last preceding business day. Keys will not be delivered or mailed. Rent and the security deposit must be paid and the Rental Agreement signed before keys will be issued.
b. Keys must be returned on the day following use of the premises to the authorized key holder.

Violation of any of the rules or conditions of this agreement by Lessee or Lessee's guests shall be sufficient cause for immediate termination of any function at the clubhouse by any Board member, without advance notice. The Lessee shall forfeit the entire security deposit if a function is so terminated by a Board member and shall be responsible for any additional cleaning costs or damages.

Lessee agrees to indemnify and save Lessor harmless from and against any and all liability for injury or damage to person or property of any nature arising out of the use of the leased premises except for acts or omissions of the Lessor. Lessee has read and agrees to abide by all the covenants and conditions contained herein.

IN WITNESS WHEREOF, the parties have signed this Rental Agreement this _____ day of _____, 20___.

LESSEE: _____
Name At Least 21 Years of Age (yes or no)

_____
Address:

Number of people attending party: _____

LESSOR: PUMPKIN HILL HOMEOWNERS ASSOCIATION, INC

By: _____
Board Member

*** CHECK FOR CURRENT RENTAL FEE AND SECURITY DEPOSIT CHARGES AS THEY ARE SUBJECT TO CHANGE.**

APPENDIX B

PUMPKIN HILL HOMEOWNERS ASSOCIAION

CLUBHOUSE AFTER USE CHECK LIST

Dear Lessee:

The following list of items must be completed after use of the clubhouse. After completing the various items on the list, please sign below and return this along with the clubhouse keys to the authorized key holder from whom you originally obtained the keys. All must be completed by 10:00 AM of the day following your party.

1. _____ Clean Kitchen Sink.
2. _____ Make sure you have not left any food in the refrigerator or cupboards.
3. _____ Clean the stove and refrigerator.
4. _____ Wipe off kitchen countertops.
5. _____ Clean tabletops and chairs.
6. _____ Clean bathroom sinks, countertops, and toilets.
7. _____ Empty and bag garbage from bathrooms and kitchen; place in trash receptacles at fenced area adjacent to maintenance building.
8. _____ Remove all cans and bottles and take them home to dispose or recycle.
9. _____ Remove all decorations, rented furniture, etc.
10. _____ Clean all vinyl floors.
11. _____ Vacuum floors/carpets in all areas.
12. _____ Place tables and chairs in original arrangement.
13. _____ Lock sliding glass doors and windows.
14. _____ Turn thermostat down to 55 degrees in heating weather or up to 80 degrees in air conditioning weather by pressing the appropriate arrow key on the front of the thermostat several times until the required temperature setting is displayed.
15. _____ Turn off all lights and the stove.
16. _____ Make sure the clubhouse door and closet door are locked!

SAMPLE

Date: _____ _____

Lessee

_____

Address

Date: _____ _____

Security deposit refund approved by
Pumpkin Hill Board Member

APPENDIX C

PUMPKIN HILL HOMEOWNERS ASSOCTATION

NOTICE OF INTENT TO INSTALL ANTENNA

PLEASE RETURN COMPLETED FORM TO:
Chairman, Architectural Committee
Pumpkin Hill Homeowners Association, Inc.

Homeowner(s):_____

Address:_____

Telephone: Day:_____ Evening:_____

Type of Antenna:

Direct broadcast satellite: ____18 inch or Other size: _____
Television broadcast: _____
Multipoint distribution service: _____ size: _____

Identify Installation Location:

[ ] Patio [ ] Deck [ ] Deck railing [ ] On privacy fence
[ ] Other – indicate other location _____
_____

Company performing installation: _____
You must provide a copy of the certificate of insurance of the contractor installing the antenna and the mast.
Date installation to be performed: _____

Will the installation be in compliance with all Association's guidelines, applicable building codes, and manufacturer's guidelines? [ ] Yes [ ] No

If no, you must submit a completed Variance Request form in which you must provide information supporting the necessity for the non-routine installation.

Is a mast necessary for reception? [ ] Yes [ ] No

If yes, is the mast required to extend more than 12 feet above the roofline or extend to a height greater than the distance from the installation to the lot line? [ ] Yes [ ] No

***If yes, then you must complete the Notification Form for Installation of Oversized Mast.**

I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to any other Association homeowners' property that occurs due to antenna installation, maintenance, and use.

Dated: _____Signed: _____

4/09

SAMPLE

APPENDIX D

PUMPKIN HILL HOMEOWNERS ASSOCTATION

NOTIFICATION FORM FOR INSTALLATION OF OVERSIZED MAST

PLEASE RETURN COMPLETED FORM TO:
Chairman, Architectural Committee
Pumpkin Hill Homeowners Association, Inc.

Homeowner (s):_____

Address:_____

Telephone: Day _____ Evening _____

Is a mast extending more than 12 feet above the roofline required for your antenna?
[ ] Yes [ ] No

Is the mast extending higher than the distance from the installation to the lot line?
[ ] Yes [ ] No

If you responded "Yes" to either question, you must provide your reasons why such a mast is necessary. Include a detailed drawing of the installation plans, including:

1. Description of the antenna and mast
2. Exact location of the mast and antenna installation
3. Description of the manner and method of installation
4. Total height of the mast and the height it will extend beyond the roofline. *Include an explanation of why the mast must extend to this height.*
5. Manufacturer specifications regarding the installation of the mast.

You must provide a copy of the certificate of insurance of the contractor installing the antenna and the mast.
Please indicate at least three dates and times that would be convenient for you to meet with the Board of Directors regarding this installation.

I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to any other Association homeowners' property that occurs due to antenna installation, maintenance, and use.

Dated:_____ Signed:_____

4/09

SAMPLE

PUMPKIN HILL HOMEOWNERS ASSOCIATION

SWIMMING POOL RULES

These rules have been developed in consideration for the safety and convenience of Pumpkin Hill residents and their guests. All residents wishing to use the swimming pool are required to sign a copy of these rules before obtaining a key for entrance to the pool. Residents should retain a copy of the rules in your home for future reference.

WARNING: THERE IS NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.

1. Pool hours are from 10:00 AM until dusk.

2. Two or more adults must be present in order to swim in the pool.

3. The maximum number of people in the pool at any given time is 35.

4. RESIDENTS MUST ACCOMPANY THEIR CHILDREN AND GUESTS AT THE POOL. Resident or adult eighteen (18) years of age or older must remain at the pool and supervise children under sixteen (16) years of age at all times.

5. KEYS TO THE POOL AREA ARE FOR RESIDENTS ONLY. NO DUPLICATE KEYS SHOULD BE MADE. VIOLATION OF THESE RULES WILL RESULT IN REVOCATION OF POOL PRIVILEGES.

6. A shower is mandatory before entering the pool. By order of the Monroe County Health Department, no one is allowed in pool while having a contagious disease or infectious condition of any kind. No band-aids, adhesive tape, hairpins, etc. are allowed in the pool.

7. Proper swim attire is required in the pool. Cut-offs are not allowed. Children who are not toilet trained are not permitted in the water unless wearing acceptable swim diapers.

8. No animals allowed in the pool or patio area.

9. No smoking in the pool or patio area.

10. No food or drink is allowed in the pool or in the shower area. No glass containers or alcoholic beverages are allowed anywhere in the pool area. Please keep the area clean. Dispose of any trash in proper containers.

SAMPLE

11. NO DIVING IS ALLOWED. No running, pushing, dunking, or other horseplay is allowed. Please refrain from yelling and screaming. Large floating devices are not permitted.

12. No profanity. Use of abusive language could result in removal from pool and suspension of pool privileges.

13. Chairs, lounges, and tables cannot be reserved or removed from pool area.

14. Pumpkin Hill Homeowners Association IS NOT responsible for any lost or stolen articles. Any articles recovered will be kept for 30 days.

15. The last 15 minutes of each hour is adult swim.

16. Swimming is not permitted during an electrical storm.

17. Everyone using the pool is required to sign in and out in the log book placed on top of the deck box located in the pool area.

18. The entrance gate must be kept closed at all times.

19. Pool privileges can be revoked if any rule is violated, at the discretion of the Pumpkin Hill Homeowners Association Board of Directors.

I/We have read and agree to the pool rules for Pumpkin Hill. I/We understand that we will receive one pool key per household once I/We sign a copy of the rules. THERE WILL BE A $50.00 REPLACEMENT FEE FOR ANY LOST KEYS.

Signature: _____
Date: _____

Signature: _____
Date: _____

Address: _____

APPENDIX F

PUMPKIN HILL HOMEOWNERS ASSOCIATION

VARIANCE REQUEST FORM

PLEASE RETURN COMPLETED FORM TO:
Chairman, Architectural Control Committee
Pumpkin Hill Homeowners Association, Inc.

HOMEOWNER:_____

ADDRESS:_____
PHONE: Daytime:_____
Evening:_____

TO THE BOARD OF DIRECTORS:
I REQEUST PERMISSION TO MAKE THE FOLLOWING CHANGES TO THE EXTERIOR OF MY TOWNHOUSE OR TO THE COMMON AREA OF THE COMMUNITY. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO OBTAIN ANY BUILDING PERMITS THAT MAY BE NECESSARY FOR THIS WORK. I HAVE ATTACHED A SKETCH OF PROPOSED CHANGES, LISTED MATERIALS TO BE USED, AND INDICATED WHO WILL DO THE WORK (please be explicit; extra sheets may be attached).

REASON FOR VARIANCE REQUEST:

_____
_____
_____
_____
_____

SAMPLE

WHO WILL COMPLETE THE WORK? **(All contractors must provide a certificate of insurance evidencing appropriate liability and workers compensation insurance):**_____

LENGTH OF GUARANTEE (If applicable): _____

INDICATE ANY FUTURE MAINTENANCE REQUIRED BY THE ASSOCIAITON:_____

_____

_____ _____
DATE **SIGNATURE OF PETITOINER**

BOARD OF DIRECTORS ACTION: _____ **APPROVED** _____**DENIED**

_____ _____
DATE **AUTHORIZED SIGNATURE**

COMMENTS:_____

_____

_____

LATEST COMPLETION DATE AFTER WHICH ANY APPROVAL IS AUTOMATICALLY REVOKED AND NEW VARIANCE REQUEST IS NECESSARY:_____

DATE ACTED-ON VARIANCE REQUEST MAILED TO PETITIONER:_____

PUMPKIN HILL HOMEOWNERS ASSOCIATION

RESPONSIBILITY CHART

APPENDIX G

The following list describes which items are the responsibility of the Association and which are the responsibility of the individual homeowner.

MAINTENANCE OF UNIT EXTERIOR	ASSOCIATION'S		HOMEOWNER'S		OTHER
	Repair/ Replace	Paint/ Stain	Repair/ Replace	Paint/ Stain***	
A/C condensing unit and Pad			X		
Basement foundation walls			X		
Decks-original (constructed by builder)	X	X			
Decks-homeowner installed			X	X	
Doors-front		X	X		
Doors-front frame			X		
Doors-front glass			X		
Doors-garage (ext. only)		X	X		
Doors-garage hardware/opener			X		
Driveways & Roads	X				
Fences-patios/decks (orig.)	X	X			
Fences-homeowner installed			X	X	
Fences-perimeter	X	X			
Gas lines to unit meters					RG&E
Gutters & downspouts	X				
Lawn/landscaping-common area	X				
Light poles					RG&E
Mailboxes	X	X			[redacted]
Newspaper receptacles			X		
Numbers-address			X		
Patios-original (constructed by builder)	X				
Patios-homeowner installed			X		
Power lines-meter to unit					RG&E
Power lines-to unit meter					RG&E
Roofing material/vents	X				
Shingles	X				
Shutters	X				
Sidewalks	X				
Siding-aluminum	X				
Skylights- glass & frame			X		
Stoop/Porch	X				
Storm doors/windows/screens			X		
Storm sewer lines	X				
TV cables-Exterior					TV COMPANY
Water faucet-Exterior			X		
Water lateral to unit	X				
Window wells-basements			X		
Window wells-covers			X		
Windows-basement frames		X			
Windows & glass surfaces			X		
Wood trim & caulking	X	X			

*** Only specified colors are permitted on the patio/deck fences and decks.
(see Clubhouse display case for acceptable colors)

NOTE: The individual homeowner is responsible for interior repairs unless necessitated by defects in the exterior of the building.

Revised: 7/09
Original: 11/20/1995

Appendix H

Pumpkin Hill Front Foundation Borders

1. No plastic edging can be used
2. No loose slate, rocks or bricks can be used
3. No foundation borders around trees
4. Foundation pavers cannot be more than 8" high
5. Color to be a neutral shade and passed by Board of Directors
6. Variance has to be submitted and approved before any work is done
7. If using a contractor the contractor has to provide insurance to HOA
8. If homeowner is doing the work has to be inspected by Committee
9. Homeowner should make a 6" trench, use paver base, and stone dust mixture
10. When homeowner sells unit it is the homeowner's/agent's responsibility to tell new homeowner it is their responsibility to maintain the foundation border not the HOA
11. Borders must be 3 inches from the driveway