

Boulder Ridge Homeowners Association Rules and Regulations Members and Association Responsibilities

Topic/Item	Responsibility		Comments
	Members	Assoc.	
Association Dues <i>BR Declaration 14.1</i>	X		➤ Due on the 1 st of each month. A late fee of \$25 will be assessed on balances over 30 days. The late fee will increase to \$100 each month after.
Association Members <i>BR Bylaws Article II, Section 1</i>	X		➤ Each Unit equates to 1 vote.
Bicycles/Toys/Wading Pools/Etc. <i>BR Declaration 12.6</i>	X		<ul style="list-style-type: none"> ➤ Must be stored inside units or garage, not on outdoor patios or driveways. ➤ Wading pools are allowed but must be emptied and removed from lawn areas daily and on designated lawn care mowing days.
Clotheslines <i>BR Declaration 12.6</i>	X		➤ Clotheslines are not permitted. Railings cannot be used to hang clothes, towels, etc.
Common Elements—Maintenance, Repair, Replacement <i>BR Declaration 12.6</i>		X	<ul style="list-style-type: none"> ➤ Common areas are for use by all Members. ➤ Any damage caused to Common Elements by a homeowner or homeowner’s guest will be assessed to responsible Member for repairs.
Dryer Vents <i>BR Declaration 15.1</i>	X	X	➤ To avoid a fire hazard, dryer vents must be cleaned every three years. The association will arrange for this cleaning, subject to assessment. General maintenance, and additional cleaning, is the responsibility of the homeowner.
Exterior of Unit <i>BR Declaration 6 and 15</i>	X	X	<ul style="list-style-type: none"> ➤ Doors: Painting, repairs, and replacement of garage and front doors are the association’s responsibility. The operating mechanisms are the responsibility of the homeowner. Storm doors are the responsibility of the homeowner. Prior to installing a storm door, a homeowner must complete the Storm Door Agreement. ➤ Driveway: The association will complete repairs and replacements of driveways. ➤ Gutters and Downspouts: The association will complete repairs and replacements of gutters and downspouts. ➤ Lights: The association will complete repairs and replacements of exterior light fixtures and the bulbs of the garage fixtures. Homeowners are responsible for

			<p>replacement of bulbs in the porch fixture.</p> <ul style="list-style-type: none"> ➤ Garage Faucets: All hoses must be removed from garage faucets in cold weather, especially prior to freezing temperatures. Repair of broken pipes or water lines from place of hose removal will be the homeowner's expense. ➤ Patio: The association will complete repairs and replacements of the patio areas. ➤ Roof: The association will complete repairs and replacements of the roofs. ➤ Siding: The association will complete repairs and replacements of siding. ➤ Windows and Frames: The association will complete repair and replacements of windows. ➤ All/any repair costs of Limited Common Elements may be subject to assessment.
Fine Schedule <i>BR Bylaws Article III, Section 14 K</i>	X		<ul style="list-style-type: none"> ➤ Any violations to the Rules and Regulations document may incur a fine of \$50. ➤ The Member will be notified in person and/or via phone, email, or in writing by the association's management company or by a member of the BR Board of Director's. ➤ If the violation is not cured within a time period as determined by the current Board of Directors, a per day fine will be incurred until the violation is cured.
Fire Extinguisher	X		<ul style="list-style-type: none"> ➤ Recommended for safety. ➤ Check expiration date.
Portable Fire Pits/Outdoor Fireplaces <i>BR Declaration 12.6</i>	X		<ul style="list-style-type: none"> ➤ Portable fire pits are permitted on driveways, in compliance with City ordinance. ➤ Permanent fire pits are not allowed. ➤ Fires must be tended to at all times. Unattended smoldering ashes are not permitted. ➤ Burning of leaves, branches, and debris is not permitted.
Flags (Decorative) <i>BR Declaration 12.6</i>	X		<ul style="list-style-type: none"> ➤ Each Member may have one flagpole affixed to their garage or house. ➤ Freestanding flagpoles are not allowed. ➤ Permitted flags include the American Flag only.
Garage Sales	X		<ul style="list-style-type: none"> ➤ Garage sales are allowed. Refer to 'Signage' section.
Garbage/Recycling Containers <i>BR Bylaws Article III, Section A</i>	X		<ul style="list-style-type: none"> ➤ Must be stored in garage when not out for collection. ➤ After collection, they must be returned to the garage within 24 hours. ➤ Leaving garbage containers outside is not allowed. ➤ Any recycling/garbage outside the containers is not allowed.

<p>Garbage/ Temporary Storage PODS <i>BR Declaration 12.3</i></p>	<p>X</p>		<ul style="list-style-type: none"> ➤ If the Member needs to use a dumpster or storage unit for remodeling/reorganizing purposes, the Member must submit a written request to the Board or management company and has to have Board approval prior to its arrival. ➤ If approved by the Board, the dumpster must be placed in the driveway of the homeowner for less than 4 weeks. ➤ Any damage done to Common Elements, driveways, or units are the Member’s responsibility to repair.
<p>House Numbers</p>		<p>X</p>	<ul style="list-style-type: none"> ➤ The association will be responsible for repair and replacement of house numbers.
<p>Icy Sidewalks <i>BR Declaration 15.1</i></p>	<p>X</p>	<p>X</p>	<ul style="list-style-type: none"> ➤ Boulder Ridge makes the best effort to address icy sidewalks. ➤ Members walking on icy sidewalk do so at their own risk. ➤ Any Member who notices dangerous conditions on sidewalks (or road) should alert the Board or management company as soon as possible. ➤ Members are responsible for salting their individual driveways and walkways.
<p>Landscape – Association Responsibilities <i>BR Declaration 15.1</i></p>		<p>X</p>	<ul style="list-style-type: none"> ➤ The Association uses a licensed contractor to handle landscaping: <ul style="list-style-type: none"> • Lawn care, which includes mowing, fertilizing, weed control, aeration, detaching, and debris cleanup, etc. • Shrubbery/bushes on Common Elements Irrigation System • Trees • Wood mulching • Snow removal ➤ Maintain all landscaped areas located on BR Common Elements including the entry to the BR and landscaping around trees.

<p>Landscape - Members' Responsibilities BR Bylaws Article III, Section A</p>	<p>X</p>		<ul style="list-style-type: none"> ➤ Homeowners are responsible for repairing damaged areas from pets. ➤ Homeowners are responsible for maintaining potted plants. ➤ The Association provides clean up and trimming in spring and fall, but members are responsible for maintaining the adjacent area outside their Unit at other times. ➤ Potted and hanging flowers/plants on patios/decks and by the home entrance are allowed. ➤ Birdfeeders and birdbaths are permitted within the landscaped area adjacent to each Unit. Members must keep birdfeeder areas clean. ➤ All gardening equipment (e.g. hoses, water cans, tools, supplies) should be stored in the garage or in a disguised area when not being used. ➤ A permanent flowerpot or display to the exterior of your Unit that requires defacing of the building with either nailing or drilling, requires approved from the Board. ➤ The Board or management company will notify members if landscaping maintenance is needed.
<p>Landscape – Lighting BR Declaration 12</p>	<p>X</p>		<ul style="list-style-type: none"> ➤ Landscape lighting is permitted in landscaped area and is not to be installed along driveway or in grassy area. ➤ To add/modify landscape lighting the Member must submit an Architecture Request Form (found on the BR Website). The form is submitted to the Board for review and approval prior to performing desired changes. The Board or management company shall give the Member written notice of approval or disapproval. <p>* BR Declaration Sections 7.11, 8.1(a), & 8.2.b</p>
<p>Mailbox</p>	<p>X</p>	<p>X</p>	<ul style="list-style-type: none"> ➤ The Association will maintain the mailboxes. ➤ The Association does not maintain mailbox keys. Members must contact USPS for lost keys or damaged locks.
<p>Landscape - Restrictions on Alterations BR Declaration 12</p>	<p>X</p>		<ul style="list-style-type: none"> ➤ Members who wish to add or change the exterior of their Unit (e.g., landscaping, patio, etc.) must submit an Architecture Request Form (found on the BR Website). The form is submitted to the Board for approval. The Board or management company shall give the Member written notice of approval or disapproval.

<p>Leasing BR Bylaws Article III, Section A</p>	<p>X</p>		<ul style="list-style-type: none"> ➤ The length of any lease must be a minimum of 6 months. ➤ Maximum of 20% of the BR units may be leased at one time. ➤ Member and the tenant have a written lease agreement, and a copy of the lease agreement has been filed with the management company one week prior to the start of the lease. ➤ Lease agreement obligates tenant(s) to comply with all the BR governing documents. ➤ The Unit must have a valid rental certificate and be in compliance with all city, state, and federal codes and guidelines. ➤ File current contract information for tenant(s) and member with the management company.
<p>Lights - Seasonal/ Holiday BR Declaration 12.6</p>	<p>X</p>		<ul style="list-style-type: none"> ➤ Holiday decorations should not be in place more than 2 weeks before and after a holiday, with the exception of December decorations which may be displayed by Thanksgiving until February. ➤ Multiple colored lights on any limited common elements are to be reserved for holidays only. White lights are to be used for everyday use, with the exception of a single-colored light on a patio decoration.
<p>Parking/Parking Pads BR Declaration 12.3, Bylaws Article III Section A</p>	<p>X</p>		<ul style="list-style-type: none"> ➤ No owner, tenant, occupant, or guest may obstruct the Common Elements (defined in the Boulder Ridge Declaration). No item may be stored on the Common Elements without the Board’s prior written consent. No owner, tenant, or guest may keep or store any trailers or recreational equipment, including, but not limited to, camper trailers, pick-up campers, motorized self-propelled motor homes, boats or boat trailers, snowmobiles, Jet Skis or ATVs on any portion of the Common Elements. ➤ No owners, tenants, or occupants may store anything in the garage portion of a unit that prevents use of the garage portion of the unit for storage of the owner’s, tenant’s, or occupant’s personal automobile. ➤ Dented, rusted, or otherwise unsightly vehicles may not be left in driveways or common parking spaces and must be stored in garages in order to maintain the aesthetics and value of the property. ➤ No owner’s, tenant’s, or occupant’s vehicles may permanently occupy a common parking space. ➤ If a vehicle is parked in a driveway or common parking space and impedes snow removal, the vehicle owner is responsible for removing the snow around and under the vehicle. ➤ Parking on the street is prohibited. ➤ Violators of the parking regulations are subject to vehicles being towed. All costs of towing will be at the vehicle owner’s expense.

<p>Pets <i>BR Declaration 12.7, Bylaws Article III Section A</i></p>	<p>X</p>		<ul style="list-style-type: none"> ➤ Pet owners assume full responsibility for nuisances, personal injuries, or property damage caused by their pet. It is strongly recommended that any pet owner carry personal liability insurance and/or pet liability insurance to protect their accumulated wealth and assets. <ul style="list-style-type: none"> • Damage to lawn areas will be repaired by the BR’s vendor of choice and the cost of repair will be assessed to the Member. ➤ Members are responsible for their guests’ pets. ➤ Animals must be on a leash and in total control by Member’s when outside the Unit or in Common Areas of the property. ➤ Pets may be temporarily tied or staked in the grass area directly in front of an owner’s unit, provided that: <ul style="list-style-type: none"> the chain does not exceed eight feet. the pet remains tied less than 15 minutes when the owner is not present outside the unit. the chained pet cannot make contact with a paved driving area. ➤ Pets must be licensed and tagged in accordance with state and local laws. ➤ Any pets found wandering may be immediately turned over to the Humane Society or local authorities. ➤ Any problem(s), such as noise, odor, threatening, nuisance activity, or failure to adhere to these rules and regulations will be cause for Member to be subject to a pet violation notice. In the event that the offending animal owner does not respond with an “action to cure” statement within 20 days or appear at the designated board meeting, the Board will direct that the animal be permanently removed from the property within 30 days. ➤ In an effort to keep the number and size of pets reasonable, the total allowed combined weight of your pet(s) is 125 pounds. Any unit exceeding this limit must seek written Board approval.
<p>Property Owner Changes</p>	<p>X</p>		<ul style="list-style-type: none"> ➤ Notify Board and the management company in writing of sale/new owners.
<p>Road and Sidewalk Repair/Replacement <i>BR Declaration 15.1</i></p>		<p>X</p>	<ul style="list-style-type: none"> ➤ Private roads and sidewalks are the responsibility of BR. ➤ Members should report any problems to the management company.
<p>Rodent Removal</p>	<p>X</p>	<p>X</p>	<ul style="list-style-type: none"> ➤ Member’s responsibility to take care of mice, moles, bees, and other insects/birds, or rodent control immediately adjacent to or on their unit. ➤ BR will take care of All Common Areas where pests have become a nuisance or destructive.

Roof Repair/Replacement/ Maintenance <i>BR Declaration 15.1</i>		X	<ul style="list-style-type: none"> ➤ The association will maintain the roof as needed.
Satellite Dish/Antennas <i>BR Declaration 12.6</i>	X		<ul style="list-style-type: none"> ➤ One antenna may be installed as permitted by applicable federal law. ➤ One antenna one meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming, any antenna for receiving television broadcast signals installed properly and preferred to minimize it's visibility on the roof. ➤ Additional rules and restrictions apply and can be found at boulderridgerochester.com. ➤ The Satellite Dish Installation Agreement must be completed prior to installation and can be found at the association's website.
Signage <i>BR Declaration 12.10</i>	X		<ul style="list-style-type: none"> ➤ No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Common Elements unless the Board provides written consent.
Smoke Alarms/CO Detectors	X		<ul style="list-style-type: none"> ➤ Replace batteries yearly. ➤ Check expiration date on alarm units and replace entire unit every 10 years.
Snow Removal	X	X	<ul style="list-style-type: none"> ➤ The BR vendor contract includes snow removal at 1 inch or above for private roads, and 2 inches for drives and sidewalks. ➤ Member is responsible for removal of snow under 1 inch. ➤ Association is responsible for snow removal on private roads, Unit driveways, entryways, and BR sidewalks. ➤ Individual Members need to make their own arrangement at their own expense for snow removal if their departure is prior to vender snow removal.

BR Declaration Definitions (Section 1)

- ❖ Common Elements: “. . . all portions of the CIC other than Units”
- ❖ Member: “. . . Person or Persons with membership rights in the Association. If a Person is the sole owner of a Unit, the Person is a Member of the Association. If more than one Person owns a Unit, all Persons who own the Unit are considered to be, collectively, a single Member of the Association.”
- ❖ Unit: “. . . a physical portion of the CIC the boundaries of which are described in the Declaration and which is intended for separate ownership.”

Boulder Ridge Association of Rochester (BR)

BR Website - boulderridgerochester.com

These BR Rules and Regulations were adopted by the Board of Directors on 10/2023 and are effective beginning 12/1/2023.