

The Gardens at Fieldstone Homeowners Association

A Summary of Organization, Procedures,
Regulations and Responsibilities

October 11, 2017

Introduction

The Gardens at Fieldstone (referred to as “The Gardens”) is a defined 54 unit Homeowners Association that was incorporated as a “Not-for-Profit Corporation” on September 8th, 2010. Its Declarations and By Laws conform to New York State laws governing homeowners associations. They are intended to assure consistency, unity and a standard for maintaining The Gardens as an outstanding community where residents enjoy living and property values are protected. Each homeowner will receive a copy of the Declaration and By-Laws when they close on their property. Everyone is encouraged to read these documents.

Living in a shared community has many benefits, but also imposes certain rules and regulations. Many of these rules, as well as much of the language in the Declaration and By Laws, were modeled from similar communities. Their intent is not to restrict, but rather to clarify.

Adherence to these rules and regulations is the responsibility of all associated with The Gardens. Enforcement is the responsibility of the Board of Directors as detailed in the Declaration and By Laws. Variance requests and infractions are reviewed at regular scheduled Board meetings.

The following pages contain information which we feel is important to you. This summary does not contain the Declarations or By Laws, the official legal documents of The Gardens Homeowners Association; however the relevant section(s) are referenced in the summary that follows. You should have received copies of both at the time of the purchase of your home. Those documents include the details of your rights and responsibilities. When you signed the deed for your home at The Gardens, you were signing that you would abide by them. You are, in fact, legally bound by them.

Responsibilities of the homeowner and the Homeowners Association are summarized in a table at the end of this document.

Any person leasing a home at The Gardens is subject to the same rules and regulations as homeowners. Homeowners are responsible for fully advising any person who leases of these rules and regulations.

While this summary endeavors to set forth certain rights and obligations, it does not define or limit the scope of the Declaration or By Laws of The Gardens Homeowners Association.

Additional information, including the Declaration and By-Laws, can be found at

<http://realtyperformancegroup.com/gardens-fieldstone-association-hilton-ny-14468/>

Questions should be directed to our management company,

Realty Performance Group
1800 Hudson Ave. Suite 100
Rochester, New York 14617
585 225-7440

HOA Organization

The Homeowners Association is a not-for-profit corporation incorporated in the state of New York. It is made up of all lot owners, persons leasing from the Sponsor and the Sponsor (North Greece Road LLC, commonly referred to as the builder) for as long as the Sponsor holds title to one lot.

Like other corporations, the business and affairs of the Homeowners Association is managed by a Board of Directors.

The Board of Directors

The responsibilities of the Board include approving the annual Homeowners Association budget, monitoring financial performance, and reviewing and approving variances.

Elections to the Board of Directors takes place at the Homeowners Association annual meeting. The annual meeting may take place on any day and time that is convenient to a majority of the Lot Owners. That day is to be selected by the Board of Directors. Notice of the meeting must sent to all Lot Owners in writing not less than seven days or more than sixty days in advance of the date of the meeting. The presence in person or by proxy of Lot Owners having $\frac{1}{2}$ of the total authorized votes will constitute a quorum. The 2017 annual meeting took place on September 26th.

Beginning in the fall of 2017 the Board will consist of two elected representatives of the Lot Owners and one member appointed by the Sponsor. Lot Owners will be notified prior to the annual meeting regarding openings to be filled on the next year's board including the process by which Lot Owners may run for a Board position. Persons elected to the Board serve for a period of two years. There is nothing that prevents someone from being elected to the Board a second time, but they must be voted in again.

The Board will hold an organizational meeting immediately following the annual meeting. The purpose is to elect Officers of the Association as well as other business that may come before the Board. The Board is to meet on a regular basis throughout the year with a minimum of 3 meetings per year. Lot owners will be made aware of scheduled Board meetings and minutes of all Board meetings will be available to all Lot owners.

Officers of the Association.

The Board of Directors elects the Officers of the Association. While the Officers may be Board members, only the president must be a member of the Board. The Association must have the following officers; a President, one Vice-President, a Secretary and a Treasurer. Article VI describes the duties of each. The By Laws allow for other officers as well as various committees. The Board may employ a managing agent to perform such services as the Board authorizes.

Your neighbors and the Gardens social activities

A list of the Gardens' residents with phone numbers and email addresses is available from the Gardens social coordinator.

A variety of social activities are held at the Gardens, including a monthly women's group, a men's card night and occasional social events such as a brunch or a cookout. Attendance at any these functions is entirely up to the individual with no expectations set by anyone.

Your Lot

Persons who have owned property in the past are familiar with the concept of a property lot. Site plans for the Gardens show the location of the lot lines for each home. The primary purpose of these lot lines is to determine the size of the property owned by the Lot Owner so property tax assessments can be made.

The Homeowners Association is responsible for the general maintenance of each lot, including grass mowing, fertilization, watering and the maintaining of shrubs and trees planted in the front of each unit. Any modification of the lot including additional planting of trees and shrubs must receive prior approval from the Association Board of Directors.

The Common Areas

The Homeowners Association will own all land in the Gardens that are not individual lots. This area includes roadways, sewers, water supply, storm water management facility, lawn areas and the clubhouse. It is the responsibility of the Homeowners Association to maintain the common areas for the benefit of all.

The Clubhouse

The clubhouse is a facility that is available to all Lot Owners. Each Lot Owner will receive a personal key to the clubhouse at the time of closing.

Use of the clubhouse for meetings, watching TV, using the exercise equipment or similar low impact activities can be done without any pre-scheduling and does not require any payment. Availability is on a first come basis.

A payment in advance of \$40 is required to reserve the clubhouse. When the clubhouse is scheduled in this manner the owner who has scheduled will have exclusive use of the clubhouse. To schedule the clubhouse contact the clubhouse coordinator.

The clubhouse is available for Lot owner use between the hours of 7:00 am and 11:00 pm. Every effort will be made to keep an up to date schedule of reserved activities posted in clubhouse.

The clubhouse is not to be used by any outside organization.

Lot owners should be present whenever a guest is using the clubhouse.

Use of the fitness room is reserved for adult lot owners. Persons under the age of 18 or guests may not use the fitness room.

All Lot Owners using the clubhouse are expected to leave the facility in the excellent condition they found it. After use, as required, the floor should be vacuumed, the kitchen and grill cleaned, chairs put away, the trash and recyclables taken out, all lights and the fitness equipment turned off, and the doors locked. Damage to the clubhouse beyond normal wear and tear and/or additional, special cleaning will be charged to the Lot Owner.

All items needed for an event are to be supplied by the Lot Owner using the clubhouse. A small amount of supplies will be stocked in the clubhouse by the Association for use during Association events. In addition, two tanks of propane will be provided by the Association for the grill on the patio. To make the next Lot Owner's experience a good one, please notify Realty Performance when a propane tank is empty.

Smoking, including e-cigarettes, is not permitted in the clubhouse or on the grilling patio. No pets or animals of any kind are permitted in the clubhouse.

The Town of Greece Fire Marshall limits the occupancy in the clubhouse to no more than 87 persons.

Assessments

Monthly maintenance assessments are collected from all homeowners to cover the various operating expenses of the Homeowners Association, including the landscaping contract, snow removal, trash removal, insurance and the management company fee. In addition, a portion of the monthly assessment is placed a Long Term Replacement Reserve Fund to pay for major repairs in the future. At the time of the writing of this summary the monthly assessment is \$ 220.

Special assessments, in addition to the monthly maintenance assessment, may be levied. The Declaration spells out the details of notification and voting approval of any special assessment.

Any assessments, whether monthly or special, that are not paid shall be delinquent. The Declaration details how the Board may proceed to collect any delinquent amounts.

Occupancy

Whether owned or leased, each home is to be occupied by no more than two unrelated adults or 4 adults all related to each other.

Building and Lot Changes

A homeowner may improve the interior of their home by new or replaced construction as long as the changes are structurally sound, comply with building codes of The Town of Greece and do not affect the exterior appearance of the home.

No modifications of any kind are allowed to the exterior of the home or to the lot without prior written approval of the Board. Such modifications typically include, but are not limited to, color of exterior siding, awnings, lights, doors, storm doors, windows, mechanical devices, TV antennas, flower boxes and flags. Possession of a Town of Greece building permit does not waive the need for Board approval.

Variance Procedure and Violations

By reading and understanding this document, the Declaration and By Laws each homeowner is expected to know the general covenants and restrictions of The Gardens Homeowner Association. Requests for a variance to any of these requirements should be made in advance by completing the Variance Request Form at the back of this document. The Variance Request Form can also be found at

<http://realtyperformancegroup.com/wp-content/uploads/2016/06/Variance-Request-060816.pdf>

Additional help can be obtained by contacting Realty Performance or for changes to buildings and grounds, the architectural review coordinator.

Procedures for dealing with violations are detailed in the Declaration, including monetary and legal remedies. One measure of an effective, properly functioning association would be that such actions would never be required.

Trash Storage and Removal

Trash containers are to be kept in the homeowner's garage. Containers may be placed on the street 24 hours prior to pickup (currently on Thursday). Any special pickup of items such as appliances, carpeting, etc. must be arranged by the homeowner and should be completed in a timely manner.

Pets

No animals, birds or insects may be kept or bred outdoors on any lot. Homeowners may have one dog, one dog and one cat, or two cats. In addition, fish and birds kept in cages are permitted.

The Board has the right to request homeowners to appropriately deal with any animal deemed to be creating a nuisance.

Driving, Parking and Vehicles

The posted speed limit for The Gardens is 20 mph.

Overnight parking on the street is prohibited from December 1st thru April 1st.

Various over sized vehicles including campers, boats and trailers are not permitted in The Gardens. In addition, snowmobiles, unlicensed motorcycles, ATV's and similar vehicles are not permitted.

Lease of Townhome/Patio home

A home may be leased provided that the lease is for a minimum of one year and the entire home is leased.

Anyone leasing a home is subject to all the rules and restrictions of the Homeowners Association.

Insurance

The Board is responsible for obtaining and maintaining insurance including fire and casualty insurance, liability insurance for occurrences on association property and director's liability insurance.

Each homeowner is responsible for personal property insurance and liability insurance for their home.

Signs

The Sponsor in connection with the initial sale or lease of lots may place a sign on the affected property. Lot owners may display home security signs (eg. ADT). No additional signage may be placed for display except with prior consent of the Board.

Yards, Plantings and Gardens

The Sponsor is responsible for providing the initial lawn and foundation plantings in the front of each home. The Homeowners Association is responsible for mowing and trimming of grass and front bushes, fertilization and weed/pest control through contracts established with landscaping contractors. In addition, the Association is responsible for watering front lawns using the installed in ground sprinkler system.

The Lot Owner may request a variance from the Board for additional outdoor features including side and backyard plantings, decks, and patios.

The Gardens at Fieldstone
MAINTENANCE RESPONSIBILITY CHART

<u>ITEM</u>	<u>RESPONSIBILITY</u>		
	<u>ASSOCIATION</u>	<u>HOMEOWNER</u>	<u>OTHER</u>
Air conditioning condenser and pad		X	
Cable television underground cables			X
Door bell button		X	
Door replacements (exterior/garage/screen/storm)		X	
Doors – painting (exterior/garage)		X	
Driveway sealing	X		
Driveway/private road resurfacing	X		
Fascia	X		
Foundations/basement walls		X	
Garage door/opener/mechanicals		X	
Garage floor		X	
Gutters & downspouts	X		
Hose bibs		X	
Lawn mowing/fertilization/weed control	X		
Lawn watering	X		
Lights – street lights	X		
Lights – exterior garage lights/bulbs	X		
Lights – other exterior lights/bulbs		X	
Mailboxes	X		
Patios		X	
Privacy fences	X		
Recreational facilities (clubhouse)	X		
Roofs	X		
Sewer mains			X
Sewer laterals	X		
Shrubs – installed by sponsor	X		
Shrubs – installed by homeowners		X	
Sidewalks & Steps – on common areas	X		
Siding – staining/replacement	X		
Skylights – glass/replace		X	
Skylights – exterior sealant	X		
Snow plowing driveways/private roads	X		
Snow shoveling front sidewalks	X		
Stoops		X	
Telephone cables			X
Trash containers	X		
Trash disposals (curbside service)	X		
Trees – installed by sponsor	X		
Trees – installed by homeowners		X	
Trim replacement/painting – exterior	X		
Water mains			X
Water laterals	X		
Windows/casements/screens/cleaning		X	
Window wells/covers		X	

Variance Request

PLEASE RETURN COMPLETED FORM TO:

Realty Performance Group Inc.
1800 Hudson Avenue, Suite 100
Rochester, New York 14617

HOMEOWNER _____

ADDRESS _____

PHONE (daytime) _____

PROPERTY _____

(evening) _____

TO THE BOARD OF DIRECTORS:

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

REASON FOR THE VARIANCE REQUEST: _____

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

LENGTH OF GUARANTEE (If applicable): _____

INDICATE ANY FUTURE MAINTENANCE REQUIRED BY THE ASSOCIATION: _____

DATE

SIGNATURE OF PETITIONER

BOARD OF DIRECTORS ACTION:

_____ APPROVED

_____ DENIED

DATE

AUTHORIZED SIGNATURE

COMMENTS: _____

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

DATE ON WHICH ACTED-ON VARIANCE REQUEST MAILED TO PETITIONER _____