

The Gardens at Fieldstone Homeowners Association

A Summary of Organization, Procedures, Regulations and Responsibilities

Effective:
November 19, 2021

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 homeowner’s 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 Residents, 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 Homeowners. That day is to be selected by the Board of Directors. Notice of the meeting must sent to all Homeowners 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 Homeowners having $\frac{1}{2}$ of the total authorized votes will constitute a quorum.

Beginning in the fall of 2020 the Board will consist of four elected representatives of the Homeowners, plus the Sponsor. Homeowners will be notified prior to the annual meeting regarding openings to be filled on the next year's board including the process by which Homeowners 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. Homeowners will be made aware of scheduled Board meetings and minutes of all Board meetings will be available to all Homeowners.

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 to be appointed by the Board to assist in their work by attending regular Board meetings to report on their activities and serve in an advisory role. Committee Chairs help the Board to carry out their decision making and approval responsibilities in a transparent and informed manner. Job descriptions for officers and committee chairs are available upon request. 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.

A list of Garden residents who have volunteered to help with small tasks in the community is available on the website: <http://realtperformancegroup.com/gardens-fieldstone-association-hilton-ny-14468>

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 in 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 \$270.

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 within 30 days shall be delinquent. The Declaration details how the Board may proceed to collect any delinquent amounts.

Homeowner Lots and Common Areas

The purchase of either a townhome or patio home includes some amount of land surrounding the home, as delineated on the instrument survey map you received at closing. Ownership of the surrounding land is used to calculate property taxes. As described elsewhere in this handbook and the Declaration and By-Laws, this land is subject to the Homeowners Association regulations regarding modifications to home exteriors and landscaping. **All modifications require prior approval of the Board through the variance process.**

The Homeowners Association will own all land in the Gardens, excluding actual townhomes, patio homes and their surrounding lots. These areas include roadways, sewers, water supply, storm water management facility, lawn areas and the clubhouse. It is the responsibility of the Homeowners Association to maintain these areas for the benefit of all, including grass mowing, fertilization and maintaining of shrubs and trees planted in the front of each unit. The Homeowners Association is also responsible for similar maintenance of the homeowners' lots. Please reference the Maintenance Responsibility Chart on p. 9.

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. Possession of a Town of Greece building permit does not waive the need for Board approval. Homeowners will be responsible for all damages or other issues that arise from modifications.

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. In addition, a variance request should be submitted for any maintenance work performed by an outside contractor to the exterior of the home or grounds surrounding the home.

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.

Yards, Plantings, Gardens and Common Areas

To maintain the uniform aesthetic of the community and to ensure unimpeded access for lawn and other maintenance, each homeowner will use the following guidelines:

- There will be no items of any kind placed in or under the trees in the front yards
- There will be no items placed on the lawn areas
- There will be no more than three decorative items placed in the front shrub area
- There will be no plants/flowers planted in the front shrub area.
- Solar lights are permitted in the landscaping along sidewalks for safety
- Solar lights not adjacent to sidewalks will be considered decorative items
- There will be no inflatable items

Homeowners may request a variance from the Board for additional outdoor features including side and backyard plantings, decks, and patios using the variance procedure described elsewhere in this document. Consideration should be given to on-going maintenance. For example, currently 65" clearance is required for lawn mowing.

Holiday Decorations

Decorations must not present a safety hazard or restrict building access.

Decorations may be displayed for a period not to exceed four (4) weeks before and two (2) weeks after a holiday. Lights are permitted on back yard trees and front landscape shrubbery, but not on front yard trees. All electrical decorations must comply with the electrical codes and be UL approved. Decorations must not cause damage to the exterior of the building.

Signs

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

Outdoor Fireplaces, Fire Pits, Fireworks, etc.

Because of the material and financial risk of fire damage to the community, any type of outdoor, open pit fireplace is expressly prohibited as are all types and manner of fireworks.

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 pick-up (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.

The Clubhouse

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

Availability of the clubhouse for use by Residents is on a first-come basis, except for community-wide functions which will take priority. Scheduling of the clubhouse may be done up to 3 months in advance.

Use of the clubhouse for groups of 8 or larger requires that the Homeowner reserve the clubhouse by contacting the clubhouse coordinator prior to use. When the clubhouse is scheduled in this manner the owner who has scheduled will have exclusive use of the clubhouse.

Use of the clubhouse for individuals and groups less than 8 can be done without any pre-scheduling, however, these groups may pre-schedule to ensure exclusive use.

All persons using the clubhouse are asked to sign in and out using the form available by the front door. All use of the clubhouse, independent of the group size, will be done in a manner consistent with current CDC guidelines, including, but not limited to, the wearing of masks and social distancing.

The clubhouse coordinator will instruct individuals reserving the clubhouse to complete a "Checklist for Clubhouse Users" form after use of the clubhouse and to leave the completed form in the clubhouse (on the kitchen counter) for pickup by the coordinator. Checklists can be found in an envelope attached to the clubhouse bulletin board.

The clubhouse is available for Resident 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 the clubhouse. Please notify the coordinator of any changes to reserved functions.

The clubhouse is not to be used by any organization of which a Resident is not a member. Residents must be present whenever a guest is using the clubhouse.

Use of the fitness room is reserved for adult Residents. Persons under the age of 18 may not use the fitness room.

Damage to the clubhouse beyond normal wear and tear and/or additional, special cleaning will be charged to the Homeowner.

Smoking, including e-cigarettes, is not permitted in the clubhouse or on the grilling patio. With the exception of service animals, 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.

Pets

Homeowners may have one dog, one dog and one cat, or two cats. All pets while outside of the owner's unit must be properly restrained by a collar or a harness and leash. No animals, birds or insects may be kept or bred outdoors on any lot. In addition, fish and birds kept in cages are permitted. It is the responsibility of each homeowner to control and clean up after their pets immediately.

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

Excessive Noise

The Town of Greece noise ordinance will serve as the basic guideline for the Gardens. Given that we live in a neighborhood of high-density homes, we expect all owners/lessees and their guests to be mindful of activities that may unduly disturb their neighbors. Any activity that creates excessive noise should be avoided between the hours of 10pm and 7am.

Driving, Parking and Vehicles

The posted speed limit for The Gardens is 20 mph. Long-term parking by homeowners in Gardens of Fieldstone parking areas is prohibited without prior approval of the Board of Directors.

Overnight parking on all streets is prohibited year-round.

Various oversized 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.

Ownership and the Leasing of Townhome/Patio home

1. Whether owned or leased, each home is to be occupied by no more than 2 unrelated adults or 4 adults all related to each other.
2. Any homeowner who leases his townhome or patio home is deemed to have delegated his right of enjoyment to the common area and facilities to others. He forfeits his own right of enjoyment during any period that he does not reside on the property.
3. A townhome or patio home may not be leased without prior Board approval. To obtain Board approval the following two documents must be on file with the Management Company: 1) a signed copy of the attached lease addendum, and, 2) a written copy of the lease that shall include the following:
 - a. Owner's name, address, and phone number
 - b. Tenant's name and phone number
 - c. Term of lease (12-month minimum)
 - d. A reference to the tenant's duty to abide by the Declaration of Covenants, The By-Laws and Rules and Regulations of the Association described in the Gardens of Fieldstone handbook.

4. The following items issued to each home, must remain in the home for the tenant: The Gardens at Fieldstone Handbook, a copy of the Declaration of Covenants, and a copy of the Association By-Laws.
5. The owner is responsible for the conduct of his tenants and for any damages caused by them, their families or guests.
6. Only 5% of completed homes in the Gardens of Fieldstone may be leased at any time. At the time of this summary, the maximum number of homes have been leased. Before proceeding with any lease plans, please verify the current situation.
7. Homes owned by one immediate family member and occupied by another immediate family member are exempt from these leasing restrictions. (Immediate family members shall include someone's spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, and sons-in-law. Adopted, half and step members are also included in immediate family.)
8. The Board, at its sole discretion, may grant by simple majority vote exemptions to these restrictions.

Moving and Major Renovations

When moving or having major renovations done, the homeowner may arrange for the temporary placement of dumpsters, moving pods and other such equipment on the homeowner's driveway after obtaining board approval through the use of the variance process. Disposal of personal property or other material using garage or estate sales is not permitted.

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. At the time of this writing, the current fire and casualty insurance includes coverage for wall to wall carpeting, lighting fixtures, bathroom fixtures and built-in kitchen appliances, in addition to the building structure.

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

Homeowners are encouraged to review their own insurance policies to ensure that neither coverage gaps or double coverage has occurred.

Insurance Responsibility for Homeowners

Homeowners are responsible to pay the deductible for any claim relating to their unit that is settled through the Association's master insurance policy when the cause of such claim is due to gross negligence or malicious actions of the homeowner, the homeowner's family, the homeowner's guests, or the lessee of the home.

Violations

Below are the standards of communications that will be used when addressing violations brought to the attention of the Association Board and Realty Performance Group.

First Step-The Management Company (Realty Performance Group) will send a courtesy letter to the homeowner that spells out the violation that has been reported, what must be corrected, and the "completed by" date of correction.

Second Step-(\$50 special assessment)-The Management Company will send a 2nd warning letter to the homeowner explaining that, due to the complaint in the first letter not being resolved to the satisfaction of the Board, further action is required. The letter will include a \$50 special assessment which must be paid within 30 days of the action date listed in the letter. Failure to do so will result in a 3% interest charge on the balance owed thus far.

Third Step-(\$100)-If a 3rd warning letter is required, either due to non-compliance or payment arrears, the special assessment will be \$100 with a 30 day action date, or again, a 3% interest charge will be assessed on the cumulative balance owed the Association.

Fourth Step-(\$250 and legal action)-A fourth warning letter will include a \$250 special assessment, action items to rectify the violation, and will be turned over to the Association attorney for further enforcement and resolution. This will include any interest, special assessments, attorney fees, and other expenses incurred to solve the violation.

Please note that any violation will be the responsibility of the owner, not the renter, guest, or welcomed visitor.

The Board has the right to investigate each violation on a case-by-case basis and modify the corrective actions, as necessary.

It is incumbent on all of us to take an active role in reporting any violation observed to Realty Performance Group.

Maintenance and Repair

The following table indicates responsibility for various home related issues. In addition, for those issues that are the homeowner's responsibility, a "Preferred Vendor" listing is available on the website:

<http://realtyperformancegroup.com/gardens-fieldstone-association-hilton-ny-14468>. Services arranged through these vendors are at the homeowner's expense.

For reference – front door paint color is Sherwin Williams – SW2838, Polish Mahogany (All Surface Enamel, Satin Finish)

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/private road 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	
Irrigation System	X		
Lawn mowing/fertilization/weed control	X		
Lawn watering, front	X	X	
Lawn watering, back, side, plantings		X	
Lights – exterior garage & porch fixtures/bulbs/street lights	X		
Lights – other exterior lights/bulbs		X	
Mailboxes	X		
Patios		X	
Privacy fences (original install)	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 disposals (curbside service), trash containers	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 AND THAT I WILL BE RESPONSIBLE FOR ALL DAMAGES OR OTHER ISSUES THAT ARISE FROM MODIFICATIONS. I HAVE ATTACHED A DRAWING WITH MEASUREMENTS 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 _____

Gardens at Fieldstone Association, Inc.

Lease Addendum

Owner(s): _____

Address: _____

Tenant(s): _____

This addendum is to certify that owners have provided a copy of all the Governing Documents of The Gardens at Fieldstone to their tenants. In addition to agreeing to follow the Governing Documents, the tenants have read and agree to comply with the following information regarding leasing: Sections 10.16, 10.17 and 11.08 of the Declaration and the section in the handbook regarding leasing.

Please place a check mark next to each item below if it has been provided to the tenants and sign the document. Once completed return this addendum to The Gardens of Fieldstone Association, c/o Realty Performance Group, 1800 Hudson Ave, Suite 100, Rochester, NY 14617.

Declarations _____

By-Laws _____

Handbook _____

Sign: _____
(Owner)

Date

Sign: _____
(Tenant)

Date

Please contact Realty Performance Group at 585-225-7440 with any questions.