



BONESTEEL HOMEOWNERS' ASSOCIATION

RULES AND REGULATIONS

Revised: September 2023

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I.

Important Telephone Numbers and Information

DETAILS	EMERGENCY	NON- EMERGENCY
Greece Fire	911	865-9200
Ambulance	911	
R G & E	911	546-1100
US Post Office	HOLD MAIL or SPECIAL SERVICE	1-800-ASK-USPS
Greece Town Hall		225-2000
Greece Senior Center		723-2425
Animal Control		581-4025

MANAGEMENT COMPANY

REALTY PERFORMANCE GROUP

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Office Hours; 8am – 5pm Weekdays

In case of emergency during non-business hours or holidays, call the Realty Performance Group office number (585) 225-7440 and report the emergency to the answering service operator.

II.

OVERVIEW

Bonesteel Homeowners live in a shared community. Maintaining a quality environment requires that each resident be aware of the rights of neighbors. This awareness includes matters such as parking, observance of speed limit and control of pets. It also extends to such intangibles, not easily defined 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 Bonesteel HOA as an outstanding community where residents enjoy living, while preserving property values.

The rules are based on the Declaration of Protect Covenants, Conditions, Restrictions, Easements and the By-Laws of the Bonesteel Homeowners Association. They are intended to assure consistency and uniformity. Additionally, homeowners are responsible for assuring that their guests, contractors and invitees comply with these rules and regulations.

The rules and regulations may be added to, amended, or repealed at any time by a resolution of the Bonesteel HOA Board of Directors subject to approval by a majority of townhouse owners as may be deemed necessary for the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 Bonesteel HOA development.

III.

GENERAL INFORMATION

Ownership and Occupancy

Ownership of all homes shall be restricted to individuals who are at least 55 years of age at the time they take title. If more than one individual holds title to the home, at least one of those individuals must be at least 55 years of age. Homes may not be used as rental units.

Membership and Voting rights:

Every owner of a lot which is subject to assessment shall be a member of the Bonesteel Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Members shall be all owners and entitled to one vote. Members in arrears of monthly assessments, fines, etc., shall not have a voting right until such time as all assessments and fines are paid in full to the association.

Purpose of Assessments:

Assessments levied by the Association shall be used to (1) Operate, maintain, repair, improve, construct, re construct and preserve the common areas for the benefit of its members, guests, tenants and invitees, and (2) to maintain, repair, reconstruct, replace and preserve, on a non-profit basis the lots and the

III cont'd.

improvement constructed thereon, for the purpose of preserving of the exterior appearance and configuration of said lots and units, including, but not limited to, foundations, all exterior (outside) walls, including window casements ((excluding nevertheless, all glass replacements or breakage and window screens and excluding window cleaning), exterior chimney and exterior doors (excluding nevertheless, storm and screen doors), roof and roof members, fascia and exterior trim, gutters and down spouts, fences, patios, driveways, walks, parking areas, trees, shrubs, grasses and other exterior improvements. EXCEPT, for the structural portion of the exterior walls and roof members, there shall be no obligation on the part of the Association to maintain, repair, reconstruct, replace or preserve any part of the interior of any unit or fixtures or mechanical system (including but not limited to heating, including chimney, lighting, plumbing, air conditioning) for any owner.

Assessments:

The assessments provided herein shall be fixed from time to time, but at least annually will be reviewed and commence on the 1st day of the month following such review. The Directors of the Board shall fix the amount of assessment from time to time, but at least annually, for each lot at least 30 days in advance of the review for assessment adjustments. The due date established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month from the owner of each lot one-twelfth (1/12) of the annual assessment for each lot.

Special Assessments for Capital Improvements:

In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the area of common use, and the lots, or any of them, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members, present in person or by proxy at a meeting duly called for this purpose.

Effect of Non-Payment of Assessment and Remedies of the Association:

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the maximum prevailing legal rate per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against such owner's lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment.

Other information about the Bonesteel Homeowners Association

All information about the Association can be found on the Realty Performance Group website under Bonesteel Homeowners Association.

IV.

HOMEOWNER INFORMATION

1. **Board of Directors:** The affairs of Bonesteel Homeowners Association are managed by the Board of directors. Under the By-Laws the Board is granted power and duties necessary for the administration of the affairs. The Board has contracted with a Management Company to aid in the performance of its duties. The affairs of the Association shall be managed by a Board of not less than three nor more than five, who need to be members of the Association.
2. **Assessments:** Each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment not paid when due shall be delinquent. Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot, by acceptance of a deed therefore, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay the Bonesteel Homeowners Association: (1) annual assessments or charges, and (2) special assessment for capital improvements, such assessments to be collected as herein provided. The covenant in this Section shall not constitute a guarantee or promise of any kind by Declarant to pay any assessment, or any other obligation of any kind owner, other than the Declarant. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title unless expressly assumed by them.
3. **Maintenance Service:** In accordance with the Association's governing documents, the Association is responsible for all maintenance and repair to the common area of the property, including driveways, parking areas and private roadways, as well as the exterior siding, gutters, downspouts, and roofs. The association is not responsible for the repair or replacement of doors, windows, and garage doors. In addition, the Association provides snowplowing and landscaping services. Requests for maintenance, that is the responsibility of the Association should be called into the management company's office during normal business hours.
4. **Insurance:** The Association's master insurance policy covers property losses for the structure of the townhouse and insurance against liability for personal injury, death, and for damage to property arising from accidents occurring within the common elements of the property. Individual homeowners should maintain a separate insurance policy for the interior contents of one's townhouse, betterments and improvements coverage of all upgrades that were not originally offered when built. Also, liability insurance covering the interior of individual properties is recommended.

IV Cont'd.

5. **Barbecue Grills:** Outdoor grills **are not** allowed inside of garage, for cooking, as it is a fire hazard. The grill must be at least 10 feet away from garage, per New York State Fire Code section 308.1.4. It specifically states, "Charcoal burners and other open flame cooking devices shall not be operated on balconies or within 10 feet of combustible construction.
6. **Snow Removal:** In accordance with Association Governing Documents the Association is responsible for all snow removal from hydrants, roadways, parking areas and walkways on Association property. However, shoveling of the front step and stoop is the responsibility of the homeowner. 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.
7. **Trash Removal:** Trash removal service is provided by the Association and is scheduled on a weekly basis. The management company negotiates a contract with the company (approved by the board). **Please refrain** from putting trash out until 3pm the day before trash pickup.
8. **Sale of Townhouse:** When planning to sell a townhouse inform the Board of Directors and Management Company so that the sale can move as effectively and efficiently as possible for both seller and buyer. Advise Real Estate Agent that this is a (55 plus community) and that only **ONE** For Sale sign can be posted in the kitchen window of the townhouse.
9. **Association Meetings:** Two annual meetings of the Association are held each year. Open discussion is welcome, and all homeowners are encouraged to attend. At the fall meeting the budget for the coming year is introduced and explained by the Management Company. Additionally, members in good standing will elect new Board Members to fill any vacancies created by expiring terms.
10. **Complaints Regarding Management 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. The Board oversees the decisions made by the management company and under most circumstances must approve these decisions before they are implemented.

V.

ARCHITECTURAL GUIDELINES

There shall be no changes or additions to the exterior of any building except as provided in these regulations.

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, replacing a garage door, replacing windows must submit a Variance Request form, which can be obtained from the property management company. Replacement of glass surfaces, garage doors, screens, storm doors, window fixtures, roofs, deck maintenance are the responsibility of the individual homeowner.

1. **Requires Variance Request:** There are specific requirements governing the installation and/or replacement of the following items. A variance request form **MUST** be completed and submitted to the Management Company for approval **PRIOR** to beginning any work. The cost of installation and cost of any damage repair as a result of installation are the sole responsibility of the homeowner.

- A. Exterior Doors
- B. Windows
- C. Garage Door
- D. Deck Work & Staining
- E. Central Air conditioning Replacement
- F. Power Generators

2. **Other Items that may require Board Approval or are Not Permitted**

- A. Satellite Dishes/ Antennas
Notice of intent form is required.
- B. Window Air Conditioners and Fans
Not permitted unless there is a Variance Request form submitted with a documented health concern that necessitates air conditioning.
WINDOW FANS ARE NOT ALLOWED.
- C. Garages are for vehicular parking and may not be modified for any other use.
- D. Due to the rodent problem townwide in Greece, bird and suet feeders are not permitted. Two hummingbird feeders may be used by residents.
- E. **ADVERTISING AND SIGNS ARE NOT ALLOWED.**
The only exception to this is when a homeowner is selling their townhouse, **ONE FOR SALE** sign is allowed and must be placed on the inside kitchen window.

VI.

NOISE AND ODOR

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. There shall be no objectionable odors or fumes allowed to emanate from the dwelling or garage. Additionally, owners shall not keep or store any inflammable, combustible or explosive material, chemicals or other dangerous substances that may or may not exude an odor.

VII.

EXTERIOR POST MOUNTED LIGHT

This light is the responsibility of the homeowner and should be lighted during the nighttime hours for security of the community.

VIII.

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 Articles VII of the by-laws. It reads that "the Board is conferred with the power for the "adoption, amendment and enforcement of the rules and regulations not inconsistent with these by-laws, covering the details of operation and use for the property." Additionally, Article VII (I) 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 members, provided that no fine may be levied for more than twenty-five (\$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, Article V- Section 4).

IX.

PETS

These rules have been formulated to maintain property values, uphold congenial community relations, and to provide for the welfare of all pets. To this end, it is also necessary that pet owners must always keep their pets under control 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 have one (1) dog or cat, weighing no more than twenty-five (25) pounds. (By-Laws Article IX, Section 3).
2. Pet must be kept on a leash and accompanied by an adult when outside.
3. Pet owners are responsible for licensing their pets with proper authorities (Town of Greece) 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 garage door fully or partly open.**
6. Cats should be kept inside, especially during late night and early morning hours. Cats are not permitted to roam the property. If outdoors they should be on a leash.
7. No pet houses are permitted outdoors, and **no fences are to be erected for the purpose of penning pet in yard.**
8. Pet owners are responsible for any property damage caused by their pets. The damage will be repaired at the owner's expense.
9. Complaints/concerns regarding unleashed, roaming, or stray animals should be referred to the Animal Control authority listed in the booklet.