

# Hickory Hollow Homeowners Association Handbook

## Benefits and Responsibilities

PROPERTY OF: \_\_\_\_\_

**This handbook is to stay with the house.**

Questions? Email: [HHHOA@Rochester.RR.com](mailto:HHHOA@Rochester.RR.com)

March 2026 (revised)

This copy supersedes previous copies

# IMPORTANT TELEPHONE NUMBERS

	<u>EMERGENCY</u>	<u>NON-EMERGENCY</u>
AMBULANCE	911	(585) 247-5519
ANIMAL CONTROL (Ogden Dog Warden)		(585) 617-6190
FIRE	911	(585) 352-6115
LIFE LINE	911	211
MONROE COUNTY SHERIFF (Zone C)	911	(585)753-4470 (may roll over to 911)
NEW YORK STATE POLICE	911	
OGDEN POLICE	911	(585) 617-6131
ROCHESTER GAS & ELECTRIC	911	(800) 743-1720 (800) 743-1701
SPENCERPORT VILLAGE OFFICE		(585) 352-4771

## HOA MANAGEMENT COMPANY

Realty Performance Group, Inc. 470 Long Pond Rd Suite 230, Rochester, NY 14612  
Telephone: (585) 225-7440 Fax: (585) 225-7630

Office hours are 8:00 a.m. to 5:00 p.m. weekdays.

In case of a maintenance emergency during non-business hours, call  
(585) 225-7440 and dial "0" for the answering service operator.

Website: <https://realtyperformancegroup.com/hickory-hollow-homeowners-association-spencerport-ny-14559/>

Email: [info@realtyperformancegroup.com](mailto:info@realtyperformancegroup.com) (work orders also)

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## OVERVIEW

Upon the purchase of a home in Hickory Hollow, residents automatically become members of the Hickory Hollow Homeowners Association. Living in a Homeowner's Association has both rewards and benefits. It also imposes certain obligations and restrictions.

The procedures and rules and regulations in this pamphlet are designed to provide a standard for maintaining Hickory Hollow as an outstanding community where residents may enjoy living and where property values will be protected.

The rules are based on the Declaration of Covenants, Conditions and Restrictions and the By-Laws of Hickory Hollow Homeowners Association, Inc. on file with the Monroe County Clerk's Office. They are intended to assure consistency and uniformity. Adherence to these rules and regulations is the responsibility of all of us.

In addition, homeowners are responsible for assuring that their guests and contractors 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The rules and regulations may be added to, amended, or repealed at any time by a resolution of the Hickory Hollow Homeowners Association Board of Directors, unless any such revision would change the Association governing documents, in which case membership approval is required.

The Board of Directors has the authority (By-Laws, Article VII, Section 1, F) to initiate legal action or levy fines for violations of the Hickory Hollow Homeowners Association governing documents or these rules and regulations. The standard fine is \$50.00 per occurrence and for each day that a violation continues.

This document is NOT intended to replace the governing documents of the Association, which include the Declaration of Covenants, Conditions and Restrictions and the By-Laws, but is instead intended to highlight and clarify certain provisions of those documents. In no way are these rules and regulations intended to diminish the authority of the DECLARATION, which, in cases of conflict with the rules and regulations has precedence.

Any and all homeowner changes from the original home's exterior, including landscaping, will become in perpetuity the responsibility of the current homeowner of that home. This will include all past, present and future maintenance and replacement responsibilities for the changes.

Any items not specifically noted as being the responsibility of the HOA are assumed to be the responsibility of the homeowner.

## GENERAL INFORMATION

### ANNUAL MEETING

The annual meeting of the Hickory Hollow Homeowners Association (also referred to as HOA or Association) will be determined by the Board of Directors every year.

The Board of Directors and /or the management company reports to the membership at this meeting, including the financial status of the Association and any other matter of importance.

Board members will be elected at the annual meeting.

In order to ensure that issues of importance to our members are adequately addressed, members are requested not to raise individual maintenance issues at this meeting that would detract from addressing the issues of the membership as a whole.

### BOARD OF DIRECTORS

The affairs of Hickory Hollow Homeowners Association are managed by the Board of Directors.

The Board has contracted with a management company to aid in the performance of its duties.

The Board of Directors will consist of five (5) homeowners elected by the members of the Association.

Directors serve two (2) year terms.

Board meetings are held monthly or as necessary.

Homeowners are encouraged to take an interest in, and become actively involved in the affairs of your Association.

### FISCAL YEAR

The fiscal year of the Association runs from January 1st through December 31st each year.

## INSURANCE

### From By-Laws Article IX Section 2

Each owner shall obtain insurance, at his own expense, insuring his residence and all other insurable improvements upon his lot in an amount equal to the maximum insurable replacement value. The Board of Directors shall have no responsibility to maintain insurance of any kind on individual residential units.

The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time, including “umbrella” catastrophe coverage.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

### From By-Laws Article IX Section 3

No Liability for Failure to Obtain Above Coverage. The Board of Directors shall not be liable for failure to obtain any of the coverage required by this section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is so available only at demonstrably unreasonable cost.

Homeowners must maintain their own homeowner’s insurance and liability policy for coverage for their home and their personal property. It is recommended that homeowners maintain replacement cost coverage and liability coverage of at least one million dollars.

**See Page 10 - HOA RESPONSIBILITY / ACT OF GOD for more information.**

## MONTHLY ASSESSMENT PAYMENTS

Monthly assessment payments for Hickory Hollow Homeowners Association are due on the first day of each month. All monthly assessment payments must be sent to the management company.

A late charge of \$25.00 is incurred for any assessment received after the 10th day of the month, and there is a \$40.00 charge for any personal check returned by your bank for insufficient funds or any other reason.

If legal action is required to collect delinquent assessments or a lien is placed upon any home for nonpayment of assessments and/or fines, the delinquent homeowner is responsible for any expenses incurred by the Association.

## RESERVES

The Association has established a long-term replacement reserve fund to offset the costs of major capital expenses.

A portion of your monthly common charge payment is set aside into this fund.

It is designated to fund future replacements of roofs, gutters, downspouts and driveways without having to resort to special assessments to fund such work.

The management company completes a detailed long-range projection and thereafter updates it on an as needed basis to review how the reserve fund is doing. These studies are based on anticipated future costs of the capital components of the property, their estimated useful lives and an assumed rate of inflation.

It is important to note that there can be no assurances that the assumptions utilized in these studies will be totally accurate with the passage of time and, therefore, there is no guarantee that special assessments will not be required.

## HOA RESPONSIBILITY FOR MAINTENANCE, REPAIR & REPLACEMENT

### OVERVIEW - MAINTENANCE SERVICE

In accordance with the Association governing documents, the Association is responsible for the maintenance, repair, or replacement of certain specific areas of the property and portions of the buildings.

A summary of these responsibilities is included in this handbook, although it is not intended to be an all-inclusive list. A matrix is also included to show whether an item is a responsibility of the Association or the individual homeowner.

Routine requests for maintenance that are the responsibility of the Association should be called into the management company's office during normal business hours. **Be sure you receive a work order #** as a reference to your request so it can be used as a follow-up if you need to have further conversation with the property manager or the HOA Board of Directors. The management company also provides emergency maintenance service after hours. Call the office, leave a message on the answering machine and someone will get back to you.

The management company may also be available to assist you with maintenance work that is the responsibility of the individual homeowner. Call the office during regular business hours and ask for the maintenance supervisor. If they are able to do the work, you will get a quote and upon your approval, work will be scheduled and you will be billed directly.

### ACT OF GOD (WIND, FIRE, SNOW, RAIN, ETC.)

- Any items (roof, siding, etc.) that the HOA maintains responsibility for that are damaged due to wind, fire, snow, rain, or any other Act of God, will be repaired by the HOA up to a **maximum of \$500**. (This will be funded through the HOA operational maintenance budget.)
- The balance becomes the responsibility of the homeowner. Homeowners are responsible for carrying their own insurance for these "insurable losses". \$500 is the standard deductible for such policies.

- Any materials used must match, as closely as possible, the current materials that are on the home.
- The Association’s management company can provide any assistance a homeowner needs in arranging the completion of such repairs.
- In such case, the homeowner shall be responsible for submitting a claim to their homeowners insurance policy carrier for the damage.
- The association shall reimburse the homeowner for the amount of the deductible for any such insurance claim, **not to exceed \$500** once the homeowner has submitted proof of completion of the repairs, along with copies of repair invoices and the insurance claim settlement (entitled Maintenance Surface above for more details).
- Any damage done to your property by a HOA contractor should be reported to the management company as soon as possible. This will allow them (the HOA) to hold the contractor responsible.

**See Page 8 - GENERAL INFORMATION / INSURANCE for more information.**

## COMMON GROUNDS AND ENTRANCE AREAS

The HOA is responsible for the maintenance and upkeep of all common areas, which include:

Drainage Grates / Homeowner:

Any drainage grates installed by a homeowner are the responsibility of that homeowner to maintain and repair.

Drainage Grates / Town:

The Town of Ogden will address and fix any drainage issues that occur at their grates.

Entrance Area:

The main entrance into Hickory Hollow where the signs are located, including the small strip of land on the opposite side of the street.

### Flag Garden:

This area, which was formally given to the HOA by the homeowners, is maintained by the Association. The cost for the electric flagpole light is reimbursed to the homeowner.

### Pedestrian Sidewalks:

All sidewalks located by the roadway.

### Swale Areas and Retention Pond:

The HOA is responsible for mowing and general maintenance of the swales and the retention pond. This includes the swale located between where back yards meet.

## DRIVEWAYS AND DRIVEWAY SEALING

Driveway seal coating will be scheduled on a three-year cycle.

Driveway repair will be done on an as needed basis.

Driveway resurfacing will be on an as needed basis.

## LANDSCAPE CARE SCHEDULE

Landscape care is provided by the Hickory Hollow Homeowners Association and is carried out to ensure a well-maintained community.

Lawn Care Schedules will be issued on an annual basis, after all contracts for the year are completed. This schedule may vary slightly from year to year due to the aging and other changes in our landscaping, as well as to protect the value and desirability of the community.

Homeowners cannot opt out of any landscape care schedule without the approval of the Board of Directors. The Opt-Out form can be found in Appendix 2.

Any landscaping concerns should be directed to the Property Management and/or Board of Directors.

The Association provides the following landscaping services:

## Clean Up – Spring & Fall

Spring clean-up will be completed by April 30th, weather permitting, and will consist the following: removing all leaves, debris, etc. from all turf areas. As well as cleaning all foreign debris accumulations from the shrub and tree beds, window wells, behind outdoor air conditioner units, etc.

Fall cleanup / leaf removal starts in November, weather permitting, and will consist the following: removing all leaves, debris, etc. from all turf areas. As well as cleaning all foreign debris accumulations from the shrub and tree beds, window wells, behind outdoor air conditioner units, etc.

## Edging Mechanical

Concrete surfaces are edged with a mechanical edger once per year (by July 15th).

## Edging/Mulching

Front shrub and tree beds are edged and mulched once – by Memorial Day, weather permitting.

Note: The landscaper will only apply new mulch on top of existing mulch. If a homeowner wishes to have their front bed mulched by the HOA contractor, they must first remove any landscaping stones, plastic mulch, or other non-mulch materials currently present in the beds.

## Lawn Fertilization, Wasp / Hornet Spraying Program:

The schedule for lawn treatments may vary depending on weather/lawn conditions:

1. Application – balanced fertilizer with pre-emergent crabgrass/broad leaf weed control- mid May
2. Application-balanced fertilizer and broadleaf weed control-mid June
3. Application balanced fertilizer with grub control-mid August
4. Application-balanced fertilizer and broadleaf weed control-mid September
5. Spraying for wasps/hornets is usually done in May. (This does not include Honey or Carpenter bees).

Homeowners will be notified of the lawn fertilization and wasp/hornet spraying schedule so they can plan ahead for the care and safety of their pets.

#### Lawn Mowing:

All turf areas will be mowed May 1 – October 31 and trimmed weekly, weather permitting. Turf will generally be cut to a height of 2.5 – 3 inches. To help facilitate mowing, please remove hoses and other items from the lawn area. Grass clippings will be blown off sidewalks, driveways and other hard surfaces after each mowing.

#### Pruning:

Shrubs in the front beds only, are pruned twice each season.

#### Weeding:

Periodic weeding of the front shrub and tree beds is completed during the growing season.

The first pruning is completed before July 4<sup>th</sup> and the second is to be completed before Labor Day.

## MAILBOX REPLACEMENT & REPAIR

Any damage to the mailbox or post by the homeowner or guest is the responsibility of the homeowner.

Maintenance and replacement of mailboxes must be in accordance with the US Post Office specifications.

Due to the high cost to install and/or repair the mailbox style originally installed in phases 1-3 of Hickory Hollow, mailbox installations in phase 4 and all future mailbox replacements will be of a different style, consisting of a single black vinyl standard sized mailbox on a 4 x 4 post with a white vinyl sleeve.

According to the Spencerport Postmaster, two mailboxes must be installed ten inches apart. This allows for one mail stop for every two addresses. This is a requirement of the Post Office and cannot be changed unless approved by the Postmaster.

Homeowners are not authorized to move or replace mailbox units or posts unless approved by the Board of Directors.

## PAINTED EXTERIOR TRIM

Painting of exterior wood trim is generally performed every 5 years if required. Actual determination is made by the Board of Directors, which may be more or less than 5 years.

Wood trim includes:

- Pillars or any wood on a home's porch as long as they have not been replaced, changed or modified at any time in the past, present or future by the homeowner
- Doorframes as long as they have not been replaced, changed or modified at any time in the past present, or future by the homeowner
- Cupola/ Fypon decoration over garage door would be painted if it is original to the home.

## ROOFS, GUTTERS, DOWNSPOUTS, FASCIA, EXTERIOR FIREPLACE CHIMNEYS

Maintenance of roofs, gutters, downspouts, exterior building surfaces (except glass, exterior doors, storm doors and screen doors), exterior fireplace chimneys or flues, unless necessitated by the negligence of a homeowner or homeowner's guest.

Roofs over sunrooms or any other structure that was installed by the past, present, or future homeowner is the responsibility of the homeowner.

Any work needing to be done to the home by the HOA or their contractor requiring the removal of an awning, fixture, lighting, etc. is the homeowner's responsibility. This would include any maintenance or replacement of siding, roof, fascia, etc.

**See Pages 8 and 10 - GENERAL INFORMATION / INSURANCE or HOA RESPONSIBILITY / ACT OF GOD for more information.**

## SIDING

Exterior outdoor siding that has not been changed from the original home is the responsibility of the HOA.

Damage to the siding due to homeowners plantings / landscaping is the responsibility of the homeowner.

**See Pages 8 and 10 - GENERAL INFORMATION / INSURANCE or HOA RESPONSIBILITY / ACT OF GOD for more information.**

## SNOW REMOVAL

The HOA is responsible for the plowing of snow (when it reaches 2 ½” high) from the home’s driveways and shoveling snow from the home’s walkways to the front door of each home.

Driveways will not be plowed if vehicles are in the way.

## TRASH / RUBBISH REMOVAL

Rubbish removal service is provided by the Association and is scheduled on a weekly basis.

Rubbish must be placed in appropriate containers, preferably securely closed, plastic trash cans.

Rubbish bags must be in a sealed container until picked up by the trash service. Any rubbish not in a sealed container will be subject to \$50 fine per occurrence.

Recyclables must be placed in approved recyclables containers and secured in such a way to prevent them from blowing out of the containers.

All rubbish and rubbish containers must be stored inside your garage pending collection.

Trash and recyclables must be placed near the end of your driveway, not earlier than 6:00 p.m. the night before pick-up or not later than 5:00 a.m. on pick-up day in order to guarantee pick-up.

All trash and recyclable containers must be returned to your garage no later than 7:00 p.m. on the pick-up day.

## WATER & SEWER LINES - EXTERIOR

The Association shall repair and maintain the areas of common use. Repair and replace all pipes, wires and conduits located in the areas of common use for which the utility company is not responsible for. This would include the sewer laterals from the foundation wall to the street and any storm laterals that were installed by the builder.

## **HOMEOWNER RESPONSIBILITY FOR MAINTENANCE, REPAIR & REPLACEMENT**

Some items are referenced as “past, present and future homeowner responsibilities”. This is for any changes a homeowner made to the original home that is now the responsibility of the current homeowner.

For new homeowners, you can check with the Town of Ogden Building Department, the HOA Board or the management company for any approved changes that are on file with those entities.

Homeowners must track any changes made to their property and share that information when selling to a new homeowner of that property.

Unfortunately, some past and present homeowners made changes without notifying the HOA or getting the required variance. In those cases, it is imperative for the homeowner to contact the management company and the HOA board to clarify what was original to the home to determine responsibility for maintenance and repair.

To ensure that the aesthetics of the development are maintained, all alterations must comply with HOA requirements. We strongly encourage you to consult the HOA Board and/or management company before proceeding with any planned changes.

### **ACT OF GOD (WIND, FIRE, SNOW, RAIN, ETC.)**

- Any items (roof, siding, etc.) that the HOA maintains responsibility for that are damaged due to wind, fire, snow, rain, or any other Act of God, will be repaired by the HOA up to a **maximum of \$500**. (This will be funded through the HOA operational maintenance budget.)
- The balance becomes the responsibility of the homeowner. Homeowners are responsible for carrying their own insurance for these “insurable losses”. \$500 is the standard deductible for such policies.
- Any materials used must match, as closely as possible, the current materials that are on the home.
- The Association’s management company can provide any assistance a homeowner needs in arranging the completion of such repairs.

- In such case, the homeowner shall be responsible for submitting a claim to their homeowners insurance policy carrier for the damage.
- The association shall reimburse the homeowner for the amount of the deductible for any such insurance claim, **not to exceed \$500** once the homeowner has submitted proof of completion of the repairs, along with copies of repair invoices and the insurance claim settlement (entitled Maintenance Surface above for more details).
- Any damage done to your property by a HOA contractor should be reported to the management company as soon as possible. This will allow them (the HOA) to hold the contractor responsible.

**See Page 20 - HOMEOWNER RESPONSIBILITY / INSURANCE for more information.**

## DOORS - EXTERIOR, WINDOWS, SCREENS

The homeowner is responsible for the maintenance and care of exterior doors, doorbells, glass surfaces or windows, storm and screen doors, and storm and screen windows. This also includes washing windows.

- All garage doors must adhere to the following specifications:
- Garage Doors must be solid white with no windows.
- Temporary or permanent garage door screens/screen attachments are not permitted.

## HOMEOWNER MAINTENANCE

The homeowner is responsible for the maintenance of the interior of the home, electrical, plumbing (including hose bibs), heating, and air conditioning systems (including condensing unit pad), exterior light fixtures and bulbs, doorbells (including the exterior button), garage door opener and mechanics, etc.

## IMPROVEMENTS AND MAINTENANCE

The homeowner is responsible for any repairs, maintenance or replacement of any improvements or additions completed by the homeowner or prior homeowner, such

as decks, patios, enclosures, privacy fences, sidewalks, lighting, home walkways, window shutters, irrigation systems, etc.

All changes/additions to the exterior of the home must be approved by the HOA Architectural Committee by using an “Exterior Alteration Request”. These forms may be obtained from any member of the Architectural Committee or online at the management company website.

## INSURANCE / EXTERIOR HOME REPAIRS OVER \$500

From By-Laws Article IX Section 2

Each owner shall obtain insurance, at his own expense, insuring his residence and all other insurable improvements upon his lot in an amount equal to the maximum insurable replacement value. The Board of Directors shall have no responsibility to maintain insurance of any kind on individual residential units.

The Board of Directors may also obtain such other insurance as it shall deem necessary or desirable from time to time, including “umbrella” catastrophe coverage.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

From By-Laws Article IX Section 3

No Liability for Failure to Obtain Above Coverage. The Board of Directors shall not be liable for failure to obtain any of the coverage required by this section or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is so available only at demonstrably unreasonable cost.

Homeowners must maintain their own homeowner’s insurance and liability policy for coverage for their home and their personal property. It is recommended that

homeowners maintain replacement cost coverage and liability coverage of at least one million dollars.

**See Page 18 - HOMEOWNER RESPONSIBILITY / ACT OF GOD for more information.**

## LAWN & LANDSCAPING WATERING

Lawn applications / fertilization should be watered in, generally twenty-four hours after treatment. Also, watering is necessary during hot, dry spells, the best time to water is during the early morning or evening hours.

Homeowners are responsible for seeding and providing any necessary topsoil for their yard, including areas immediately around the house and property.

## NUISANCES

Residents are expected to remember the proximity of their neighbors in the community and avoid excessive noise levels.

No activity will be allowed, which results in unreasonable annoyance to other residents.

Parents / grandparents are responsible for supervising their children / grandchildren so that they do not unnecessarily disturb other residents.

No immoral, harmful, commercial, industrial, offensive or unlawful use shall be made of the community.

All valid laws, zoning ordinances and regulations of governmental entities having jurisdiction shall be observed.

## OWNERSHIP / OCCUPANCY RESTRICTIONS

1. Ownership of homes in Hickory Hollow is restricted to individuals who are at least 55 years of age. If more than one individual holds the title to the home, at least one of those individuals must be at least 55 years of age.
2. Persons under 12 years of age may not be residents. Visitors who are under 12 years of age are not permitted to visit homeowners for a period of more than ten consecutive days.
3. Rental / Leasing

- The homeowner must provide proof of the following to the HOA Board for review. No tenancy may take place until there is approval from the HOA board. Any deviation from this will result in a \$50/day fine to the homeowner from the start of the tenancy.
  - a. Tenants must meet the above occupancy restrictions. The homeowner must provide documentation that the Renter is at least 55 years old.
  - b. Copy of lease showing a minimum 1-year rental / lease agreement. No short-term rentals, leases, Air B&B, or other tenancy are allowed.
  - c. Tenants must agree to abide by all of the terms of the governing documents of the Association. Tenants must sign a lease addendum agreeing to abide by the rules and regulations of the HOA.
- Any non-compliance of the HOA Rules & Regulations will incur a \$50 fine per day or the total monthly rental amount – whichever is greater to be paid by the homeowner.
- Eviction is the sole responsibility of the homeowner including any HOA fees that may be incurred.
- Any homeowner that wants to extend the minimum 1-year lease timeframe must get prior written approval from the HOA board.
- All monthly HOA fees are the sole responsibility of the homeowner – not the tenant.
- Homeowners must live in their home a minimum of 5 years before they can rent their home.

## PAINTING

Painting of the original exterior wood trim is the responsibility of the HOA. However, if any of the wood trim has been replaced by the past, present or future homeowners – it becomes the responsibility of the homeowner. This includes pillars, doorframes and Fypon.

## PETS

In the interest of your investment, community relations, and a pet's welfare, owners must keep pets under control at all times. For any violation of # 1 – 9 stated below there will be \$50 fine per occurrence.

1. Ownership of pets is limited to a maximum of one of either:
  - Dog
  - Cat
  - Caged bird
  - Or another domestic animalNo wildlife, endangered or exotic species is allowed.
2. Owners are responsible for the immediate pick up and disposal (in a closed rigid container) of pet excrement on roadways, driveways, landscaped areas, sidewalks and owner's property.
3. Pets may not be left unattended outside. When outdoors, a pet must be kept under direct and positive control and accompanied by or supervised by a person responsible for the pet's actions. Dogs shall be on a leash at all times.
4. It is requested that cats be kept inside, especially during the late night and early morning hours.
5. No pet houses are permitted outdoors.
6. Homeowners are responsible for licensing their pets with the proper authorities. When outdoors, proper tags must be on pets.
7. Pet owners 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.
8. Pet owners are responsible for any property damage caused by their pets. Damages will be repaired at the owner's expense.
9. Complaints / concerns regarding unleashed / roaming / stray animals, as well as animal nuisance or animal abuse situations may be referred to the Animal Control authority.

## PLANTINGS AROUND HOME

All past, present, and future planting around the home is the responsibility of the homeowner. This includes all trimming, cutting, and caring for trees, shrubs and other planting. The homeowner is also responsible for any decorative stone, mulch, or other landscaping materials around the home.

The HOA will mulch once a year and trim bushes twice a year in the front of the home.

## TRASH / RUBBISH CONTAINERS

Trash containers may be purchased by the homeowner or rented from the company that has the Refuse Contract.

Homeowners can contact the refuse contractor for pickup by the Garage for an additional fee which is billed directly to the homeowner.

## WILLFUL OR NEGLIGENT ACT OR OMISSION

Any repairs necessitated by the willful or negligent act or omission of the homeowner, his family, or guests is the responsibility of the homeowner.

The homeowner bears the cost of required repairs even if the repairs are to the exterior of the home.

## ARCHITECTURAL AND APPEARANCE CONTROL / VARIANCES

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

No modification, alteration, addition, or removal of any kind can be made to either the material, color, structure or appearance of the exterior of any home in Hickory Hollow, including, but not limited to, walls, roofs, windows, doors, entrance ways, trim and the landscaping of each home without the prior written consent of the Board of Directors and the Architectural Committee.

Any homeowner who wishes to make any exterior changes or interior changes that effect the outside of the house, must complete and submit an **Exterior Alteration Request Form** (Appendix 1) or online at the HOA management website.

This includes but is not limited to replacing removing a shrub or tree, landscaping, installing a storm door, widows, exterior lighting, etc.

Please note: Adding a new tree is subject to the discretion of the Board of Directors and the Architectural Committee, as new plantings directly impact our HOA landscaping contract cost.

Please contact the Architectural Committee with any questions or concerns at [HHHOA@Rochester.RR.com](mailto:HHHOA@Rochester.RR.com)

### EXTERIOR ALTERATION REQUESTS REQUIRED

An Exterior Alteration Request form must be completed and submitted to the Architectural Committee for approval before installing any of the following items:

#### AWNINGS

Certain awnings with white canvas are permitted over a deck, patio, or windows in the rear of the home; all such installations require the prior approval of the Architectural Committee.

#### DOORS, EXTERIOR & WINDOWS

Storm Doors, Exteriors Doors, Garage Doors and window repair or replacement require the prior written approval of the Architectural Committee.

## FENCES - PRIVACY OR DECORATIVE

Prior written approval of the Architectural Committee is required for all fence installations. A building permit must be obtained from the Town of Ogden.

The homeowner is permitted to construct a fence if it meets all of the following criteria:

- Is adjacent to a patio or deck.
- Does not create additional costs to the landscaping budget or impede the landscaping service.
- It must be vinyl and not extend more than sixteen (16) feet from the rear corner of the principal structure (excluding porches, patios, three season rooms, etc.)
- It is within the rear and side setbacks required by any building or zoning code of the Town of Ogden.
- It is of a material, quality and design approved by the Architectural Committee.
  - Fencing up to eight feet in length may be of closed construction (commonly called Solid Board).
  - Fencing over eight feet in length must be of semi-private construction (commonly called Board on Board or Semi-Privacy Board) with  $\frac{3}{4}$  inch spacing to allow for air flow.

## LANDSCAPING

All other landscaping requires the prior written approval of the Architectural Committee.

A homeowner may landscape in the rear yard provided they do not impede the landscaping service.

All landscaping – past, present, and future is the responsibility of the homeowner.

## PAINTING - EXTERIOR

No homeowner shall paint the exterior surfaces of windows, shutters, walls, stairs, decks, or exterior doors without the prior written permission of the Architectural Committee.

## ROOFS OVER ADDITIONAL STRUCTURES

Any structure with a roof that was added to the original home by a past, present or future homeowner including sunrooms, decks with roofs or any other roofed structure is the responsibility of the homeowner.

## SATELLITE DISHES

Satellite dishes should be installed on the ground whenever possible. Receivers must not exceed 18 inches in diameter.

Any damage to the roof, fascia or siding during installation, or later, of the satellite dish, is the responsibility of the homeowner.

During any roof or siding replacement, the homeowner is responsible for removal and replacement of their satellite dish.

## WALKS, DECKS, SUNROOMS AND PATIOS

Any past, present, future homeowner shall be permitted to construct a patio, deck, or sunroom in the home's yard, provided the same is connected to the rear of the home and does not extend beyond a line which is parallel to the rear wall of the home and sixteen (16) feet distant at all points measured at right angles.

Prior written approval of the Architectural Committee is required.

The homeowner is responsible for any required town permits.

## **ADDITIONAL INFORMATION**

### **AIR CONDITIONING (WINDOW) OR THROUGH THE EXTERIOR WALL**

No homeowner shall be permitted to install any window mounted or through the wall mounted air conditioning unit.

### **CLOTHESLINES**

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

### **HOLIDAY DECORATIONS**

Temporary decorations for the holiday season may be displayed between Thanksgiving Day and mid-January of the following year.

Halloween and other holiday decorations may be displayed for up to thirty days.

When attaching lights or other decorations to the exterior of the home, homeowners must ensure the method of attachment does not cause any damage to the building structure. Homeowners are responsible for any resulting repairs.

Inflatable decorations are not permitted.

### **OTHER STRUCTURES**

No homeowner shall construct or place any outbuildings, structures, pavement, driveways, or sheds on their lot.

### **PERSONAL PROPERTY**

The front porch and rear decks should be clear of all items except those associated with outdoor furnishings. The area beneath a deck is not a storage area and should be kept clear of bags, building materials, stones and other material unless the area is enclosed and out of view. Other personal property should be stored inside when not in use, such as bicycles, toys, watering cans, buckets, etc.

## SIGNS

No signs can be displayed on the property except Real Estate “For Sale” signs. Only two real estates’ directional “Open House” signs may be posted at the community entrance at any one time. Only one “Open House” sign may be displayed on the front lawn during the hours that the house is open for inspection. These signs must be removed each day at the close of the open house.

Garage sales, auctions and public sale of household furnishings or other material are not permitted unless approved by the Board of Directors.

While contractors are doing work at a home, a temporary sign representing the business may be posted on the lawn while the contractor is onsite.

No personal or political signs/flags of any kind may be displayed on the property.

## TRAFFIC AND PARKING

These traffic and parking rules are intended to provide for a safe environment within Hickory Hollow. These rules apply to all homeowners and tenants, their families and guests, and any persons operating motor vehicles on Hickory Hollow property.

1. No unlicensed, unregistered, un-inspected or inoperable vehicles may be parked or stored in the community, except in garages.
2. Parking of boats, trailers, or other recreational vehicles is allowed for no more than five (5) consecutive days or twenty (20) days in any twelve (12) month period.
3. Use of snowmobiles, ATV’s, dirt bikes, or other similar recreational vehicles is not permitted in Hickory Hollow.
4. Vehicles may not be parked within 10 feet of fire hydrants or mailboxes or driveways.
5. Major repairs to motor vehicles are not permitted except fully inside garages.
6. All homeowners, tenants, and guests will observe all speed limits and traffic control signs. Speeding and careless driving is dangerous and potentially destructive to life, property and community relations.
7. Vehicles cannot block sidewalks when parked in the driveways.
  - Homeowners, tenants, and visitors (when needed) will park on the side of the road.

- Cars parked on the road should leave enough space for emergency vehicles to pass.
8. There is no parking on the lawns or grassy areas in Hickory Hollow.
  9. In cases where heavy vehicle traffic is expected, such as a community garage sale, the chairperson of that event will assume the duty of creating NO PARKING THIS SIDE signs to be high enough for every vehicle operator to see, and to make assurances that residents be available to enforce the parking regulations.

## RESPONSIBILITY MATRIX

“Responsibility” means keeping the item as described in good working order, initiating actions and bearing the cost to ensure items kept their original condition and intended use.

	HOA	Home Owner	Variance Needed
<b>HOA Maintenance, Repair &amp; Replacement</b>			
Chimney vent (original), Exterior	X		
Common Use Areas (sidewalks, flag garden & entrance sign areas)	X		
Driveways and driveway sealing	X		
Exterior Water & Sewer Lateral Lines Servicing homes	X		
Gutters and Downspouts (original)	X		
Lawn & Landscape (per HOA contract)	X		
Painted Exterior Trim	X		
Roofs / Roof Members	X		
Siding & Facia Repair (original)	X		
Snow Removal from all Driveways	X		
Snow Removal from all walkways - driveway to front door	X		
Trash / Rubbish Removal	X		
<b>Homeowner Maintenance, Repair &amp; Replacement</b>			
Air Conditioning System including Pad		X	X
Chimney, Interior		X	X
Deck		X	X
Doors, Exterior (man, storm, screen and garage overhead doors)		X	X
Fences around Patio / Privacy fence		X	X
Foundation Walls		X	X
Garage Doors, Hardware, Tracks, Openers		X	X
Garage Floor including apron		X	
Heating System		X	X
Hose Bibs		X	
Interior of homes		X	
Interior Lateral Lines Servicing home		X	
Lawn & Landscaping (homeowner addition and/or anything not covered per the HOA landscaping contract)		X	X
Lights, exterior		X	X

	HOA	Home Owner	Variance Needed
<b>Homeowner Maintenance, Repair &amp; Replacement</b>			
Negligent, willful act or omission by homeowner or their visitor		X	
Painting doors, exterior steps		X	X
Patios		X	X
Pet		X	
Satellite Dishes		X	X
Sewer, Cleaning or Unclogging		X	
Tree / Shrub		X	X
Trash / Rubbish Container		X	
Home Walkways		X	X
Windows		X	X
Window Shutters (including painting)		X	X

### EXTERIOR ALTERATION REQUEST PROCEDURE

The following procedure has been established in order to expedite as quickly and smoothly as possible homeowner requests for external changes to their home. All requests will be processed to conform to the existing governing documents of the Association, as they relate to external changes.

1. The homeowner must complete an “External Alteration Request” form and forward it along with all pertinent supporting documents to the Architectural Committee. Failure to include all of the required data or supporting documentation will delay the review process. Blank Variance Request forms may be obtained from the Architectural Committee.
2. Within seven business days of its receipt, the Architectural Committee will review the request documents to ensure that all necessary information has been provided and that the request does not violate the governing documents. If additional data or documents are required, the Architectural Committee will contact the homeowner to obtain the information or clarification.
3. Once the review is complete, the Architectural Committee will forward the request and all supporting documents, along with recommendations, to the Board of Directors for review, which review will typically be completed within three days of receipt.
4. If approved, the executed request form will be returned to the Architectural Committee for distribution to the homeowner. A copy will be retained in the Association’s permanent home file.
5. If the request is not approved, the denied request will be returned to the homeowner with an explanation of the specific reasons for the denial. If appropriate, recommendations for changes to the request and subsequent resubmission may be included.

6. Homeowners are responsible for obtaining any building permits that may be required. If there are questions regarding permit requirements, homeowners should contact the Town of Ogden.
  
7. The Homeowner will be expected to complete the project within a reasonable period of time after obtaining written Board approval of the request (normally six months or less). Otherwise, the approval is automatically voided, and the homeowner must submit a new request.
  
8. The homeowner is responsible for all future maintenance, repair, and replacement of any exterior alteration or improvement made to their property, regardless of the scope. The Homeowners Association will not assume any financial or labor responsibility for homeowner-initiated alterations.

When the scope of an approved exterior alteration request is determined to be significant, the homeowner may also be required to file an addendum to his/her deed, or alternatively to file a recordable agreement at the Monroe County Clerk's office to ensure that any future owner of the Home is aware of this maintenance obligation.

**EXTERIOR ALTERATION REQUEST**

**PLEASE RETURN COMPLETED FORM TO:**

HOMEOWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Hickory Hollow HOA Architectural Committee  
c/o Bob Arthmann

PHONE: \_\_\_\_\_

34 Glenn Haven, Spencerport, NY 14559

EMAIL: [rarthmann@rochester.rr.com](mailto:rarthmann@rochester.rr.com); Phone: 585-259-3598

**TO THE BOARD OF DIRECTORS:**

***I understand no work should begin until written approval is received.***

I REQUEST PERMISSION TO MAKE THE FOLLOWING CHANGES TO THE EXTERIOR OF MY PATIO HOME, INCLUDING LANDSCAPING, PLANTINGS, PAINTING, PATIOS, ETC. 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 EXTERIOR ALTERATION REQUEST: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

WHO WILL COMPLETE THE WORK? (If work is to be completed by anyone other than the homeowner, a certificate of insurance evidencing appropriate liability and workers compensation insurance must be provided with this form.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

DATE

\_\_\_\_\_

SIGNATURE OF PETITIONER

These changes are now the responsibility of the present and future homeowner.

Revised: 12/1/2025

## Appendix #2 - Fertilization Schedule and Opt-Out Form

### THE PESTICIDE OPT-OUT VARIANCE REQUEST

This variance permits the homeowner to opt-out of the use of pesticide treatments for a period between April 1 to October 31 each year. Under the conditions described below, the opt-out variance may be granted on a year-by-year basis, with the following restrictions.

- There would be no reduction in your HOA fees.
- You would be financially responsible for applying organic products to your own property and proof of contract is required with this form.
- If your property develops issues due to opting out, you will be financially responsible for the cleanup and repair.
- If any issues spread to a neighbor's property, you would be financially responsible for that cleanup and repair as well.

The areas of property covered by this variance are defined with two needs in mind:

1. The need for opt-out homeowners to come and go from their homes to areas free from pesticides.
2. The need of the workers applying pesticides to manage the application process effectively while avoiding the “opt-out” areas.

A drawing of the opt-out area must be submitted by you the homeowner with the Variance application. The signed opt-out forms will be kept on file.

The homeowners opt-out area will be clearly identified by the application company with small signs or flags provided by the application company the day of the actual application.

Nevertheless, all homeowners who are granted the opt-out variance agree to the responsibility of maintaining the quality of their lawn area such that it maintains the kind of “curb-appeal” like the neighboring lawn areas that are treated with pesticides. Again, homeowners would be financially responsible to repair any issues that arise with the alternative fertilization within their yard and if it spreads into the neighboring yard. If not completed in a timely fashion, a fine of \$75.00 will be levied.

If a homeowners opt-out area degrades due to severe thinning, bare spots from insect or grub damage, or heavy weed growth in a way that negatively distinguishes it from neighboring properties, the following will apply:

- The opt-out variance will be revoked for the following year.
- The homeowner will be responsible for bringing the lawn and shrubbery back to community standards at their own expense.
- If the property is not brought back to community standards, a \$75.00 fine will be levied each month the lawn is not brought up to community standards.

**By submitting this variance with your signature, you acknowledge your understanding of the extent and limitations of this variance and your willingness to share the responsibility of maintaining the quality of that lawn area.**

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

---

Board Action:            Approved \_\_\_\_\_ Denied \_\_\_\_\_

Date returned to applicant: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

PLEASE return completed form to:            Realty Performance Group, Inc.  
1800 Hudson Ave. - Suite 100  
Rochester, NY 14617

Revised 4/21/2026

# Hickory Hollow HOA Handbook Addendums

Date	Page	Heading Section	Change
3/3/26	Page 1	Revision Date	Changed from January to March
3/3/26	Page 8 & 20	Insurance / Exterior Home Repairs over \$500	Added verbiage from By-Laws Article IX Section 2 and 3 per HOA lawyers' recommendation
3/3/26	Page 8 and 20	General Information / Insurance	Added verbiage from 2004 Original Handbook regarding Homeowner Insurance for clarification per HOA lawyers' recommendation
3/3/26	Page 23	Ownership / Occupancy Restrictions	Removed "Only 2% of the total number of homes can be rental / leased at any time" per HOA lawyers' recommendation
3/3/26	Page 26	Architectural and Appearance Control / Variances	Reworded for clarification and to include changes regarding trees from homeowner feedback / vote
3/3/26	Page 32	Matrix	Lawn & Landscaping added: "and/or anything not covered per the HOA contract" for clarification
3/3/26	Page 33	Matrix	Adding "Tree / Shrub" from homeowner feedback