

*Meadowbrook Circle  
Townhomes  
Policy  
Manual*



*THE FARMINGTON*



***Meadowbrook Circle Homeowners Association, Inc.***  
**Policy Manual                      Table of Contents**

Mission Statement	1
Welcome to Meadowbrook Circle	2
Introduction	3
Quick Reference	5
Copy of Declaration “Article VI”	6
Responsibilities of “Association”	8
“Homeowner Responsibilities”	8
Policies-Administrative:	
Buildings & Grounds	10
Work contracted by Owners	10
Lease of Townhome	11
Sale of Townhome	13
Garbage & refuse disposal	14
Noise	16
Noxious or offensive activities	16
Outside drying	17
Pets	17
Signs – Advertising – Garage Sales	18
Outside Areas:	
Above ground utilities, Antennas / Dishes	19
Bird feeders & Bird houses	20
Decks, Patios, Porches, Hot Tubs	20
Fences, Screening, Enclosures	21
Mailboxes & Newspaper tubes	22
Landscaping	22
Lawns	23
Lighting	23
Slope control areas	24
Temporary Facilities	24
Buildings:	
Awnings	25
Party Wall Exposure	25
Garages & Garage Doors	25
Storm Doors	26
Windows & Wall Air Conditioners	26
Safety:	
Carbon Monoxide Detectors	26
Fire Extinguishers	26
Gas Grills, Fires, Open Flames	27
Smoke Detectors	27
 Vehicles:	

Boats, Trailers, Recreation Vehicles	27
Commercial Vehicles	28
Motor Vehicles	28
Parking	29
Repair Work and Outside Storage	29
Snowmobiles	29
Exterior Decorations:	
Flags	30
Holiday Decorations	30
Payments and Assessments:	
Assessments and Fines	31
Late Fees	31
Special Financial Arrangements	31
Appendix “A” COMPLIANCE	32
Appendix “B” Additional Legal Remedies	33
Appendix “C” Variance Process	34
Approved Architectural Standards	
Storm Doors	36
Self-Storing Door	36
Awnings	37
Glossary of Terms	39-40
Index	End

Blank Variance Forms available from Managers Office

# **Meadowbrook Circle Homeowner's Association, Inc.**

## **Mission Statement**

The Homeowner's Association is to maintain the property and enforce the "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges, and Liens", each of which the homeowners are legally bound, with the purchase of their townhouse and are automatically members of the Homeowners Association, Inc.

The Board of Directors was established under the Declaration and the By-Laws of the Association. The Board operates under the provisions of these documents and administers compliance with their terms and conditions.

The Board is empowered to establish any rules, regulations and penalties which it deems necessary to protect and preserve the rights of individual homeowners or the community as a whole.

## **Welcome to Meadowbrook Circle**

This handbook is offered as a convenience to the residents of the Meadowbrook Circle community of townhomes.

It contains a summary of the general covenants, conditions and restrictions detailed within the Declaration section of the Offering Plan and includes revisions passed by the Board of Directors.

These rules and regulations are necessary to protect and preserve the rights and privileges of individual residents and the quality of the community as a whole.

We hope you will find this handbook helpful and informative.

# Introduction

Meadowbrook Circle Townhomes is a community of 73 homes. It is a privately owned community with common lands and town streets. The Meadowbrook Circle Homeowners Association, Inc. (hereafter referred to as the *Association*) maintains the Association property and enforces the "Declaration of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens" (hereafter referred to as the *Declaration*) which is part of each homeowner's purchase contract, and to which each homeowner is legally bound. Homeowners, by virtue of their purchase of a home, are automatically members of the Meadowbrook Circle Homeowners Association, Inc.

Meadowbrook Circle Townhomes was developed by Pride Mark Homes, Inc. of Rochester, New York and consists of approximately 45 acres of land. Some of the land was deeded to the Town of Penfield as "forever wild" areas, including the pond.

The Board of Directors was established under the Declaration and the By-Laws of the Association. The Board operates under the provisions of these documents and administers compliance with their terms and conditions. The Board is empowered to establish any other rules, regulations and penalties which it deems necessary, to protect and preserve the rights of individual homeowners, or the community as a whole.

## **Introduction, (continued)**

The Board consists of five (5) members. Terms of office are two years except in the first year after the homeowners assume control of the Association. At the first Annual meeting, after the homeowners assumed control, three directors were elected for a two year term and two directors were elected for a one year term. Hereafter, as terms expire, directors will be elected for a two year term. (*Please refer to the By-Laws, pages 117-120, for the powers and duties of the Board of Directors.*)

The Property Manager is under contract with the Meadowbrook Circle Homeowners Association, Inc. to provide ongoing administrative, property management and maintenance services to the community.

The policies detailed in this manual are based on the Declaration as well as other policies the Board of Directors considers necessary and desirable to maintain a high quality of living and property valuation in Meadowbrook Circle townhomes. This manual should be read in conjunction with the Declaration. References to the specific sections of the Declaration are shown in *italics* throughout the document.

The manual was a joint effort of the Architectural Standards Committee (ASC) and the Board of Directors. Members of the ASC who contributed to this effort include Charlie Cleary, Donald Dear, Sam Hodgetts, Jeff Slack, & Geri Muoio.

August, 2011



## Quick Reference

To request maintenance, pay monthly fees or obtain general information, contact the Property Manager:

**Woodbridge Group**  
**PO Box 237**  
**271 Marsh Road, Suite 3**  
**Pittsford, NY 14534**  
**(585)-385-3331**

### **Voicing Community Concerns:**

The Board of Directors is comprised of volunteers who are your neighbors. Respect their privacy and direct all service requests and community concerns to the Property Manager who will bring all issues to the attention of the Board.

### **Property Emergencies:**

You may call the Property Manager 24 hours a day if an emergency condition exists such as storm damage or flooding. Give as many details as possible to the answering Operator who will activate an emergency contact to the person on call (585-385-3331).

### **When You are Away:**

If you leave for an extended period of time, please provide the Property Manager with a forwarding telephone number where you can be reached, and the name and telephone number of a local person who has a key to your home in case of emergency. It is recommended that you turn off the water at the main shutoff by the meter while away.

**Article VI Maintenance by the Association, - an excerpt from the Declaration and By-Laws**

**Section 6.01. Maintenance and repair by the Association.** All maintenance and repair of and replacements to the improvements on Association property, the maintenance, repair and replacement of all paved areas on the Association property, snow removal from all paved areas and the maintenance of all landscaped areas within lots and Association property shall be the responsibility of, and at the cost and expense of the Association. Maintenance, repair and replacement of pipes, wires, conduits and public utility lines owned by the Association and, for which a utility company or other entity is not responsible (whether such lines and facilities are on individual lots or Association property) also shall be the responsibility of, and an expense of the Association. Such costs shall be funded from the maintenance assessments.

- a. **Maintenance of Association property.** With respect to Association property, the Association shall maintain, repair and replace all improvements, including the entrance monument, paved areas, walkways and landscaped areas within lots and Association property. The Association also shall be responsible for snow removal from paved areas excluding walks. Individual lot owners are responsible for snow removal from the walks and entryways abutting their dwellings.
  
- b. **Maintenance of Townhomes.** With respect to the townhomes, including garages, the Association shall repair and replace the exterior siding, gutters, downspouts and roofs. The Association shall paint the wood surfaces of trim, windows and doors, and seal or stain decks. The Association shall not repair or replace windows, skylights, windowpanes, doors, garage doors, storm doors, decks, or maintain, repair or replace porches, stone pavers or stoops, patios or concrete walks. Exterior items that are vinyl coated and require no or low level maintenance will be maintained in accordance with manufacturer's recommendations. The Association shall not be responsible for the removal of snow from roofs.

With respect to other improvements on a townhome lot, the Association shall stain fences, railings and decks as initially installed by the sponsor, (see note above about no or low maintenance items) but shall not repair or replace spalling concrete walks, stoops or porches, or fences, railings and decks. Those portions of sewer, water, and utility laterals servicing one (1) or more townhomes and not maintained by a utility company, public authority, municipality or other entity, will be maintained by the Association, limited however to repair necessitated by leakage or structural failure only. ....>

**Section 6.02 Repairs and maintenance which are not the responsibility of the Association.**

Except as provided in section 6.01 above, the Association shall not be responsible for (i) the maintenance, repair or replacement of any buildings or structures not owned by the Association, or (ii) the maintenance, repair or replacement of any sewer lines, water lines or other utility lines which are maintained, repaired and replaced by a municipality, public authority or utility company, (iii) the maintenance, repair or replacement of the dedicated improvements, or (iv) obstructed sewer laterals.

Any maintenance, repair or replacement necessary to preserve the appearance and value of the property made pursuant to section 6.01 above, but which is occasioned by a negligent or willful act or omission of a lot owner, excluding the sponsor, shall be made at the cost and expense of such lot owner. If such maintenance, repair or replacement is performed by the Association, it shall not be regarded as a common expense, but shall rather be considered a special expense allocable to the specific lot and such costs shall be added to that lot owners maintenance assessment and, as part of that assessment, shall constitute a lien on the lot to secure the payment thereof.

**Section 6.03 Quality and frequency of maintenance and repairs.** All maintenance repair and replacement, whether or not performed by the Association, shall be of the quality and appearance consistent with the enhancement and preservation of the appearance and value of the property. The Association may establish reasonable schedules and regulations for maintenance, repair and replacement, which schedules and regulations shall take into account the useful life of any painting and exterior materials in the enhancement and preservation of the appearance and value of the property.

**Section 6.04 Access for repairs.** The Association (and it's employees, contractors and agents) upon reasonable notice to the owners, shall have the right to enter upon any portion of the property and into and upon any unit at any reasonable hour to carry out its functions as provided for in this article, except that in an emergency, the Association shall have the right, without notice, to enter upon any portion of the property and into any unit to make necessary repairs or to prevent damage to any unit or any portion of the property. The repair of any damage caused in gaining access shall be at the expense of the Association.

## **Responsibilities Summary—“Association”**

The Association shall repair or replace:

- Roofing, siding, soffits, vents, trim and brickwork (except homeowner damage).
- All driveways and guest parking areas
- Gutters, downspout conductors, including cleaning.
- Partial staining of deck surround, not synthetic area
- Any Builder and Association installed retaining walls.
- Lawn areas, & Builder or Association installed planting beds, shrubs and trees.
- Exterior pipes/wires/conduits/public utility lines, poles and fixtures owned by Association and for which a utility company or other private entity is not responsible (limited to leakage and structural failure).
- Snow plowing of private driveways, guest parking areas.
- Painting of exterior doors, shutters and trim.
- Providing for Master Homeowners Insurance, liability and fire coverage on building, but not including personal property, upgrades, betterments or improvements.
- Weekly refuse collection.

## **Homeowner Responsibilities:**

- Garage door, mechanisms, and openers.
- Window frames and sash, all glass surfaces including skylights, breakage and cleaning.
- Screens, storm doors and entry doors except external painting.
- Damage to and spalling of concrete walks and porches.

- Central heating and air conditioning equipment (interior and exterior), ductwork and piping.
- Electrical wiring, panels, devices and fixtures.
- Exterior light fixtures, including bulbs (must be same as original).
- Plumbing (piping and fixtures) and unblocking of sewer laterals (if not due to leakage or structural failure).
- All variance approved exterior improvements including, but not limited to, patios, landscaping, awnings, electrical fixtures, storm doors and decking.
- Maintenance, repair and replacement of synthetic railings, privacy fences and deck surfaces.
- Homeowners insurance on contents, any upgrades or improvements after the initial purchase and personal liability.
- Extermination of interior/exterior pests, including ants, bees, other insects, rodents or chipmunks.
- Any damage to HOA property (trees, mailboxes, mailbox posts, hydrants, utility pedestals, structures) caused directly by homeowners or homeowners' guests.
- Snow removal from concrete walks, porches and decks.
- Cost of water, gas and electric consumed.
- Payment of all assessments plus late fees of 10% on overdue monthly and special Association charges.
- Association shall not be responsible for the removal of snow from roofs.

# Administrative

## 1. Buildings and Grounds Appearance (*Article VII, Page 93, Section 7.03*)

- Any proposed change to the appearance of the outside of a structure or to the lawn or landscaped areas of a Meadowbrook Circle townhome, **must be approved in advance** by the Architectural Standards Committee.
- A variance request altering the appearance of the buildings or grounds must be accompanied with plans, details, specifications, a lot survey, color samples and other descriptions as may be required by the Architectural Standards Committee. (See Variance Process and the form in Appendix A).

## 2. Work Contracted by the Homeowner

- Insurance regulations require all contractors and sub-contractors to submit written proof of liability insurance and worker's compensation insurance, naming the Association and the Property Manager as additional insured's. When doing ladder work such as washing windows, the contractor must also sign an agreement holding the Association harmless with copies sent to the homeowner and the Property Manager.
- Proof of required insurance, in the form of a copy of the contractor's insurance certificates, must be received by the homeowner before any work, repair or maintenance begins.

*(continued)*

- A homeowner violating this requirement is putting the entire Association at risk and may be held responsible for any injuries and claims from any worker injured in the course of providing services so a “no insurance, no work” policy is advised.

### **3. Lease of townhomes**

- A homeowner may only lease his/her townhome to a tenant pursuant to a written lease on a single occasion during any consecutive twelve (12) month period beginning on the date of commencement of the lease term for that tenant’s sole use and occupancy during such twelve (12) month period.
- No lease term may be for less than six (6) months.
- The lease of the townhome to any person, corporation, limited liability company, partnership or other business entity or it’s representatives, agents, successors or assigns to provide temporary housing for transient employees, students or other tenants in possession and resident in the townhome must comply with these policies
- Subleasing is not permitted without approval of the Board.
- The homeowner shall provide the Board and Property Manager with a copy of the lease at least five (5) days in advance of the commencement of the lease period as well as the full name, address, and telephone number of each and every tenant.

### **3. Lease of townhomes, *(continued)***

- The homeowner shall also provide the Board and Property Manager with a current address and emergency telephone number where the homeowner can be reached.
- All leases must be in writing and must comply with the provisions of the Declaration regarding single family occupancy.
- All tenants or occupants under a lease must comply with all provisions of the Declaration, By-Laws and Association policies as adopted by the Board and amended from time to time.
- The homeowner of the leased home shall be held responsible for any and all infractions of such policies by a tenant or other occupant.
- Any lease entered into for rental of a townhome must contain a clause pursuant to which the tenant acknowledges that he/she has received a copy of the currently published policies of the Association.
- Any lease of a townhome shall also specifically provide that any violation of any provision of the Declaration, the By-Laws or the policies shall be a breach of the tenant's obligations under the lease and grounds for termination of the lease.
- In the event a tenant violates any provision of the Declaration, By-Laws or policies of the Association, the Board or its agent(s) will notify the homeowner of such violation and the homeowner will be responsible for remedying any continuing violation immediately.



### 3. Lease of townhomes, *(continued)*

- If the violation is not remedied within ten (10) days or if the Board determines that the violation is of such nature as to justify termination of the lease, then the Board shall notify the homeowner to immediately institute and diligently pursue, at the homeowner's expense, an action in an appropriate court to remove the tenant from the townhome based upon a breach of the lease and/or for violation of the Declaration, the By-Laws and the policies of the Association.
- Notwithstanding any provision of any lease to the contrary, the homeowner shall remain fully liable for payment of any assessment, insurance deductible or any other fines, charges or fees which are the responsibility of the homeowner under the Declaration, the By-Laws and the policies of the Association.

### 4. Sale of townhomes

- When a homeowner sells his/her townhome, the sale is subject to :
  - Declaration of Protective Covenants, Restrictions, Easements, Charges and Liens.
  - All approved variances granted by the Architectural Standards Committee.
- Homeowners should retain the Declaration, & By-Laws of the Association, the Policy Manual and copies of any approved variance(s) in a safe place. These documents **must** be turned over to the new owner at the time of sale of the townhome. Failure to do so will result in a charge to the seller for the replacement cost of the documents.

## **1. Garbage and Refuse Disposal** (*Article X, Page 101, Section 10.04*)

- Except for building materials during the course of construction or repair of approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (referred to hereafter as trash) may be kept, stored or allowed to accumulate outdoors on any lot or other portion of the property.
- Building materials as a result of demolition during approved improvements may be kept in covered containers or dumpsters without screening only with written approval of the Board.
- Trash removal occurs on a specific day of the week so approved containers should be placed at the end of the driveways no earlier than sundown the evening before the scheduled pickup.
- If the homeowner will be away during this period, he or she should make arrangement with a neighbor to place and retrieve the trash and recycle container during these time periods.
- Every effort should be made to utilize containers with tightly closed secure lids to prevent nocturnal animals and adverse weather conditions from causing a mess.
- Trash and recycle containers must be stored inside the garage except during trash day pickup.

- If you expect to have large amounts or oversized items for collection, call the refuse company in advance to arrange for the pickup.
- There may be a charge for certain items such as tires or for refrigerators and dehumidifiers due to the recycling of freon gas which is the homeowner's responsibility.
- All trash pickup complaints should be directed to the Property Manager.

## **2. Noise**

- Sound producing equipment of any type must be kept at a sound level that will not be heard by the adjacent neighbor with the windows closed.
- Noise control is particularly important during the hours of 11 p.m. and 8 a.m.
- Remember that all homeowners are entitled to the quiet enjoyment of their place of residence.

## **3. Noxious or Offensive Activities** (*Article X, Page 102, Section 10.06*)

- No noxious or offensive activities should be carried out on any lot or other portion of the property nor should anything be done thereon that may become a nuisance or annoyance to the area or to homeowners.
- The emission of smoke, soot, fly ash, dust, fumes, herbicides, insecticides and other types of air pollution or radioactive emissions or electromagnetic radiation disturbances shall be controlled so as not to be detrimental to or endanger the public health, safety, comfort or

## **3. Noxious or Offensive Activities, (continued)**

welfare, be injurious to the property, vegetation or animals, adversely affect property values or otherwise produce a public nuisance or hazard or violate any applicable zoning regulations or governmental law, ordinances or code.

**4. Outside Drying** (*Article X, Page 103, Section 10.17*)

- Clothesline drying or airing of clothing or bedding is not permitted.
- The mounting of any clothesline appliances to the structure, railings or fences is not permitted.

**5. Pets** (*Article X, Page 101, Section 10.02*)

- Except for one (1) dog or cat per townhome, fish in tanks and birds in cages, no other animals, reptiles, rodents, birds or insects may be kept or maintained on any lot or other portion of the property.
- Pets are permitted outside only when leashed and accompanied by a responsible person.
- No pet waste may be left anywhere on the lot or other portion of the property and must be disposed of properly.
- The Board may request any homeowner, tenant or guest to remove their pet from Association property.
- If any pet is found to be too noisy or creating a nuisance or not controlled by a responsible person, the Association or the Property Manager or their employees may contact any local municipal authority with the power to impound animals without any liability to the Association, the Board of Directors, agents or employees.

**5. Pets, (continued)**

- Any damage done by a pet to Association property including, but not limited to, doors, lawns, shrubs, trees and fences, is the responsibility of the pet owner.

## **6. Signs, Advertising and Garage Sales** (*Article X, Page 101, Section 10.01*)

- A person or firm's professional shingle is not permitted.
- If selling or renting your townhome, "For Sale" or "For Rent" signs can be a window sign, a professionally painted sign or a standard realtor's sign. All signs must be approved by Architectural Standards Committee in advance and must be removed within five (5) days of rental, sale or removal from the market.
- One standard security sign is permitted in the front stone bed area.
- Any other sign requires a variance from the Architectural Standards Committee.
- Each residence is allowed one individual garage sale at the time of moving and can last no longer than two (2) days. The moving sale can start no earlier than 8:00 a.m. and end no later than 5:00 p.m. All garage sales must be approved by the Architectural Standards Committee at least two (2) weeks in advance of the sale.
- Participation in the Annual Meadowbrook Circle Neighborhood Garage Sale is permitted without approval.

# Outside Areas

## 1. Above Ground Utilities, Antennas and Dishes

*(Article 10, Page 102, Sections 10.05, 10.06 and 10.09)*

- Above ground radio, telegraphic, television, satellite dish, or other electronic device antennas are subject to obtaining an approved variance from the Architectural Standards Committee and must be in compliance with current Federal regulations. Specific mounting instructions will be included on approved variance.
- No facilities, including and without limitation, poles or wires for transmission of electricity, electronic or telephone messages may be placed or maintained above the surface of the ground on a lot or other portion of the property without written approval of the Architectural Standards Committee.
- No water, gas, sanitary or storm water drainage pipes and conduits may be placed or maintained above the surface of the ground on any lot or other portion of the property without written approval of the Architectural Standards Committee.
- Telephone and television cable wires shall be buried a minimum of six (6) inches below grade so as not to interfere with lawn maintenance.
- Permanent stand-by emergency generators are permitted, but only after obtaining an approved variance from the Architectural Standards Committee.

## **2. Bird Feeders and Bird Houses**

- Deck mounted bird feeders or birdhouses are not permitted.
- One bird feeder or bird house per residence is permitted. An approved variance by the Architectural Standards Committee must be obtained.

## **3. Decks, Patios, Porches and Hot Tubs** (*Article VI, Page 91, Section 6.01*)

- The Association is responsible for the staining of the deck surrounds.
- The homeowner is responsible for the maintenance of the synthetic decking, but staining or painting of the synthetic deck or railing is not permitted.
- Washing /cleaning of deck and railings is recommended yearly.
- The homeowner is responsible for the maintenance, repair and replacement of railings and privacy fences.
- The homeowner is responsible for the repair, replacement and maintenance of concrete porch surfaces and walkways.
- Covering of concrete porch, patio or deck surfaces is not permitted (e.g., indoor/outdoor carpeting).
- Decks should be used for seasonal furniture only, not for storage.
- Because patios were not part of the original offering, an approved variance from the Architectural Standards Committee is required.

- Maintenance of all aspects of a patio is solely the homeowner's responsibility. Maintenance by the homeowner must be in keeping with the quality level of the Association property maintenance.
- The homeowner is responsible for the repair of any of the installed elements that are defaced or damaged in any way due to a homeowner's personal attachments or decorations.
- No hot tubs are permitted on decks or patios without an approved variance from the Architectural Standards Committee.

**4. Fences, Screening and Enclosures** (*Article X, Page 101, Section 10.03; Page 103, Section 10.18*)

- Screen plantings, fence enclosures or walls initially installed on a lot or other portion of the property and not maintained by the Association, shall be maintained by the homeowner and shall not be removed or replaced with other than a similar type planting, fence or wall except with an approved variance from the Architectural Standards Committee.
- Except for the foregoing, no fence, wall or planting of any kind shall be planted, installed or erected upon any lot or other portion of the property except with an approved variance from the Architectural Standards Committee.
- No fence, wall or screen planting shall be maintained so as to obstruct site lines for vehicle traffic. Chain link fences are not permitted.



Requires a variance from the architectural standards committee.

## **5. Mailboxes and Newspaper Tubes**

- Only a mailbox may be affixed to a mailbox post.
- In the event of damage to a mailbox or mailbox post, the Homeowners Association will repair or replace it. Contact the Property Manager. The cost of such repairs is the responsibility of the homeowner if the damage was caused by the homeowner or a guest of the homeowner.

## **6. Landscaping** (*Article X, Page 95, Section 10.10*)

- No trees, shrubs or other plantings may be removed by a homeowner.
- Annuals, perennials, trees, shrubs or other in-ground plantings may be installed in any edged and stoned planting beds upon an approved variance request.
- Any such plantings, if approved, must be maintained by the homeowner at the same level of quality as that of the Association plantings.
- Maintained portable, potted plantings are permitted in Pride Mark or Association installed planting beds between April 1 and October 31.
- No artificial flowers or plants are permitted.

## **7. Lawns** (*Article VI, Page 91, Section 6.01*)

- All aspects of lawn maintenance are the responsibility of the Association.
- Homeowners are not permitted to apply any materials to the lawn areas or to the trees and shrubs.
- Impediments to lawn maintenance such as, but not limited to, lawn ornaments, birdbaths, shrines, other permanent or semi-permanent structures are not permitted in any lawn area of a lot or other portion of the property.
- Additional trees, shrubs and planting beds in existing lawn areas are not permitted without an approved variance from the Architectural Standards Committee.

## **8. Lighting**

- Installation of permanent or semi-permanent façade spot or flood lighting and garden or path lighting requires an approved variance from the Architectural Standards Committee.
- Installation of additional exterior lighting for security or other illumination purposes, beyond that provided originally by Pride Mark, requires an approved variance from the Architectural Standards Committee. Adjustable recessed lights mounted in the soffits are preferred.
- Lights on deck railings or fences are not permitted.

**9. Slope Control Areas** (*Article X, Page 102, Section 10.11*)

- Slope Control Areas are locations designated by the Town of Penfield as erosion control areas generally due to a steep ground slope and/or soil composition.
- Within any slope control area shown on any filed map, no improvements, planting or other materials shall be placed or permitted to remain.
- No activity should be undertaken which may damage or interfere with the established slope ratios, create erosion or sliding problems or change the direction or flow of drainage channels.
- The slope control areas of any lot or other portion of the property and all improvements thereon shall be maintained continuously by the Association except in those cases where a governmental agent or other public utility company is responsible for such maintenance.
- Any ground cover material installed in the slope control areas may not be removed, cut or maintained in any way by the homeowner.

**10. Temporary Facilities** (*Article X, Page 102, Section 10.08*)

- No building, wall or any other semi-permanent or permanent structure shall be built on any lot or other portion of the property without an approved variance from the Architectural Standards Committee.
- Any violation of this policy may allow the Association to have such structure removed at the homeowner's expense.

# Buildings

## 1. Awnings

- Awnings must comply with the approved models listed in Appendix B.
- Awnings are limited to covering decks and approved patios.
- Window awnings and roof mounted awnings are not permitted.

## 2. Party Wall Exposure (*Article XIII, Page 96, Section 8.03*)

- A homeowner may not, by any negligent or willful act, cause the party wall to be exposed to the elements.
- If such negligent or willful act is committed, the homeowner shall bear the entire cost of furnishing the necessary protection against and the necessary repair caused by such elements.

## 3. Garages and Garage Doors

- It is requested that garage doors be kept closed to deter unwanted rodents, animals or people.
- The garage door may not be temporarily or permanently replaced with a screened drape or other device to render the garage area as a recreational or living space.
- Garages are provided solely for the purpose of housing the homeowner's vehicle(s) and minor storage.
- Keypads for garage doors are permitted and should be mounted on the door jamb.
- Replacement garage doors must be similar in color and design. An approved variance is required.

## 4. Storm Doors

- Storm doors on the front door of the residence must comply with the designs approved by the Architectural Standards Committee. (See Appendix B).

## **5. Window and Wall Air Conditioners**

- No window or through the wall air conditioner units are permitted.
- If the homeowner finds the distribution of heated or cooled air is not acceptable within their residence, a heating contractor should be contacted to re-balance or modify the air system.

# **Safety**

## **1. Carbon Monoxide Detectors**

- Carbon monoxide detectors are required by Master Insurance policies and by the State building code. Homeowner's should purchase a plug-in C/O device to guard against leaking fumes from any gas, wood burning device, or auto as part of the new law.
- Carbon monoxide detectors need to be checked and tested regularly and replaced if not operating properly.

## **2. Fire Extinguishers**

- The insurance company recommends each homeowner have at least one 2-½ lb. portable Type A-B-C fire extinguisher available for emergencies in the kitchen area.
- Each extinguisher should be checked regularly for proper operation.

## **3. Gas Grills, Fires and Open Flames**

- Fire Safety - No open flame devices are allowed in common areas, driveways, or homeowner patios. This includes charcoal and wood burning grills, chimineas and fire pits. Gas grills should not be operated within 10 feet of the building or any combustible building material. Gas grills should not be left unattended.
- Repair of damage caused to building elements due to heat and fire from grills and torches shall be repaired by the Association at the homeowner's expense.
- Grilling is not permitted in the garage or on the front porch.
- If grilling is done in the driveway, the grill should be removed to its storage space as soon as the grill has cooled off.
- Propane tanks and gas grills should never be stored inside basements.

#### **4. Smoke Detectors**

- Smoke detectors, as originally installed, are hard wired to the building power, and have a useful life of about ten (10) years.
- Smoke detectors need to be checked and tested regularly and replaced if not operating properly. When an alarm sounds all detectors go off at the same time.

## **Vehicles**

### **1. Boats, Trailers and Recreational Vehicles**

*(Article X, Page 103, Section 10.14)*

- Short term parking privileges for registered and licensed boats, trailers and recreational vehicles not to exceed one seventy-two (72) hour period per month, are permitted without approval and such boat, trailer or recreational vehicle must be

removed from the property by the end of that period.

27

- In no case shall such boat, trailer or recreational vehicles be parked so as to block access to any other homeowner's driveway or common area parking or interfere with the normal traffic flow on the street.

## **2. Commercial Vehicles** (*Article X, Page 103, Section 10.16*)

- Any commercial vehicle must be parked inside the garage with the exception of construction vehicles making deliveries or providing services to the homeowner.
- Pick-up trucks, or other similar commercial vehicles, with or without commercial lettering or equipment and other oversize vehicles that cannot access the standard garage door shall require approval from the Architectural Standards Committee for parking on any lot or other portion of the property.

## **3. Motor Vehicles** (*Article X, Page 103, Section 10.14*)

- Unregistered and/or unlicensed motor vehicles including, but not limited to, passenger vehicles, commercial vehicles, trailers, mobile homes, motorcycles, mini-bikes, trail-bikes, go-carts, snowmobiles, campers and mopeds are not permitted to remain on any lot or other portion of the property for more than one seventy-two (72) hour period per month.
- Unregistered and/or unlicensed motor vehicles in violation of this policy will be towed off site at the owner's expense.

#### **4. Parking**

- No parking on lawn areas is permitted. The cost to repair any damage will be charged to the homeowner.
- Overnight parking on the street is permitted.
- Common parking areas are reserved for guests only. Homeowners are prohibited from routinely parking their vehicle(s) in the common parking areas unless a variance is granted by the Architectural Standards Committee.
- There will be no follow up snow plowing of driveways due to parked cars.

#### **5. Repair Work and Outside Storage** (*Article X, Page 103, Section 10.15*)

- Outdoor performance of repair work, other than minor servicing, on any motor vehicle, boat or machine is not permitted.
- Outside storage of any articles other than grill or patio furniture is prohibited.

#### **6. Snowmobiles** (*Article X, Page 103, Section 10.12*)

- No snowmobiles or other similar motor vehicles shall be operated on any lot or portion of the property.
- Any such operation is in violation of the Town of Penfield Zoning Code, applicable Parks and Recreation Laws and Motor Vehicle regulations of the State of New York.





# Exterior Decorations

## 1. Flags

- One flag mounted to the residence is permitted. The flag should be no larger than 3' x 5'. In the case of an American flag, please use proper flag protocol.
- Tattered or faded flags are not permitted.

## 2. Holiday Decorations

- Seasonal and festive decorations, including, but not limited to, lights, balloons and signs, should be in good taste and be removed as soon as possible after a holiday or private event.
- Neon, flashing or running lights are not permitted.
- Decorations that, in any way, may cause damage to any part of the building structure or landscaped areas maintained by the Association are not permitted.
- Attachment of lighting or other decorations to gutters, eaves, soffits or other aluminum clad or vinyl surfaces is discouraged due to the potential damage of those surfaces. Any damage so incurred shall be repaired by the Association at the homeowner's expense.
- Roof mounted decorations are not permitted.
- Hanging of decorations from any exterior wall lanterns is discouraged. Any damage caused by these decorations will be repaired by the Association at the homeowner's expense.

# Payments and Assessments

## 1. Assessments and Fines (*Article V, Page 86, Section 5.01*)

- Assessments, if any, will be included in the homeowner's monthly account and will be due and payable when notified.
- Fines, if any, will be charged to the homeowner's account monthly, (see Compliance).

## 2. Late Fees (*Article V, Page 88, Section 5.08*)

- In accordance with the Declaration, any assessment or payment due the Association and received later than ten (10) days from the due date shall have a late fee of ten (10) percent of the amount due added to their account balance.
- After thirty (30) days of non-payment, interest will also accrue on the outstanding balance at the rate of ten (10) percent.
- Costs of collections such as, but not limited to, attorney's fees, lien filings, court costs are added to the homeowner's accounts.

## 3. Special Financial Arrangements

- Any situation requiring special financial arrangements, such as a unique assessment payment schedule, must be approved beforehand by the Board of Directors.

## **Appendix – “A” Compliance**

The Board has responsibility for overseeing compliance with the policies contained in this document or as otherwise established. In the event of non-compliance, the Property Manager is directed by the Board of Directors to confirm the violation, discuss the violation with the homeowner and then advise the homeowner by letter. The letter details the specific violation and specifies a time for corrective action.

### **First notice of violation:**

The homeowner will be notified in writing and requested to correct the violation immediately or depending on the violation, within ten (10) days.

### **Second notice of violation:**

If the problem is not rectified, a \$50.00 fine will be levied against the homeowner’s account. In addition, the Board or its agent, the Property Manager, may act immediately to correct the violation and assess additional charges against the homeowner’s account for the cost of labor, materials and supervisory fees plus 20% to remedy the situation.

### **Third notice of violation:**

If the homeowner takes no action to correct the violation, a certified letter will be sent to the homeowner’s last known address (homeowners are responsible to keep the Board and Property Manager informed of their legal address) with notification that an additional daily fine of \$50.00 will be assessed until the violation is completely corrected or eliminated.

### **Additional legal remedies:**

In the event that any fine and/or fees levied under this published and approved schedule of Policies is not paid in a timely manner, then the Board or the Property Manager will take legal action to enforce the policy and collect fines, and/or fees due the Association. All unpaid fines and/or fees, expenses incurred including, but not limited to, legal or other professional fees shall be and shall constitute a lien on the homeowner's residence in the same manner that an unpaid common charge constitutes a lien as set forth in the Meadowbrook Circle Declaration. The Board or Property Manager shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the policies such as non-payment of common charges.

Wherever approval, consent or permission is required, approval will only be granted by submitting a Meadowbrook Circle Homeowners Association Variance Request Form (Appendix A).

The completed Variance Request Form should include the following attachments:

- A description of the proposed change
- A drawing of the proposed changes, including dimensions and specifications
- A copy of your lot map that was given to you when you closed on your townhome.
- A copy of product information should be included.

If you are requesting a variance for an approved storm door, awning or other approved architectural standard (Appendix B), a copy of your lot map is not required.

- Contractor's name and address
- Updated certificate of insurance on file with Management Co.

The completed form and attachments should be sent to the Property Manager. Documents will not be returned. A copy will be retained by the Property Manager as well as the Architectural Standards Committee. When and if approved, Homeowners will be sent, and should retain their signed copy with any approval conditions and store them in a safe place.

When a townhome is sold, the buyer must agree to the terms of any approved variances granted for the property.

The Architectural Standards Committee will review each request and will seek recommendations from the Board of Directors where appropriate. A decision will be

rendered, in writing, within 45 days of submission of a properly documented variance request. If this timeframe does not meet the requirements of the homeowner, it should be so noted on the variance request.

If the applicant does not receive notice of approval or disapproval within 45 days, the applicant may notify the Property Manager by certified mail, return receipt requested.

The variance request will be deemed approved not later than the later of 15 days from receipt of such notice, if such notice is given, or 70 days after the receipt of a properly documented variance request by the Property Manager.

It is the responsibility of the Homeowner to inquire and obtain any building permits from the Town of Penfield.

## **Storm Doors**

### **1. Full View Door**

- The door must be white and “full view” (no horizontal bars in the center).
- Hardware color at the homeowner’s option.
- Full View doors are manufactured by Larson, Andersen, Pella and others and are available at 84 Lumber, Lowe’s, Home Depot and other home centers.

### **2. Self Storing Door**

- A Self Storing door contains a screen that rolls down from the top to the mid-way point of the door. The screen is stored at the top of the door when not in use.
- The door must be white and “full view” (on self storing doors there will be a horizontal bar at the mid-way point of the door).
- Self Storing doors are manufactured by Larson, Andersen, Pella and others and are available at 84 Lumber, Lowe’s, Home Depot and other home centers.



## **Awnings:**

The following are specifications for the retractable awnings that have been approved by the Meadowbrook Circle Homeowners Association:

- A contractor, with experience in retractable awning installation and with liability insurance coverage must professionally install the retractable fabric awning. Insurance certificate must be presented to the homeowner prior to commencing work.
- Length or width of awning may not exceed the patio or deck dimensions.
- Deck awnings must be mounted below eave projection. No roof mounting is permitted.
- Operation shall be manual. Power operation is optional and permitted, if desired.
- Framework, retractable arms and housing for rolled up awning, must be white in color or beige and utilize heavy-duty steel construction. For full deck length awnings, utilize “Little Big” cross arm construction, Model “Toga” as manufactured by Perfecta Fabric Awnings including powder coated aluminum clam shell cover, no exceptions. For smaller awnings and where width exceeds projection, a “Sunrise 2000 with hood” model as manufactured by Perfecta Fabric Awnings or similar may be used at installers option.
- Awning cover is to be woven acrylic fabric “Astrup Sunbrella®” 60 inches wide at 9.25 oz. per square yard. Color must be plain “Astrup Sunbrella®” “Heather Beige” #6072 to nearly match the vinyl siding color (Alcoa Driftwood) or similar.

- A “wind lock” limiting device (limits vertical lift of arms) or its equivalent is required to avoid destructive wind uplift of an extended awning.
- The recommended vendor and installer is Steve’s Custom Canvas. Webster, NY; 265-1170.
- Awning installation, accessories, maintenance and insurance must be at the homeowner’s expense. Maintenance is defined as and shall include the entire awning and it’s mechanism as well as damage to the building’s structure, trim, siding or deck as a result of the awning’s installation.

## Glossary of Terms

**Architectural Standards Committee (ASC)** – A permanent committee established by the Declaration to review and approve all proposed improvements, additions, modifications or alterations to any existing improvements or any change in the use of a lot or property, including Association property.

**Association** – Meadowbrook Circle Homeowners Association, Inc.

**Association Property** – All land, improvements and other properties owned by or in possession of the Association.

**Board** – The duly elected Board of Directors, past or present, of the Meadowbrook Circle Homeowners Association, Inc.

**Declaration** – The document of Protective Covenants, Conditions, Restrictions, Easements, Charges and Liens as it may from time to time be supplemented, extended or amended. All Owners should receive a copy when purchasing their unit. It is a publicly recorded and filed document in the Monroe County Clerks Office

**Homeowner (or Owner)** – The holder of record title, whether one (1) or more persons or entities, of the fee interest in any lot or townhome, whether or not such holder actually resides in such townhome or on such lot.

**Lot** – Any portion of the property (with the exception of Association property as heretofore defined) under the scope of the Declaration and as either identified as a separate parcel on the tax records of the Town of Penfield or shown as a separate lot upon any recorded or filed subdivision map.

**Member** – Each holder of a membership interest in the Association, as such interests are set forth in Article III of the Declaration.

**Property** – All properties subject to the Declaration.

**Property Manager** – A management company contracted by the Board of Directors to provide ongoing administrative, property management and maintenance services to the community. The Property Manager is referred to as the Managing Agent in the Declaration.

**Townhome** – Each completed dwelling as evidenced by issuance of a Certificate of Occupancy by the Town of Penfield, including garage, situated upon the property or any such structure or improvement on the property that is intended to be occupied as a residence or in conjunction with a residence.

# Index

Advertising	18
Air conditioners	26
Antennas	19
Architectural Standards Committee	35
Assessments	31
Awnings	25, 37
Bird feeders	20
Bird houses	20
Board	1
Boats	27
Carbon monoxide detectors	26
Clotheslines	17
Commercial vehicles	28
Compliance	32
Decks	9, 20
Declaration	1-5, 6
Decorations	30
Dishes	19
Emergencies	5
Enclosures	21
Exterior decorations	30
Exterior light fixtures	9,23
Exterminating	9
Fences	21
Fines	31
Fire extinguishers	26
Flags	30
Garage doors	25
Garage sales	18
Garages	25

**Index- continued**

Garbage & refuse disposal	14
Gas grills	27
Holiday decorations	30
Hot tubs	20
Insurance	8, 9
Landscaping	22
Late fees	31
Lawns	23
Leasing your townhome	11
Lighting	9,23
Mailbox posts	9. 22
Motor vehicles	28
Newspaper tubes	22
Noise	16
Noxious or offensive activities	16
Outside drying	17
Outside storage	29
Parking	29
Party wall	25
Patios	20
Payments	31
Pets	17
Pests	9
Porches	20
Property Manager	4,5,40
Recreational vehicles	27
Repair work	10,29

## Index - continued

Safety	26,27
--------	-------

Sale of townhome	13
Satellite dishes	19
Screening	21
Self storing storm door	36
Shutters	8
Signs	18
Slope control areas	24
Smoke detectors	27
Snowmobiles	29
Storm Doors	26, 36
Temporary facilities	24
Terms of office, Board of Directors	4
Trailers	27
Utilities	19
Variance process	10, 34
Variance Request Form	Attached at end
Vehicle repair work	29
Vehicles	27-29
Water	8,9