

LOCUST HILL MEADOWS GENERAL INFORMATIONAL HANDBOOK

A Summary of
Rules, Regulations
& Responsibilities



Managed By

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

This handbook is presented as a summary of the Declaration and By-Laws, to assist in understanding the operations of, and the responsibilities within Locust Hill Meadows. It is not intended to present all the details of, nor all the regulations for the operations and responsibilities, and it does not supersede the Declarations and By-Laws of Locust Hill Meadows.

Clarification of specific items may be found in:

1. The Declaration and By-Laws; and/or
2. Discussion with the Management Company; and/or
3. Discussion with the Board of Directors

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RULES AND REGULATIONS

MEMBERSHIP AND VOTING RIGHTS

Every owner of a dwelling which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any dwelling which is subject to assessment.

A Member shall be entitled to one (1) vote. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any unit, nor shall any member be entitled to more than one vote regardless of the number of units owned by that member.

PURPOSE OF ASSESSMENTS

Assessments levied by the Association shall be used exclusively (1) to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis, the areas of common use for the benefit of its members, their guests, tenants and invitees; and (2) to maintain the private drives, open green areas, and retention pond.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

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

RESERVES AND SURPLUS

The Association's Board may establish, from time to time, reserves for such lawful purposes as in its sole discretion it may determine necessary to be desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall not be obligated to spend in any fiscal year all the sums collected in such year, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the annual assessment in the succeeding year, but may carry forward the same from year to year.

COMMON AREA MAINTENANCE

The Association shall be responsible for maintenance of private drives, open green areas, retention pond. The Association shall further be responsible for the maintenance of the individual lawns and the snow plowing of the driveways.

REPAIRS AND MAINTENANCE WHICH ARE NOT THE RESPONSIBILITY OF THE ASSOCIATION

Any maintenance, repair or replacement necessary to preserve the appearance and value of the property but which is occasioned by a negligent or willful act or omission of an owner (including any family member, guest or invitee of the owner shall be made at the cost and expense of such owner. If such repair or replacement is performed by the

Association, it shall not be regarded as a common expense, but rather shall be considered an expense attributable to the specific unit and such cost shall be added to the owner's assessment and shall constitute a lien on the unit to secure the payment thereof. Maintenance of the lot and the home thereon shall not be provided by the Association, and shall be the responsibility of the lot owner.

ALTERATIONS AND IMPROVEMENTS

Once initially constructed improvements have been completed on a lot, no exterior alteration, addition or modification to these improvements may be made by an owner or his successor without first completing a variance and obtaining the prior written approval of the Board of Directors which, in its discretion, may require such reasonable plans and specifications before reviewing any such request for alteration. All variance requests should have a certificate of insurance attached for the contractor doing the work. Painting of front doors, garage doors and shutters will not require a variance if painting the original or existing color. A variance is required for a color change.

ADVERTISING AND SIGNS

No political or additional sign or other advertising devise of any nature shall be placed for display to the public on any lot or other portion of the property, except temporary signs placed in building windows advertising property for sale or rent. LMH permits "For Sale/For Rent", and "Sold" signs on property for resale for a maximum of 90 days. One (1) sign per property is permitted.

PETS

No animal of any kind shall be raised, bred or kept in any dwelling or lot except for a single animal, commonly known as a household pet unless prior written consent is obtained from the Board of Directors. Pets shall be on a leash and accompanied by an adult, when outside. Owners shall be responsible for picking up after pets, immediately.

FENCES

No permanent fence of any kind is permitted at LMH. Fence enclosures or walls initially developed on a lot or other portion of the property shall not be removed until the original owner sells the property. Then the fence shall be removed. Temporary fencing such as fencing for annual gardening may be permitted subject to variance request and Board approval.

LANDSCAPING

No landscaping is to be done without first obtaining approval from the Board of Directors via a Variance Form with the only exception being annual flowers and replacement of perennial plants and shrubs in existing landscape. This includes, but is not limited to, new shrubs, trees, perennial plants and gardens. No planting shall be maintained so as to obstruct sight lines for vehicular traffic. An annual spring clean-up and mulching of beds attached to the front and sides of the house is done by the Association. Following that, the homeowner is responsible for the upkeep, until the following spring. When a home is sold, the new owners must maintain any landscaping put in by prior owners or return it to its original state.

PARKING ON LHM ROADS

When possible, vehicles should be parked in the owner's garage or driveway. No vehicles shall be parked overnight (12:00 am – 8:00 am) on LHM roads. Parking is not permitted on the lawn, except when driveways are being sealed or work is being done that requires commercial vehicles be parked in the driveway. Events that have a large guest count are permitted short term permission to park vehicles on the lawn.

GARBAGE AND REFUSE DISPOSAL

Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, wood piles, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "trash") shall be kept, stored or allowed to accumulate outdoors. All such trash shall be kept within the garage or in the owner's home. Trash containers may be placed in out the day prior to pick up and must be returned to the garage the day of pickup, following service. If you plan on placing large items at the curb, you must contact the refuse company in advance for a special pick-up. The Board of Directors or the Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to size, shape, color and type of containers permitted and the manner of storage of the same on any portion of the property.

NO ABOVE SURFACE UTILITIES WITHOUT APPROVAL

Except for electrical transformers and connection terminals, no facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground on any portion of the property without the prior written approval of the Board of Directors.

NOXIOUS OR OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried out upon any portion of the property, nor shall anything be done thereon that may be or become a nuisance or annoyance in the area or to the residents or owners thereof. 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 (i) be detrimental to or endanger the public health, safety, comfort or welfare; (ii) be injurious to property, vegetation or animals; (iii) adversely affect property values or otherwise produce a public nuisance or hazard, or (iv) violate any applicable zoning regulation or other governmental law, ordinance or code.

DWELLING IN RESIDENTIAL LOTS OR OTHER PORTION OF THE PROPERTY

No temporary building, trailer, tent, shack, barn, outbuilding, shed, or building in the course of construction, or other temporary structure shall be used, temporarily or permanently, as a dwelling on any lot or other portion of the property except with the consent of the Board of Directors.

TELEVISION AND RADIO ANTENNAS

No outside television or radio antennas, nor any satellite dish, shall be erected on any lot or other portion of the property, except satellite receivers not exceeding 18” inches in diameter which must be approved by the Board of Directors of the Homeowners Association.

RESIDENTIAL USE ONLY

The property shall be used only for single-family residential purposes and purposes incidental and accessory thereof.

RENTERS AND RESIDENTS

If owners do not reside on the property, they must inform the Management Company. Owners can rent their homes for no more than two (2) times per year. All tenants must sign a lease which will be provided to the management company within 15 days of commencement of lease and is kept on file. All renters are assigned the same rights as the owner except for voting authority. Renters/residents will receive a copy of the Rules and Regulations which they must follow. Owners will be responsible for monthly assessments, special assessments and penalty fees. No more than 20% of the homes may be rented unless approved by the Board. The Management Company will track the number of rentals.

COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY

No wholesale or retail business, including any salon, laboratory, home industry or medical or dental office, shall be conducted in or on any lot or other portion of the property, except (1) by the Declarant in conjunction with the initial construction, development, lease and sale of lots and (ii) the conducting of business by telephone. This restriction is not intended to preclude the operation of an in-home office for purposes other than those set forth above.

OUTSIDE STORAGE

Outside storage or parking for commercial or recreational vehicles, camper bodies, boats and trailers shall be prohibited except as may be otherwise permitted by the Association’s Board of Directors (unless prohibited altogether by the applicable zoning requirements).

OUTDOOR REPAIR WORK

No work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on the property, except with the consent of the Board of Directors.

OVERSIZED, COMMERCIAL OR UNLICENSED VEHICLES

Unless used in maintenance of the property, the following shall not be permitted to remain overnight on the property:

- (a) No recreation vehicles, boats or commercial vehicle for more than 48 hours without permission of the board.
 - a. Recreational Vehicle Exception: Class B motorhomes or camper vans that do not exceed 24 feet in length, 10 feet in height and 8 feet in width may be parked in the driveway, provided the driveway is at least 30 feet in length.
- (b) Unlicensed motor vehicles of any type.

CLOTHESLINES

No clotheslines shall be permitted within the property unless authorized by the Board of Directors.

POOLS

No in-ground or above ground pool shall be permitted anywhere on the property. Hot tubs will be considered via a variance.

AIR CONDITIONERS

No unit owner shall install or permit to be installed any window mounted or through-the-wall mounted air conditioning unit in his dwelling.

BASKETBALL BACKBOARDS

No basketball backboards and nets shall be installed or permitted to be installed anywhere on the property. This includes potable units.

MAILBOXES AND POSTS

The Association shall be responsible for maintaining the posts (which are to remain white) holding the mailboxes including repair and painting. Homeowners shall be responsible for the mailbox. When installing a new mailbox, it must be green and similar in size and shape to the current mailbox. In order to maintain consistency, no decorations, holiday or otherwise, are permitted on the mailboxes or posts.

AMENDMENT PROCESSES

The LHM Board has full powers to construe and interpret the provisions of the LHM offering plan; hence they can amend (or decline to amend) any of the foregoing "Rules and Regulations", provided the result is not in clear conflict with the Offering Plan, the By-Laws, or the law.

ENFORCEMENT PROVISIONS

Although there are a number of enforcement clauses, in practice they seldom come into play, because all Owners accept LHM's "Rules and Regulations" by the very act of buying at Locust Hill Meadows.

Because most of the powers are seldom invoked, some may think this fact could be used to avoid them. To the contrary, in accordance with the Offering Plan: the failure to enforce a restriction "shall in no event be considered a waiver of the right to do so thereafter. Nevertheless, when essential for the best interest of the community, the LHM Board has the right to enforce the "Rules and Regulations" hereinabove stated by invoking the provisions referenced herein below (provisions are not in any specific order, nor is LHM restricted in the use of any provision referenced below):

ENFORCEMENT PROVISIONS CONTINUED

1. Forward a Courtesy Letter to the Owner/Violator detailing the infraction and applicable Rule, along with an applicable time frame and procedure to cure/rectify such infraction.

(Such Courtesy Letter may require Owner/Violator to respond in writing to the LHM Board referencing their rectification of such infraction. All responses (if applicable) would be required in the time frame previously allotted/referenced in such courtesy letter).

2. Forward a Demand Letter, US CERTIFIED MAIL RETURN RECEIPT REQUESTED to the Owner/Violator detailing the infraction and applicable rule, along with a specific time-frame of not more than ((48 hours)) one week for rectification, upon receipt of demand letter. Levy a one-time \$50.00 fee/penalty (amounts of fees and/or penalties are at the sole discretion of the LHM Board) which shall be added to the regular assessment for the affected home.
3. Levy an additional assessment of \$25.00 per day for each day the violation continues and/or for each occurrence.
4. Place/file a lien on the property of anyone delinquent in paying LHM charges or refusing to comply with the Board decision.

Other factors and/or circumstances may be taken into consideration by the LHM Board such as severity of the non-compliance infraction/s, how often the Owner/Violator is in non-compliance with the “Rules and Regulations”, what means and/or procedures were/have been taken to rectify the infraction in the past, etc.

INSURANCE – See Article VIII, Declaration

ENFORCEMENT

The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

RESPONSIBILITY CHART – See page 7.

VARIANCE REQUEST – See last page.

Locust Hill Meadows Responsibility Chart

Category	Association/Other Responsible	Owner Responsible
Roofing and Vents		XX
Gutters and Downspouts		XX
Siding and Trim		XX
Brickwork		XX
Doors/Windows – Storm & Screen		XX
Driveways		Repair, resurfacing, sealing
Foundations		XX
Glass Surfaces – Window Pane		XX
Grass	XX	Watering
Heating/Cooling		XX
Landscaping (includes weekly lawn mowing and lawn trimming, chemical treatment for lawns, bushes and shrubs, annual mulching of beds attached to front and sides of homes)	XX	
All unit landscape beds, shrubs and trees		XX
Insurance –Homeowners Property and Causality		XX
Patio and Deck Maintenance		XX
Lighting – Street	XX	
Lighting Fixtures – Exterior		XX
Deck Staining		XX
Plumbing		XX
Refuse, Rubbish, Recycling	XX	
Roads	XX	
Sewer, Storm Water, Sanitary	XX	
Snow Removal	Driveways, roads and sidewalks	
Concrete stoops and sidewalk		XX
Mailboxes		XX
Mailbox Posts	XX	

LOCUST HILL MEADOW HOA VARIANCE FORM

Please allow enough time for the HOA to act on your request. **Do NOT order or start any work until the attached Variance has been APPROVED by the Board of Directors.**

NAME _____

ADDRESS _____

PHONE # _____

EMAIL _____

I request approval to make the following changes, alterations, renovations, additions and/or removals to my property:

It is required to attach a detailed drawing, spec sheets, &/or photos to illustrate your plan(s). A certificate of liability and workers compensation insurance must be provided for each contractor working on your property. You or your Contractor may also be responsible for obtaining a Town Building Permit.

I understand and agree to the following provisions:

1. No work will begin until I have received written approval from Woodbridge Group.
2. If you began work prior to receiving an approved variance the work will be required to stop and you will be responsible for the complete removals at your expense.
3. This work must be completed within three month of approval date.

APPLICANT'S

SIGNATURE _____ DATE _____

You will be notified with a response of the decision within 30 days of receipt, sooner if possible.

Send completed form to:
service@woodbridgegrouppro.com
- or - Woodbridge Group @ P.O. Box 237, Pittsford, NY 14534.
For Board of Directors Use

Committee Reviewer's Signature Approved Not recommended Date _____

Board Signature Approved Denied Date _____

Additional comments as part of this approval:

This architectural change will _____, will not _____ become the responsibility of the unit owner as it concerns maintenance and/or replacement.