

***BRANDON WOODS  
HOMEOWNERS  
ASSOCIATION***

***A Community of 27 Homes  
In Brockport, NY***

**HOMEOWNERS MANUAL**

**and**

**RULES & REGULATIONS**

**March 2020**

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**Common Area** – The property owned by the Association which the Association pays taxes on. This is the yard around the house. It also includes the wooded areas.

**Member** – A member in the HOA is the Owner of any lot that is subject to assessment.

## **GENERAL INFORMATION**

### **BOARD OF DIRECTORS**

The affairs of Brandon Woods Homeowners Association are managed by the Board of Directors, including, but not limited to:

- Determine, levy, and collect monthly assessments as provided in the Bylaws of the HOA.
- Use the assessments and charges collected for the maintenance, care, preservation and operation of the neighborhood.
- Authorize fines, remedies, and legal actions as necessary
- Make, amend, and enforce regulations.
- Contract for management of the Association
- Establish a capital reserve fund.
- Approve annual budget.

The Board of Directors consists of five homeowners elected by the members of the Association. Directors serve staggered term lengths from one to five years, without compensation. The Board has contracted with a management company to aid in the performance of its duties. Board members are volunteers and your neighbors. Please respect their privacy and direct all service requests and community concerns to the management company.

Although the Board has contracted with the management company, be assured that the management company acts at the direction and oversight of the Board.

Board meetings are held at least bi-monthly, and all issues raised by homeowners are discussed at these meetings. Any homeowner who is interested in serving on the Board of Directors may contact the management company or any Board member for more information.

### **MANAGEMENT COMPANY**

Brandon Woods HOA has engaged the services of a Realty Performance Group (RPG) to manage the day-to-day operations of the HOA including handling bookkeeping services, aiding in vendor selection, maintenance, etc. However, the Board of Directors makes final decisions on such things as rules, approvals, vendor selection, as well as reviewing all financial reports.

Realty Performance Group specializes in property management for homeowner's Associations and come highly recommended. Here is their contact information:

Realty Performance Group  
1800 Hudson Avenue, Suite 100  
Rochester, New York 14617  
Telephone: (585) 225-7440  
Fax: (585) 225-7630  
[www.realtyperformancegroup.com](http://www.realtyperformancegroup.com)

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

In case of a maintenance emergency during non-business hours, call the Realty Performance Group office number (585) 225-7440 and dial "O" at the prompt to report the emergency to the answering service operator.

### **MONTHLY ASSESSMENTS**

Monthly assessment payments for Brandon Woods Homeowners Association are due on the first day of each month. They may be paid quarterly due the first day of the first month of the quarter. A late charge of \$10.00 is incurred for any assessment received after the 30th day of the month, and there is a \$25.00 charge for any personal check returned by your bank for insufficient funds or any other reason. Assessment payment schedules are provided at the beginning of each calendar year as a reminder of payment due dates. Invoices will not be mailed.

There are various payment options for you to choose from:

- Arrange with your bank to automatically send a check to RPGs office monthly or quarterly
- Make credit card payments (a small convenience fee is associated with this option)  
Contact Realty Performance Group to set this up.
- Request an ACH form to have funds automatically deducted from your bank account.  
Form available on the Brandon Woods page of the RPG website  
([realtyperformancegroup.com](http://realtyperformancegroup.com))
- Mail your payment check to RPGs office.

All check payments should be made payable to Brandon Woods Homeowners Association and be mailed to Realty Performance Group (see address above)

## **INSURANCE**

A Master Insurance Policy covers Brandon Woods Homeowners Association for Liability for the common areas (see definition of common areas above). There is also Employee Dishonesty coverage which covers volunteers and directors for such things as a Board member stealing funds from the Association. The members of the Board of Directors are covered under a Directors and Officers Policy. There is an additional Umbrella Liability policy, and various other protections for the HOA. If you wish to review the policy itself, please contact the management company.

However, the HOA has no responsibility to maintain insurance of any kind for your home (interior or exterior) or any of your property. The HOA Declaration (Article IX, Section 2) states that "Each owner shall obtain insurance, at his/her own expense, insuring his/her residence and all other insurable improvements upon his/her Lot in an amount equal to the maximum insurable replacement value." This means that each homeowner is responsible for covering themselves with a homeowner's insurance policy, referred to as an HO-3 policy. It is also recommended that you consider coverage for "Loss Assessment" at a level of \$50,000 or more. If you incur a loss to your home, inside or out, you should submit a claim to your own insurance carrier.

## **FISCAL YEAR**

The fiscal year of the Association runs concurrently with the calendar year: January 1 – December 31.

## **ANNUAL MEETING**

The annual meeting of the Association is held during the month of November every year. The Board of Directors and management company report to the membership at this meeting, including the financial status of the Association and any other matters of importance. Board members are also 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.

## **VOTING**

For election of Board members and any other required voting, each member is entitled to one vote. When more than one person owns a particular lot, all of them are members, but there is only one vote per lot. No member may have more than one vote regardless of the number of lots owned by that member.

## **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 designed to fund future replacements of roofs, siding, gutters and downspouts,

periodic driveway sealing and resurfacing, exterior trim painting, etc. without having to resort to special assessments to fund such work. The management company completes a detailed long-range projection and periodically 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.

## **RULES & REGULATIONS**

Living in a shared community has many benefits. It also imposes certain obligations and restrictions. The following rules and regulations provide a standard for maintaining Brandon Woods 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, Easements and Restrictions (Declaration) and the By-Laws of Brandon Woods Homeowners Association, Inc. They are intended to assure consistency and uniformity, and maintain property values. Adherence to these rules and regulations is the responsibility of all members. In addition, **homeowners are responsible for assuring that their tenants, 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 Brandon Woods Homeowners Association Board of Directors as long as they don't alter the requirements set out in the corporate documents of the Association – the Declaration, Bylaws, and any amendments.

**Alteration to Improvements.** Once initially constructed improvements have been completed on a Lot, no exterior alteration, addition or modification to those improvements may be made by an Owner or his/her successor without obtaining the prior written approval of the Board of Directors. This includes windows, screens on garages, patios or decks, exterior generators, etc. Any modifications made without prior approval of the Board may be subject to a fine or removal by the Association at the Owner's expense.

**Advertising and Signs.** No political or additional sign or other advertising device shall be placed on any Lot or other portion of the property, except temporary signs placed in building windows advertising property for sale or rent.

**Pets.** No animals, reptiles and/or insects of any kind shall be raised, bred or kept in any dwelling or on any Lot except for two household pets, unless prior written consent is obtained from the Board of Directors. Neither pet can weigh more than 25 pounds unless prior written consent is obtained from the Board of Directors. Pets are not allowed to roam free on the areas

of common use. Pets on the areas of common use must be on a leash and accompanied by an adult. In other words, dogs or cats shall not run free or be left unattended outside. or left in a garage with the garage door fully or partly open. Owners are responsible for picking up after pets – Pet waste must be removed immediately as it attracts rodents, insects, and causes landscape maintenance problems.

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. The Board of Directors has the authority to require the removal of any pet that, in its sole discretion, is creating a nuisance.

Feeding wild animals, including stray cats, is not allowed. This restriction does not apply to birds.

**Plantings, Screenings and Fences.** Any plantings, fence enclosures or walls initially developed on a Lot may not be removed or replaced with other than a similar type of planting, fence or wall except with the permission of the Board of Directors. Except for the foregoing, no fence, wall or planting of any kind shall be planted, installed or erected upon a Lot unless approved by the Board of Directors. No fence, wall, or planting shall obstruct sight lines for vehicular traffic.

**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 (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 the open within 24 hours of a scheduled pick-up in order to be accessible for collection and must be returned to garage within 12 hours of pickup. Trash and trash containers must be stored inside the garage at all other times. Trash should be placed in trash receptacle provided by the refuse company. Please be considerate and refrain from placing trash outside on high-wind days. If you have a large item to be picked up (furniture, appliance, etc.), contact disposal vendor prior to the pickup day to make arrangements. These items must be placed out for pickup on regular trash pickup days. Keep in mind that some items cannot be disposed of this way. Fees for excessive trash pickup will be charged back to the owner.

**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. This includes cigarette smoke.



**Noise Levels:** Noise should be kept at a level that does not disturb the comfort and enjoyment of your neighbors at any time day or night. This includes noise from a radio, TV, stereo, Bluetooth device, motorcycle, car engine, machinery, or any other sound-producing device. NOTE: The Town of Sweden does have noise ordinances which must be abided by.

**Dwelling in Other Than Residential Structures.** No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage 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 approval 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" in diameter, which must be approved by the Board of Directors. Rooftop installations of any kind are prohibited.

**Residential Use Only.** The property shall be used for single-family residential purposes only.

**Commercial and Professional Activity on Property.** No wholesale or retail business, including any salon, studio, laboratory, home industry or medical or dental office, shall be conducted in or on any Lot or other portion of the property, except the conducting of business by telephone or electronic means. This restriction is not intended to prohibit an in-home office for purposes other than those listed above.

**Outside Storage.** Outside storage of boats, trailers and recreational vehicles are allowed for no more than 5 consecutive days or 20 days in any 12-month period. Outside storage of all other items is not allowed without prior approval of the Board of Directors. Any items on the lawn, such as hoses, should be moved off the grass prior to the scheduled mowing day.

**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.

**Clotheslines.** No outdoor drying or airing of any clothing or bedding shall be permitted within the property unless authorized by the Board of Directors.

**Air Conditioners.** No window mounted or through-the-wall mounted air conditioning unit may be installed in any dwelling.

**Basketball Backboards.** Basketball backboards and nets may not be installed anywhere on the property. Toys, bicycles, wagons, sports equipment, etc. may not remain outside overnight.

**Exterior Changes.** No change of exterior line, color or grade without the prior written permission of the Board of Directors.

**Landscaping Changes.** No change in landscaping is permitted without the prior written approval of the Board of Directors. This includes making any alterations to the wooded areas such as removing trees, clearing some of the area to add to your yard, or cutting down existing plants. This wooded area is owned by the HOA and deemed "forever wild."

**Decks and Patios.** No exterior decks and/or patios are permitted without the prior written permission of the Board.

**Pools.** No in ground or above ground pools shall be permitted anywhere on the properties.

**Flag Poles.** Installation of any flag poles shall be in the front yard of the residence and shall be a minimum of 20 feet in height and a maximum of 22 feet. The butt diameter shall be no more than 3.75 inches and no less than 3 inches in diameter; the pole will proportionately taper to two inches at the top. All poles must be constructed of aluminum with a satin aluminum finish, or of fiber glass with a white finish, and shall be topped with a gold ball. Flags must be three by five feet. If the flag is lighted, it shall be done so in such a manner so as not to create a nuisance. The light shall be directed upward and be of an appropriate wattage so as not to spill over on to the surrounding area.

Smaller flags may be flown from mounts attached to the unit. An American flag shall be the only flag flown, according to proper American flag etiquette. No worn or tattered flags will be permitted.

**Gardens** – A flower and/or vegetable garden shall be allowed in the rear of the residence no more than thirty feet from the rear of the dwelling. Gardens shall not exceed eight feet in width and sixteen feet in length and shall not extend past the extended sidewall of the dwelling. No plants shall be planted that will exceed three feet in height and no plants shall be planted that will emit an unpleasant odor. All plants shall be removed at the end of the growing season. The garden must be well maintained at all times. If a garden is abandoned or remains unmaintained for more than 30 days, it shall be returned to a properly planted grass lawn by the owner of the dwelling at no expense to the Association. Any exceptions to this must be approved by the Board.

**Motorized Vehicles** – Snowmobiles, all-terrain vehicles, and similar motor vehicles shall not be operated on the property. This does not apply to personal motorized scooters used for transportation by disabled individuals.

**Sidewalks** – No salt or other corrosive material that may harm or degrade the surface of the sidewalk may be used. Calcium chloride or potassium chloride (the white beaded pellets) are acceptable.

**Parking** – No vehicle parking on the lawns or blocking the sidewalks. Move vehicles out of driveways during snow events so your driveway can be plowed. Parking on the road is subject to the rules and regulations of the Town of Sweden.

**Holiday Decoration** - Lights or other decorations may not be attached to the exterior of the building in such a way that they will damage the building. Lawn displays require the prior approval of the Board of Directors

**Other Structures** – No owner shall construct or place any outbuildings, structures, dog houses, or sheds on his lot.

**Renting** - Any owner who leases or rents to another party must inform all tenants of, and include in the lease, a requirement that the tenant must abide by the governing documents of the Association and these rules and regulations. The owner must notify the management company when a unit is rented and provide the name and telephone number of the tenant, in case of an emergency. The homeowner will be held accountable for the tenant's actions. If, in the judgment of the Board of Directors, the tenant is causing problems or a nuisance to the Association, the owner will be required to remove the tenant. Units may not be rented for less than a 30-day period.

**Board Approval** – Variance request process. To request approval from the Board for an alteration to your property, exemption, or other any other request that requires Board approval, complete a Request for Variance form, available on the website ([www.realtyperformancegroup.com](http://www.realtyperformancegroup.com)) or from a Board member.

For more specific information on rules and regulations, refer to the Bylaws and Declaration (available on RPG website)

## **ENFORCEMENT AND FINES**

The following enforcement procedures have been established for violations of these rules and regulations and/or the governing documents of the Association:

**First Notice** – notified by phone or in writing regarding violation with request to correct it immediately or within 10 days, depending on the violation.

**Second Notice** – If the infraction is not corrected within the time limit specified, a \$50 fine will be assessed, and appropriate action will be taken. This may be in the form of a court order, or the Board may act to immediately correct at the owner's expense. The homeowner will be notified of this action by mail.

**Third Notice** – Notification of fine up to \$50/day.

If it is necessary to obtain legal or other assistance for the enforcement of these provisions, any such costs, along with any fines or other related costs, are charged to the homeowner and become a lien on the unit. The Association has the same rights and remedies to enforce a lien for such expenses as it has for the non-payment of common charges.

**APPENDIX**

**APPENDIX A**

**MAINTENANCE RESPONSIBILITY CHART**

*See separate attachment*

**APPENDIX B**

**VARIANCE REQUEST FORM**

*See separate attachment*

# VARIANCE REQUEST

**PLEASE RETURN COMPLETED FORM TO:**

Realty Performance Group, Inc.  
1800 Hudson Ave.  
Rochester, NY 14617

HOMEOWNER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: Daytime \_\_\_\_\_  
Evening \_\_\_\_\_

TO: THE BOARD OF DIRECTORS:

I REQUEST PERMISSION TO MAKE THE FOLLOWING CHANGES TO THE EXTERIOR OF MY HOME OR TO THE COMMON AREA OF THE ASSOCIATION. 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).

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REASON FOR VARIANCE REQUEST: \_\_\_\_\_  
\_\_\_\_\_

WHO WILL COMPLETE THE WORK? (All contractors must provide the Association a certificate of insurance evidencing appropriate liability and workers compensation insurance): \_\_\_\_\_

LENGTH OF GUARANTEE (IF APPLICABLE): \_\_\_\_\_

ANTICIPATED DATE WORK TO BEGIN: \_\_\_\_\_ COMPLETION DATE: \_\_\_\_\_

INDICATE ANY FUTURE MAINTENANCE REQUIRED BY THE ASSOCIATION: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DATE SIGNATURE OF PETITIONER

**BOARD OF DIRECTORS ACTION:**     APPROVED     APPROVED WITH CONDITIONS     DENIED

\_\_\_\_\_  
DATE AUTHORIZED SIGNATURE

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

LATEST COMPLETION DATE AFTER WHICH ANY APPROVAL IS AUTOMATICALLY REVOKED AND NEW VARIANCE REQUEST IS NECESSARY: \_\_\_\_\_

DATE ON WHICH ACTED-ON VARIANCE REQUEST MAILED TO PETITIONER: \_\_\_\_\_

**Brandon Woods Homeowners Association, Inc.  
MAINTENANCE RESPONSIBILITY CHART**

	<b>Association</b>	<b>Homeowner</b>	<b>Other</b>
Air Conditioning condenser and pad		X	
Basement walls – exterior only	X		
Cable television underground cables			Cable Vendor
Decks, unless part of original structure		X	
Doorbell button		X	
Doors – garage door opener and mechanicals		X	
Doors – exterior-painting and trim only	X		
Doors – screen/storm		X	
Driveway resurfacing and seal coating	X		
Fascia	X		
Foundation Beds* – mulching, edging, weeding	X		
Garage floor		X	
Gutters and downspouts	X		
Hose bibbs		X	
Lawn mowing/fertilization/weed control	X		
Lawn/tree/shrub watering		X	
Lights – exterior light fixtures and bulbs		X	
Lights – street lights			Electric Company
Mailboxes		X	
Patios		X	
Pest Control		X	
Roofs	X		
Sewer laterals	X		
Shrubs – front foundation plantings* only – pruning, treatments, replacement	X		
Shrubs – all other than foundation plantings*		X	
Sidewalks – driveway to front door	X		
Siding	X		
Skylights		X	
Snow plowing driveways	X		
Snow shoveling sidewalks to front door	X		
Stoops and steps		X	
Telephone cables			Phone Company
Trash containers			Trash Vendor
Trash & recyclables pick up (curbside)	X		
Trees – pruning/replacement – foundation plantings* only	X		
Trim replacement/painting – exterior	X		
TV Satellite Dish		X	
Water mains			County Water Auth
Water laterals	X		
Window glass/screens/cleaning		X	
Window wells/covers		X	

\* Foundation Plantings refer to the beds with shrubbery planted by the builder when the house was built – usually located in front of the house or porch.

Note: The individual homeowner is responsible for interior unless necessitated by exterior defects or in case of a loss insured by the association's master insurance policy.

# *Brandon Woods Homeowners Association, Inc.*

## HOMEOWNER QUESTIONNAIRE

Please take a few minutes to provide us with this information so that we may better serve the needs of your community. This information is for confidential internal use only.

Owner Name (s): \_\_\_\_\_ Date: \_\_\_\_\_

Unit Address: \_\_\_\_\_

[ ] Owner occupied unit      [ ] Rental unit      Move-in Date: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Names of All Residents:      Relationship (e.g. spouse, tenant):      Telephone Number:

Names of All Residents:	Relationship (e.g. spouse, tenant):	Telephone Number:
_____	_____	_____
_____	_____	_____
_____	_____	_____

Alternate Address (e.g., your address if this is a rental unit, or your winter address if you are away for the winter - also provide your dates away and winter telephone numbers): \_\_\_\_\_

\_\_\_\_\_

Vehicles: Year/Make/Model/Color: \_\_\_\_\_ License # & State: \_\_\_\_\_

Year/Make/Model/Color: \_\_\_\_\_ License # & State: \_\_\_\_\_

Number & type of Pets: \_\_\_\_\_

Please provide us with a contact person (or two) who would know the whereabouts of the residents and/or has a key to the unit in case of an emergency.

Emergency Contact Person #1: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency Contact Person #2: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

**Please mail, fax, or email the completed questionnaire at your earliest convenience to:**

**Realty Performance Group, Inc.  
1800 Hudson Avenue, Suite 100  
Rochester, NY 14617  
Telephone (585) 225-7440  
fax (585) 225-7630  
email: [info@realtyperformancegroup.com](mailto:info@realtyperformancegroup.com)**