

***BRANDON WOODS
HOMEOWNERS
ASSOCIATION***

***A Community in Brockport, NY
Currently 27 Homes***

HOMEOWNERS MANUAL

and

RULES & REGULATIONS

April 2021

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OVERVIEW

Welcome to Brandon Woods Homeowners Association (BWHOA). Brandon Woods is a small neighborhood adjacent to Brockport, NY, consisting of a maximum of 30 units. When you purchased your home at Brandon Woods, you automatically became a member of the Brandon Woods Homeowners Association. We pride ourselves in having a friendly community where we know each other and can be good neighbors.

Brandon Woods has reverted to a 55+ neighborhood as it was originally designed, meaning that at least 80% of the homeowners must be 55 years of age or older. No one under 12 years of age may reside there or visit for more than a period of 14 consecutive days in any year, unless approved by the Board.

Homes in Brandon Woods may no longer be leased or rented after December 14, 2022. The goal of BWHOA is to provide a pleasant living experience for all our residents as well as maintain the value of our properties. In order to do this, it is important that each resident be aware of their own responsibilities as well as the rights of their neighbors. This awareness extends to a broad range of matters as listed below in the Rules & Regulations section of the Manual. It also involves being aware of the responsibilities of the HOA and the proper procedures to follow when interacting with it.

Another goal of the BWHOA is to provide regular communication with all the homeowners. We desire to keep all our residents aware of what is happening in the neighborhood and with the HOA.

When you purchased your home, you were given a copy of the governing documents of BWHOA, and you obligated yourself to abide by these rules. Therefore, it is important that you familiarize yourself with these documents. If you do not have these documents available, you may download them from the Realty Performance Group website:

<https://realtyperformancegroup.com/the-villas-at-brandon-woods//>

THIS DOCUMENT IS MEANT TO BE A SUMMARY OF THE KEY POINTS CONTAINED IN THE DECLARATION AND BYLAWS OF THE ORGANIZATION. PLEASE REFER TO THOSE OFFICIAL DOCUMENTS FOR MORE INFORMATION.

DEFINITIONS

To help you better understand the homeowner's Association and this document, included below are a few general definitions. More specific legal definitions are located in the Declaration and Bylaws of the Association.

Homeowners Association (HOA) – A legal entity in which owners enjoy the protection, enhancement, maintenance and preservation of their homes and property.

Owner/Homeowner – The person(s) or entity listed on the deed/title for any unit.

Lot – The plot of land that the home is built on and owned by the Homeowner. This is basically just the plot of land under the house – the footprint of the house, not the yard. The term ‘lot’ often refers to the lot and the unit built on it.

Unit – The structure for each single family.

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 the following:

- 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 three-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 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 comes 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

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's office number (585) 225-7440 and dial "0" 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.

Refer to the section on Enforcement and Fines for more information.

There are various payment options for you to choose from:

- Arrange with your bank to automatically send a check to RPG's 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. The form is available on the Brandon Woods page of the RPG website.
- 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). 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 purpose of this meeting is to hold the election for the Board of Directors position(s), to review the Association's financial status, the events of the past year, and plans for the coming year. 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 household is entitled to one vote. When more than one person owns a particular unit, all of them are members, but there is only one vote per household. No member may have more than one vote regardless of the number of homes 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 30-year, 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.

Pets. No animals, reptiles and/or insects of any kind shall be raised, bred or kept in any dwelling or an 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 prohibited. 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 (other than with a similar type of planting, fence or wall) except with the permission of the Board of Directors. Except for those, no planting, fence, or wall of any kind shall be planted, installed or erected upon a Lot unless approved by the Board of Directors. And they may not 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 the 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 the 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 take place on any portion of the property, nor shall anything activities take place 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 total 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.

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 of Directors.

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

Flag Poles. Installation of any flag poles must be in compliance with the rules stated in the Declaration (Article VIII, Section 21). Smaller flags may be flown from mounts attached to the unit. An American flag shall be the only flag flown (on the poles or mounts), and it shall be flown according to proper American flag etiquette. No worn or tattered flags will be permitted.

Gardens – A flower and/or vegetable garden is allowed in the rear of the residence no more than thirty feet from the rear of the dwelling. Gardens cannot exceed eight feet in width and sixteen feet in length or extend past the extended sidewall of the dwelling. No plants exceeding three feet in height or emitting an unpleasant odor are allowed. The garden must be well maintained at all times. If a garden is abandoned or is not maintained for more than 30 days, it will 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 (sodium chloride) or other corrosive material that may harm or degrade the surface of the sidewalk may be used. Calcium chloride, magnesium chloride, or potassium chloride are acceptable.

Parking – Vehicle parking is not permitted on lawns or sidewalks at any time. Vehicles must be removed from the driveway in order for it to be plowed during snow events. 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. Holiday decorations must be removed within two weeks after the holiday.

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.

Homes in Brandon Woods may no longer be leased or rented after December 14, 2022.

Board Approval – Variance request process. To request approval from the Board for an alteration to your property, exemption, or any other request that requires Board approval, complete a Request for Variance form, available on the RPG website (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.

The Board of Directors may establish monetary and non-monetary penalties, reasonably related to the violation and for the purpose of deterring similar future violations. Monetary penalties constitute a personal obligation of the homeowner and are collectible in the same manner as assessments (see Article V of the Declaration).

APPENDIX

APPENDIX A

MAINTENANCE RESPONSIBILITY CHART

See separate attachment

APPENDIX B

VARIANCE REQUEST FORM

See separate attachment

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

	Association	Homeowner	Other
Air Conditioning condenser and pad		X	
Basement walls – exterior only	X		
Cable television underground cables			Cable Vendor
Decks		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.

VARIANCE REQUEST

PLEASE RETURN COMPLETED FORM TO:
Realty Performance Group, Inc.
1800 Hudson Avenue, Suite 100
Rochester, New York 14617

HOMEOWNER: _____

ADDRESS: _____

PHONE: Daytime _____

PROPERTY: _____

Evening _____

TO THE BOARD OF DIRECTORS:

I REQUEST PERMISSION TO MAKE THE FOLLOWING CHANGES TO THE EXTERIOR OF MY TOWNHOUSE OR TO THE COMMON AREA OF THE COMMUNITY. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO OBTAIN ANY BUILDING PERMITS THAT MAY BE NECESSARY FOR THIS WORK. I HAVE ATTACHED A SKETCH OF PROPOSED CHANGES, LISTED MATERIALS TO BE USED, AND INDICATED WHO WILL DO THE WORK (please be explicit; extra sheets may be attached).

REASON FOR VARIANCE REQUEST: _____

WHO WILL COMPLETE THE WORK? (All contractors must provide RPG a certificate of insurance evidencing appropriate liability and workers compensation insurance): _____

LENGTH OF GUARANTEE (If applicable): _____

INDICATE ANY FUTURE MAINTENANCE REQUIRED BY THE ASSOCIATION: _____

DATE _____

SIGNATURE OF PETITIONER _____

=====

BOARD OF DIRECTORS ACTION:

_____ APPROVED

_____ 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 _____