

**STONEFIELD COMMONS  
HOMEOWNER ASSOCIATION, INC.**

**GENERAL INFORMATION**

**AND**

**REGULATIONS**

**Approved 2007  
Updated 2011  
Updated 2025**

## I. SOME IMPORTANT HIGHLIGHTS

These are brief summaries. See the appropriate section of this document and your Recorded Declaration for additional information.

- A. **Contact Kenrick Corporation (Managing Agent)**, 3495 Winton Place, Building D, Suite 4, Rochester, NY 14623, 585/424-1540, or the website: <https://kenrickfirst.com/stonefield-commons-hoa/> to report damage, to request maintenance, to secure an application for a variance, to register a complaint, for general information or emergency service, 24 hours a day. **(Page 2)**
- B. To **pay your monthly fee**, please use the payment coupons and mailing labels provided by the **Managing Agent** or electronic withdrawal. **(Page 13)**
- C. When you **leave for an extended period**, call the **Managing Agent** and notify them of this fact. **(Page 3)**
- D. **Who's Responsible for What?** The Stonefield Commons Homeowners Association, Inc. (SCHOA) is responsible for external maintenance except glass surfaces, air conditioning units, screens, decks, doors, garage doors, and approved homeowner's external modifications. SCHOA is responsible for replacement to original condition. Should the homeowner wish to upgrade the replacement, they will be responsible for the difference in cost(s). **(Pages 5, 6, 7, 8, 10, 11, 12)**
- E. **A Variance** is required for **all external changes**, e.g., screens, storm doors, decks, skylights, windows, lights, landscaping, generators, etc. Anything that changes the appearance of the unit or the common area adjacent to your home requires a variance. **(Page 9)**
- F. **Overnight parking** is not allowed on our private roads. Designated parking areas are available for occasional use. **(Page 11)**
- G. **Garage doors** must be kept closed when home is unattended to provide for privacy, security, uniformity, and cleanliness. **(Page 11)**
- H. **Pet owners** must promptly remove and properly dispose of all pet droppings. Pets must not be permitted to urinate on shrubs. **(Page 11)**
- I. **Signs and Signage** of any type may not be displayed on the property. **(Page 11)**
- J. **Outside Structures:** Window air conditioners, exterior clothes lines or poles, awnings, and structures of a temporary nature, such as trailers, tents, or sheds **are not allowed**. The only antenna acceptable is an 18-inch satellite. No other antennae are allowed, and nothing is permitted on the roof or building walls. **(Page 12)**
- K. **Trash pick-up** is currently scheduled on Friday except when a holiday falls during that week, in which pick-up is delayed until Saturday. Please refer to our trash collection vendor for specific dates and changes regarding trash and refuse pickup dates: <https://casella.com/locations/hauling/rochester-ny-hauling/> **(Page 12)**
- L. **No sustained activity** which interferes with the peaceful possession and atmosphere of the neighborhood will be allowed. **(Page 12)**

- M. **Disconnect all watering hoses** from outside or garage faucets when freezing temperatures are forecasted and certainly during winter months.

## II. HANDY INFORMATION

- \* To request maintenance or obtain general information, contact the Managing Agent weekdays between 8:30 AM and 4:30 PM:

**Kenrick Corporation** 585-424-1540\*  
3495 Winton Place, Bldg. D, Suite 4  
Rochester, NY 14623  
<https://kenrickfirst.com/stonefield-commons-hoa/>

\* This phone is also a 24-hour hotline **for emergencies only** outside regular business hours.

- \* **Fire, Sheriff, Ambulance** **911**
- \* Animal Control - Pittsford 585-248-6240  
**(8 AM to 4PM)**  
After hours: 585-248-6212  
(<http://www.townofpittsford.org/home-animalcontrol>)
- \* Cable TV - Spectrum 585-756-5000
- \* Rochester Gas & Electric Customer Service 800-743-2100  
GAS EMERGENCY 800-743-1702  
ELECTRICAL EMERGENCY 800-743-1701
- \* Frontier Communications 855-981-4544
- \* Monroe County Water Authority 585-442-2000
- \* Pittsford Post Office 585-586-1230
- \* Voting (Other than School Board)  
To find your polling site: (<https://www.monroecounty.gov/etc/voter/>)

### III. WHEN YOU ARE AWAY

When you leave for an extended period of time, it is recommended that you:

- \* Tell a neighbor and the Managing Agent how you can be reached in case of an emergency. If you have a vacation home or if there is someone you always wish to have contacted in case of an emergency, tell the Managing Agent to note this in your file.
- \* Give someone a key and ask him or her to check at least once a week. Managing Agent also offers this service for a fee. Contact Managing Agent regarding this service.
- \* Stop or forward newspaper, magazine, and mail deliveries.
- \* Turn off the water and set the hot water on the "vacation" or "pilot" setting.
- \* Set the thermostat for heating/cooling to an appropriate economical setting.
- \* If you have a security system, notify the company of your plans.

### IV. RECORDED DECLARATION

**You have received a numbered copy dated December 2007 of the Declaration of Covenants and Restrictions, Certificate of Incorporation and By-Laws under separate cover (Recorded Declaration)** The Recorded Documents quoted herein come directly from the Recorded Declaration and from Association policies which elaborate on items covered in the Recorded Declaration.

The Stonefield Commons HOA Declaration, Article of Incorporation and Amendments are recorded in the Monroe County Clerk's Office. These documents are available on-line to the public at no fee and available for print at the County website: <https://www.morocounty.gov/clerk>.

The only legal Declaration of the responsibilities is that which is on file at the Monroe County Clerk's Office. The Association is required to be responsible only for those items enumerated in the Declaration and nothing more. Any item that is not the Association's responsibility is the townhouse unit owner's responsibility.

### **V. BUILDINGS, GROUNDS AND LANDSCAPE MAINTENANCE AND INSURANCE RESPONSIBILITIES**

In the Recorded Documents, there appear many policies which stipulate the responsibilities of the homeowner and the Association in the daily operation of the Association affairs. These outline in detail, items which are clearly responsibilities of the homeowner and those which are the Association's. To avoid any misunderstanding on the homeowner's part, to clarify some current misunderstandings, and to provide a consistent and fairly applied policy to avoid some "free" service to some at the expense of others, we have prepared the following Chart of Responsibilities covering the areas of **Buildings, Grounds and Landscape, and Insurance**.

The chart identifies, in 4 columns, the following information:

Item/Service  
Association Responsibility  
Homeowner Responsibility  
Other

This should allow for a quick reference for all involved and hopefully will lead to improved consistency over the long term.

**The RECORDED DOCUMENTS reference for these responsibilities can be found in Articles VI, page A-11; VII, page A-12; and IX, page A-16.**

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guests, or invitees, the cost of such maintenance and repairs will be added to and become part of the assessment to which such lot is subject. **(See RECORDED DOCUMENTS Article VI, Exterior Maintenance, Page A-11)**

# STONEFIELD COMMONS HOMEOWNER ASSOCIATION, INC.

## A. RESPONSIBILITY FOR BUILDING MAINTENANCE

ITEM/SERVICE	ASSOCIATION	HOMEOWNER	OTHER
Roof including materials and appurtenances	Replace/repair/seal		
Exterior walls, trim, shutters brickwork, window and door trim only	Repair/replace, paint/ stain/grout/seal		
Doors to outside (front, sliding, garage, walkout)	Paint	Repair/replace	
Garage to house door		Repair/replace/paint	
Window sash/skylights, sill and trim	Paint/seal	Repair/replace Contact contractor	
All glass		Repair/replace	
Exterior components of basement "walkout"?	Situation specific – homeowner to assess with Board		
Storm (combination) doors, storm windows, screens		Repair/replace	
Chimneys and vents & Flues Exterior brick work, crown Caps, screens, flue, tile, and damper	Repair/replace/grout/seal	Replace/repair/cleaning	*See Below
Gutters and downspouts including cleaning and connection to storm drain	Repair/replace		
Window well covers		Install/Repair/Replace	
Hose bibs, exterior and in garage		Repair/replace	

### **Chimneys and Vents & Flues:**

The Homeowner will be responsible for not only the cleaning, but the repair and replacement of the ceramic flue tile. This is based on the fact that the homeowner determines the kinds of wood burned in the fireplace and is responsible for the cleaning frequency, both which can dictate the longevity of the flue tile. It is suggested that only seasoned hardwoods (maple, oak, cherry, etc.) be burned and that the flue be cleaned on an annual basis if the fireplace is used regularly. It is also suggested that an approved steel chimney cap/screen be installed to protect the flue from potential rain, snow and freezing damage.

**STONEFIELD COMMONS HOMEOWNER ASSOCIATION, INC**  
**A. RESPONSIBILITY FOR BUILDING MAINTENANCE, CONT.**

ITEM/SERVICE	ASSOCIATION	HOMEOWNER	OTHER
Post lamp fixture and bulb, Garage exterior light fixtures and bulbs porch light fixture and bulb Street lighting	Repair/replace		
Light fixtures on patio fences, decks or on back of house		Repair/replace	
Exterior electric outlets and doorbell button		Repair/replace	
Mailboxes and enclosures	Repair/replace		
Address numbers	Repair/replace		
Wooden decks and patio fences, gates and rear wooden steps	Paint/stain	Repair/replace	<b>*See Below</b>
Patio paving and patio walls/fences		Repair/replace	
All approved external changes added by owner		Repair/replace	
Garage floor		Repair/replace	
Heating/ air-conditioning including pad and flue		Repair/replace	
Sewers and drains within unit, sump pump		Repair/replace	

\*It should be understood that repairs and replacement of our patio paving, our deck surfaces, fences, gates and rear steps are the responsibility of the individual homeowners. The Association does seal the wooden surfaces of the patios and decks on a regular basis, only as a convenience and to maintain uniformity.

**STONEFIELD COMMONS HOMEOWNER ASSOCIATION, INC.**

**B. RESPONSIBILITY FOR GROUNDS AND LANDSCAPE**

ITEM/SERVICE	ASSOCIATION	HOMEOWNER	OTHER
Roads/Drives - Maintenance, Repairs and Sealing	All		
Grass	All		
Trees/shrubs	See page 9	See page 9	
Bees/Wasps extermination	All Common grounds areas	On the home/deck/garage/ stoop/overhangs/ interior	
Walks		Repair/replace	
Shoveling/Salting		All	
Snow Removal Salting of roads/driveways	Roads & Driveway		
Storm water sewer Sanitary sewer and water service laterals	Liability is situation specific and will depend on cause and location. Association and Homeowner will work together to determine proper actions.		
Stormwater and sanitary sewer mains			Town of Pittsford
Dedicated water mains			MCWA
Electric Services Pad mounted transformer			RG&E
Underground Service	Liability is situation specific and will depend on cause and location. Association and Homeowner will work together to determine proper actions.		
Laterals from transformer to meter, including meter box Meter			RG&E



**STONEFIELD COMMONS HOMEOWNER ASSOCIATION, INC**  
**B. RESPONSIBILITY FOR GROUNDS AND LANDSCAPE, CONT.**

ITEM/SERVICE	ASSOCIATION	HOMEOWNER	OTHER
Gas Service			RG&E
Underground lines and meter	Liability is situation specific and will depend on cause and location. Association and Homeowner will work together to determine proper actions.		
External seals (i.e. gas lines)	Repair		
Telephone landlines			Phone Carrier
TV Cable/Internet/Phones			Cable/Internet Provider

**STONEFIELD COMMONS HOMEOWNERS' ASSOCIATION INC.**  
**C. RESPONSIBILITY FOR INSURANCE**

ITEM/SERVICE	ASSOCIATION	HOMEOWNER	OTHER
Fire and casualty on property	All		
Liability insurance on common areas	All		
Directors' and Officers' liability insurance	All		
Insurance to cover full repair or reconstruction work on all townhouses	All		
Contents/liability		All	<b>*See Below</b>
Betterments		All	<b>*See Below</b>

\*It shall be the individual responsibility of each homeowner at their own expense to obtain homeowner's liability insurance, theft and other insurance covering personal property damage or loss.

**D. MAINTENANCE SCHEDULE** (May be altered as needs change)

Paint exterior	5 years
Seal decks/fencing	5 years
Plow streets and driveways after accumulation of 3 or more inches at airport	
Salting of driveways and private streets	as needed
Seal blacktop driveways and private streets	3 years

Cut lawns, trimming, clippings clean up	weekly in season
Edging and mulching	every year
Trim shrubs and trees	2 times a year
Weed shrubbery, trees	as required
Clean up grounds	spring and fall
Fertilize lawns/trees/shrubs	as required

**E. SERVICE REQUESTS TO THE MANAGING AGENT**

All requests for services and follow-up should be directed to the Managing Agent (<https://kenrickfirst.com/stonefield-commons-hoa/>). The Association pays for labor by the Managing Agent's staff on an hourly basis and for materials used. Call the Managing Agent's Office at 585-424-1540 if you cannot access their website AND ASK FOR THE SERVICE COORDINATOR.

**F. MAKING EXTERIOR CHANGES AND OBTAINING A VARIANCE**

No changes to the grounds or to the exterior of the buildings are permitted **without an approved variance** from the Association. Some examples of modifications which require a variance are: railings, fences, storm windows and doors, windows, doors, screens, skylights, patios, decks, vents, roofing, latticework, trellises, awnings, new garden beds, enlarging existing garden beds, adding or removing shrubs or trees, edging, etc. Variance application forms may be obtained from the Managing Agent via their website (<https://kenrickfirst.com/stonefield-commons-hoa/>) and should be returned to the Managing Agent when completed. This form calls for plans and specifications describing the kind of material, shape, height, location, and anticipated completion date for the change. After review, the Board of Directors acts on the request. The Managing Agent will notify the applicant of the results by letter no later than one month from receipt of request.

**G. LANDSCAPING AND GARDENING**

The Board of Directors has adopted a Landscape Policy which is summarized here:

**INTRODUCTION**

Many people who do not want any landscaping responsibilities were drawn here because of this assured service. For other residents, the planning and care of the grounds, particularly those immediately adjacent to their units, is an important part of their lives, and they enjoy such participation. The Board of Directors encourages and supports such involvement by approving variances for additional gardens and plantings because it is satisfying to the residents and provides everyone with a more attractive community.

The Association owns the landscaping that was originally planted by the developer and is responsible for its maintenance. Annual plantings added by the Homeowner are their responsibility.

**SUMMARY OF POLICY**

Our contractors will be responsible for the maintenance of all plantings in the development within the grass line of the Association property except for annuals planted by residents. They will try to avoid harming these plantings but will not be responsible for damage incurred, e.g., during weeding of beds, trimming, and application of chemicals.

Our landscaper has been directed to prune the trees, shrubs, and bushes on a regular schedule as we have many plants in our development that are very prolific growers, such as the Sand Cherries, Forsythia, Burning Bushes, Viburnums, etc.

To improve the overall appearance of the property, we have asked the landscapers to adhere to a set of guidelines for pruning and trimming our trees, shrubs and bushes.

Pruning and trimming are to be done in this style, so that we can maintain a semi-formal look for the landscape with a reasonable amount of uniformity for our development.

### **OTHER ITEMS**

If any plants need pruning when the scheduled pruning is being done by our landscapers, they have been instructed to prune those plants. Check with the Managing Agent for the pruning schedule.

Residents may plant annuals in existing beds. A variance approval is needed to create a new bed or to expand an existing bed. The additions must be kept in harmony with the surrounding area. It is assumed that the person who adds plants or beds will maintain them, e.g., weeding and removal of dead or undesirable growth. If the annuals are not maintained properly or are not in harmony with the surrounding area, the Association may intervene and modify or remove them. Before action is taken, the owner will be notified by mail in sufficient time to remedy the problem.

Replacement or removal of plants, shrubs, trees, etc., is always at the discretion of the Association. The Association will remove plantings if they constitute a safety hazard, pose a potential structural damage problem, or are unsightly. Homeowners must secure a variance approval in order to remove any plants other than annuals that they have planted. Permanent plants may be removed at the resident's expense if a variance is approved. The Association will not pay the expense of replacing shrubs and trees at homeowner's request. Homeowner will pay all costs, after appropriate variance approval.

Planting of vines on walls and chimneys is prohibited due to possible damage to brick and wood surfaces.

Growing of vegetables or herbs in landscaped areas is discouraged because of our extensive bush and lawn spraying program. These sprays could contact these plantings causing contamination. Due to the necessity of controlling diseases and insects on our plantings, these areas will not be skipped under any circumstances.

## **H. MAINTENANCE OF HOMEOWNERS MODIFICATIONS**

The Board of Directors adopted the following policy:

### **SCOPE**

This policy deals with maintenance of any modification or addition which has been made by individual homeowners. These modifications must have been approved by the Variance Application as covered in Page 9 of this document.

### **POLICY**

The Association will not pay for the maintenance and repair of a modification to a unit constructed by a homeowner. The maintenance of such modifications is the responsibility of the homeowner. If this maintenance does not meet Association standards, the Association will correct the problem by removal if necessary and billing the homeowner for such repairs. These responsibilities must be clearly understood by a subsequent homeowner in the event of the sale of the unit.

## **VI. USE OF PROPERTY**

### **A. VEHICLES (See RECORDED DOCUMENTS Article VIII, Page A-14)**

- \* The speed limit is **15 MPH** on all Association roads.
- \* Parking on the lawn or in Association roadways is not permitted. Residents are

responsible for damage caused by their vehicles and those of their guests.

- \* Overnight parking is not permitted in the roadways. Only private passenger-type cars may be left in these areas.
- \* Residents are required to park their vehicles in garages whenever possible. Other types of vehicles (trailers, boats, campers, trucks, etc.) may not be parked in the driveways or roadways.
- \* Commercial vehicles may be parked on the roadways or in the driveways only during periods required for delivery or service to the resident.
- \* Parked vehicles should not obstruct a resident's access to any driveway and/or mailbox. Roads must remain clear for large emergency vehicles at all times.
- \* Residents are responsible for being sure that their guests park properly.
- \* Only licensed vehicles may be operated on the property. Snowmobiles and all-terrain vehicles may not be operated anywhere on our grounds.
- \* Noisy vehicles are prohibited.
- \* Garage doors must be kept closed at night or when home is unattended.

**B. PETS (See RECORDED DOCUMENTS Article VIII, Page A-14)**

- \* No more than two cats or two dogs in aggregate may be kept in one home.
- \* In accordance with the Pittsford leash law, pets must be leashed at all times. Violations should be reported to Pittsford Animal Control (585-248-2640).
- \* Pet owners are responsible for **promptly** cleaning up all outside pet droppings including those adjacent to the owner's residence. The droppings should be disposed of at the owner's residence.
- \* Pet owners must not permit their pets to urinate on shrubs.
- \* Pet owners are responsible for any damage (and/or injuries) caused by their pets (feces, urine, digging, etc.).
- \* No pets are to be kept for breeding or other commercial purposes.

**C. OTHER REGULATIONS**

- \* No signs or notices including political endorsements shall be exhibited on the exterior of the property grounds. "For Sale" signs are only allowed on the inside of the windows. "Open House" signs are only allowed during the actual open house. Security system signs are permitted at the front and rear of individual units. They should be located on a stake about one foot above the ground and, if possible, so situated in the shrubbery as to be reasonably unobtrusive.
- \* No bicycles, baby carriages, carts, firewood, garbage and recycling cans, gardening tools and materials or other such items may be **stored** on the sidewalks, driveways or other outdoor common areas. All gardening tools and materials **must**

be taken in at night and when not in use.

- \* No statuary, ornaments, window air conditioners, exterior antennae (other than 18" satellite dishes), clotheslines or poles, awnings, playground equipment, sporting goods, wall-mounted hose reels, compost piles or bins and structures are permitted.
- \* Planter boxes will be permitted on front porches and rear decks. A limited number of free-standing planters will be permitted on driveways or sidewalks. No wall-mounted planter boxes will be permitted.
- \* Trash is collected every Friday. If the following holidays fall earlier in the week, the collection will be delayed one day; New Years, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas. Trash must be placed in regular trash containers. Plastic bags should not be used as they are not animal proof and are unsightly. A blue bin for recycled materials is provided by the collector for each unit. You must call the collector: 585-823-3487. All refuse and recycling containers should be placed at the end of the driveway. Trash and recycle containers should not be outside for more than 24 hours before or 12 hours after the scheduled pick-up. Christmas trees are picked up for recycling only by the Town of Pittsford and not our collector. Trees and landscaping cuttings must be taken to the Town roads and not left in your driveway or the common areas. Special material pick-up, i.e., rugs, water heaters, building debris, must be arranged by the managing agent, at the owner's expense.
- \* No sustained activity which interferes with the peaceful possession and proper use of homes by the residents will be allowed. For example: ~~wind chimes~~ flood lights, banners, unattended or barking dogs.
- \* No garage sales are permitted. Estate or moving sales are permitted with a prior approved Variance Request.
- \* If you salt sidewalks or concrete porches, use only calcium chloride. Do not use common salt (sodium chloride) or Halite as it will damage concrete.
- \* Temporary exterior decorations for holidays may be displayed provided that they are removed within 30 (thirty) days following the holiday. Other decorations not in keeping with the Association's best interest must be removed upon notice.

## **VII. COMPLAINTS/PENALTIES** **(See RECORDED DOCUMENTS Article XI, Page A-19)**

The Board of Directors' policy for dealing with infractions of our rules incorporates two principles.

1. Good relations in our community will be better served and maintained through understanding and use of peer cooperation than by using penalties.
2. However, when residents and their properties are adversely affected by actions of others, it is unfair to allow such offenses to persist. The Board must act in a timely manner using fines, legal actions, etc., as required.

Any resident may register a complaint by writing or calling the Managing Agent. Writing generally results in more effective communication.

Normally, the following steps are followed until the issue is resolved:

1. The Managing Agent writes a letter to the responsible homeowner explaining the complaint and requesting its correction.
2. The occupant or responsible homeowner is invited to meet with the Board for a hearing, if necessary.
3. A fine may be imposed with the following maximum amounts:

First offense	\$ 50
Second offense	\$100
Third offense	\$200

If the fine is not paid within thirty days legal action will be considered.

4. If the matter continues to be disregarded by the homeowner a lawsuit may be initiated.
5. The Town of Pittsford or the sheriff may be asked to take action if an ordinance is involved.

## **VIII CONTINUING SERVICES**

**A. Snow plowing** of driveways and private roads is done by our contractor. Our contract calls for plowing when the snowfall is 3 (three) inches or more at the airport. When possible, the plowing is done early in the morning.

**B. External painting** is done by an outside contractor. During the painting cycle, we repaint about 25% of the units and re-stain the decks, and each unit is painted every 5 (five) years. Touch-up between major paintings will be provided as needed. We do not paint the metal garage doors, gutters, or downspouts because they have a permanent finish. Most shutters have a permanent finish and are generally not painted. However, some shutters and garage doors are paintable. Any decision to paint, repaint, or replace these will be made on a case-by-case basis.

## **IX. MONTHLY FEE AND EXTRA ASSESSMENTS**

The **monthly fee** is due on the first of each month and may be paid by using payment coupons and mailing envelopes or electronic withdrawal. Call the Managing Agent for details.

**The collection of association monthly fees and special assessments will proceed as follows:**

1. Each homeowner is required to make monthly association fee payments as determined by the annual budget.
2. Monthly assessment fees are due no later than 15 days after the due date. A late fee of \$25.00 will be assessed to any payments received after the 15th day. The late statement will be sent from the Managing Agent.
3. A DELINQUENT LETTER will be sent to any homeowner whose monthly fees are two months in arrears after the 10th day of the second month. A delinquent fee of \$25.00 will be assessed. The Delinquent Letter #1 will be sent certified mail from the Managing Agent,

and the cost of the letter will be added to the homeowner's account.

4. A DELINQUENT LETTER asking for a meeting to work out a payment plan will be sent to any homeowner whose assessment fees are three months in arrears after the 15th day of the third month. A delinquent fee of \$50.00 will be assessed. The Delinquent Letter will be sent certified mail from the Managing Agent, and the cost of the letter will be added to the homeowner's association maintenance account.
5. A PAYMENT PLAN may be sent up for payment of overdue amounts within a reasonable time period. A payment plan fee of \$50.00 will be assessed. The payment plan will be documented and notarized, and the cost of the same will be added to the homeowner's account.
6. A DEMAND LETTER will be sent to any homeowner whose association fees are four months in arrears. A demand letter fee will be assessed by the Attorney. The Demand Letter will be sent certified mail from the Managing Agent, and the cost of the letter will be added to the homeowner's association maintenance account.
7. Ten (10) days will be given to comply with the DEMAND LETTER. If payment is not received in full, paying the account down to zero or a reasonable payment plan agreed upon, then a lien will be filed against the property, inclusive of any late fees due to the Association. A lien fee will be assessed by the Attorney. The cost of the lien and any other collection costs incurred by the Association will be added to the delinquent homeowner's account.
8. The Board of Directors reserves the right to file any further legal action which might assist in the collection of the outstanding debt, including by not limited to restrictions or revocation of use of the association recreation facilities, wage garnishee, and foreclosure.
9. The Board of Directors, at its sole discretion, reserves the right to suspend further legal action.

The Association accumulates money in a reserve fund to minimize the need for **additional assessments** for major maintenance costs. Since this fund is intended to cover the cost of future maintenance, it is an intrinsic value which a new owner acquires when they buy a unit. When selling a home, the homeowner and their realtor must make the buyer and their lawyer aware of any special assessments that are in effect at the time of the sale.

#### **X. SALE OF UNITS**

Homeowners planning on selling their property should engage legal counsel and obtain a certificate of compliance from the managing agent prior to the sale. Homeowners are required to notify the Managing Agent in writing when they have sold their unit to permit proper notification of the Board of Directors. All units are part of Stonefield Commons Homeowners Association, Inc., incorporated in the State of New York as a planned single-family development, and their intended use is as single-family residences. (This is interpreted to mean that no more than two unrelated adults may reside in a home.) **All other uses are prohibited.**

#### **XI. RENTAL OF UNITS**

The homeowner must notify the Managing agent when a unit is being occupied by a non-owner. Tenants must adhere to the single-family requirement, no more than two unrelated adults may reside in a home. No commercial leases are allowed. The occupant of the unit must abide by the rules and regulations and is subject to the same penalties as the unit owner. The unit owner is

ultimately responsible for the occupant's adherence to the rules and regulations and/or penalties which result from infractions.

Leasing of a unit is not permitted, unless permitted by Section 2(a) of the Amendment filed on June 18, 2024, with Monroe County, NY. For more information, refer to Stonefield Commons Homeowner Association, Inc. Certificate of Amendment to Declaration & Bylaws (recorded with Clerk of Monroe County March 4, 1984).

## **XII. INSURANCE**

If a unit sustains damage as the result of a storm or other catastrophe, each unit owner should call the Managing Agent in a timely manner. The Agent will compile a list of the damages to the units. This procedure will limit the amount of "deductible" the Association might be charged if several areas of damage are caused by one event, e.g., a windstorm.

It will be the responsibility of the Board of Directors and/or the Managing Agent in consultation with the unit owner to arrange for the necessary repair or replacement of the claimed loss.

**NOTE:** The unit owner is responsible to provide individual homeowner's liability, theft and personal property insurance as desired. There is a standard insurance form applicable to condominium and townhouse developments. Unit owners are advised to investigate its applicability to their needs and to consider the usefulness of riders covering sewer and drain back-up and personal property replacement "new for old" as a HO-6 policy covers. It is also suggested that each homeowner check with their individual insurance carrier for any loss assessment or betterment coverage under HO-6.

## **XIII. ORGANIZATION**

**(See RECORDED DOCUMENTS, Sections C)**

- A. The **Stonefield Commons Homeowners Association, Inc.** is a New York State not-for-profit corporation which was formed to manage the property. Its function is "to provide maintenance, preservation, and architectural control of the residence lots and common area ... to promote the health, safety, and welfare of the residents ... perform all of the duties and obligations ... as set forth in the Declaration of Covenants, Conditions, and Restrictions ... fix, levy, collect, and enforce payment ... of all charges or assessments ....." (quotes are from the Certificate of Incorporation of Stonefield Commons Homeowners Association, Inc.).

Each unit owner is a member of the Association and has one vote at the annual meeting. Joint owners have one vote in total, and no more.

- B. The Association By-Laws assign to the **Board of Directors** the power and duty to manage the affairs of the Association. Each of the members of the Board serves a 3-year term. Members are elected by mail and/or electronic ballot and announced at the annual meeting.

Members of the community are urged to consider serving on the Board. Current Board members are glad to discuss the work of the Board with anyone who is interested.

The Board meets regularly. Association members are welcome to attend to present a special concern and are asked to notify the Managing Agent beforehand.

An Architectural Control Committee shall be made up of members of the Board of Directors. The Board may create ad hoc committees as needed to further the mission of



the Association.

C. The Association contracts with a **Managing Agent** to execute many management responsibilities for an annual fee. (The cost of the field work force is not included in the annual fee. The Association pays for such services on an hourly basis.) The Agent:

- Responds to all mail and phone calls including complaints, requests for service variances; prepares and distributes all mailings; receives our bills, checks for accuracy, negotiates where necessary and pays them; collects all fees and follows up when they are delinquent; purchases all required supplies.
- Maintains a general set of books for the Association which are audited annually; prepares an annual and monthly budget and a monthly statement for the Board; prepares and files Federal, State and other tax forms.
- Identifies potential contractors for major projects, prepares work definitions, solicits bids and manages the contract after the Board selects the contractor. These include: insurance, painting, maintenance of trees, shrubs and lawns, rubbish removal, legal, architectural and engineering services, streets, driveways and roofs.
- Makes recommendations to the Board of Directors regarding long-range capital improvements and determines budgetary needs to satisfy the proper funding of those improvements.
- Manages the maintenance of the common areas, the exterior of the buildings, roads, signs, streetlights, etc.
- Attends meetings as requested by the Board and responds to requests for information from the Board.

**AN OPEN INVITATION TO ALL RESIDENTS:** If you would like to work with any part of the Stonefield Commons organization, contact the President of the Board of Directors or the chairperson regarding the activity in which you are interested.