

**STONEFIELD COMMONS
HOMEOWNERS ASSOCIATION, INC.**

**GENERAL INFORMATION
AND
REGULATIONS**

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, 3495 Winton Place, Building D, Suite 4, Rochester, NY 14623, 585/424-1540, 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 Kenrick Corporation, or electronic withdrawal. (Page 15)
- C. When you leave for an extended period, call Kenrick Corporation and notify them of this fact. (Page 3)
- D. The Stonefield Commons Homeowners Association, Inc. is responsible for external maintenance except glass surfaces, air conditioning units, screens, decks, doors, garage doors, and homeowner's additions. (Pages 4, 5, 6, and 11)
- 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 12)
- G. Garage doors should be kept closed when home is unattended to provide for privacy, security, uniformity, and cleanliness. (Page 12)
- H. Pet owners must promptly remove and properly dispose of all pet droppings. Pets must not be permitted to urinate on shrubs. (Page 12)
- I. Signs of any type may not be displayed except for "Open for Inspection" and properly displayed security signs. (Page 13).
- J. 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 antennae acceptable is an 18 inch satellite. No other antennae are allowed and nothing is permitted on the roof or building walls. (Page 13)
- K. Trash pick-up is on Wednesday morning except when a holiday falls on Monday, Tuesday, or Wednesday, in which pick-up is delayed until Thursday. (Page 13)
- L. No sustained activity which interferes with the peaceful possession and proper use of homes by the residents will be allowed. (Page 13)
- 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

(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
- * Cable TV - Time Warner Communications 585/756-5000
- * Rochester Gas & Electric - Emergency 585/546-1100
- * Frontier Communications 585/777-1200
- * Monroe County Water Authority 585/442-2000
- * Pittsford Post Office 585/586-1230
- * Voting (Other than School Board)
 - Polling Place Barker Road Middle School
 - Election District #22
 - County Legislative District #10
 - State Assembly District #136
 - State Senate District #55
 - Federal Congressional Dist #28

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.
- * Stop or forward newspaper, magazine, and mail deliveries.
- * Turn off the water and set the hot water on the "vacation" or "pilot" setting.
- * Consider suspending cable TV service to reduce the cost when you are away for a month or more.
- * Set 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 copy of the Offering Plan dated October 12, 1983, which each of you should have received upon purchase of your home, is obsolete and no longer valid. As confirmed by our legal counsel, Ronald S. Shubert, Esq., of Phillips Lytle LLP, on August 8, 2005, "The only legal Declaration of the responsibilities is that which is on file at the Monroe County Clerks 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 a condensed form, the following information:

- I. Item/Service
- II. Association Responsibility
- III. Homeowner Responsibility
- IV. Other

This should allow for a quick reference for all involved and hopefully will lead to improved continuity 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	
All glass		Repair/replace	
Exterior components of basement walkout	Repair/replace		
Storm (combination) doors, storm windows, screens		Repair/replace	
Chimneys and vents			See Below
Exterior brick work, crown and clean out door	Repair/replace/ grout/ seal		
Caps, screens, flue, tile and damper		Replace/repair/ cleaning	
Gutters and downspouts including cleaning and connection to storm drain	Repair/replace		
Hose bibs, exterior and in garage		Repair/replace	

Chimneys and Vents- Flue-

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 hard woods {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 lamps, garage, carriage lamps, porch lights	Repair/replace		
Light fixtures on patio fences, decks or on back of house		Repair/replace	
Exterior electric outlets and door bell button		Repair/replace	
Mailboxes and enclosures	Repair/replace		
Address numbers	Repair/replace		
Decks and patio fences, gates and rear wooden steps	Paint/stain	Repair/replace	
Patio paving and patio retaining walls		Repair/replace	
All approved 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, fences and retaining walls and 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 the decks on a regular basis, only as a convenience and to maintain uniformity.

STONEFIELD COMMONS HOMEOWNERS ASSOCIATION, INC.

B. RESPONSIBILITY FOR GROUNDS AND LANDSCAPE

ITEM/SERVICE	ASSOCIATION	HOMEOWNER	OTHER
Roads/Drives	All		
Grass	All		
Trees/shrubs	See page 9, item G	See page 9, item G	
Walks	Repair/replace		
Cleaning/sealing (new 9/2011)		All	
Street lighting	All		
Snow Removal	Roads & Driveway		
Storm water sewer		All	
Sanitary sewer and			
Water service laterals			
Storm water and sanitary			Town of Pittsford
sewer mains			
Dedicated water mains			MCWA
Electric Services			
Pad mounted transformer			RG&E
Underground Service		All	
laterals from transformer			
to meter, including			
meter box			
Meter			RG&E
Gas Service			RG&E
Underground lines			
and meter			
Telephone lines			Frontier
TV Cable			TWC

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	See Below
Betterments		All	

It shall be the individual responsibility of each homeowner at his own expense to provide as he sees fit, 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	4 years
Seal decks/fencing	2 years
Plow streets and driveways after accumulation of 2 or more inches at airport	
Seal blacktop drives and private streets	3 years
Cut lawns	weekly in season
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. **REQUESTS FOR SERVICE**

All requests for services and follow-up should be directed to the Managing Agent. The cost of maintenance service is not included in the Managing Agent's annual fee. The Association pays the Agent for labor by his staff on an hourly basis and for materials used.

F. **MAKING 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, fixed gas grills, 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 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 by the Architectural Committee or Landscape Committee, the Board of Directors acts on the request. The Managing Agent will notify the applicant of the results by letter. The Architectural and Landscape Committee members are available for consultation in preparing a variance application. (See Variance Request Form, Page 18)

G. **LANDSCAPING AND GARDENING**

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

INTRODUCTION

The Association owns the landscaping that was originally planted by the developer and is responsible for its maintenance. The Townhomes where the rear plantings are maintained by the Association are: 32 and 46 Stonington, 45, 47, 61 & 63 Greenwood. All other rear plantings added by the Homeowner are their responsibility. 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.

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, described on Page 19, 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

In the past, some Homeowners have done the pruning and trimming of the plants around their units. If you still wish to do some pruning, keeping in mind that we have an expanded schedule for this work, please do the pruning before our landscapers come to do the pruning and trimming. Check with the Managing Agent for pruning schedules. Also, please follow the guidelines for pruning so that there is some degree of overall uniformity. (See attached Guidelines, Page 19)

If any plants need pruning when the scheduled pruning is being done by our landscapers, they have been instructed to prune those plants.

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.

OTHER ITEMS (CONT'D)

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

Growing of vegetables or herbs 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 ADDITIONS

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 (F.) Page 9 of this document.

BACKGROUND

Each unit was provided during the initial construction, with either a patio or deck, sidewalks, plantings, stairs, window screens and, in some cases, skylights. From time to time, owners have requested and received variances to expand existing decks and patios, add storm windows or doors, skylights, railings, plantings, etc. The Board feels that the unit owner should bear the cost of maintaining and repairing these additions and modifications. If an owner does not maintain an addition and it becomes unsightly or hazardous, the Association is responsible for dealing with the problem.

POLICY

The Association will not pay for the maintenance and repair of an addition or modification to a unit constructed by a homeowner. The maintenance of such additions 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 on a regular basis 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 except in the designated visitor parking area. Only private passenger-type cars may be left in these areas.

(Vehicles Cont'd)

- * 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 elsewhere.
- * 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 should 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 caused by their pets (feces, urine, digging, etc.).
- * No pets are to be kept for breeding or other commercial purposes.

C. **OTHER REGULATIONS** (See RECORDED DOCUMENTS Article VIII, Page A-14)

- * No signs or notices including political endorsements or household sales shall be exhibited. The only exceptions are the display of "For Sale" in the window of the home, "Open for Inspection" signs and security system signs. 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, refuse cans, lawn & patio furniture, gardening tools and materials or other such items may be stored on the sidewalks, driveways, patios, or other outdoor areas. All gardening tools and materials **must** be taken in at night and when not in use.
- * No statuary, ornaments, bird baths, bird feeders, bird houses, bird feed on ground, window air conditioners, exterior antennae, (other than 18" satellite dishes), clotheslines or poles, awnings, 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 Wednesday. If the following holidays fall on Monday, Tuesday, or Wednesday, the collection will be delayed one day; New Years, Memorial Day, July 4th, Labor Day, Thanksgiving or 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. For details as to what materials can be recycled in Monroe County, see the first page after the blue pages in the front of your Official Rochester, NY Frontier White Page Phone Book. The blue bin should be placed at the end of your driveway and regular trash containers and other material for disposal should be placed near your garage. 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 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.
- * 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 a two-week period 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 two 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. Each year we repaint about 25% of the units and each unit is painted every 4 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 are painted and any decision to paint, repaint, or replace shutters 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 Managing Agent for details. A fee of \$25 is charged for each late payment (after the 15th of the month). If late payments accumulate, a lien will be filed against the property.

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 he or she buys a unit.

X. SALE OF UNITS

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. Only one lease in a 12-month period is 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.

XII. INSURANCE

If a unit sustains damage as the result of a storm or other catastrophe, each unit owner should call the Managing Agent. 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, no matter how many Units they own.

- 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 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 as needed. Association members are welcome to attend to present a special concern but are asked to notify the Managing Agent beforehand.

- 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; supervises the investment of our capital funds; prepares and files Federal, State and other tax forms.

Identifies potential providers 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.

C. (Cont'd)

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, street lights, etc.

Attends meetings as requested by the Board and responds to requests for information from the Board.

- D. The **Architectural Committee** is responsible for making recommendations to the Board of Directors regarding maintenance and modifications to the exterior of the buildings, including streets, driveways, walks and drainage systems.
- E. The **Grounds and Landscape Committee** is responsible for making recommendations to the Board of Directors regarding maintenance and modifications to all planted areas.
- F. The **Major Maintenance Fund Committee** is responsible for reviewing and commenting on the Managing Agent's recommendations to the Board of Directors regarding long-range capital improvements and funding needs. Also reviews recommendations for the investment and managing strategy of those funds.
- G. The **Social and Welcome Committee** welcomes all new residents and provides them with a directory, and a copy of these guidelines.
- H. The **Nominating Committee** is responsible for making as many nominations for election to the board of Directors to fill vacancies as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.
- I. Periodically, the Association publishes a **Directory** of homeowners and residents together with their addresses and telephone numbers. Corrections or additions should be given to the Managing Agent.

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 of the activity in which you are interested.