



Stonewood Manor Homeowners Association, Inc.

Rules & Regulations

Revised April, 2025

Stonewood Manor Homeowners Association, Inc.
RULES AND REGULATIONS
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Welcome to Stonewood Manor Townhomes, a luxury community located in North Greece.
The primary purpose of this document is to clarify the vision, mission, and values of Stonewood Manor governing board (as stated below) and outline the rules and regulations that define the expectations of its residents for safe and healthy living.

Role of the Stonewood Manor Homeowners Association Governing Board of Directors

Our Vision

The Stonewood Manor Homeowners Association envisions Stonewood Manor as a desirable place to live and one that assists our neighbors in working together toward promoting harmonious, respectful, and productive relationships within our community. It is a community that cooperates with each other to maintain and grow the beauty, safety, and value of our properties.

Our Mission

The mission of the Stonewood Manor Homeowners Association is to preserve and enhance the property of the community by maintaining the common grounds and by upholding the Declaration, By-laws, and the Rules and Regulations governing the Association. The Homeowners Association, guided by the Board of Directors, will strive to promote and maintain quality of life, encourage a sense of community, and take a fair and objective approach in representing and protecting the interests of all homeowners. The Board of Directors will strive to maintain and enhance property values and to effectively and efficiently manage the Association by making reasonable, ethical, and fiscally responsible decisions. The Board of Directors will be forthright and transparent by communicating relevant information to members in a timely manner.

Our Five Basic Values

1. Responsibility and accountability - assume the responsibility for all board actions and decisions, and remain accountable to the community.
2. Integrity - uphold honesty and forethought in all matters before us.
3. Service - consider it is a privilege to serve and represent our community.
4. Respect - know that trust demands respect for those we serve.
5. Communication - realize that open communication builds trust and confidence within the community.

Thank you for your help in maintaining the appearance and appeal of our community.
Aviamore Board of Directors

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STONEWOOD MANOR HOMEOWNERS ASSOCIATION RULES and REGULATIONS

INTRODUCTION:

When you purchased your Townhome, you were given a copy of the Offering Plan (Prospectus), which outlines rules and regulations (General Covenants and Restrictions) Article X for living at Stonewood Manor. You were requested to sign a document stating that you had read the Offering Plan and agreed to abide by these rules and regulations. Therefore, your commitment to abide by these rules and regulations was established when you purchased your townhome. This commitment extends to your family, guests and tenants. Subsequent purchasers of property in Stonewood are also equally responsible for compliance with the Offering Plan when they sign the deed. The following are a supplement to the Rules and Regulations governing the Stonewood Manor Homeowners Association and are being published to consolidate the rules into a single document. In addition to this publication all other Covenants and Restrictions outlined in the offering plan must be adhered to. The corporation entity, which you are a member of, Stonewood Manor Homeowners Association Inc., shall be referred to hereinafter as the “Association” and the Board of Directors of the Association entity shall be hereinafter referred to as the “Board”.

- 1. EXTERIOR MODIFICATIONS:** No exterior modifications or alterations can be made without the written approval of the Board following review by the Architectural Committee. Any modification made without prior approval will be subject to removal by the Association at the homeowner’s expense. Examples of modifications that require review and approval include, but are not limited to:
 - Changes to siding, decks, patios, landscaping, plantings, irrigation systems, windows or doors.
 - Additions to the exterior of the units, such as awnings, arbors, gutter guards, generators, or water features.

No pools, outdoor hot tubs, clotheslines, window fans or window air conditioning units are permitted.

2. **REQUESTS FOR MODIFICATION APPROVALS OR EXTERIOR MAINTENANCE:** Any proposed modifications of a Stonewood residence required to be approved by the Board under these Rules, or any request for exterior maintenance, should be submitted in writing to the Property Manager for action. Change requests must be submitted on a completed "Variance Form" for review by the Architectural Committee and the Board. A copy of the form is attached and is also available from the Property Manager.
3. **INTERIOR MODIFICATIONS:** All work with respect to the interior of any unit shall be done during the hours of 8:00AM to 6:00PM Monday thru Saturday so as not to disturb the quiet use and enjoyment of other owners. No structural changes, such as moving load-bearing walls, are to be made to any residence without Board approval. All building codes are to be followed, including obtaining any necessary permits at owner or contractor expense.
4. **INSURED CONTRACTORS:** All contractors on Association property must provide a certificate of insurance for Liability and Worker's Compensation coverage in amounts set by the property manager, and naming Stonewood Manor HOA and the property manager as additional insureds.
5. **PETS: (a.)** Town ordinances regarding animals shall govern all Stonewood property. Homeowners may have one dog or two cats, fish kept in an aquarium or birds kept in a cage. No animals shall be kept or maintained on Association property. The Board may, from time to time, impose reasonable rules and regulations setting forth the type of pets allowed.

(b.) Pets may be allowed outdoors only when accompanied by a responsible person, and dogs shall be leashed. Provided an Owner obtains the prior written consent of the Board through a submission of a Variance Form, an underground pet containment system, such as an "Invisible Fence", may be installed. A pet may be let outdoors within the area of the approved containment system in the company of a responsible person but need not be leashed. No above ground or visible pet containment enclosures shall be permitted.

(c.) The Board shall have the right in its sole discretion to require any member of the Association, any tenant of any member or any family member or guest of any member or tenant to remove any animal from Association property if, in the opinion of the Board, such animals are

creating a nuisance. No dog or cat shall be kept or left unattended on the grounds, in the garages, patios or decks at any time, whether chained, caged or tethered.

(d.) No pet waste shall be deposited and left anywhere on the grounds. Pet waste must be removed immediately, and any damage to Association property caused by a pet will be professionally repaired and billed to the homeowner.

(e.) If an animal is found that is in violation of these Rules and Regulations, the Association or its Property Manager or their employees may contact any local municipal authority with power to impound animals without any liability on the part of the Association, its directors, agents or employees.

6. **PARKING:** It is important that all homeowners use common courtesy when parking vehicles. Homeowners' parking will be limited to the owners' private driveway and garage. No overnight parking is permitted on the streets, unless it is associated with general maintenance by the Association, such as driveway sealing, approved homeowner renovations or an approved variance. Overnight or long-term guests should park in the homeowner's driveway. There is to be no parking on lawn areas, and no vehicle should block any driveway, or mailbox access. Oversize vehicles that cannot access the standard garage, as well as dumpsters, trailers or unlicensed motor vehicles, require a variance to be left parked in a driveway or on the street. Parking violations are subject to fines and towing at the owner's expense.
7. **RECREATIONAL VEHICLES:** Any boat, trailer, motor home, snowmobile, golf cart, mini-bike, go-cart or other recreational vehicle must be parked in a garage. The Property Manager may grant short-term parking privileges (not to exceed 48 hours without written approval of the Board) on an individual basis. Under no circumstances will the special parking privileges extend beyond (7) days.
8. **SIGNS:** One Realtor sign is allowed on the front lawn only. An open house sign may be attached to the sign on the day of the open house. Realtor signs shall not exceed 24" wide by 36" long, mounted on an A-frame type stand, and shall not be erected on a post that is inserted in the property's ground or soil. The "for sale" sign must be placed approximately midway between the curb and front of the townhome and removed within 30 days of the sale of the property. Signs indicating that a house is protected by a security system must be limited to one sign at

the front of the unit near the main entrance, one sign at the rear of the unit and small signs posted on the inside of individual homes. No other signs are permitted without the Board's written approval.

9. **DECORATIONS:** A variance must be obtained for the installation of lawn decorations, such as bird feeders, statues, windmills etc. that may interfere with lawn mowing, foundation planting maintenance and/or snow removal. No birdhouse, bird feeders other than hummingbird feeders, or bird baths may be installed in the front of the home or within 50 feet of any building. Owners are responsible to clean and maintain their bird feeders and the area around them to avoid attracting rodents or other pests. Holiday decorations may be displayed four weeks prior to, and two weeks after the observance of the holiday. After these dates, the Board requires removal of displays and if not completed will remove them and charge the owner for costs of removal. Decorations cannot be installed using nails, screws or other devices requiring penetration of the wood / siding.
10. **FLAGS:** Flags no larger than 30" x 48" may be displayed from a bracket mounted on the vertical trim board alongside the garage overhead door or on the front door post. The United States flag should be mounted and flown at all times according to proper flag protocol (e.g., <https://www.va.gov/opa/publications/celebrate/flagdisplay.pdf>).
11. **PLANTINGS:** The existing plantings around units or on common areas shall not be altered without board approval. Homeowners with plantings that have not received written approval shall be requested to remove them. If the plantings are not removed, the Property Manager shall remove them at the homeowner's expense. A variance is required for anything permanently affecting the exterior appearance; this includes adding gardens and planting trees, shrubs and perennials. The variance request should include a diagram showing the location, type and quantity of proposed plantings. It is the owner's responsibility for maintaining planting beds he/she plants. The Association cannot take responsibility for flowers planted that interfere with the normal pruning and maintenance of Association controlled planting areas. Pruning or removing existing trees or other plants without the approval of the Association is prohibited.
12. **TRASH REMOVAL:** Trash removal occurs on a specific day each week. Vendor-supplied containers shall be placed at the curb within 24 hours of the scheduled pick-up and removed promptly the same day after

at other times inside a garage. If you plan on placing large items out for removal by the refuse carrier, please contact the refuse company in advance to arrange for pick-up. Under no circumstances should furniture or similar objects be placed at the curb except on trash day. There may be a charge for certain items such as refrigerators due to recycling Freon gas that is the owner's responsibility. Any problems, complaints, or concerns regarding the trash service should be directed to the Property Manager. No loose papers or recycling material shall be placed without securing it from winds. Any area trash clean-up required from debris that blows around will be charged to the unit/units adjacent to the refuse spill.

13. **PONDS:** The retention ponds on the north side of Aviamore Dr. and Putney Place are owned and maintained by the Stonewood Manor Homeowners Association. Trespassing by individuals other than Association homeowners or their guests is prohibited. Minors are prohibited from the areas surrounding the ponds unless accompanied by an authorized adult. Fishing, swimming, skating or dumping anything in or on the ponds is prohibited. Ducks, geese and other wildlife are not to be fed, in accordance with the guidance of the NYS Department of Environmental Conservation.
14. **COMMERCIAL AND PROFESSIONAL ACTIVITY ON PROPERTY:** No wholesale or retail business, service occupation or home business shall be conducted in or on any lot or other portion of the property without the consent of the Board.
15. **NOISE:** Stereos, radios, televisions, motor vehicles, etc., should be kept at a sound level that does not disturb your neighbors. Remember that loud parties, barking dogs, etc., can also disturb the peace and quiet enjoyment to which your neighbors are entitled. The best rule is that noise should not be heard within a neighbor's house with the windows closed.
16. **STORM DOORS:** All new or replacement storm doors should be full view glass and match as closely as possible to either the unit's trim paint or exterior door finish.
17. **GARAGES:** Garage doors should not be left open overnight. Garages cannot be used as a dwelling of any type, seasonal or otherwise, nor for commercial purposes, and no screens should be added to the garage openings.

18. **OUTSIDE ANTENNAE/CABLE/ PHONE SERVICE:** No outside radio, telegraphic, television, or other electronic antenna, dish or other transmitting or receiving device shall be erected on any lot or other portion of the Association property without the approval of the Board. All approvals must satisfy the requirements of the Federal Communications Commission, and /or other agencies with jurisdictional authority. Please consult the Property Manager for installation guidelines.
19. **EXTERIOR SECURITY:** When installing exterior security systems and lights, great care should be given to protecting neighbors' privacy. Owners must not point security cameras or lights at their neighbors' windows, backyards, or any other areas where privacy is expected. Security cameras or lights are to be mounted on wood trim only, not attached to rain gutters or siding, and any wires should be concealed from public view. Upon removal of any lights or cameras, the screw holes must be filled with wood filler and painted to match the existing trim
20. **OUTDOOR REPAIR WORK:** No work on any motor vehicle, boats or machines of any kind, other than minor servicing and maintenance, shall be permitted outdoors on the Homeowner's property or on Association property.
21. **GAS GRILLS / FIRES / OPEN FLAMES:** No torches or wood fire pits are allowed. All Monroe County fire regulations must be observed. Grills should not be used less than 3 feet away from building surfaces, and grilling is not permitted in garages or on front porches. If grilling in the driveway, the grill must be stored out-of-sight as soon as the grill cabinet has cooled. Propane tanks and gas grills should never be stored in a basement area.
22. **INSURANCE OBTAINED BY HOMEOWNERS:** All policies obtained by homeowners must contain waivers of subrogation and the liability of carriers. Insurance procured by the Board must not be affected or diminished by reason of any insurance obtained by a townhome owner. Questions should be directed to the Property Manager and/or your insurance agent.
23. **HOME RENTALS:** Homeowners wishing to lease or rent their homes must apply for and receive a variance, and may do so only in compliance with the Association Rental Policy, a copy of which is available from the Property Manager.

- 24. HOMEOWNER MAINTENANCE:** Exterior building mounted light fixtures are required to be maintained and use only white, exterior rated incandescent or LED bulbs (3000k or less). Lawn damage caused by owners, tenants, or their pets is also an owner responsibility. Owners are responsible for making sure that all toys, furniture, hoses and debris are picked up from their lawns prior to the day of mowing. Objects that interfere with lawn maintenance will be removed and disposed. Owners need to make sure they have proper homeowner's insurance coverage for their personal property and property improvements that are not covered by the Master Insurance policy. Any owner needing clarification of the rules should contact the Property Manager.
- 25. LATE FEES:** Association maintenance fees, assessments, or other charges that remain unpaid after the 10th of a given month will be charged a late fee of \$25, plus the maximum allowable interest rate.
- 25. VARIANCE:** A blank variance request is enclosed. If you do not find an answer to your question in the above rules and regulations, please contact the Property Manager for further information. DO NOT proceed with any exterior modifications until you have proper written information, instructions, and prior approval. While the Rules are an attempt at completeness there may be an omission that requires a variance approval by your Board of Directors.

Enforcement of Rules and Regulations

The Board of Directors acting through the Property Management Company as agent, or acting directly, is empowered to enforce the rules and regulations, and By-Laws, according to its duties as outlined in the By-laws. It is desired that each owner be well informed on the rules and regulations in this booklet and the contents of the "Declaration and Bylaws" in the interest of harmonious relationships and the quality of life for all concerned in the Stonewood Manor Homeowners Association. You agreed to abide by the rules, regulations, covenants, restrictions, etc., when you signed your deed and accepted title to your property in the Stonewood community. Owners are responsible for their guests, invitees, tenants, family, etc.

In the event there is a violation of the applicable legal requirements as indicated, the following enforcement and penalties will be imposed on you as owner of your property.

FIRST NOTICE OF VIOLATION: As a courtesy, the owner will be notified by telephone or in person if available, and written memo, and requested to eliminate the violation immediately or depending on the violation within 10 days.

SECOND NOTICE OF VIOLATION: A \$100.00 fine will be levied against the owner's account if not resolved after the first notice. In addition, the Board or its agent may act immediately to correct the deficiency or violation, and assess additional charges for the cost of labor, materials, and supervisory fees, plus 20% to remedy the situation against the owner's account.

THIRD NOTICE OF VIOLATION: If the owner continues to have an unresolved violation, a certified letter will be sent to the owner's last known address, (owners are responsible to keep the Board or its agent informed of their legal address) with notification of a daily fine of \$100.00 until the violation is corrected or eliminated.

ADDITIONAL LEGAL REMEDIES: In the event that any fine/fees levied under this published and approved schedule of Rules and Regulations is not timely paid to the Association, then its Board or Property Manager shall commence legal action to enforce the rule and collect fees due the Association. All unpaid fines, expenses incurred, including but not limited to legal and other professional fees, shall be and shall constitute a binding personal obligation of the violator and shall be and shall constitute a lien on the homeowner's home in the same manner that an unpaid common charge constitutes a lien as set forth in the "Stonewood Manor", Declaration. The Board or Property Manager shall have the same rights and remedies to enforce the lien occurring as a consequence of a violation of the Rules and Regulations as non-payment of Common Charges.

Stonewood Manor Association, Inc.

VARIANCE REQUEST

Return to:

Woodbridge Group
P.O. Box 237
271 Marsh Rd, Suite 3
Pittsford, NY 14534
O-585-385-3331 F-585- 385-4693
Service@woodbridgegrouppro.com

Requested By:

Name: _____
Address: _____
Phone: _____
Date: _____
E-Mail: _____

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 have attached a sketch of proposed changes, listed materials to be used, etc. (Please be specific. Extra sheets may be attached.)

Reason for request: _____

Length of Guarantee (if applicable): _____

Indicate future maintenance required by the Association: _____

Affected neighbors were notified of common area involvement? _____ Yes, _____ NO

Name of contractor (company) who will do the work: _____

Contractor must have liability and workers compensation insurance for variance approval.

Certificates attached or on file with HOA _____ Yes _____ No

Homeowner Signature: _____

For Board of Directors Use

_____ Approved _____ *Approved with Conditions (see attached) _____ Disapproved

Date: _____ Signature: _____

Latest completion date after which any approval is automatically revoked and a new variance request is necessary: _____

Comments on final inspection by Board of Directors and/or Property Manager:

This change will _____ or will not _____ become the responsibility of the unit owner financially as well as the maintenance and/or replacement.

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Attach any Future Amendment Page here