

Thomas Creek Homeowners Association, Inc. Resident's Manual

Developed in cooperation with
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Revision Log

1-8-2015 – Reformatted in Word, updated Satellite Dish Guidelines, added Approved Doors & Windows, moved Variance Request Form, updated TOC page numbers.

2-13-18 – Revised wording related to fines for illegally parked cars (page 12) and prohibited parking areas (page 12). Adjusted math related to late payments (page 25). Added Crofton Perdue address & contact information to cover page.

2-15-18 – Addition of information regarding fire pits and gas grills.

2/23/18 – Revised Table of Contents

10/21/21 – Added photos for approved front doors

12/1/21 - Edited Table of Contents

Purpose of this Manual

- The Thomas Creek Resident's Manual is published under the direction of the Board of Directors of the Thomas Creek Homeowners Association, Inc.
- The manual's purpose is to provide information to all residents on policies (Rules & Regulations) which govern the manner in which Association homeowners, renters and their guests are expected to conduct themselves within the Thomas Creek HOA.
- In addition, "Guidelines" have been generated to provide practical direction. In essence, both Rules & Regulations and Guidelines are developed to ensure the safety, comfort and welfare of all residents.
- Maintaining and enhancing the value of our homes on the current real estate market should be of interest to all of us. These values are affected by the look and upkeep of all Association properties. It is anticipated following these Rules and Guidelines will help preserve and improve the integrity and aesthetic value of these properties. However, to achieve this goal, it is incumbent upon everyone to adhere to the "Guidelines" and rules.
- All residents, whether owners or tenants, are responsible for ensuring that they, as well as their guests, comply with the provisions of the manual
- The Association is officially known as the Thomas Creek Homeowner's Association, Inc. It is governed by an elected Board of Directors.

Association Objectives

- Provide maintenance service to the properties which it owns or administers.
- Protect the investment and enhance the value of the property owned by its members.
- Provide an efficient mechanism for numerous people with diverse interests, backgrounds and living habits in close proximity to share common possessions with a minimum of inconvenience and loss of personal rights.

Board of Directors

The Association's operations are overseen by an elected Board of Directors with the assistance of various committees. The Board meets six times a year at minimum. This number will increase if circumstances dictate (roofing issues, emergency repairs, etc.). The Board and the Property Manager review financial and operating activities of the Association. Additionally, they consider variances, buildings and grounds, operating budgets, contracting for services, insurance coverage, asset additions and improvements and any other items which are brought to the Board's attention.

The Board has a fiduciary responsibility to protect the Association and the common areas it manages for the benefit of all. It has the authority to establish any rules deemed necessary for the efficient operations of the Commons. Any

restrictions reflected in the Rules and Regulations are designed only to protect the homeowners as a whole and their investments in the community.

Property Manager

Associations such as Thomas Creek typically employ an accredited Property Manager to maintain the property and enforce all rules and regulations in the Offering Plan and any additional rules the Board may institute. Day-to-day operations are managed by the Property Manager and overseen by a Management Company, hired by the Board of Directors. Thomas Creek's current Property Management Company is Crofton Perdue Associates, Inc.

Insurance

- Included in the regular monthly assessment fee for all homes is an amount to cover casualty and liability insurance. The Property Manager procures the necessary coverage based on competitive bids. Casualty insurance (fire and other hazards) covers the basic structure of each individual home. This includes all exterior and interior walls, standard installed carpeting, appliances, cabinets, electrical and plumbing fixtures, but does not include decks.
- **The above coverage does not cover the owners' contents, upgrades to the standard appliances, cabinets, electrical and/or plumbing fixtures. It also doesn't protect the owner for accidents occurring on the owners' property. Separate, privately purchased liability insurance is required to protect the owner.**
- Blanket coverage is updated annually. The coverage carried by the Association is for FULL REPLACEMENT COST, less a \$1000 deductible. A community loss of more than 50% of the existing homes would begin to reduce individual compensation.

Association Procedures

1. Service Requests

- All service requests for the exterior of any home, or to the common areas are to be directed to the Property Manager (PM). This may be done by phone and/or letter and/or email. The PM is responsible for directing the request to the Board/contractor for consideration and action.
- The PM/designee will inform the owner IF and WHEN the approximate timeframe the APPROVED request will be addressed, and if any restrictions apply.
- Homeowner suggestions or requests concerning procedures and regulations should be directed to the PM. The PM will bring the request to the attention of the Board for its consideration.

2. Complaint Procedure & Penalties

- Continued non-compliance will be brought to the attention of the Board members for appropriate action.
- Appropriate fines will be assessed by the Board of Directors as warranted.
- The Property Management Company/Property Manager will provide the Board with a copy of the open requests for service.
- Each homeowner shall keep his/her home in a good state of preservation and cleanliness.

3. Variance Request Procedure

- Homeowner submits Variance Request Form (see next section) to Property Manager. Form should include homeowner contact information, including email if possible. Request should include all supporting specs/photos. Request can be sent via US Mail, emailed, or faxed to Property Manager.
- Property Manager reviews request for the following:
 - Compliance with HOA Rules/Regulations and By-laws.
 - Whether the request may require homeowner to get approval/permit from Town of Perinton.
 - Whether the request may require homeowner to seek ADA compliance.
 - Whether request may be contrary to the aesthetic appearance of HOA.
- Property Manager then forwards request to Board of Directors with comments about compliance to the above.
- If appropriate, the respective committee meets with the homeowner and provides feedback to Board of Directors with its recommendation.
- At the next board meeting or via email, the Board of Directors considers all factors in making a decision on request, and renders vote (approved, approved with conditions, disapproved). Vote is recorded into minutes at next board meeting.
- Preliminary approval/response will be provided within 30 days of receipt of the variance request. Final approval is contingent upon review of the completed work. It is the homeowner's responsibility to provide written notification of completion of the project on or before the specified completion date. Final approval is to be within 30 days following notification of completion.

4. Variance Request Form

*THOMAS CREEK HOA
c/o Crofton-Perdue Associates
111 Marsh Road
Pittsford, NY 14534
Fax: 585-248-3666
Email: info@croftoninc.com*

Name: _____
Address: _____
Phone: _____
Email: _____

To: Board of Directors, Thomas Creek Homeowners Association
I request permission to make the following changes to the exterior of my home or the common area of the community. I have attached a sketch of proposed changes, listed materials to be used and have indicated who will do the work. (Please be explicit.) Extra sheets may be attached. Any improvements to structures are subject to local Town zoning ordinances, which must be approved. Thomas Creek Homeowners Association, Inc. is not liable for any encroachments of zoning ordinances. It is the homeowner's responsibility to ensure conformity with Town zoning. It is also the responsibility of the homeowner to apply for and receive a building permit from the Town of Perinton, where applicable.

Reason for Request:

Date _____ Homeowner Signature _____

BOARD OF DIRECTORS

___ APPROVED
___ APPROVED WITH CONDITIONS (**See Reverse side**)
___ DISAPPROVED

Date _____ Board Signature _____

Rules & Regulations

5. Refuse/Recyclables

- Scheduled pickup is Monday of each week except on holidays falling on a Monday. Pickup in the latter case will be the following day (Tuesday).
- Refuse must be placed in containers with lids or tied securely in plastic bags at the end of the homeowners' driveway.
- Refuse is to be put out any time after 6 PM the night before pickup. If the owner will be out of town on the day before pickup, let the Property Manager know the trash will be out a day or two before pickup. Otherwise, please ask a neighbor to put it out.
- Recycle bins should be loaded with light paper materials on the bottom and heavier items on top. This will prevent debris from blowing around the property.
- Empty containers are to be removed from driveways within the same day of pickup. If this cannot be done due to owner's absence, let the Property Manager know or have a neighbor hold until return.
- The homeowner may request recycling bins from the Town of Perinton Recreation Center on Turk Hill Rd.

6. Grounds

- Sidewalks and entrances must not be obstructed or encumbered or used for any other purpose than ingress or egress to/from the home.
- Contractors hired by the association or the owners may not gather or lounge in any of the common areas of the grounds.
- Residents are asked to police common properties for litter and dispose of it through the regular trash disposal system. This action will keep clean-up costs in the Association fees to a minimum for all.

7. Pets

- No more than two (2) pets may be kept by a homeowner in any home.
- The breeding of pets is strictly prohibited.
- While in any common areas, all dogs or cats must be restrained at all times by the use of a hand-held leash, not to exceed eight (8) feet in length. No dog or cat may be left unattended in any common area.
- Staking out or fencing in of any pet in common areas is prohibited.
- Outdoor feeding or sheltering of any pet is prohibited.
- Repair expense of damages to lawns, shrubs or trees caused by pets is the financial responsibility of the respective pet owner.
- The pet owner has the sole responsibility of controlling and cleaning up after his/her pet. The pet owner must clean up after his/her pet when walking anywhere on the Thomas Creek premises.
- Dogs/cats shall not become a nuisance to neighbors in any manner, including prolonged barking and howling, nor shall they be allowed to create an unsightly

condition. Failure to comply with this regulation shall subject the owner of said dog/cat to the following assessment schedule:

- A letter of warning shall be sent to offenders on first violation of this regulation.
- The 2nd violation shall subject the offender to a \$10 Fine.
- The 3rd violation will result in a \$50 fine.
- Any further violation shall result in a fine of \$100 and notification to the proper authorities (Perinton Justice of the Peace).

8. Signage

- No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed to any part of the outside of any home, the lawns, common areas, hung from windows or placed in window sills without the prior written consent of the Board of Directors.
- Only one (1) 'For Sale' sign will be allowed to be placed in the front window of the home. The Property Manager or the Board of Directors has the authority to have any improperly placed signs removed.
- Free-standing signs (maximum of 3) may be displayed during a sale or rental open house, and must be removed at the end of the same date.
- Security signs are allowed.
- It is incumbent upon the property owner to advise the Property Management company/Property Manager regarding the acceptance of a purchase offer on the home.

9. Common Areas

- The common elements may not be altered or impaired without the prior written consent of the Board of Directors.
- The storage of boats, trailers or the like upon the common areas, in driveways, on lawns or in overflow parking areas is strictly prohibited without prior written consent of the Board of Directors.
- Homeowners and renters may perform minor services on vehicles that are normally garaged on the premises.

10. Use of Homes

- Homeowner shall not permit or keep upon their lots explosive material, chemicals or other dangerous substances.
- Flammable or combustible materials must be stored in a legal and safe manner.
- Nothing should be done or kept in the homes which would increase the rate of fire insurance on the homes or on the Association as a whole.
- Damage to the property caused by residents, children, pets, guests or contractors they hire will be the financial responsibility of the homeowner at fault. This includes, but is not limited to, buildings, lawns and landscaping. In the event a contractor hired by the Association does damage to your property, notify the

Property Management Company/Property Manager right away so the contractor can be held responsible.

- Homes shall be occupied and used by their respective owners only as private dwellings for such owners, their families, tenants and social guests, and for no other purpose whatsoever.
- No outdoor drying or airing of any clothing, rugs, bedding or the like is permitted on clothes lines, windows, porches, decks, driveways or facades of the home.
- Disturbing noises or objectionable odors shall not be produced or emanate from homes or the common areas.

11. Fees/Assessments

- Assessment payments must be made to the Association on a monthly basis to allow proper operation of the Association.
- All monthly assessment payments are due the first (1st) day of each calendar month.
- Late payments of monthly association fees or special assessments after the 10th of the month will result in a late fee of 10% of the HOA fee.

12. Renters/Rentals

- No home or portion of a home may be rented for a period of less than six (6) months, preferably a year, without the written consent of the Board of Directors.
- Owners are required to inform renters of their responsibilities to the community and provide them with a copy of the Rules and Regulations.
- Owners are required to register the name of their tenants with the Property Management Company and notify same of any change in tenant status in the owner's home.
- Association assessments are the personal obligation of the owner of record for the home.
- The owner of the home will be responsible for his/her share of the assessment if repair or rebuilding is necessary on the lot or home due to damages caused by the resident(s) or guests.
- The owner is held responsible if a renter fails to conform to the Rules and Regulations.
- Renters have no voting rights related to Association business.

13. Parking and Motor Vehicles

- Each resident has the exclusive use of his/her garage and driveway for parking vehicles.
- Parking is prohibited on private roads. All private roads in Perinton are designated Fire Lanes. Vehicles may be ticketed and/or towed if not in compliance. If a tow truck is called and the homeowner moved the car before it is towed, the homeowner is still liable for the expense incurred. Fines of up to

\$100 may be assessed by the Board of Directors to owners of property in cases of violation of parking rules.

- Owners are responsible for the daily cost of parking-related fines.
- Vehicles are **not** to be stored in any of the parking areas. This includes vehicles with current registration.
- Residents are expected to use their garages and driveways for their vehicles and their guests' vehicles before overflow spaces are used. Improperly parked vehicles are subject to removal at their owners' expense.
- Horns are to be used only when necessary for the safe operation of vehicles.
- Vehicles are to be parked in driveways in such a fashion so as to not extend into the street and are not to be parked perpendicular while in the driveway.
- Damage to lawns caused by any vehicle will be charged to the responsible owner. In the case of visitors, the host will be charged.
- 'Stop' signs are to be obeyed, and driving is to be at a reasonable speed to ensure the safety of all.
- The Board of Directors realizes special circumstances may occur with parking, such as a party. If you feel a problem may occur, please contact a Board member for possible suggestions or solutions. Special circumstances would be considered by a conditional variance for this purpose. Keep in mind that these are private roads and need ready access for emergency vehicles.
- Homeowners may use the common area parking on Triton, Tucana, Dorado, Dearfield and Sunburst for overflow situations. However, the vehicle must be moved during the day. These areas **are not** to be used as storage areas.
- The storage of boats, trailers or the like upon the common areas, driveways, lawns or in overflow parking areas is prohibited without prior written consent by the Board.
- Parking is prohibited between November 15 – April 15 in areas where signage so states.

14. Exterior Building/Landscape Changes

- No exterior changes, modifications, alterations or additions to the home or landscape are permitted without a documented, approved variance request.
- Blank Variance Request forms are available at the Property Management firm's office or at its online web address (www.croftoninc.com).
- The Variance request is to be submitted electronically or to Property Manager.
- The Variance request will be reviewed by the board/board member responsible for landscape/architectural changes.
- No work shall be commenced until an approved variance request is received by the homeowner. It should be noted that the approved request may contain restrictions that must be followed.
- All local building codes or ordinances for the Town of Perinton must be met.
- Approved changes are subject to inspection and approval by the Board of Directors for workmanship and adherence to the Variance Request. Homeowners shall not use workers for exterior work that are not covered by Contractors Liability (\$1M aggregate) & workmen's compensation insurance.

- Homeowners are responsible for maintaining any new or existing exterior changes, modification, alteration or additions, including, but not limited to, decks and fences.
- If the homeowner fails to maintain these changes, the Board will notify the homeowner to perform the maintenance and/or repair within forty-five (45) days, at homeowner's expense.
- If the homeowner fails to comply with the requirements of the Board, the Association has the right to maintain and/or repair these changes, and bill the homeowner for services rendered.
- Any landscaping changes or additions in common areas become the property of the Association.
- The following changes or additions are not permitted under any circumstance:
 - Window air conditioners
 - Newspaper boxes
 - Screening of garages
 - Window awnings
 - Bird feeders in common areas
 - Exterior clotheslines
 - Exterior radio or television antennas

15. Tree Variance Specifications and Procedures

If a property owner wishes to plant a tree in a common area or on his/her property, a variance is required and a picture/description of the tree(s) to be planted must be submitted to the Property Manager for approval of the species. The Property Manager will present the variance to the Board for review.

16. Miscellaneous

a. Garage Sales

- Public sales of personal property in a garage sale, yard sale, porch sale or similar type of sale shall be conducted only with permission from the Association.
- In the event of an Association sponsored garage sale, no permission is needed to participate.

b. Outdoor Furniture

Residents are permitted to place lawn furniture in the common areas provided it is REMOVED THE SAME DAY. This includes sandboxes, child swings, pools, bounce houses, etc.

c. Solicitation

There will be no soliciting without prior permission of the Board of Directors. Soliciting does not include activities of candidates for public office.

d. Ice Removal

The only approved material for ice removal is calcium chloride. Rock salt and/or halite are prohibited.

e. Holiday Decorations

Temporary exterior decorations for various holidays may be displayed providing:

- All decorations are removed within two (2) weeks following the holiday.
- Any decorations which the Board of Directors deems is not in keeping with the community's best interest must be removed immediately upon request.
- Homeowners/residents are not to damage the exterior of the buildings when attaching holiday decorations. If damages are created, they will be repaired by the Association and charged back to the appropriate owner.

17. General Guidelines for the Addition of Decks

- Decks may be added to a Thomas Creek home only after receiving variance approval from the Board of Directors of the Thomas Creek HOA. In granting a variance approval, the Board of Directors may impose additional requirements and limitations not contained in these guidelines if they feel they are needed to maintain the safety, quality and appearance of the neighborhood. The board will require site sketches, drawings and/or plans that indicate the requested deck will meet basic requirements prior to it considering a variance for deck construction.
- Decks may be added to a Thomas Creek home patio only after receiving a Building permit from the Town of Perinton for the construction.
- No part of the deck or any attachment to it may extend in any direction more than 12 feet from the primary structure to which it is attached, even if the lot line setbacks allowed by the Town of Perinton would allow a larger extension.
- No part of the deck or any attachment to it may extend in any direction any closer than 3 feet from the property line of an adjacent property, even if a closer encroachment would be permitted by the Town of Perinton. This rule guarantees a minimum of 6 feet between adjacent facing decks.
- The deck structure must be bolted, not lag screwed to the primary structure to which it is being added.
- Free-standing supports for the deck must be mounted on concrete footings with a minimum diameter of 8 inches that extend not less than 42 inches below the earth surface grade under the deck.
- All wood used in the deck must be an appropriate pressure treated, water-resistant type.
- No floor joist or sill of the deck shall be less than the standard lumber dimension of 2" X 8".
- No free-standing support for the deck shall be less than the standard lumber dimension of 4" X 4".
- No floor planking in the deck shall be less than the standard lumber dimension of 1" X 4". Flooring "patterns" are to be avoided since they frequently cause maintenance problems.

- Floor planking in the deck must be attached with appropriate rust-resistant deck screws.
- Quality construction must be employed throughout the construction of the deck.
- Every deck must have an appropriate stairway to the ground.
- Every deck and stairway must be surrounded by an appropriate safety railing with a maximum of 4 inches of space between vertical bars. Railings must be capped.
- No decorative corner posts, scroll work or lighting will be permitted on the deck safety railings.
- The ground beneath the deck must be smoothed and covered with an appropriate vegetation growth barrier under a two-inch layer of one-half inch to one inch of stone. Wherever a deck will be too low to the ground to install this cover after a deck is built, it must be installed prior to the deck being built.
- Wainscoting may be employed around the understructure of a deck in compliance with Variance Request.
- As a general rule, the BOD will require that a deck addition project be completed within one year of notification that a variance has been granted.
- After a deck has been completed it must be coated with an approved sealing and protective material. The application of the coating material may extend beyond the sixty-day period mentioned above.
- Once the deck is completed, the homeowner will assume responsibility of maintained and upkeep of the deck. This includes, but is not limited to, staining and repairs.
- New Deck Stain: Behr SC-129 - 6/3/2019
- ****Concrete patios:** Maintenance of original concrete patios and sidewalks is the responsibility of the HOA. Maintenance of any additions to concrete patios (with the exclusion of power-washing) is the responsibility of the homeowner.

18. Satellite Dish Guidelines

These guidelines apply to all satellite dish installations within the Thomas Creek HOA.

- A variance request must be submitted to the Thomas Creek Board of Directors. Information required includes:
 - Exact location and means of properly mounting the dish. Provide sketches. Contractor to confirm reception for selected location prior to submitting request.
 - Contractor address, telephone number and contact name must be provided to the BOD upon submitting variance request.
 - Contractor must provide a Certificate of Insurance for general liability (\$1M aggregate) and Worker's Compensation (statutory limits), with Thomas Creek HOA as the named insured.
 - Color and dimension of the satellite dish must be made known prior to installation. All requests will be reviewed by the Thomas Creek Board of Directors. Board response will be provided within 30 days, depending on the next Board meeting.

- The cable leading to the inside of the home to connect the dish shall not be run externally on the side of the building. There shall be no visible wire on the siding (e.g., tuck the wire into a corner crevice). Cable color must be white.
- The color of the dish shall be as unobtrusive as possible and in as close color harmony with the building as possible. Painting of the dish to match the structure may be required, provided it does not degrade the signal.
- All external locations for the installation of the satellite dish shall be properly grounded, as determined by the installer.
- Any damage to the structure of common areas caused by the installation of the dish shall be promptly repaired at the owner's expense.
- Lightning strike damage to the dish and associated mounting shall be the responsibility of the homeowner.
- All satellite dish repairs, roof, siding, or chimney leaks/problems or any other problem associated with or caused by the installation of a satellite dish or its associated mountings shall be the responsibility of the homeowner.
- If installed on property maintained by the association and any maintenance requires temporary removal of the dish, the owner will be responsible for the removal and reinstallation of the dish. If the owner does not remove the dish, the association may do so at the homeowner's expense. The Association is not liable for any damage caused by the removal.
- Any installation shall comply with all town and state regulations and codes.
- Any permanent removal of a dish installation requires restoration of the location to its original condition by the homeowner.

a. Approved Satellite Dish Locations

- The approved location is within the concrete area of the patio. The height of the dish cannot exceed the height of the fence in the patio area.
- If the above location is not possible, the next location is on the chimney of the particular home. A mast may be required for mounting, which cannot exceed 10 feet. The mounting for the chimney installation and its associated mast must be approved by the Thomas Creek Board of Directors.
- If the satellite dish is mounted on the roof, it cannot be visible from the road. The preferred roof location is behind the chimney.

b. Prohibited Satellite Dish Locations

- No Satellite dish shall be mounted on the siding, soffit or trim of any home.
- No satellite dish will be permitted in any common area.

19. Propane Gas Tank Variance Specifications

- A variance request must be submitted to Crofton Associates prior to the installation of a propane gas tank, including the exact location and means of anchoring the unit to the owner's home.

- A building permit must be obtained from the Town of Perinton prior to the installation and must meet the current “Liquefied Petroleum Gas Code” requirements for the propane gas tank location.
- The tank must be hidden from neighbor’s view by erection of a fence or other structure around the tank. This fence (structure) must be painted the same color as the home’s outside walls and must have variance approval.
- Propane may be used for appliances such as a gas fireplace, range, etc., as long as the town codes are adhered to.
- Common sense must be used when installing a refillable tank so that neighbors are not disturbed when the tank is refilled.
- Underground tanks are not allowed.
- Any damage to the structure or common areas caused by the installation of a propane tank or the appliance shall be promptly repaired at the owner’s expense.
- Any permanent removal of the propane tank or appliance requires restoration of the location to its original condition by the homeowner, at his/her expense.
- The homeowner must remove the propane tank when the home is sold and restore the location to its original condition at the homeowner’s expense. An exception to this is when the new buyers state in writing (a new Variance Request) that they assume responsibility for the propane tank and the appliances connected to it.

The first priority of Thomas Creek is for the safety of the residents, visitors and community as a whole. In support of this effort, the following guidelines and restrictions apply to and will be enforced regarding the use of fire pits, grills and open flames:

1. OPEN FLAMES

- No open flames, candles or torches are to be used unsupervised or left unattended at any time on patios, decks, porches, driveways or yard areas within the community.

2. GRILLS

- The use of Gas or Electric grills are allowed by homeowners as long as the following guidelines are followed:
 - Grills are not to be left unattended with active flames
 - Grills are not to be used within 5 feet of any sided surface of a townhome or patio home. ANY damage to the siding caused by the grill will be the responsibility of the homeowner. At minimum, the homeowner will be charged for the repair of the damaged area and potentially up to the replacement of the siding of the entire home.
 - Grills are not to be used in an enclosed space. Proper ventilation must be adhered to all times.

3. FIRE PITS

- Wood burning fire pits of any kind are strictly prohibited in the Thomas Creek community.
- The use of propane-fueled fire pits will be allowed under the following guidelines:
 - When in use, any fire pit is never to be used unsupervised or left unattended at any time on patios, decks, porches, driveways or yard areas within the community.
 - Similar to gas grills, any propane fire pit in use must have a controllable flame device and the flame extinguished and propane turned off upon every use.

- Fire pits are not to be used within 5 feet of any sided surface of a townhome or patio home. ANY damage to the siding or a town home caused by a Fire pit will be the responsibility of the homeowner. At minimum, the homeowner will be charged for the repair of the damaged area and potentially up to the replacement of the siding of the entire home.
- Common sense and appropriate weather conditions should dictate the use of any Fire Pit.
- Any fire pit that causes a nuisance to neighboring properties from smoke, odor or safety concerns based on lack of adherence to HOA guidelines is prohibited.
- For the safety of the residents, visitors and community as a whole the HOA Board reserves the right to prohibit the use of a Fire Pit by any resident who does not adhere to the guidelines or has demonstrated a lack of judgement in use leading to safety concerns.

The use of Open Flames, Grills and Fire Pits is strictly prohibited by any minor (defined as anyone under the age of 18).

20. Approved Doors & Windows

- Replacement sliding glass doors must have white exterior frames. Homeowners must submit a variance request prior to installation. Homeowners may not change the size of the opening.
- Replacement windows must have white exterior frames. Homeowners must submit a variance request prior to installation. Homeowners may not change size of opening and may not add additional windows.
- All doors and trim must be painted white. The HOA is responsible for painting the doors and trim as needed.



NOTE:

- The front doors pictured in this manual are the current acceptable designs. A variance is required in any case.
- Please submit a picture of the proposed installation with your variance.

a. Approved Storm Door Styles



NOTE:

- The storm doors pictured in this manual are just two of a number of acceptable designs. We suggest you view other Association neighbor's doors for those examples. A variance is required in any case.
- Please submit a picture of the proposed installation with your variance.

b. Approved Garage Door Style

- Replacement doors **MUST** be a white steel door that is vinyl clad.
- Any door selected must conform to the standard design of the examples noted below.
- Example garage doors are located at 40 Sunburst and 2 Dearfield Ct.
- Available in Single and Double Wide Doors.
- Requires a Variance and a picture of the proposed installation.



1 Short Panel - Single and Double Car Garage

Single and
Double Car

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21. Thomas Creek Homeowners Association Master Insurance Policy

- Insurance under the “Single Entity” Concept, i.e., covering the entire home as initially built, including as applicable the wall-to-wall carpeting, lighting fixtures, bathroom fixtures, kitchen appliances, wall coverings, all machinery serving the homes and common facilities, and any other permanent fixtures. However, there is no coverage for any improvements or alterations (upgrades) of the home.
- Building coverage is on a replacement cost basis pursuant to Association bylaws.
- **\$1000 deductible.** Cause of loss is special. Blanket Building Limit.
- **Commercial General Liability** - \$1,000,000 occurrence, 2,000,000 general aggregate.
- **Directors & Officers Liability** - \$1,000,000 each occurrence with \$1,000 retained limit.
- **Umbrella Coverage** secures additional liability over the Master Policy.
- Limit of Liability - \$1,000,000
- **Self-Insured Retention** – \$10,000
- Based on customer research with homeowners, there is a lot of misunderstanding about what the Association Master Policy covers. Many homeowners believe that the association policy covers everything in the complex and that they do not need to carry any personal insurance. The Master Policy does not cover personal property or legal responsibility or building upgrades.
- **Insurance for repairs to the line from the sewer to the home, and to the water line from the home to the street, is the responsibility of the homeowner.**

22. Homeowner’s Insurance Policy Requirements

- Select a Condominium Homeowners Policy (HO-6) designed especially for the Homeowner.
- **Building Additions and Alterations (sometimes called Improvements or Betterments)** – covers the interior such as wall finishing, appliances, fixtures, household goods, plumbing, heating, finished basements and building upgrades.
- **Personal Property** - covers your own personal property up to your chosen policy limit. Be sure to choose “Replacement Cost” and “All Risk” coverage.
- **Additional Living Expense** - covers additional expenses in case you cannot stay in your home.
- **Loss Assessment Coverage** will pay up to a specified limit (typically \$1,000) for your share of a loss assessment imposed by your condominium association. This coverage is subject to the hazards covered by your policy. Increased limits are advisable.
- **Special Policy Limits** - Each policy limits certain items, such as jewelry up to \$1,000. You may purchase additional coverage for these items.
- **Liability Protection** - Coverage against liability claims and lawsuits for accidental bodily injury or damage to property of others while in your home, by your personal activities (sports) and by your children or pets. Recommended value of \$300,000 or more.

- **Medical Payments** - Pays up to \$1,000 per person regardless of your legal liability.
- **Umbrella Coverage** – Provides excess liability over your auto and homeowners policies it is advisable to take an inventory of your contents such as taking photos or video.
- It is recommended that you contact your insurance agent with any questions regarding your current homeowner's policy.

23. Deck Maintenance & Repair Requirements

- Decks are to be stained with the following product:
 - Home Depot
 - Behr – Deck Plus Solid
 - New Deck Stain: Behr SC-129 - 6/3/2019
- Decks are to be stained every 3-4 years based on wear. Vertical wood appears to last at least 4 years while the horizontal surfaces of stairs and decking last normally about 3 years.
- It is important to power wash and thoroughly dry the deck/steps before hand brushing the recommended stain. This process ensures good adhesion of the stain to the deck wood.
- A variance request is required. This request must be completed whether the owner or someone else is doing the work. The variance should list the stain to be used, and a copy of the contractor's liability insurance coverage naming "Thomas Creek Homeowners Association" and the vendor owner as additional insureds, when appropriate.
- Proof of insurance is not required if the owner does the staining.
- Make sure your contractor has the appropriate liability coverage. Remember, YOU are responsible for any damage or injury if an accident occurs and the contractor does not have liability insurance. Any questions, please contact the Property Management Co.
- If the staining schedule is not adhered to by the owner, the Association will have the appropriate work completed by September of the year the maintenance is due. The homeowner will be billed for the total cost.

24. HOA & Homeowners Responsibilities for Landscaping

a. HOA Landscape Maintenance in Common Areas

- The HOA is responsible for the maintenance of plantings in common areas. This includes plantings that have been made by homeowners with an approved variance on file. Species must be approved by the Property Mgr. and Board prior to planting.
- The HOA is responsible for the replacement of trees (not shrubs) planted by the owners with an approved variance request in common areas.

b. Plantings in Front of Homes Leading to the Entrance

- The HOA is responsible for maintaining only HOA plantings (trees and evergreens) in the front of homes, up to the entrance to the home. Plantings not maintained by the HOA are Hostas and Mums.

c. Plantings on the Side of Homes, on the Corner of Streets Leading to the HOA Campus

- The HOA is responsible for maintaining HOA plantings on the side of homes that are on a corner leading to the HOA campus. Plantings not maintained by the HOA are Hostas and Mums
- Approval of the Board of Directors is required before adding any items to beds in front of and on street-facing sides of units.

d. Plantings in Rear of Homeowner Property (Approved Variance)

- Homeowners with variance approved plantings on their property are expected to maintain their plantings so they fit in with the theme of the HOA grounds.
- Plantings are not to impede access to the vinyl siding or exceed the height of the gutter/roof lines. Plantings are to be routinely trimmed and maintained.
- Annual flowers are to be removed by the homeowner at the end of the season.
- Perennial plants are to be cut back by the homeowner at the end of the season.
- Homeowners are responsible for the removal of landscape plantings they have planted which are dead or have become diseased.
- Costs associated with the removal of plants and the return to grass is at the homeowner's expense.
- Owners will be contacted and given an appropriate amount of time to bring the above-mentioned bullets into compliance. If this is not done, the Board will have the HOA Landscaper prune the bushes and the HOA will bill the homeowner for the charges.
- Homeowners selling their homes are responsible for informing the purchaser or his/her representative of their responsibilities for the plantings made by the previous homeowners.
- **Chemical Warning Signs** placed on your property are **our** responsibility to remove. Please help keep **our** costs down by removing them from the property.

25. Landscape Expectations/Specifications

a. Property Clean-up

- Spring and fall clean-up dates will be determined by the Landscape Contractor, with the approval of the Property Management firm.

b. Spring – Contractor will:

- Remove all debris from lawn, shrub/tree bed areas.
- Clean out all window wells as well as staircases leading to the basements on end units.
- Edge all mulched areas one time in the spring and top dressed with hardwood mulch approved by the Board.

- Rake heavily matted lawn or snow mold areas, as needed.

c. Fall – Contractor will:

- Clean up leaves, shrub and tree bed areas as needed throughout the fall season.
- Pay special attention during the final clean-up of leaves to ensure that window wells as well as stairways leading to the basements on end units are thoroughly cleaned.

d. Monthly Maintenance

- All beds surrounding trees/shrubs in front of homes, sides of end units and stone beds shall be kept weed and litter-free.
- The contractor shall remove litter and debris due to ongoing maintenance from the premises. This includes the road berms and retention pond areas.
- Weed control may be by hand-weeding or weed killer to be applied as required.
- Stones shall be contained in the beds by carefully raking them back into place where appropriate.
- Trees that experience “root suckering” shall have new growth removed before it reaches approximately three (3) inches.
- Low hanging branches which impede the lawn maintenance are to be trimmed.
- Road berm (Macedon Ctr. Rd. Rt. 31), Western end (behind Triton Ct) and the Eastern end (behind Tucana), as well as the property lines of the development shall have overgrowth and underbrush trimmed down to maintain neat appearance at least twice monthly.

e. Shrub & Tree Pruning

- Trees: The date to begin pruning of trees will be based on the contractor’s assessment, but before buds are set.
- Shrubs: Pruning of shrubs will take place based on the recommendation of the contractor with agreement of the Property Manager.
- Property Clean-up: Spring and fall clean-up dates will be determined by the Landscape Contractor, with the approval of the Property Management firm.

f. Lawn Mowing

- Weekly mowing (26) per contract, with mowing day to be agreed upon by the Property Manager and the contractor.
- The heights based on the time of year as noted below:
 - 2 ½ - 3” for May -August
 - 2” from September-October
- Clippings are to be blown from the sidewalks, driveways, patios and roads.
- Trim along buildings, fences, light posts, curbs, walks and shrubs.
- Edge around the concrete patios.

26. Snow Removal Specifications

- Plowing will commence when 3” of snow has accumulated over 50% of the project, or a call for service is received from Management or its representative.

- Snowfall during the night to be cleared from roadways prior to 7:00 a.m.
Snowfall during daylight hours to be cleared by 4:00 p.m.
- All accessible parking areas and driveways to be cleaned as soon as possible after the initial clearing of roadways. Driveways and parking areas to be cleared by snow blower, Bobcat or truck with plow.
- Driveways are to be plowed as close to garage doors as possible without causing damage to the building.
- Snow in front of garage door is to be cleared when walks are shoveled.
- Snow is to be removed to within ½” of the pavement on the driveways.
- Snow is to be pushed back from driveway and roadway corners as far as possible each time plowing is done to avoid obstruction of visibility by accumulation.
- Areas in front and rear of mailboxes are to be kept clear of snow to allow for delivery and receipt of mail.
- Fire hydrants are to be marked with 4’ stakes. In the event of excess accumulation or storms in excess of 9”, fire hydrants must be cleared of snow.
- Roads to be salted upon request from the Property Manager. Plowing Contractor may use some discretion when roads/hills are icy. If not sure, call the Property Manager. Sidewalks and driveways are not to be salted. (This is a homeowner responsibility.)
- Sidewalks & stoops are to be cleared to their full width and full length. If a shovel is used, care should be taken not to pile snow on the shrubs on either side of the walkways. The area in front of the garage shall be cleared. Sidewalks need only be cleared in daytime hours.
- Drifting will be cleared when 50% or more of the Association is involved, as authorized by the Property Manager or representative of Board of Directors.
- Care should be taken to clean up the bottom of the driveways of snow after plowing

27. Procedure for Late Payments

- Payments are due on the 1st of the month with a grace period to the 10th of the month. All late payments are reviewed by the Board of Directors monthly.
- Payments not received by the 10th of the month will receive a statement of account, which includes a late payment charge of 10% of the monthly fee.
- If payment is not received by the 10th of the second month (40 days past due), a warning to lien will be sent, giving 10 days to pay the account in full.
- If the full past-due amount is not paid within the 10 days, a lien is filed with the Monroe County Clerk. This lien could negatively impact credit scores, and prevent sale and/or refinance of the property.
- If payment is not received by the 10th of the third month, the homeowner will receive a letter giving the homeowner 10 days to pay the full amount, or the account will be forwarded to collections.
- If the homeowner does not pay within the 10 days of that notice, foreclosure proceeding will be commenced.
- Partial payments are treated as late payments.

28. Sample timetable if payments are not made on account:

1/1/18	Payment due	\$220.00
1/10/18	Late letter sent	
1/10/18	Late fee assessed	<u>\$ 22.00</u>
	Balance Due	\$242.00

2/1/18	Payment due	\$220.00
2/10/18	Late fee assessed	<u>\$ 22.00</u>
2/10/18	Notice: Lien in 10 days	
2/20/18	*Lien account	<u>\$50.00</u>
	Current month's balance due	\$292.00

3/1/18	Payment due	\$220.00
3/10/18	Late fee assessed	\$22.00
3/10/18	Notice: Collections in 10 days	
3/20/12	*Send to collections	<u>\$500.00</u>
	Current month balance due	\$742.00

Total to Collections (\$239 + \$289 + \$739) = **\$1,296.00**

Amount owed for 3 months if paid on time: **\$ 660.00**