

# **The Villas at Easthampton**

## **Homeowners Association Handbook**



**Your Board of Directors is pleased to provide you with this HOA Handbook as a way to welcome new residents to our community as well as to reaffirm to current owners and residents the key aspects of living at the Villas at Easthampton.**

**The Handbook is designed to help all residents have a great living experience at the Villas, capturing in one place, helpful explanations, and expectations of day-to-day and season-to-season activities within the community.**

**Your Board is proud to be a part of the Villas at Easthampton and hope that the Handbook will help all residents to have a very enjoyable and mutually respectful experience while living in our community.**

# **Table of Contents**

<b>About This Handbook</b>	<b>Page 3</b>
<b>Living at The Villas at Easthampton</b>	<b>Page 4</b>
<b>Clubhouse and Fitness Center</b>	<b>Page 5</b>
Clubhouse Rules of Use	<b>Page 5</b>
Clubhouse Rental	<b>Page 5</b>
Fitness Center Rules of Use	<b>Page 6</b>
<b>Pool and Patio</b>	<b>Page 6</b>
<b>Exterior &amp; Grounds Responsibilities</b>	<b>Page 7</b>
Ponds & Fishing	<b>Page 7</b>
Lawn Care, Trees, Shrubs & Bed Maintenance	<b>Page 7</b>
Snow Removal and Winter Considerations	<b>Page 8</b>
Heat Tapes	<b>Page 8</b>
<b>Homeowners Association Insurance</b>	<b>Page 8</b>
<b>Exterior Lighting</b>	<b>Page 8</b>
Holiday Lights	<b>Page 9</b>
Lighting Restrictions	<b>Page 9</b>
<b>Sprinkler and Irrigation System</b>	<b>Page 9</b>
<b>Trash/Recyclables Removal</b>	<b>Page 9</b>
<b>Moving PODS and Dumpsters</b>	<b>Page 9</b>
<b>Garage and Estate Sales</b>	<b>Page 9</b>
<b>Parking – Guests and Visitors</b>	<b>Page 9</b>
<b>Pets</b>	<b>Page 10</b>
<b>Traffic and Speed Limit</b>	<b>Page 10</b>
<b>Wildlife</b>	<b>Page 10</b>
Feeding Wildlife is Prohibited	<b>Page 11</b>
Bird Feeders	<b>Page 11</b>
<b>Maintenance Responsibility Chart - Appendix A:</b>	<b>Pages 12-13</b>
<b>Reminders &amp; Suggestions</b>	
Appendices B.1, B.2, B.3	<b>Page 14</b>
<b><u>Sale or Lease of Units - Appendix B.4</u></b>	
HOA Notification Requirements	<b>Pages 15-17</b>
<b><u>Variance Requests - Appendix B.5</u></b>	
Purpose and Requirements	<b>Page 18</b>

## About This Handbook

This Handbook is organized to address topics that come up most frequently within the community or are of particular importance for residents to be aware of and to understand.

Its content is derived from the “Offering Plan” and “The Villas at Easthampton Declaration” that each resident received from the Developer upon purchasing a unit (or from an Owner upon resale or lease) and from “HOA Rules and Regulations” that have been duly established by the Board of Directors.

Please review the “Maintenance Responsibility Chart” on pages 12 and 13.

***ALL REQUESTS FOR HOA RELATED MAINTENANCE AND SERVICES SHOULD BE MADE DIRECTLY TO OUR PROPERTY MANAGEMENT COMPANY.***

The number to call is: 585-248-3840 or email: [Info@CroftonInc.com](mailto:Info@CroftonInc.com)

This Handbook is maintained electronically and will be available at the Villas at Easthampton web page:

[www.CroftonInc.com](http://www.CroftonInc.com)    <https://www.croftoninc.com/villas-at-easthampton>



## **Living at the Villas at Easthampton**



**As each resident can appreciate, a life in a community such as the Villas at Easthampton sometimes brings with it new ways of thinking about living with your neighbors. Of foremost consideration is that the Villas experience means living within a Homeowners Association governed by a Board of Directors with elected residents representing all owners. The Homeowners Association Board of Directors provides the leadership and governance framework to ensure the living experience is consistent with the Offering Plan, Declaration and HOA Rules. Your Board is in place to help set the direction of the Association as well as oversee, in conjunction with our current management company, the day-to-day operation of the community.**

**Your Board operates within this context with the goal to provide a positive experience for all residents of the Villas. Our expectation is that each resident will do their part to support and respect the By-Laws and HOA Rules designed to guide this positive experience.**

**Your Board welcomes homeowner input on where improvements can be made to enhance our community living experience. While the Board cannot guarantee that all input will be acted upon, we can assure it will be appropriately considered.**

## **Clubhouse and Fitness Center**

**Clubhouse:** The clubhouse is an integral part of the community. It is used for various meetings, gatherings, and social events. As such, it is our collective responsibility to see that it is maintained and properly cared for. Therefore, the subsequent rules and expectations are to be observed.

1. The clubhouse is for community use. Each resident has a key that provides them access to the clubhouse. The HOA employs a general cleaning service to conduct regular basic maintenance and cleaning of the clubhouse, including the restrooms and physical fitness room. However, our clubhouse will not reflect the quality of life we expect of our community unless everyone understands the fact that we (the owners) are responsible for its appearance. The expectation, therefore, is that every resident must take an active role in seeing that the clubhouse is taken care of. Think of it as an extension of your home.
2. The HOA is responsible for the proper use of the clubhouse. Therefore, the following rules apply:
  - A. According to the most recent fire marshal report, the maximum number of people allowed in the clubhouse is 108.
  - B. A resident who 'hosts' an activity or brings guests, friends, or relatives to the clubhouse, is responsible for the behavior and conduct of such.
  - C. Appliances are available to the residents. The appliances include a refrigerator/freezer, an oven, a microwave oven, and dishwasher. Guests may use the appliances as long as a resident directly supervises them.
  - D. *Guests MUST be accompanied by a resident at all times.***
  - E. The activity items in the clubhouse, like the television, the Wi-Fi, as well as the games in the cabinet are property of the HOA. We own these items, and we are responsible for their care. This means taking care that the items in our clubhouse are maintained properly. Specifically, turning off the TV as well as turning off lights and fans.
  - F. Paper goods, kitchen supplies (found in the pantry closet in the kitchen area) and such items as trash bags, plastic utensils, tableware, dishes, cups, etc. are the property of the HOA and are provided exclusively for community functions. These items are NOT provided for personal use, nor are they available to guests or those who rent the clubhouse.
3. Renting the clubhouse does NOT include renting the pool. The swimming pool may NOT be rented under any circumstances. (See section entitled, *Pool and Patio Area*)

**Clubhouse Rental:** a resident may rent the clubhouse. In the event a resident wishes to rent the clubhouse, the owner must contact the Board. The Board member to contact is listed on the bulletin board in the clubhouse. The owner will be provided with an application. Currently, there is a \$100 security deposit and a \$100 fee for the rental. These fees are set by the HOA and may change in the future. Unless there are any additional charges for material usage or damage, the deposit will be returned to the resident. Note the following:

1. Community-wide events, such as breakfasts and community sponsored parties take precedence over personal requests. If a community event is scheduled, the clubhouse cannot be rented.

2. The resident who is renting the clubhouse becomes the responsible 'host.' The resident is responsible for the behavior of the guests using the clubhouse during the rental period.
3. The resident is responsible for the 'clean-up' of the clubhouse, including washing community items in the dishwasher, vacuuming the floor carpet, mopping the kitchen floor, washing the tables, and removing the trash. The trash container is located outside the clubhouse. Maintaining the cleanliness of the clubhouse for the duration of its use is expected. In addition, the owner is responsible for the cleanliness of the lavatories. Finally, lights are to be turned off and doors locked when done. The Board reserves the right to establish additional requirements when deemed appropriate and necessary.
4. The Board reserves the right to limit the number of participants, the nature of the activity, and the period within which the activity is to take place, based on the circumstance. Note that the fire code establishes the maximum number of people who can be in the clubhouse at any one time.
5. Damages occurring during a rental period are the responsibility of the 'host' resident. The cost to repair or replace items damaged or lost during a rental period will be determined by the Board. This can mean the loss of part or all of the security deposit and/or the full cost of replacement and repair.
6. The HOA asks that residents who rent also insure that deposit bottles and cans are properly disposed of in the designated receptacles.
7. Renting the clubhouse does NOT include use of the swimming pool, nor does it allow for guests to use the Fitness Center.

**Fitness Center:** Please use the equipment as instructions indicate. If you are not sure how to use any of the fitness equipment, or you believe there is a problem with their functioning, please contact a Board member. The following rules apply:

1. No guest under the age of 18 is allowed to use the fitness room.
2. Immediate family members (son, daughter, or grandchildren) may use the fitness room if the responsible homeowner is at home or accompanies the guest.
3. The fitness room is not available to any guest attending a party or function at the clubhouse.
4. Upon departure, turn off the equipment, TV, fan, and the lights and make sure the exterior door is locked.
5. Use sanitary wipes as provided to wipe off the equipment when you are done using it.

**Pool and Patio Area:**

1. The pool cannot be rented at any time.
2. One immediate family member (son, daughter, or grandchildren) who is an adult (that is; at least 21 years of age) and one adult guest may use the pool without a resident being present. Any more than this or guests under 21 require the resident to be present.
  - Note: Due to the pool's size and the amount of existing poolside furniture, residents' use of the pool will always come first, and therefore, regretfully, there may be occasions when non-residents or immediate family members may be asked to leave.
3. Only one adult resident is required in the pool area in order for the pool to be used.
4. The Board reminds all residents of the following rules:
  - A. Food, drinks (other than water) and glassware are not permitted inside the fenced pool area.

- B. Food and drinks may be served outside of the pool area on the patio.
  - C. Smoking is prohibited in and around the pool, as well as around or in the clubhouse.
  - D. Furniture should be straightened, debris cleaned-up, flotation devices returned to their appropriate location, umbrellas should be down and secure, and the pool fence gate locked upon leaving.
  - E. Infants must wear appropriate water diapers.
  - F. Pool users are to enter and exit through the locked pool gates and not through the clubhouse.
  - G. Pool users are to use the exterior locked restrooms located in the rear of the clubhouse building.
  - H. No wet bathing suits are allowed inside the clubhouse entryway, living room or fitness room.
  - I. Pool keys are not to be duplicated. Lost keys to the clubhouse or pool may be replaced by our management company for a fee of \$25.00 for each key.
5. Please read and conform to the complete list of Pool Rules on the sign posted inside the pool area.

**Exterior Responsibilities:**

**Ponds and Fishing:**

- 1. Fishing access to all ponds and streams located on HOA property is limited to our homeowners, members of their immediate families (son, daughter, or grandchildren) and houseguests. Homeowners are responsible for their conduct at all times.
- 2. Family members under the age of 18, or houseguest of any age, must be accompanied by a homeowner while fishing.
- 3. Immediate family members over the age of 18 may fish unaccompanied by a homeowner while fishing.
- 4. No homeowner may grant permission to non-residents to fish on HOA property.
- 5. Fishing may only be conducted from the shore. Entering the ponds to fish by wading or in any type of float-craft is prohibited.
- 6. All fishing is "catch and release." Any fish caught must be immediately returned to the pond.
- 7. Fishing is only allowed during daylight hours.
- 8. All fishing activities are subject to state DEC fishing rules and regulations. Fishing licenses are required for ages 16 and above. DEC Rules state: "With the exception of circumstances noted under License Requirements, everyone 16 years or older must have a valid freshwater fishing license to fish in New York State." "This includes: 1. Anglers fishing on private waters not open to the general public. 2. Anglers that do not keep the fish that they catch. 3. Assisting an angler (including a child under the age of 16) in the act of fishing. 4. Anglers that fish occasionally (shorter term licenses are available at a lower cost)."

**Lawn Care, Trees, Shrubs & Bed Maintenance:**

A lawn care/landscaping company is contracted with by the Board to provide lawn, tree and shrub care and maintenance. This includes requesting treatment and/or replacement of stressed or dead plants, shrubs, and trees. Any additions or alterations to the landscaping REQUIRES A VARIANCE REQUEST which

must be approved HOA Board in advance. ***The Board reserves the right to limit or prohibit planting of annuals, perennials, and the placement of pots and lawn ornaments in all areas maintained by the HOA.***

**Snow Management/Winter Considerations:**

A property management company is contracted with by the Board to provide snow removal services. Residents, however, should be conscientious about making sure ice does not build-up on the walkway from their front door to the driveway. Although clearing the walkway is part of the snow removal contract, it should be understood that your walkway will not be cleared immediately, as there are many walkways to clear at once. Therefore, the Board strongly recommends that residents be proactive in making sure your walkway is clear and safe. Sweeping, shoveling, and salting your walkway is suggested when you expect visitors or deliveries, and when there may be a delay when the snow removal contractor gets to your walkway. Note that when shoveling, the Board would like to encourage residents to avoid creating hardened mounds of snow that may hinder the ability of the snow removal contractor to comply with the contract requirements. The same suggestion is made regarding the area immediately in front of the garage. In summary, any precautionary effort on the part of the residents, in combination with the efforts of the contracted snow removal company, will decrease incidents of injury cause by falling/slipping on the ice. Additionally, when a resident salt their own walkway and driveway, the Board encourages the use of Calcium Chloride products, as they are less corrosive on concrete surfaces and interior floor surfaces. Salting the area in front of the garages is recommended. Sensible salting is expected, as the resident assumes responsibility for damage to the concrete sidewalk, garage flooring, and shrubbery and grass areas damaged by salting.

**Heat Tapes:** Where residences have heat tapes the Board recommends the following. Be familiar with the proper functioning of the heat tape. When choosing to turn on the heat tape it is strongly recommended that it is done BEFORE the snow and ice build-up. The most effective functioning of the heat tape is when it is turned on beforehand. Maintenance of heat tapes is the responsibility of the owner.

**Homeowners Association Insurance:** The Villas of Easthampton have an insurance policy provided by the HOA. Its conditions and coverages are limited and do not include the interior of the home or the individual property of residents. Therefore, please refer to pages 27 and 28 in the offering document provided to you by the developer/builder at the time of 'closing'. Information about the residents' responsibilities for insurance that address interior and personal items is addressed in the "Interior Responsibilities" section of this handbook.

**Exterior Lighting:** Outside of all properties and in many locations throughout the community lighting fixtures are evident. The lighting fixtures outside the garage, at the main entrance, and on the patio (where patios exist that have outside lighting fixtures), the Board, along with the property management company, will maintain the lighting fixtures. Residents who notice lights that are not working or lights that are not working properly (as with the automatic timers and sensors) should notify the property management company immediately. Residents should **NOT** attempt to repair any lighting fixtures. Residents are responsible for certain exterior lights, that is, replacing light bulbs. Specifically, the exterior

garage light, entrance light and the lights on the patio for those with patio lights are the responsibility of the resident. Under no circumstances should residents attempt to change light bulbs in the lampposts located around the property.

**Holiday lights and decorations** are allowed provided they are not excessive. (HOA approval is not required). The Board has the right to define excessive. Decorations and lights celebrating the holiday may not be installed sooner than one month before the holiday and must be removed no later than 2 weeks after the holiday.

**Any other colored lighting is not permitted.** Clear or white light fixtures (i.e., solar lighting) for illuminating walkways and landscape areas are permissible. The fixtures should be concealed wherever possible, and light must not shine into neighbors' windows. *Any lights that are hard-wired require a variance in order to be installed.* The HOA is not responsible for damage done to any lighting fixtures installed by the owner.

**Sprinkler System:** In order to keep lawns and shrubs in good condition, there is a sprinkler system. Residents should be aware that there are sprinkler heads at various locations around the property. If a sprinkler head is not functioning properly, or if a resident believes that a sprinkler head is damaged or inoperative, please contact the property management company. *Do not* attempt to 'repair' or 'replace' a sprinkler head. In addition, the sprinkler system is managed through several programmable metered boxes that are found at specific locations throughout the community. Please do not touch these boxes or attempt to reset the program. Finally, residents should be aware that the cost for the water that is used in the sprinkler system is paid for by the HOA fees collected.

**Trash/Recyclables Removal:** The HOA contracts with an accredited trash disposal company. The company provides the trash bins and the recycle boxes.

1. Trash pick-up is presently scheduled for one day a week throughout the community.
2. The specific day of the week when all trash and recyclables are picked-up is communicated to the community annually by the Board. If events or holidays conflict with this pick-up day, please check your newsletter or email for updates.
3. Residents are expected to place their trash bin and recycle box outside in plain view no earlier than 24 hours prior to the scheduled pick-up time and no later than 24 hours after the scheduled pick-up time, return the trash bin to the garage.
4. Sizeable items that do not fit into the bin must be placed by the street curb for collection.

**Moving PODS/Dumpsters:** Installation requires a VARIANCE request stating purpose and duration of use.

**Garage/Estate Sales:** Garage sales are prohibited at the Villas at Easthampton. Estate sales require prior Board approval prior to being held.

### **Parking/ Guests/ Visitors**

**Parking for Residents & Guests/Visitors:** Residents have four official parking spaces. There are two parking spaces inside the garage and two parking spaces immediately outside the garage door.

**Turnaround areas should not be used for parking.** Please make sure that your neighbors can effectively come and go with their vehicles, unhindered by parked vehicles.

1. Guests/Visitors are welcomed to our community. However, parking spaces are at a premium. If your guest/visitor parks in your drive, please make sure that they leave ample room for your neighbors to enter and exit their own properties. Unless there is a scheduled or reserved function at the clubhouse, guests/visitors can use the available parking spaces there. In addition, be aware of sprinkler heads located in the lawns. Do NOT Park on the lawns as damage to underground sprinkler heads may occur.
2. Parking on the street should be kept to a minimum. We understand that occasionally there may not be enough space in the driveway or at the clubhouse for visitor parking. If street parking is the only alternative, please arrange the parking so as to minimize the inconvenience to your neighbors and maximize the accessibility of others.
3. No overnight parking along the private roadway within the Property shall be permitted between the hours of 1:00 AM to 7:00 AM from December 1 through April 1 of each year.
4. In addition, if you plan an event and as a result there is likely to be a large number of vehicles coming to your home, you may want to alert your immediate neighbors, and if you think it prudent, alert the Board.
5. No overnight parking of trailers, campers, or recreational vehicles.

**Pets:** Please refer to the Easthampton HOA Declaration, General Covenants and Restrictions, Article X, Section 10.02 for specific limitations and rules governing the number and type of pets allowed. Dogs must be leashed at all times when anywhere on the property.

**Traffic and the Speed Limit:** Be aware of the posted speed limit in our community. Please drive slowly and carefully. As there are limited sidewalks around the property, residents and dog walkers must often walk in the street.

**Wildlife:** The Easthampton Estates is located in a beautiful location, replete with ponds and forever-wild areas. While ours is a residential community, part of the charm of it is the wildlife. In addition, portions of the property are designated a federally protected water shed and are thereby protected. Walking through our community at various times of year offers us the opportunity to appreciate nature's bounty. Wild ducks and geese and other waterfowl visit our ponds. Turkeys and deer, as well as other animals, can also be seen regularly.

All this being said, residents should understand that there is a 'trade-off' when having wildlife enhancing the community. Occasionally they can also become pests. It is up to each owner to properly and respectfully address any behavior of our wild friends. Keep in mind that we have a diverse community; some finding the wild-life a quality-of-life asset, while other see them as a quality-of-life liability.

Maintaining a balance between the two points of view is at the heart of the Board's position on this matter. If a resident has a problem with the wildlife, the resident should contact the Board about the possibility of a reasonable remedy. However, it must be understood that the Board may not be able to address every concern to everyone's satisfaction.

Most important, the Board does not support any position that assures the elimination of wildlife from the community. There is nothing in the Offering Document or the By-Laws that indicate or imply that the Board is responsible for wildlife control. The Board will, however, work with individual owners to provide guidance and recommendations as to how the owner can best cohabitate with the wildlife.

**Feeding of Wildlife is prohibited:**

- A. **Intentional feeding of deer, geese, ducks, and any wildlife is expressly prohibited.** It encourages larger populations of undesirable animals (i.e., nuisance Canada geese and the animals that prey on them – foxes, raccoons, coyotes etc.). In most cases feeding them is also a violation of New York Dept. of Conservation regulations.
- B. **Bird feeders designed to attract songbirds and smaller birds are allowed.** Owners are asked to take a reasonable approach to the number and size of the bird feeders in use. Their placement must be confined to mulched beds or areas that do not interfere with mowing, trimming, or pruning maintenance. Owners are asked to keep the areas around their feeders clean so as not to attract larger unwanted animals or to create areas of sprouting weeds. The Board reserves the right to direct owners to remove or limit the number of bird feeders if they create unsightly conditions or otherwise create an undesirable circumstance.



**Appendix A: Maintenance Responsibility Chart**

<b><u>Description</u></b>	<b><u>HOA Responsibility</u></b>	<b><u>Homeowner's Responsibility</u></b>	<b><u>Others' Responsibility</u></b>
<b>Residence: Exterior</b>			
Air Conditioning Condenser and Pad		X	
Door Replacement: Exterior/Entry-Garage		X	
Fascia, Eaves, Shutters, Siding, Trim	X		
Foundation, inclusive of Fire Escape Egress Window Wells and All Components		X	
Gutters and Downspouts	X		
Heat Tape Repair & Maintenance		X	
Hose Bib Repair & Maintenance		X	
Lighting: exterior Garage & Front Door including replacement of fixtures, light sensors, and bulbs	X		
Patio (Installed during construction) repair of any structural damage	X		
Patio (Installed or modified by owner after initial construction)		X	
Patio: Maintenance, power washing, cosmetic repair & sealing		X	
Light Sensors (installed after construction)		X	
Locks and Doorbell Button		X	
Mailbox	X		
Painting: exterior, includes Trim, Shutters, Entry Door, Garage Door, Patio Fence & Light poles	X		
Pest Control: HOA provides bee control for building exteriors and common areas	X		
Pest Control within property line or any interior Infestation of insects, rodents, etc.		X	
Roof	X		
Water leaks from installed satellite dishes, solar tubes, or any non-vent roof attachments after original construction		X	
Sidewalk & Steps Within Property Line		X	
Siding: Replacement	X		
Snow removal from resident walkways & entrances	X		
Stone Veneer	X		
Trash Containers			X
Trash removal service	X		
Trim replacement	X		
Window cleaning; casements/screens		X	
Windows, Screens and Fire Egress Window Wells		X	
Repair of fences	X		

<b>Description</b>	<b>HOA Responsibility</b>	<b>Homeowner's Responsibility</b>	<b>Others' Responsibility</b>
<b>Residence Interior</b>			
Carbon Dioxide alarms; maintenance		X	
Fire/Smoke Alarms; maintenance		X	
Garage Door opener/mechanicals		X	
Garage Floor		X	
All HVAC systems		X	
Home/Kitchen Appliances		X	
Laundry Room vents & ducts; cleaning		X	
Security Systems		X	
<b>Water &amp; Sewer Service</b>			
Storm Drainage/Ground Water	X		
Pump Station			X
Sanitary Sewer Laterals from Homeowner Property Line to Homeowner Unit		X	
Sewer Mains and Laterals to Homeowner Property Line			X
<b>Clubhouse and Pool</b>			
Clubhouse	X		
Fitness Center Equipment	X		
Pool & Deck	X		
<b>Landscaping and Grounds</b>			
Irrigation System/Watering Service:	X		
All Lawn Service: Mowing, Trimming, Watering, Fertilizer, Weed Control	X		
Lighting: All Common Areas, Including Light Bulb Replacement	X		
Ponds & Fountains	X		
Shrub Service (Including All Areas Around Resident Homes): Trimming, Fertilizing, Watering, Weed Control	X		
Shrub Service: ALL Resident Installed Including Mulch		X	
Sidewalks (Common Area)	X		
<b>Utility Services</b>			
Cable TV underground cables			X
Telephone cables			X

## **Appendix B: Reminders and Suggestions**

### **B.1 Contacting Property Management Company – Crofton Perdue Associates, Inc.:**

When you have an issue where the previous chart shows the responsibility of the HOA, the number to call is: 585-248-3840 or email: [Info@CroftonInc.com](mailto:Info@CroftonInc.com).

### **B.2 Emergency Access:**

In the event of a significant problem, like fire, leaking gas line, a broken water line, et al, the law allows for emergency access. Under these circumstances legal access is permitted to the Property Management Company, law enforcement and the fire departments.

### **B.3 Extended Absences/Emergency Contacts:**

Residents who spend portions of time away from their Easthampton property are asked to make arrangements for a neighbor, relative or friend to monitor on a regular basis their home while they are gone. We remind residents to make arrangements for forwarding mail with the Post Office. One strategy is for the four households that make up a quad or the four households that share a driveway arrange 'coverage' for each other. Leaving a key with a neighbor is very desirable. If there is a problem in your home while you are gone, and if there is no one around who has ready access to your home to address the problem, your neighbors' homes, as well as your own, could be in jeopardy.

**B.4 LEASING and SALE of Units:** Please refer to the included memos from the Board regarding the notification requirements of intent to sell or lease a unit as well as the addendum to the lease.

**B.5 Variances:** Please refer to the included memo from the Board regarding variance requests – purpose and requirements.

## APPENDIX B.4

### Subject: HOA Notification Requirements of Intent to Sell or Lease Your Property

The Villas at Easthampton Homeowners Association requires that all homeowners who intend to Lease or Sell their property must notify the Association's Management Company (Crofton Perdue Associates) at least five (5) business days prior to listing the property for Lease or Sale.

This notification alerts the Management Company and the Board of Directors so that appropriate steps are taken to assure that Unit Owners, Realtors, Buyers, and Lessees are aware of their responsibilities to the HOA as stipulated in the Declaration, By-Laws and Rules and Regulations of the Association. Copies of these documents must be provided to Lessees or Buyers before they may occupy the Unit. It also allows us to keep our contact information current.

#### Notification of Intent to Sell

The Unit Owner or legally authorized agent must provide written notification to be received by the Association's Management Company at least five (5) business days before a property is listed for sale. The notification must include the full contact information (name, agency, address, telephone numbers, email address) of the selling agent and the **current contact information** of the seller or their legal representative.

#### Notification of Intent to Lease and Addendum to the Lease

1. The Unit Owner or legally authorized agent must complete the attached "Notification of Intent to Lease" document and deliver it to the Association's Management Company at least five (5) business days before a property is listed for Lease.
2. **Addendum to the Lease** – The Unit Owner is also required to include the attached "Addendum to the Lease" as part their lease agreement with the Tenant. A copy signed by the Tenants must be provided to the Association's Property Management Company within 48 hours of signing a lease.

If you are currently listing your property for Sale or Lease and have not notified the Association's Property Manager with the required information, please do so within five (5) business days from receipt of this letter.

Please direct any questions regarding this information to Mike Reinhard at Crofton Perdue Associates, 585-248-3840, [mike@croftoninc.com](mailto:mike@croftoninc.com).

Board of Directors, Villas at Easthampton HOA

**Subject: Notification of Intent to Lease – The Villas at Easthampton**

The Board of Directors requires that this document be completed and signed by any Villas at Easthampton Lot Owner intending to lease their property. **It must be received by the Association’s Property Management Company five (5) business days prior to listing the property for lease. Failure to do so may result in action to prevent potential Tenant(s) from occupying the Unit.**

Unit Owners have specific responsibilities when leasing their property and must comply with all provisions of the Villas at Easthampton Declaration, By-Laws and Rules and Regulations. Specific attention is called to the following Sections pertaining to a lease:

**Section 10.16 Lease of Entire Unit Only.** An Owner shall not lease any portion of a Unit (other than the entire unit).

**Section 10.17 Initial lease term of Unit.** No lease of a Unit shall be for an initial term of less than six (6) months.

**Section 11.08 Owner Responsible for Tenants and Guests.** *Any lease of a Unit shall provide and specify in writing within the lease specific reference to the “Declaration” and that the tenant shall comply in all respects with the terms of the Declaration, By-Laws, and rules and regulations of the Association.* If a tenant or any guest of a Unit Owner or Tenant is in violation of such Declaration, By-Laws or rules and regulations, the Board of Directors shall so notify the Owner of the Unit which such tenant occupies in writing by certified mail, return receipt requested. If the violation is not cured or eviction proceedings are not commenced against the tenant within 14 days after the Owner has received notice of such violation, and diligently pursued thereafter, The Board of Directors may pursue any remedies which it may have pursuant to Section 11.02 of this Declaration.

Upon signing the lease, the Lot Owner will provide a copy of the Declaration, By-Laws and rules and regulations. A copy may be obtained from the Association’s Property Management Company.

**Tenant Information.** Within 48 hours of signing of a lease, the Unit Owner will provide to the Association’s Property Management Company, complete contact information of Lessee(s) and the individuals who will occupy the residence if different than the lease signatures.

**Addendum to The Lease:** The Unit Owner is also required to include the attached “Addendum to the Lease” as part their lease agreement with the Tenant. A copy signed by the Tenants must be provided to the Association’s Property Management Company within 48 hours of signing a lease.

The undersigned Unit Owner(s) hereby acknowledge that I (we) understand and will comply with all provisions of this notification and the Villas at Easthampton Declaration, By-Laws and rules and regulations.

\_\_\_\_\_  
Owner/Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Landlord

\_\_\_\_\_  
Date

**The Villas at Easthampton**

**ADDENDUM TO THE LEASE**

**This must be received by the Association's Property Management Company, five (5) business days before the Unit is to be occupied.**

This Addendum becomes part of the Lease agreement for the term entered into by the named Lot Owner(s)/Landlord and Tenant(s) for lease of the Property located at \_\_\_\_ Maryview Drive, Webster, NY.

This will acknowledge that the Lot Owner(s)/Landlord has provided the Tenant(s) with a copy of the Villas at Easthampton Declaration, By-Laws and Rules and Regulations and that each agrees to comply with all provisions of these documents. Additionally, both parties will comply with the following conditions:

**Use of Premises**

- a. The Unit shall be occupied as a private dwelling by the Tenant and immediate family members of the Tenant and used for no other purpose.
- b. The Tenant will have access to the common areas of the HOA, including pool, exercise equipment, Clubhouse and may attend special breakfasts, luncheons, dinners, and social activities. The Landlord will not have access to these amenities as long as the Tenant resides in the Unit.
- c. Tenants may not participate in Annual HOA Meetings, Board Meetings, Voting, or any other function which requires Homeowner participation.

**No Subletting**

- a. The Lot Owner/Landlord, Tenant, their heirs, legal representatives, and successors shall not assign, sublet, or permit others (other than those named in the lease) to use all or any part of the Unit, mortgage or otherwise encumber this lease. Changing of Tenants by the Lot Owner/Landlord requires that a new lease be initiated.

**Excessive Noise / Disturbances / Grievous Violations**

- a. Tenant(s) shall be forbidden from causing excessive noise, resulting from playing stereo equipment, television, radio or loud parties, or any other grievous violations of the HOA Declaration and Rules and Regulations. If at any time, the police are required to respond to the Premises more than once, the Landlord may choose to terminate Agreement with thirty (30) days written notice.

**Keys** – Keys to the Unit, clubhouse and pool shall be provided to the Tenant by the Unit Owner/Landlord. The HOA is not responsible for replacement lost keys. Replacement keys must be provided by the Unit Owner/Landlord at their expense. Pool and clubhouse keys MUST be surrendered the Unit Owner/Landlord upon lease termination.

\_\_\_\_\_  
Tenant Date Landlord Date

\_\_\_\_\_  
Tenant Date Landlord Date

## APPENDIX B.5

**Subject: Variance Requests – Purpose and Requirements**

HOA Covenants & Restrictions as outlined in the Offering Plan & Declaration define the circumstances that require a variance approval.

Approval in writing must be obtained from the Board of Directors before work on any project begins. Failure to follow the approval process can create serious & costly problems for both the HOA and Homeowner.

**The Variance Request Process is in place to assure that:**

- All projects are well defined and conform to HOA Covenants & Restrictions, material quality, architectural & landscape conformity, safety concerns and are completed in a timely manner.
- Projects do not encroach upon HOA common property or another homeowner's property.
- Contractor liability insurance is in force and sufficient to protect both homeowner and HOA.
- Approved variances clearly stipulate Homeowner and HOA accountabilities for future repair and maintenance responsibility for the modification.
- A record of the variance is created and becomes part of the property history.

**A Variance Request must be submitted for all changes or modifications to:**

- **The exterior of the Buildings** (e.g. windows, doors, paint, patios, anything screwed, nailed or otherwise affixed to the building exterior, fences, etc.)
- **Grounds** (e.g., shrubs, trees, new beds, or changes to existing beds)
- **Common Elements** (e.g., satellite dishes or anything mounted on the roof, mailboxes, retaining walls, walks, asphalt, etc.)
- **Use of Temporary Equipment & Heavy Equipment** used on or crossing over HOA property, lawns, driveways, etc. (e.g., **construction dumpsters, moving pods**, dump trucks, excavating equipment, etc.)

Variance Requests should be submitted directly to Crofton Perdue Associates via mail, fax or online via The Villas at Easthampton link on their website: <https://www.croftoninc.com/villas-at-easthampton>

Crofton Perdue will review requests for completeness and forward them to the Board of Directors for disposition.

Your Board makes every effort to respond promptly to all variance requests. Homeowners can expedite the process by assuring that submissions are complete and include all required information and documentation.

If you're in doubt about the need for a variance or how to apply, please ask. Direct questions to Crofton Perdue Associates, Inc. or to a member of your Board of Directors.

We appreciate your understanding and adherence to this policy, as we all benefit from compliance.

Thank you,

Board of Directors, The Villas of Easthampton HOA