

## **HOMESTEAD VILLAGE HOMEOWNERS ASSOCIATION**

**TO:** All Homeowners and Renters  
**FROM:** HVHOA Board of Directors  
**DATE:** September 25, 2017  
**SUBJECT:** Updated Rules and Regulations

The following amended Rules and Regulations have been designed to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community, as well as to promote harmonious living in Homestead Village. This Handbook is intended to present guidelines for neighborly conduct and to familiarize residents with the Rules and Regulations. Within the By-Laws, the Board of Directors is given the authority and responsibility to establish Rules and Regulations that may be amended from time to time. The Rules apply to all owners and their families, tenants and guests. The Rules are automatically a part of each lease, and each owner is responsible for making sure their tenants have a copy of the Rules and follow them. The Rules and Regulations are a legal document and all residents (whether owners or tenants) are bound by the amended Rules and Regulations included within.

A condominium community can be thought of as a small town and as in any well-run community, it is necessary to have Rules and Regulations to protect the quality of life of the residents. Without clear guidelines for the behavior of its residents, a community is likely to deteriorate in safety, appearance, and property value. At the same time, successful community living depends on the willingness of the residents to be considerate of one another and to have the common good of the community as a primary concern. Communities where residents cooperate and voluntarily observe the Rules and Regulations usually have an excellent quality of life as well as steadily increasing property value.

Homestead Village Rules and Regulations have been designed to ensure that our community will continue to be a safe, beautiful, and enjoyable place to live as well as a solid investment for each property owner. At the same time, it is expected that Homestead Village residents will work together to establish successful and cordial living conditions. While a process has been created for formal complaints to the Board of Directors, it is hoped that the first step for any resident having a problem with the behavior of another resident would be a one-on-one, neighborly conversation. It is hoped that formal complaints to Management or the Board will be made only when such a conversation fails to produce acceptable results. The Board of Directors will not serve as the referee. The discretion of the Board will prevail when interpretation is necessary. Please review and abide by the updated Rules and Regulations so that you are able to avoid any violations. Not knowing these Rules is no excuse and violators will face the fines prescribed in the Rules and Regulations. Please remember that there are restrictions regarding the kinds of improvements or changes that can be made to the exteriors of our buildings, and to what we can and cannot do to the common elements surrounding our buildings.

Thank you for your cooperation. Let's work together to maintain our desired way of life at Homestead Village.

*THE HOMESTEAD VILLAGE HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS*

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**HOMESTEAD VILLAGE HOMEOWNERS ASSOCIATION**  
**Rules and Regulations**

Introduction

The following Rules and Regulations have been adopted by the Board of Directors of Homestead Village Homeowners Association in accordance with the Association's Covenants and By-laws, as well as local, state and federal laws, to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life. These rules and regulations do not replace the By-laws, which the Board of Directors uses as its primary governing document. Both documents are in force. In case of a conflict between the wordings of the documents, the By-laws will prevail.

The Rules and Regulations shall apply to all homeowners, their residents, family members, tenants, occupants, agents, visitors and guests, and shall be enforced by the Board of Directors in accordance with the Covenants and By-laws.

Homestead Village is a special community consisting of four condominium associations, each having its own board of managers. The Homestead Village Homeowners Association (HVHOA) encompasses these four associations as they relate to common elements. Accordingly, HVHOA's prospectus shall serve as a guideline for the Rules and Regulations, which govern the four condominium associations.

The prospectus for Homestead Village is a legal document, which authorizes the Board of Directors to institute legal actions to enforce compliance with the provisions of the declaration and By-laws, as well as the Rules and Regulations established therewith. **All** Rules and Regulations published here are legally binding if or when legal enforcement becomes necessary.

In the event it becomes necessary for the Board of Directors to bring any lawsuit or other proceedings to enforce its right to make repairs, to correct conditions, or to collect any sum due on account thereof, the board shall also be entitled to collect reasonable attorney's fees in connection with such suit or proceeding.

It is helpful to know the differences between the individual condominium concerns and overall association matters as they relate to the enforcement of the Rules and Regulations of Homestead Village. The Homestead Village Homeowners Association (HVHOA) handles business related to the common properties of the entire community: repair of damaged pavement, cement, patios, discharge basins, walkways, outdoor lighting, fences, swimming pools, tennis courts, trash and snow removal, outdoor water, landscaping and all safety issues. The HVHOA is also charged with enforcing the By-laws and the Rules and Regulations of Homestead Village.

Condominium Association Boards I, II, III, and IV handle matters relating to the individual buildings, such as roofing, painting, conformity of buildings and safety issues.

## 1. HOME USAGE, MAINTENANCE and REPAIRS

1. All homes shall be used for residential purposes only.
2. All homeowners who rent to a tenant shall: (a) provide the tenant with a copy of HVHOA's By-laws and Rules and Regulations, (b) include in the lease agreement a provision that the tenant has been given said copies, has read and understood them, and agrees to abide by these documents, (c) notify the Board of Directors in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants, and (d) provide to the Management Agent and/or the HVHOA Board of Directors the name of any agent retained by the unit owner to manage the unit for him/her. The unit owner is responsible at all times for the enforcement of HVHOA's established guidelines. No short-term (less than 30 days) rentals, timeshares or "Airbnb" type of rentals are allowed. Airbnb rentals are a violation of Section 1445-181 of the Village of Warwick Zoning Law.
3. Homeowners, members of their families, their employees, guests, pets and tenants shall not use or permit the use of their homes or common elements in any manner that would be illegal, disturbing or a nuisance to other homeowners. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof.
4. Disturbing noises or vibrations that would unreasonably interfere with the rights, comfort or convenience of other unit owners is prohibited. Televisions, stereo units, radios, musical instruments, exercise equipment and power tools are not to be used or played at such a volume or time that will annoy or disturb other homeowners. Loud voices or noisy pets will not be tolerated. Additionally, offensive decorations or signs, as well as certain actions or expressions of adults or children (of a trainable age) including disrespectful remarks or obscenities will not be tolerated. You will be assessed a fine of \$50.00 per occurrence if you are in violation of this rule.
5. Fireworks are prohibited. This includes firecrackers, lighted displays and airborne rockets.
6. Any damage to buildings, grounds, or other common areas or to equipment by any owner or their guest, any tenant or their guest, family member, or pet shall be repaired at the expense of the unit owner. This charge will be assessed in addition to a fine of \$100.00. Unit owners are fully responsible for the actions of their tenants, family members, guests and pets, and will be held accountable for any damage done to the property.
7. Interior alteration and improvements to a unit can be made without the consent of the Board of Directors insofar as the alterations and improvements do not undermine the structural integrity of the building or affect the common elements in which the unit is located. Please check with the Village of Warwick for any permits that may be required.
8. All maintenance, including all electrical repairs, plumbing and stoppages, interior home painting, decorating, repairs and replacements of windows and/or doors, heating and air conditioning, pipes, wires and conduits located within and without the home, shall be made by the respective homeowners at their own expense. The repairs of all appliances within the home are also the responsibility of the homeowner.
9. Replacement of any unit's windows, doors, garage doors, storm/screen doors, or patio doors must conform to those currently used in the complex. There can be no variation of the style or material without written approval from the Board of Directors.
10. All changes proposed by the unit owner to the exterior of his/her unit shall be submitted in writing to the Board of Directors. All requests shall include a written description and a diagram of the proposed changes, and must be signed by the unit owner. Once written approval has been received from the Board and changes have been made, the unit owner must contact the Board so that a final inspection may be made and signed off by the Management Agent.
11. Painting of any unit's exterior window surfaces, walls and garages is prohibited. You may paint your front door by picking up the correct color from the management office.

12. Neither the exterior of any unit nor any of the grounds shall be altered in any way without written approval from the Board. See Item 5, "Use Of the Common Elements" below for clarification of this Rule.
13. No window air conditioners are permitted in the units. You are permitted to use a portable air conditioner that does not extend outside the window.
14. Maintenance and operation of the fixtures and replacement of the light bulbs for a unit's front and back porch lights is the sole responsibility of the homeowner.
15. Winter holiday decorations, including lights and other exterior displays may be put up no earlier than November 1<sup>st</sup> and taken down no later than the following January 30<sup>th</sup>. Care must be taken so as not to damage the buildings or common areas. Only outdoor electrical cords are permitted and may not cross walkways or sidewalks. No lights are to be placed on trees, but may be placed on the shrubs directly in front of the individual units. Front door decorations are permitted provided that the same are in good taste, subject to the discretion of the Board of Directors, and the decoration may not cover the unit number.
16. Notwithstanding anything to the contrary and in accordance with Public Law 109-213 (HR42), nothing shall prohibit any unit owner from displaying one portable, removable United States flag in a respectful way. In addition, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, you may display, in a respectful way, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.
17. Wind chimes, thermometers and other types of exterior hanging decorations are permitted but are limited to a maximum of four items. They should not be attached to the vinyl siding, the gutters or in any way that damages the exterior of the unit and should be discreet, tasteful and visually agreeable to the public. Wind chimes can be annoying to tenants whose bedrooms are at the front of the building. Please consider your neighbors. Please remove wind chimes in a storm.
18. Bird feeders and bug zappers are not permitted.
19. Small decals placed on windows indicating a security system exists on the property or a pet or child finder decals are permitted.
20. The individual condominium Board of Managers and the HVHOA Board of Directors and its agents, employees and contractors, shall have a right of access to any unit and all portions of the common elements for the purpose of carrying out any of its obligations.

## 2. PETS

1. Dogs, Cats or pets of any kind are **NOT** permitted to roam the grounds of Homestead Village unless they are leashed. **This is also a Village of Warwick ordinance.** Electronic dog collars are **NOT** permitted in Homestead Village.
2. Dogs must be curbed. Dog walking is **NOT** permitted on designated wetlands. This is a Federal/State offense and is subject to fines. Please be courteous and stay a reasonable distance from other homes when walking pets.
3. Pet owners are responsible for the immediate removal and disposal of any deposits from their pets on any of the common areas. Dogs may not be walked on grassy areas near your neighbors' units. There are Leash and Scoop Ordinances both in Homestead Village and The Village of Warwick. Please Obey the Law! Failure to do so will result in a fine of \$50.00 for the first offence for each pet, and \$100 for each offense thereafter. Cat owners are also subject to fines for each cat that becomes a nuisance to other homeowners.

4. Owners having animals assume full responsibility for personal injury or property damage caused by the pet. Each animal owner indemnifies the Association and its agents and holds them harmless against any loss, claim or liability of any kind or character whatsoever arising from, or growing out of, having an animal in Homestead Village.
5. Pets are not allowed to be tied or chained outside unattended.
6. Pet owners are responsible for preventing any disturbing noise by their pets or any other interference with the rights, comforts and conveniences of other residents.
7. Pets must be vaccinated and licensed with the Town of Warwick.
8. It is NOT permitted to use sewers for the disposal of droppings or kitty litter.
9. If there is a complaint about a dog not on a leash and disturbing other people, a letter of complaint must be sent to the Board via the office. The Board will take the necessary disciplinary action. Penalties would include a \$50.00 fine for a first offense and \$100.00 for a second offense.
10. Feeding bowls for animals may not be left outside as they attract pests and stray animals and compound the “clean-up” problems.

### **3. HOME SELLING AND CLOSINGS**

1. “For Sale” signs are NOT permitted on the grounds of Homestead Village. Real estate and private “For Sale” signs are permitted in the individual unit’s window only. Anyone placing signs on their property will have their signs removed and the homeowner involved will be fined for each sign connected with their unit in the amount of \$30.00.
2. Open house signs will be permitted to be displayed on Sunday only, between the hours of 12:00 to 4:00 PM and must be removed immediately thereafter.
3. Sellers must contact the Managing Agent for the verification of common charges.

### **4. MOTOR VEHICLES (INCLUDING MOTORCYCLES)**

1. Parking in Homestead Village occurs on a first come, first serve basis. There are no assigned parking spaces except in Condo II and Condo IV, where homeowners with garages are entitled to the space directly outside their garage doors. (This is considered a restricted common element).
2. Only those vehicles that are currently registered, inspected and tagged are permitted to be on the roads and driveways of Homestead Village. Violators will be towed at the sole expense of the vehicle’s owner. If you think your vehicle has been towed, kindly contact Specht’s Towing Corp. @ 845-986-3191.
3. Homeowners and tenants, upon acquiring their unit, must call the Management Agent to register their vehicles and request parking stickers.
4. Overnight parking of commercial vehicles on Homestead Village property, defined as a vehicle with lettering (signs) on its body, or is taller than 8’ is, strictly prohibited. Ladders, ladder racks, tool boxes, protruding equipment and snowplows are also prohibited. Additionally, the parking of boats, campers, recreational vehicles, snowmobiles and trailers on Homestead Village property are also strictly prohibited. Failure to comply with these rules will result in your vehicle being towed at your sole cost and expense.

Requests for special permission to park boats, campers, recreational vehicles, snowmobiles and trailers on Homestead Village property, for the purposes of cleaning or making ready for usage, must be made in writing to the office by mail, email, fax or hand delivered. If approved, a permit will be issued on a first come first serve basis, which will allow up to 72 hours from date and time of issuance of permit. The permit will indicate the days requested and must be clearly displayed on the boats, campers, recreational vehicles, snowmobiles or trailers. [Note: you must be a resident (or renter) of Homestead Village to request a permit] Once the permit has expired, the boats, campers, recreational vehicles, snowmobiles or trailers must be removed from Homestead Village property. Boats, campers, recreational vehicles, snowmobiles or trailers found without a permit or with an expired permit, will be towed at your sole cost and expense.

5. It is recommended that Motorcycles park horizontally against the curb line, so as not to take up a full parking space. Motorcycles, motorbikes, mini bikes, mopeds or any other terrain vehicles, shall not be parked or stored on patios. Motorcycles require a metal plate under kickstands when parked in association parking lots.
6. At no time is driving or parking permitted on the lawns or on the patios. In cases where vehicles are found to be in violation, fines will be issued in the amount of \$50.00. Any towing will be made at the owner's expense. Any damage caused by the vehicle will be repaired at the owner's expense.
7. On the private roads of Candlestick Court, Weathervane Way, Olde Wagon Road and Vicky Fox Trail, parking is limited to one side of the street. Violators will be towed at the owner's expense. Parking is prohibited at any time along the outgoing side of Homestead Village Drive. This is a Village of Warwick ordinance.
8. In order to allow for the snow plows to do their job properly, it is imperative that once your driveway has been plowed, you move your vehicle out of the driveway so that the snow plow can thoroughly plow the area on the second attempt. In parking lots, it is requested that you move your vehicle to a cleared area so that the plow can completely clear the lot on their second attempt.
9. No adult or child shall use, nor shall any adult permit a child for whom he or she is responsible, to use the condominium parking lots as a playground or as a site for any sport games or play, whether alone or with others.
10. The interior roadways, parking areas and driveways shall not be used for storage or long term parking for any motor vehicles. (Motor vehicle is defined as a car, truck or motorcycle). Long term parking is defined as "no more than 15 days." If your vehicle has not been moved by the 16th day, your vehicle will be towed at your sole cost and expense. If you plan to go on vacation and your vehicle will be left in a parking area longer than 15 days, please notify the office with your license plate number and date you will return, so that we are aware that you are away and will not tow your vehicle. Additionally, vehicles without a current registration or license plates or which are inoperable are prohibited from the premises, (except that such vehicles may be kept in a homeowner's garage). These vehicles will be removed at the owner's cost and expense.
11. Drivers are asked to observe common courtesy, especially in the early morning or late evening hours. Slamming car doors, unnecessary blowing of horns, excessive running of engines, loud radio playing etc. are disturbing and are prohibited.
12. No repair or extraordinary maintenance of automobiles or other vehicles may be undertaken on any of the Common Elements (i.e., roadways, parking lots or driveways in Homestead Village). If you violate this rule you will be charged a fine of \$500.00. Minor vehicle repair work, including oil changes, shall be permitted in emergency cases only, provided that the area is cleaned after repairs have been completed.
13. In Condo IV, no resident shall park more than two (2) vehicles in the exterior parking lots at any one time without the prior consent of the Board of Directors. No resident may park any vehicle in the driveways leading into the respective parking lots.
14. No inoperable vehicle may be stored on the property. Such vehicles must be removed from the property immediately upon notice from the Office Manager. If the vehicle is not removed it will be towed at the homeowner/tenant's sole expense.

15. No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets or in the driveways to dwellings. No vehicle shall be left parked and unattended in the street, along the curb, in front of dumpsters, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (fire, EMS) or service vehicles.
16. If someone is physically disabled the Office Manager will accommodate special requests for handicap parking signs.
17. The speed limit in this complex is 25MPH on Homestead Village Drive and 15MPH on Olde Wagon Road. All stop signs at intersections must be observed.
18. All "One Way" signs must be adhered to. Backing down roads the wrong way is dangerous and violators will be fined accordingly.

## **5. USE OF THE COMMON ELEMENT**

1. The common elements shall not be obstructed, littered, defaced or misused in any manner.
2. Every homeowner will be liable for any and all damage to the common elements and the property of the condominium, which shall be caused by said homeowner or such other person for whose conduct he is legally responsible. Damage done to the common element, by any object, will be repaired at the expense of the homeowner.
3. Patios and decks are restricted common elements. Only appropriate outdoor items are to be used and kept neatly on your patio/deck, including children's toys, sandboxes, bicycles etc. Patio furniture must be restricted to the patio or deck and shall not be placed on the grass. Items such as gym equipment, doghouses, and storage chests, portable swimming pools, permanently installed umbrellas, and other similar pieces of equipment are not allowed on the common elements.
4. Storage chests, as mentioned in item 3 above, are to be of a similar style as the Rubbermaid type of storage units. Vertical chests are not to exceed 5' x 3' x 6.5' and deck boxes are not to exceed 3.5' x 2' x 2'. No more than one (1) of each will be permitted on your patio or deck.
5. Existing cement patio or porch foundations are not to be altered or replaced by homeowners, without first getting written permission from the Board of Directors. Existing patios may be extended, but no more than 3' from the original size as shown on the Offering Plan, with non-permanent materials, such as pavers, stepping-stones, or approved beds and plants.
6. Firewood shall be stored on patios in racks, not touching unit siding or any wooden surfaces, and not on lawn areas. There is a quarter-cord limit on the patio-deck because of the weight.
7. Use of barbeque grills is restricted to patios and should be placed a safe distance from units to prevent building siding from being scorched or burned.
8. It is prohibited to hang garments, rugs, etc. from the windows, building, or to string clotheslines on or over the common elements, or to use any of the common elements for storage purposes.
9. No one shall post any advertisements or posters of any kind, in or on the community or on the mailboxes, except as authorized by the Board of Directors. This is a federal offense and subject to a fine of not less than \$500.
10. No homeowner may alter the landscaping located on the common elements. The cutting of any tree, dead or alive, is not permitted in any Common Area.

11. Homeowners and Residents are allowed to plant and maintain flowers in the garden area directly in front of their unit (and directly in the back of your unit in Condos 2 and 3) without requesting approval unless the landscapers find the plantings to be problematic. Weeding of these plants will be the responsibility of the homeowner. Vegetable gardens are allowed in planters only. In addition, flower bed ornaments, trellis, solar lights, planters, etc., may be placed in the beds and must be harmonious with the landscaping. Planters and trellis are not to be placed against the building and must be free standing and removable. If the Association deems these items unsuitable, they will be removed by the Association and the homeowner will incur all costs to restore the area. Energy efficient solar lights, used along pathways for added safety purposes, are permitted. Solar lights may not exceed 6.5" x 6.5" x 20". Tiki torches or any other type of temporary lighting are not allowed.
12. Fencing may be placed around air conditioning units at a maximum of 42" in height. Border garden fences and brick or stone borders (with a maximum height of 20") may be put in planting beds, but not on the grass areas, so that the grass can be mowed. Any fencing must be removable (not cemented into the ground).
13. Garage sales, yard sales or tag sales are not permitted in Homestead Village.
14. No building, fence (except as stated in #12 above), wall, or other structure, or change or alteration to the exterior of the homes or in landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration thereto, be made until the plans and specifications showing the nature, kind, shape, height, materials, color and locations of the same have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the HVHOA Board of Directors or by an architectural committee, composed of three or more representatives, appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this article will have been deemed to have been fully complied with. Consent may be requested by mailing a letter; certified mail return receipt requested, to the Managing Agent or to HVHOA Board of Directors, P.O. Box 515, Warwick NY 10990, or by email at [hvhoa@optonline.net](mailto:hvhoa@optonline.net).

## 6. POOLS

1. **Regardless of the time of day, if the pool gate is locked or there is no lifeguard on duty, the pool area is off limits to everyone.** Anyone observed in the pool area will be fined \$500.00 per person, per occurrence. If necessary, the Police will be called to obtain positive identification. This regulation is critical for the protection of every individual, for insurance purposes and Board of Health regulations. Any unauthorized personnel will also be responsible for the cost to damaged property while trying to gain entry to the area. Homeowners are responsible for violations by their tenants/guests.
2. Every person entering the pool area, whether or not they are bathers, must have a wrist band pool pass. A lost wrist band can be replaced at a cost of \$25.00 each.
3. The lifeguards are not baby sitters. At no time should they be asked to mind your child while you leave the pool areas or use the rest rooms.
4. The lifeguards have total responsibility in maintaining the pools and enforcing the Rules and Regulations. They have the authority to remove anyone from the pools if the situation warrants.
5. Any child using the kiddy pool **MUST** be accompanied by an adult (18 years of age or older). Children sitting in the pool without adult supervision will be asked to leave.
6. Only those swimming devices used to aid a child or adult in keeping afloat will be permitted in the pool. No chaise lounges, beach balls, or rubber tires are permitted in the pool at any time.
7. No horse playing or diving is allowed

8. Please refrain from using the concrete walkways for sunbathing.
9. Children who are not potty trained or are recently potty trained, must wear plastic pants over their diapers or under their swimming suits. Any unsanitary accidents will result in the pool being closed until it can be cleaned, sanitized and re-inspected. Should the unsanitary condition be determined to be caused by your child, then the homeowner will be responsible for any and all expenses incurred for the draining, cleaning and refilling of the pool.
10. Children under the age of 12 in the pool area must be accompanied by an adult 18 years of age or older who must remain with the child at all times.
11. At no time are dogs, bikes, in-line-skates or skateboards, tricycles or any kind of ride-on toys allowed in the pool areas.
12. If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.
13. No glass containers are permitted.
14. Only personal music devices with headphones will be permitted.
15. No loud or profane language is allowed.
16. No alcoholic beverages are allowed.
17. Any violation of the above Pool rules, with exception of violation of the locked pool rule at a charge of \$500, will be charged \$30.00 per rule violated.
18. Smoking in the pool areas is prohibited.

## **7. TENNIS AND BASKETBALL COURTS**

1. Wrist bands are necessary for use of the tennis courts. Anyone without a wrist band will be asked to leave the tennis court/basketball court areas.
2. Pets of any kind, bikes, skateboards, in-line skates, strollers, tricycles, ride-on toys, etc, are not permitted on the courts. In addition, writing on the tennis courts with chalk is not permitted.
3. If it is witnessed that you have violated any of the items under rules 1 & 2 above, you will be fined as follows: 1st violation is a warning letter; 2nd violation \$25; 3rd violation \$50; and 4th violation is \$100.
4. Sneakers or tennis shoes are the only footwear permitted on the courts.
5. Basketball nets must remain attached to the backboard hoops and are not to be pulled or tugged apart.
6. Littering is prohibited.
7. Vehicles are to be parked on Homestead Village Drive when using the courts. At no time are they to be parked in the driveway or on any of the grassy areas.
8. No food or glass containers are allowed.
9. No alcoholic beverages are allowed.

## 8. GARBAGE

1. Garbage is picked up three (3) times per week: Monday, Wednesday and Friday.
2. For Condos I and III, all garbage must be in plastic bags with ties and placed into the garbage pails or dumpsters if available in your locations. If the pails or dumpsters are full, please keep your garbage inside your home until garbage pickup day. Leaving garbage outside the garbage pails will invite unwelcome animals to dinner.
3. For Condo II, all garbage must be in plastic bags with ties and placed into covered garbage receptacles. Empty receptacles must be picked up as soon as possible and returned to garages or the back, (not the front) of units. Please do not leave any plastic bags outside receptacles prior to pickup.
4. For Condo IV, all garbage must be in plastic bags with ties and placed into the dumpsters. Please do not leave garbage outside of dumpsters if they are full, please keep garbage inside your home until garbage pickup day. **Dumpsters are not to be used for bulk garbage/construction materials.**
5. As stated above, no bulk items or construction materials shall be placed in dumpsters. Disposal of bulk trash items are unacceptable as they take up too much room in dumpsters and prevent your fellow homeowners of disposing of their garbage. Trash haulers are also reluctant to take these items. **The Association shall impose a fine in the amount of One Hundred Fifty Dollars (\$150.00) per occurrence, against the homeowner (renter) responsible for putting bulk items and/or construction materials in the dumpsters.**

The following items are considered unacceptable bulk trash items:

- Construction materials in excess of 10 lbs
- Any construction material generated by a contractor
- Tires, windows, patio doors, shower doors.
- Bricks, concrete, decorative tiles
- Appliances (refrigerators, air conditioners, freezers, heat pumps, water heaters, dehumidifiers).
- Furniture, televisions, computers, electronic equipment.
- Mattresses and carpeting.

Arrangements for removal of bulk/trash items must be made with the office.

## 9. RECYCLING

1. Recyclables are picked up every Wednesday. The bins should be left curbside for pickup. The recycle bins must be removed from the curb area by the end of day. Please contact County Waste at 845-355-4500 if you would like a recycle bin, or you can use your own type of recycling container.
2. Should you miss the recycle pickup, you can bring your recyclables to the Town of Warwick recycling center located on Kings Highway between Town Hall and Merchant Square. The site is opposite the Police Department and the Animal shelter.
3. Household furnishings, such as large appliances, carpeting, water heaters, barbeques etc., can only be put out for bulk pickup during the designated Village cleanup weeks. Items such as TVs, computer monitors, computers, and other electronic devices will not be picked up and should ***not*** be put out for collection. These items are the homeowner's responsibility and can be brought to the Orange County Landfill for proper disposal.

## **10. COMMON CHARGES**

1. Common charge payments, together with any fines, late fees and special assessments, are due on or before the 10th day of each month and are considered to be late if not received by the 10th day. A late fee of \$20.00 will be levied on all payments received after the 10th day of the month. If payment is not received by the 10th day of the following month, a formal notice will be sent to the homeowner. After the third (3rd) consecutive month of unpaid common charges, the account will then be turned over to our attorney for collection. No payment will be accepted for a current month unless the prior unpaid month has been paid. Any payment received will first be applied to the outstanding balance.
2. If a check is returned for insufficient funds, or any other reason, a reprocessing fee will be levied. All bounced checks are subject to late fees, if applicable, along with a \$30.00 not sufficient funds fee (NSF) from the bank. Any recurrence of check bouncing for three months will result in the homeowner being required to make all payments by certified check or cash.
3. Liens will be placed against any home where common fees are in arrears after 90 days. Along with payment of the lien, homeowners will be responsible for paying all attorney fees, court costs, penalties and interest.
4. All liens and outstanding balances on monies owed the condominium association must be satisfied before clearance will be given for any unit to be sold. Closings will be barred as long as these monies are outstanding.

## **11. VIOLATION ENFORCEMENT**

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board of Directors believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

The Boards of Managers of the condominiums, the HVHOA Board of Directors and their attorneys, are responsible for interpreting the Rules and Regulations and the By-laws of the property. Any dispute as to the intent of any Rule, Regulation or By-law shall be decided by the Boards. Homeowners, the Managing Agent or the on-site Managing Agent may observe violations of any of the Rules and Regulations. Included must be the violation, date, time observed and the homeowner's signature. Every effort will be made to keep the complaint confidential.

1. If a violation of the Rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing, by certified mail, to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation, (b) the action required to remove the violation, and (c) notification of a grace period of five (5) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
2. The violator may request a hearing within five (5) days after imposition of the fine, in writing and addressed to the Board of Directors. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.

4. In addition to the levy of fines, if the violation has not been remedied within five (5) business days, either the Board or the Managing Agent has the power and the duty to remedy the violation and any costs involved will be the responsibility of the homeowner. Any legal fees associated with the violation enforcement are the responsibility of the affected homeowner.
5. If any unit owner fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.
6. A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner.
7. If a fine remains unpaid, a lien may be placed against the unit in question and the unit cannot be sold unless the fine, and all associated expenses in filing the lien, are paid and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary.

## **12. CLUBHOUSE RULES**

The clubhouse is owned by the Homeowners Association and is for the use and enjoyment of its members and guests. Use is restricted to association members and their guests. The clubhouse may be reserved on first come basis in accordance with rules established by the Board of Directors. The rental fee is \$75 (cash or cashier's check only). The association member who reserves the clubhouse is the event sponsor and is responsible for complying with the clubhouse rules, and personally responsible for the events held and any damage that may occur during usage of the clubhouse. A refundable, advanced deposit of \$200.00 (payable in cash or cashier's check only) is required to insure against damage and to assure clean up after use.

1. Smoking is not allowed in the clubhouse.
2. No alcoholic beverages are allowed in or around the clubhouse.
3. Install decorations with user-friendly tape. No nails, tacks or staples etc. are allowed.
4. Furniture or equipment is not to be removed from the clubhouse for any reason.
5. Animals are not permitted in the clubhouse.

Homestead Village Homeowners Association, its officers, director or Office Manager are not responsible for any accidents that may occur by homeowners or guests while using the clubhouse.

When leaving the clubhouse:

1. Clean the clubhouse thoroughly, place trash in plastic bags and place in garbage area.
2. Return thermostat to proper setting.
3. Lock all doors to the clubhouse securely.
4. Report any damage, broken appliances or other problems to the office manager.

**13. SCHEDULE OF CHARGES AND/OR ASSESSMENTS**  
**(Updated as of June, 2015)**

**1. Pet Violation Charges**

(unleashed pet, failure to dispose of pet defecation, together with other violations as stated in Section 2 of Rules and Regulations)

First offense.....	\$ 50.00
Each offense thereafter.....	\$100.00

**2. Signage**

(Section 3 of Rules and Regulations)

First offense.....	\$30.00
Each offense thereafter.....	\$50.00

**3. Vehicle Violation Charges**

(parking in no parking zone; commercial vehicles left in complex overnight; leaving a boat, trailer, snow mobile, or recreational vehicle in the complex longer than 3 days (72 hours); working on vehicle on the premises, together with other violations as stated in Section 4 of Rules and Regulations, and Amendment dated October 1, 2011)

First offense.....	\$50.00
Each offense thereafter.....	\$100.00

**4. Pool**

(Section 6 of Rules and Regulations)

Replacement of lost pool pass.....	\$25.00
Violation of Pool Rules.....	\$30.00
Being in closed/locked pool area after hours.....	\$500.00

**5. Tennis Courts**

(Section 7 of Rules and Regulations)

Violation of Tennis Court Rules as stated in item 3 of Section 7:

First Violation.....	Warning Letter
Second Violation.....	\$25.00
Third Violation.....	\$50.00
Fourth Violation.....	\$100.00

**6. Garbage**

(Section 8 of Rules and Regulations)

Putting bulk items and/or construction materials in the dumpsters .....	\$150.00
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**7. Common Charges**

(Section 10 of Rules and Regulations)

Late charge if not paid by the 10 <sup>th</sup> day of the month .....	\$20.00
Non-sufficient funds (NSF) fee.....	\$30.00

**8. Clubhouse**

(Section 12 of Rules and Regulations)

Rental Fee (cash only) .....	\$75.00
Refundable* Security Deposit (cash only).....	\$200.00

\*Security Deposit is fully refundable if there are no damages to the clubhouse after the rental term.

**9. Miscellaneous**

(Including items stated in Sections 1 and 5 of the Rules and Regulations)

Intentional damage of property .....	\$100.00
Nuisance/Disturbances (loud noise, music, tv, barking dog).....	\$50.00
Replacement of mailbox lock .....	\$10.00

Copy of Prospectus ..... \$30.00

All new fines that are placed against your account will be due and payable within 30 days. If they are not paid within 30 days, we will impose a penalty of **\$10.00** each month for each fine that remains unpaid. You will receive an invoice each month with the outstanding balance due.