

MEADOWS OF
HIGHLAND

RULES & REGULATIONS
BOOKLET

RESIDENT DIRECTORY 2013-2014

Preface

We are pleased to provide you with this booklet containing the most current version of the Rules and Regulations established by the Board of Directors (Board) of the Meadows of Highland Association, Inc. (MoH).

The Rules and Regulations contained in this booklet have been established by authority of Section 4.03 of the MoH Declaration, and under Section 5.12 of the MoH By-Laws for the purpose of having a set of consistent, uniform rules and regulations that apply to owners and residents, including tenants, and which will be enforced by the Board.

However, the information provided in this booklet is not intended to replace the Declaration and By-Laws. Any inconsistencies between what is contained in this booklet and the provisions of the Declaration and By-Laws shall be resolved in favor of the Declaration and By-Laws. You should have received a copy of the Declaration and By-Laws at the time you purchased your unit.

This booklet is intended for use by owners and residents, including tenants. Tenants are required to comply with the obligations established by the Declaration, By-Laws, and Rules and Regulations. An owner who leases a unit must provide a copy of this booklet to the tenant(s) of his/her unit. Additional copies may be obtained from the management company of MoH.

The obligations as set forth in the Declaration, By-Laws, and under the Rules and Regulations, have been established and will be enforced by the Board in furtherance of the promotion of the safety, comfort, and security of all residents, and reflect our commitment as a community to help maintain property values. We believe that by each owner and resident complying with these obligations, we can make the Meadows of Highland a place we are all proud to call home.

Board of Directors of MoH

October 2013

Monthly Assessments

The MoH Board of Directors, through the management company, provides each owner with payment coupons for monthly assessment payments. The owner is responsible for paying the monthly assessment on schedule directly to the management company either by mail or by arranging automatic deduction from a bank account.

- Assessment fees should be sent on or before the 1st of the month in which the assessment is due.
- Assessments not paid within 10 days are charged a 10% late fee for each month the assessment is delinquent.
- Any installment not paid within thirty (30) days of its due date will bear interest from the date due through the date of payment at a rate to be determined by the Board.
- Any installment that is sixty (60) days past the due date will be referred to the MoH attorney for collection. Additional expenses will be incurred by the owner.
- **Note:** Provisions regarding non-payment of assessments can be found in the MoH Declaration and By-Laws.

Insurance

Each owner shall receive, at the time of purchase, a certificate of proof of insurance coverage. This does not include personal belongings, and insures the building from the studs outward. Owners must obtain "Fire and Casualty" and "Liability" insurance coverage for the unit itself (studs inward), personal property, and liability. The customary homeowner's policy is HO-6; however, the owner should consult his/her agent for appropriate insurance coverage.

Financial Report

It is the obligation of the MoH to make available the annual financial report. Such a report is prepared after the end of the fiscal year (September 30). A full and correct audit or review of the financial affairs of the MoH, including a balance sheet and a financial statement of operation for the preceding year will be provided by the Board to an owner upon request after it is made available from the independent CPA.

Owner Responsibility for Tenants

The lease of a unit must be for a term of at least six months and shall provide that the tenant comply with the terms of the Declaration, By-laws, and Rules and Regulations of the MoH. Should a tenant be in violation of any of the terms, the Board will notify the owner in writing. If the violation is not corrected, or if eviction proceedings have not commenced against the tenant within fourteen (14) days after the owner has received notice of such violation, the Board may pursue remedies in accordance with Article XI of the Declaration.

Speed Limits

The speed limit is 5mph on MoH roadways, 30mph on Bridle Path.

Parking

1. Owners may park in their garage and/or designated space (Appendix A). Visitors, caretakers, etc., must park on Bridle Path or a designated owner space. Note: Town of Orchard Park ordinance prohibits overnight street parking between November 1 and April 1.
2. No parking is allowed on MoH roadways, walkways, or grass.
3. The following are prohibited from outside parking and operation at MoH:
 - Vehicles with commercial plates
 - Unlicensed motor vehicles of any type
 - Oversized vehicles
 - Recreational vehicles
 - Mini bikes
 - Snowmobiles
 - Camper bodies
 - All-terrain vehicles
 - Boats or trailers
 - Motorcycles
 - Scooters
 - Other vehicles may be excluded for cause.
4. Owners are responsible for fluid leaks from their personal vehicles on MoH property.

Special Parking Considerations

Those using the clubhouse may temporarily park near the sidewalk beside garage #94 to deliver and pick up goods and assist the handicapped.

Parking in front of garages is not allowed if it obstructs traffic or pedestrian movement.

Refuse Disposal

Collection is on Monday morning unless a major holiday occurs, in which case collection will be the next morning. The major holidays are:

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Christmas

Rubbish must be placed curbside on Bridle Path at each entrance, no earlier than 6:00 a.m. on Mondays. Use only heavy duty dark plastic bags or other secure containers. Trash is to be placed on the east side; the recycle boxes are to be placed on the west side. If you do not have a recycle bin, contact the management company to request one. Return all containers to your unit that day/evening.

Special arrangements must be made for dumpsters or large pickups on non-scheduled days by contacting the management company. There will be an additional fee for this service to be paid by the unit owner.

Outside Storage

No machinery, equipment, building supplies, firewood, or trash shall be permitted to be stored on or under decks, or on patios or other outdoor areas. Firewood may be stored on decks/patios from Nov. 1st through March 1st.

Repair of Vehicles

No work on any motor vehicles, boats, or machines of any kind shall be permitted outdoors with the exception of periodic cleaning of vehicles.

Pets

1. A pet owner must submit a pet registration application for Board approval (Appendix B) with photo of the pet(s) to the management company prior to bringing the pet(s) onto the premises.
2. Each residence shall be limited to housing one (1) dog or two (2) indoor cats or one (1) dog and one (1) indoor cat, with the exception of pets in residence prior to January 1, 2009.
3. The following breeds will not be allowed: Akita, Alaskan Malamute, American Staffordshire (and Bull) Terrier, Chow Chow, Doberman Pinscher, Great Dane, Mastiff, Miniature Pinscher, Pit Bull, Rottweiler, Siberian Husky, German Shepherd, and any mix of the above. Other breeds may be excluded for cause
4. Pets may not be staked, chained, and left unattended outside.
5. Pets, if leashed, may be walked in common areas.
6. No owner shall allow his/her pet to disturb and/or endanger owners, tenants, and guests, cause damage or destruction to property, or become a nuisance upon the premises.
7. Pet owners must be in compliance with all town and county ordinances that apply, i.e., leash (and pooper scooper), nuisance barking, vaccinations, registration, and licensing.
8. Special consideration will be given to individuals in need of assistance animal, and working police dogs.

9. Exotic pets, rodents, and reptiles are not permitted.
10. Visiting pets must be in compliance with all aforementioned rules.

Enforcement of Pet Rules

1. If a problem persists beyond diplomatic, neighborly discourse, an owner alleging a rule violation should submit a written statement to the Board and the management company. If a pet is threatening to cause, or is causing bodily injury or property damage, the police should be called immediately.
2. Upon receiving a written complaint of a rule infraction, the Board will notify the pet owner in writing. See page 13 for full procedure.
3. The Board may impose a fine or other sanctions for violations.
4. The Board has the right to require recalcitrant pets to be removed from MoH.

Unit Exterior Changes

No exterior change shall be made on a unit until plans have been:

1. Submitted to the Architectural Committee (Appendix C).
2. Approved by the Architectural Committee.
3. Approved by the Board.

Changes include, but are not limited to the following:

1. Door decorations except wreaths or other temporary decorations.
2. Storm doors, windows with muntins as originally installed, and garage doors.
3. Awnings.
4. Above surface utilities or satellite dishes.
5. Expansion or installation of flower/planting beds.
6. Ramps for the handicapped.
7. Window air conditioner units.
8. Shrubs and trees.

Decorations

1. Decorations for the holiday season may be displayed between November 20th and January 10th.

2. No inappropriate lawn or garden ornaments (including sheep, ladies bent over weeding, Dale Earnhardt memorials, Disney characters, etc.) will be allowed.

Trees

No trees or shrubs may be installed, removed, or replaced without an Architectural Change form (Appendix C) and approval from the Board.

If the Board approves a new or replacement tree, an owner may be reimbursed in whole or in part for the cost of installing a new or replacement tree. Reimbursement will be determined and made on an individual basis at the discretion of the Board of Directors.

Flower Beds

Maintenance of the landscape beds adjacent to a unit is the responsibility of the owner (or owners where the bed is adjacent to two units). If the beds are untended, they will be maintained by the MoH and the cost charged to the owner(s). Dead flowers and plants must be removed in the fall.

The area under and around the decks must be free of leaves, grass, planters, and sundry accumulations.

Brick and Siding

Owners and tenants are not allowed to alter the brick or siding on the buildings, or in any way perforate the exterior walls without Board approval. This includes but is not limited to:

- nails
- screws
- plant hangers
- signs
- change of mailbox placement
- utility installation

Decks, Privacy Walls, Railings, and Windows

No towels, clothes, carpets, etc. shall be hung over the deck railings, and no clotheslines shall be installed on the property.

Phase I & II owners are responsible for maintenance, repair, and replacement of decks, privacy walls, railings, garage doors, and windows. Contact the management company for MoH approved paint and stain colors.

Phase III owners are responsible for maintenance, repair, and replacement of their decks, privacy walls, railings, garage doors, and windows. It is recommended that Phase III decks be power washed and stained every two to three years. All Phase III decks must be stained the same color. Contact the management company for MoH approved stain.

All windows must have white colonial style window muntins.

Awnings

Contact the management company for the MoH approved design and color for your phase.

Awning framework must be covered with an awning each spring and summer or be removed.

Professional or Commercial Business on the Property

No wholesale or retail business including any salon, studio, laboratory, or medical or dental office shall be conducted on the property except the conducting of business by telephone or internet. These restrictions are not intended to preclude the operation of an in-home office.

Garage and Estate Sales

Garage sales are prohibited with the exception of an annual MoH-wide sale. Costs incurred (advertisements, etc.) are to be paid by the participants.

Each owner may conduct one moving/estate sale at the close of their residency at MoH in accordance with the following:

1. Advance notice must be given in writing to the Board.
2. The sale may be for no more than two consecutive days.
3. Vehicles of those involved in the sale (customers, estate sale staff, etc.) must park on Bridle Path, not the driveway of the residence involved except as necessary for the purposes of loading.
4. All signs must be removed at the close of the day's sale.

Signs

No signs are permitted on lawns, landscape beds, or any structure. This includes, but is not limited to campaign signs, contractor signs, and for sale signs.

Exceptions:

- A For Sale sign may be displayed in a window or door.
- An Open House sign may be displayed on the property and street entrance to the property during the hours of the open house.
- An Estate Sale sign may be displayed on the property and street entrance to the property during the hours of the estate sale.
- Garage Sale signs may be displayed at the street entrances to the property during the hours of a MoH-wide garage sale.

Use of Common Areas

The common area of the property shall not be obstructed, littered, or damaged.

Clubhouse

1. The clubhouse is not open to the general public.
2. The clubhouse may not be used for professional or commercial business.
3. The clubhouse is limited to MoH meetings and gatherings, and to private functions by owners and their guests. Owner must be in attendance at all times during each use.
4. The clubhouse library/exercise room is available to owners or tenants at any time. See posted exercise equipment guidelines.
5. No pets are allowed in the clubhouse.
6. No smoking is allowed in the clubhouse.
7. To use the clubhouse for a private function, an owner must submit a reservation application (Appendix D) to the Clubhouse Chairperson.
8. Temporary parking for the purpose of delivering goods or individuals is permitted near the sidewalk beside garage #94.
9. The applicant is responsible for cleaning and restoring the clubhouse to its condition prior to his/her use.

Tennis Court Rules

1. The tennis courts are available for use by MoH owners, residents, and their guests on a first come first served basis.
2. Only players are allowed on the court during play.
3. The MoH may reserve a block of time for resident tournaments or gatherings.
4. The tennis courts may be used only for playing tennis, with the exception of basketball, in which case no more than 6 (six) players at a time will be allowed, and tennis players will have priority.
5. Proper tennis shoes are required.

Swimming Pool Schedule

The pool opens (weather permitting) on Memorial Day weekend for daily use between the hours of 7:00 a.m. and 11:30 p.m. only.

New York State Department of Health Rules for Swimming Pools

1. Children under the age of 16 must at all times be accompanied by a parent or guardian responsible for their safety and behavior while at the pool.
2. No swimming alone. A minimum of two adults, 18 years of age or older must be present whenever the pool is in use, with one adult remaining on the pool deck
3. The maximum number of swimmers who may use the pool at one time shall be 50 (fifty).
4. No glass, breakable, or sharp objects are allowed within the pool or on the pool deck.
5. No diving, running, and/or rough play is allowed.
6. Pollution of the swimming pool is prohibited.
7. All swimming is done at your own risk.

Meadows of Highland Swimming Pool Rules

1. The clubhouse, patio, and pool areas are non-smoking areas.
2. No owner or tenant may invite an excessive number of guests to the clubhouse, pool, and patio areas at any one time. If necessary, the Board may limit the number of guests to a specific number per day, per unit. **The Board requires residents to accompany their guests at all times.**
3. Owners, tenants, and guests must sign in when entering the pool area.
4. Children under the age of 16 must be continuously supervised.
5. If thunder, lightning, or rain occur, swimmers must leave the pool immediately.
6. Swimmers must remove hairpins, jewelry, money, hairclips, and necklaces before using the pool.
7. Swimmers must shower before entering the pool.
8. Only greaseless type suntan lotion should be used-**NO OILS TO BE USED.**
9. Persons with infections, open sores, bandages, cuts, or recent vaccinations shall not use the pool.
10. Swimmers must use the outside entrances to restrooms—dry off first.
11. Swimmers must be properly attired in swimsuits; infants must wear proper swimwear—no diapers are permitted.

12. Pool chairs must be cleaned off after each use. Do not reserve chairs.
13. Replace the float rope if you remove it.
14. Pool play equipment must be used with discretion (no rafts) and removed when finished.
15. Bicycles, tricycles, skateboards and similar conveyances are not allowed in the pool area.
16. No pets are allowed in the pool area.
17. Headphones must be used with sound systems.
18. Swimmers using the pool and surrounding areas do so at their own risk.
19. Running, rough play, excessive yelling, shrieking, and/or loud noise are prohibited.
20. Take everything you brought to the pool area home with you.
21. Last person out—must close the gate securely.

Violations could result in loss of pool privileges.

Vacation Notification

Residents must notify the management company when leaving home for four days or more, and provide a telephone number and contact person for access to the unit in the event of an emergency.

Parties

An owner or resident must be present for a party in his/her unit.

Personal Conduct

An owner, resident, or guest shall not disturb, through actions or words, another owner's or resident's enjoyment of the Meadows of Highland.

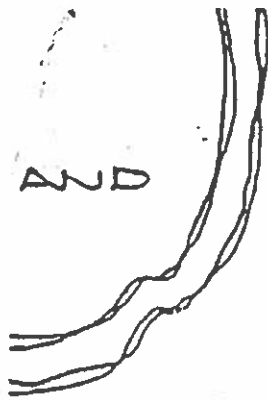
Responsibility for Maintenance

Association	Owner
<p>Landscaping</p> <ol style="list-style-type: none"> 1. Grass cutting. 2. Pruning shrubs and trees installed by, or at the direction of MoH on common area. 3. Watering common area. 4. Removal of dead trees, shrubs, and stumps. <p>General Maintenance</p> <ol style="list-style-type: none"> 1. Exterminating/spraying for insects, spiders, bees, ants, rodents, animals, etc. on common area trees and grounds. 2. Repair/replacement and maintenance of MoH roadways, driveways, sidewalks, and parking areas. 3. Repair/replacement and maintenance of sewer and water line, and wires, conduits, and utility lines servicing two or more units. 4. Repair/replacement occasioned by damage done by an MoH paid contractor, or made necessary due to unreasonable delay by MoH in performing a repair/replacement that is an MoH obligation. <p>Note: An owner must grant access to his/her unit for MoH responsible repair/replacement and maintenance.</p> <p>Unit Exterior Maintenance, Repair/Replacement</p> <ol style="list-style-type: none"> 1. Brick. 2. Gutters 3. Painting—exterior doors and trim, windows, non-vinyl garage doors, and caulking of windows. 4. Roof—including flashing around skylights and chimney 5. Siding 	<p>Landscaping</p> <ol style="list-style-type: none"> 1. Pruning shrubs and trees installed by, or at the direction of the lot owner on area adjacent to the unit. 2. Watering area adjacent to the unit. 3. Maintaining flower beds adjacent to the unit. <p>General Maintenance</p> <ol style="list-style-type: none"> 1. Exterminating/spraying for insects, spiders, bees, ants, rodents, animals, etc. in unit interior and adjacent flower beds. 2. Repair/replacement and maintenance of sewer and water lines, and wires, conduits, and utility lines servicing a single unit only.. 3. Repair/replacement and maintenance occasioned by a negligent or willful act of omission by an owner or his/her guest. <p>Unit Maintenance, Repair/Replacement</p> <ol style="list-style-type: none"> 1. Air conditioner 2. Awning 3. Chimney masonry, bird screens, caps, vents, flues 4. Decks, privacy walls, railing. 5. Doors—exterior and interior 6. Fireplace 7. Foundation, basement, garage floor 8. Furnace 9. Garage door, hardware, and track 10. Generator 11. Ice melt cables 12. Light bulbs and light fixtures attached to unit 13. Mailbox 14. Satellite dishes 15. Skylights 16. Common party walls 17. Windows 18. Exterior window washing

<p style="text-align: center;">Association</p>	<p style="text-align: center;">Owner</p>
<p>Snow Removal</p> <ol style="list-style-type: none"> 1. Over 3” snowfall on MoH driveways and sidewalks. 2. Ice melt or sand applied on MoH roadways, driveways, sidewalks, and parking areas when unique weather events dictate, or when otherwise deemed necessary by the Board. 	<ol style="list-style-type: none"> 1. Owners are responsible to apply ice melt or salt to their individual front doorway steps and stoops.
<p>Insurance</p> <ol style="list-style-type: none"> 1. Unit exterior (fire and casualty), liability, directors’ and officers’ liability, “umbrella” catastrophe coverage, fidelity bond, and workers’ compensation coverage if needed. 	<p>Insurance</p> <ol style="list-style-type: none"> 1. Unit contents—personal property, furniture and fixtures, owners’ liability within unit.
<p>Deductible</p> <ol style="list-style-type: none"> 1. For losses that occur to or have been caused by areas that are required to be maintained by MoH (studs out). 	<p>Deductible</p> <ol style="list-style-type: none"> 1. Owner is responsible for their own deductible portion of the insurance policies they maintain.
<p>Taxes</p> <ol style="list-style-type: none"> 1. Common area. 	<p>Taxes</p> <ol style="list-style-type: none"> 1. Individual unit.
<p>Administrative</p> <ol style="list-style-type: none"> 1. Management company fees. 2. Accounting services. 3. MoH legal services. 	

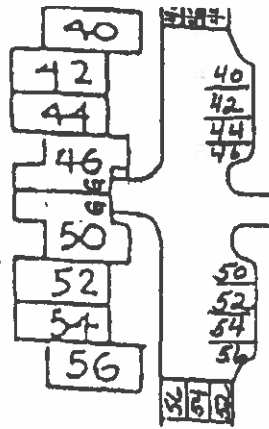
Procedure for an owner initiating a complaint of a rule violation

1. Any alleged violations of the Rules and Regulations in this booklet should be reported in writing to the Board and the management company.
2. Upon receipt of a written complaint of a rule violation, the Board will conduct an investigation in a reasonable time.
3. The alleged violator may request, in writing, a meeting with the Board, to include the name of the complainant, before a determination is reached
4. If the Board determines that a violation has occurred, any such determination will be shared in writing with the complainant



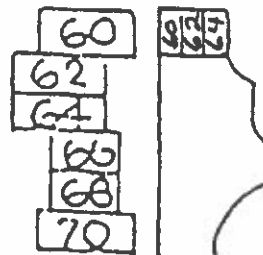
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BLDG #1

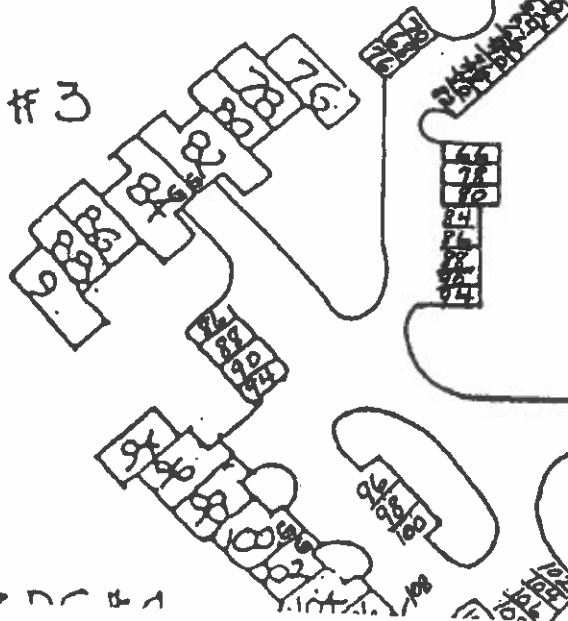


Phase I

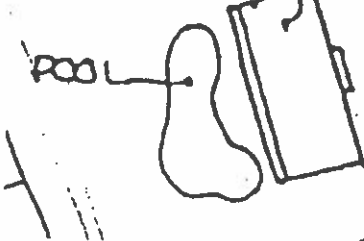
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BLDG #3



COMMUNITY BLDG

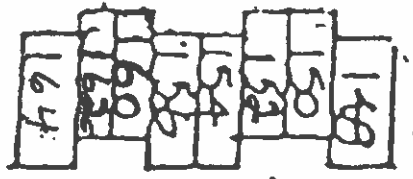
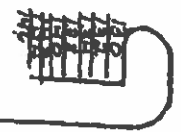


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BLDG # 5



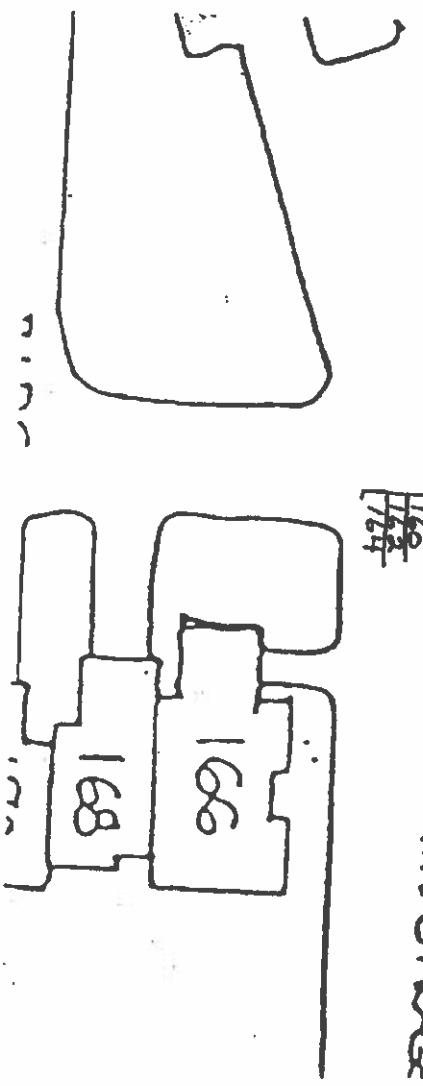
BLDG # 6



BLDG # 7

BASE II A

3300. MAINT GARAGE



Return this application to:
MEADOWS OF HIGHLAND ASSOCIATION, INC.
P.O. Box 448
Getzville, NY 14068-0448

ANIMAL REGISTRATION & PERMIT FORM

Name of owner _____ Unit No. _____

Date moved into MOH _____ Date pet acquired _____

CAT

I own a cat. It is an indoor cat.

Description: (size, color, breed, sex, distinguishing characteristics)

Cat answers to (name) _____

DOG

I own a dog.

Description: (color, breed, height, weight, sex, distinguishing characteristics)

Rabies vaccination expiration date _____

Tag number _____ Where licensed (Town & County)

Dog answers to (name) _____

-----AN
IDENTIFYING PICTURE OF YOUR PET(S) MUST ACCOMPANY THIS FORM.

I request permission from the Meadows of Highland Board of Directors to harbor the pet described above in unit _____.

I have read the amended Rules and Regulations of the Association and I and members of my household promise to comply with the rules as they pertain to harboring a pet.

(Unit Owner signature)

(Date)

The Meadows of Highland Board of Directors:

/_/ APPROVED

/_/ DENIED

SIGNATURE _____

DATE

COMMENTS:

Meadows Of Highland Homeowners Association

Dear Member:

Please find enclosed a copy of the **Meadows Of Highland Homeowners Association** application for Approval of Architectural Change.

Upon your completion of the application, please retain one copy of the completed form for your records and send one copy to the architectural chairperson, **James DePerno at 148 Bridle Path.**

The application will then be forwarded to the Architectural Control Committee for review, recommendation, and decision. Once the application is reviewed by the committee, one copy will be retained by the committee, one copy will be kept in your file at the Andruschat Office and the third copy will be sent back to you notifying you of the Committee's decision.

Please be sure that the form is completely filled out and returned with the proper supporting documents to avoid any delays.

If you should have any questions, or should require any further information, please feel free to contact me at 716-583-5180.

Sincerely,

Meadows Of Highland Homeowners Association

Edward M. Dzioba
Property Manager
Andruschat Real Estate Services, Inc.

**ANDRUSCHAT REAL ESTATE SERVICES, INC. * P.O. BOX 448
Getzville, NEW YORK 14068-0448
(716) 688-4757**

Meadows Of Highland Homeowners Association
Request for Architectural Change

DATE:
UNIT OWNER:
UNIT #:
PHONE NUMBER: HOME: _____ **OFFICE:** _____

NATURE OF PROPOSED ALTERATION OR ADDITION:

Starting Date: _____ Completion Date: _____

Work To Be Performed By:

TO BE COMPLETED BY THE CONTRACTOR OR PERSON DOING THE WORK.

Please supply the following information:

1. Name, address and phone number.
2. Liability insurance face sheet with expiration date.
3. Copies of blue prints or drawing done to scale showing plans, Elevations, and cross section, if applicable.
4. Specific materials list including brand and model when appropriate.

FOR THE HOMEOWNER: Please retain a copy for your records and send one copy of this application and all supporting paperwork to:

Meadows Of Highland Homeowners Association
ARCHITECTURAL STANDARDS COMMITTEE
148 Bridle Path
Orchard Park, New York 14127

A copy of this application will be forwarded to the Architectural Standards Committee for review, recommendation, and decision. One copy of the fully executed form will be retained by the architectural standards committee, the original copy will be sent to the property manager to be included in the Association Records and one copy will be sent back to the unit owner of record for their files. Please allow 30 to 60 days for processing. **OWNER MUST INFORM THE PROPERTY MANAGEMENT FIRM, IN WRITING, WHEN WORK HAS BEEN COMPLETED SO THAT A FINAL INSPECTION MAY BE MADE.**

The homeowner will be responsible for: All liability and the quality of construction; repair of any Association property damage during construction; maintenance, upkeep, and replacement (all work to be performed to the standards set by the Architectural Committee and the Board of Directors of any architectural change. Any subsequent homeowner will continue these responsibilities).

SIGNATURE OF HOMEOWNER: _____ DATE: _____

This section is to be completed by the Meadows Of Highland Homeowners Association Architectural Standards Committee.

_____ Approved subject to final inspection Approved with restrictions (See Attachment)

_____ Disapproved

SIGNED: _____ DATE: _____

Work must begin no later than 90 days after the approval date. Otherwise, the approval is automatically revoked and a new application request is required.

(THIS SECTION TO BE COMPLETED BY HOMEOWNER AFTER WORK HAS BEEN COMPLETED)

DATE: _____

UNIT OWNER:

ADDRESS:

PHONE NUMBER: HOME:

OFFICE:

PLEASE BE ADVISED THAT I HAVE COMPLETED THE WORK ASSOCIATED WITH MY RECENT APPROVAL TO (Owner To List Type Of Work That Has Been Completed):

HOMEOWNER: PLEASE RETURN FORM TO:

Meadows Of Highland Homeowners Association

P.O. BOX 448

GETZVILLE, NY 14068-0448

(THIS SECTION TO BE FILLED OUT BY THE ARCHITECTURAL COMMITTEE CHAIRPERSON)

PLEASE TAKE NOTE: The Architectural Standards Committee has completed a final inspection of your approved architectural change, which has resulted in the following approval/denial.

_____ Approved - Project satisfactorily completed to the specifications that were previously submitted and subsequently approved by the Architectural Standards Committee.

_____ Denied - Final approval cannot be granted since the project was not completed within the time frame stated on the initial architectural change form.

_____ Denied - Project was unsatisfactorily completed. The following corrections must be made to bring your unit back into compliance. (See Below).

NOTES: _____

SIGNED: _____ DATE: _____

- cc: Architectural Control Committee
- Homeowner
- Board of Directors

RENTAL OF MEADOWS OF HIGHLAND CLUBHOUSE

Enclosed please find a Clubhouse Agreement, checklist, and rules for use of the clubhouse. Please return a completed agreement with two checks or cash. One in the amount of \$40.00 that is a refundable security deposit and the other for a \$15.00 non-refundable fee (rental fee). Please make your check out to Meadows of Highland Assoc., Inc. and deliver to Katie Burdette, the clubhouse chairperson. An agreement form and the \$40.00 and \$15.00 checks/cash are required for each date requested. Receipt of this agreement confirms your reservation.

Clubhouse use includes use of the facilities for the day of your reservation. Exclusive use of the pool is **not** part of this agreement and is not permitted. The clubhouse is not available for rental on Memorial Day, July 4th, or Labor Day.

Please contact Katie Burdette at 100 Bridle Path (716-667-2530) prior to your reservation date to arrange to pick-up the clubhouse key.

It is your responsibility to clean up after using the facility. The enclosed checklist must be completed and signed and returned along with the key to the clubhouse chairperson immediately following use of the clubhouse. Your \$40.00 security deposit will be returned to you after an inspection has been made (and satisfactory) and the inspection form has been returned. If you have any questions, please call the clubhouse representative.

Make \$40.00 and \$15.00 checks payable to the Meadows of Highland Association

Deliver or mail to: **Katie Burdette**
 100 Bridle Path
 Orchard Park, New York 14127

Rules & Regulations
Appendix D

CLUBHOUSE – April, 2012

MEADOWS OF HIGHLAND CLUBHOUSE
CHECKLIST

The following list of items must be completed after use of the clubhouse. After completing and signing below, please return the keys and this list to the clubhouse chairperson.

- ___ 1. Clean bathroom and kitchen sinks.
- ___ 2. Make sure range and refrigerator are clean, and refrigerator controls are set as directed.
- ___ 3. Empty garbage in bathrooms and kitchen. Take all garbage home with you.
- ___ 4. Wipe off kitchen countertops.
- ___ 5. Make sure toilets are clean.
- ___ 6. Vacuum rugs. Clean all finger prints from the windows, doors, and any other areas.
- ___ 7. Spot clean rug, where necessary, with carpet cleaner found under sink.
- ___ 8. Make sure vinyl floors are washed.
- ___ 9. Wipe off all tables, chairs, and walls around food and beverage service areas.
- ___ 10. Make sure you have not left any food in refrigerator or cupboards.
- ___ 11. Adjust heat to 60 degrees or air conditioning to 80 degrees.
- ___ 12. Tables and chairs are to be put away clean.
- ___ 13. DO NOT use the fireplace (chimney is in disrepair) and it is not safe for use.
- ___ 14. If golf cart has been used, clean it up, return it to maintenance garage, and plug into charger.
- ___ 15. If the gas grill is used, it must be thoroughly cleaned and covered (gas turn on/off is located in the basement above the water meter).
- ___ 16. Make sure door is locked and the outside lights on the porch are on!

Date

Owner

Date

Deposit refund approved by Clubhouse Committee

MEADOWS OF HIGHLAND, INC.

CLUBHOUSE RULES

General Use:

1. All clubhouse facilities are for the enjoyment of the homeowners (Association) and their guests when appropriate. Rules and Regulations are written to ensure the protection of your investment and to keep your maintenance costs to a minimum.
2. The clubhouse may be used for any **private** function that will be attended by the Unit Owner/Unit Tenant and invited guests only. There should be no more than 40 individuals in the clubhouse.
3. The clubhouse is not available for rentals on the following holidays: Memorial Day, July 4th, and Labor Day.
4. The clubhouse cannot be used for any functions that would include an invitation to the general public.
5. A \$40.00 security deposit is required for use of the clubhouse along with a \$15.00 non-refundable fee. The security deposit will be refunded after an inspection of the clubhouse is completed and found to be satisfactory. The inspection will be performed by the clubhouse chairman.

Party Rental and Use:

1. The clubhouse may be used by any **unit owner** for a private function. Contact Katie Burdette at 667-2530 to make a reservation. A signed clubhouse use agreement and the rental check will serve as a confirmed reservation. The clubhouse may only be rented **by and for the use of the unit owner or by the unit owner on behalf of the unit tenant.** (See Rule 4 below)
2. The unit owner/tenant involved (See Rule 4 below) **must be in attendance for entire function.**
3. The unit owner/tenant shall have the right to review the premises with the clubhouse chairman prior to the function to attest to the condition of the areas to be used.
4. Clubhouse use can be made by a unit owner only and the **unit owner** is completely responsible for any loss or damage to the premises or its contents. A unit tenant may arrange for the use of the clubhouse by first obtaining **written permission** from the unit owner and then having the unit owner sign the clubhouse use agreement and provide the fee and security deposit. The written permission to use the clubhouse should be formatted in such a way as to include date involved, tenant name or names, and unit owner's name or names.

5. Parties of residents under twenty-one (21) years of age must be chaperoned and the clubhouse closed by the unit owner.
6. Combination pool and clubhouse parties are not permitted; however, the pool may be used by individuals attending the party if supervised by the unit owner. No more than 5-10 guests may be in the pool at one time and not for prolonged time period as the pool is for the enjoyment of the entire community and must not be monopolized by guests at the party. **Children must be supervised at all times when in the pool area.**
7. The following requires advance notice to the Clubhouse Committee Chair:
 - a. Decorations, rented equipment, furniture, etc. (Installation and removal is the sole responsibility of the unit owner).
 - b. Live entertainment.
8. No person shall park a vehicle or otherwise obstruct any lawful occupant's use of or means of ingress or egress to any garage or parking space. Clubhouse guests shall park on Bridle Path only.
9. Clean-up requirements of the owner are stated in the checklist received at the time of rental.
10. If the golf cart is used, it must be returned to the maintenance garage. The unit owner/tenant is the only authorized driver of the golf cart.
11. Keys:
 - a. Keys must be picked up from clubhouse chairman on the day the reservation takes effect or on the last preceding business day. Keys will not be delivered or mailed. The deposit must be paid and the clubhouse use agreement signed before keys can be given out.
 - b. Keys and checklist form must be returned on the day following use to the clubhouse chairman.
11. The telephone in the clubhouse is for emergency use only, any calls made will be charged back to the owner of the clubhouse. No long distance calls are allowed from the clubhouse at any time.

CLUBHOUSE USE AGREEMENT

THIS AGREEMENT, made between MEADOWS OF HIGHLAND HOMEOWNERS ASSOCIATION, INC. and _____, for use of the Meadows of Highland Clubhouse (hereinafter referred to as the "Premises") on _____ between the hours of ____ am/pm and ____ am/pm. Owner will submit a \$40 fee refunded upon satisfactory inspection and completion of enclosed checklist. The \$15.00 non-refundable fee will not be returned.

Purpose of the rental is: _____

This Agreement is granted and accepted upon the following covenants and conditions:

1. That Owner shall be responsible for cleaning the premises at the end of the use period and restoring the premises to its original condition.
2. That Owner shall be responsible for and shall reimburse Association for any damages caused to the premises during the period of clubhouse use.
3. The Owner is responsible for all activity and guests at the function and must maintain a quiet and orderly event so as not to disturb other owners.
4. Owner agrees that except for acts or omissions of the Association, they will indemnify and save Association harmless from and against any and all liabilities for injury or damage to the person or property, of any nature and howsoever caused, arising on the leased premises at any time during the term of this agreement.

IN WITNESS WHEREOF, the parties have signed this agreement this _____ day of _____, 20____

Owner: Name _____

Address _____

Please return to clubhouse chairperson