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**Ransom Oaks Community Corporation**  
**Resolution Number 001: Procurement Policies and Procedures**  
**Adopted By Board of Directors on January 9, 2012**

WHEREAS, the Board of Directors of Ransom Oaks Community Corporation (ROCC) is empowered to govern the affairs of ROCC pursuant to ROCC Bylaws, Article V.

WHEREAS, ROCC not having written procurement policies and procedures, the ROCC Audit Committee developed and Board of Directors approved the below policies and procedures for the purpose of enhancing internal controls.

THEREFORE, it is resolved that the following policies and procedures will be utilized for the procurement of goods and services:

---The annual budget for goods and services is to be prepared by the Facilities Manager and approved by the Board of Directors. The budget is to be prepared in a format consistent with applicable accounts listed in the general ledger.

---All procurements are to be made by the Facilities Manager in compliance with the Board of Directors approved budget.

-All procurements are to be made with the intent of obtaining the best quality goods and services at a fair and competitive price.

--- All procurement actions over \$10,000 are to have a written detailed scope of work prepared by the Facilities Manager to include, when necessary, exhibits such as maps showing specific areas in need of services. The scope of work is to be contained in a request for proposal (RFP) document/letter prepared by the Facilities Manager and sent to a minimum of 3 contractors. The RFP document/letter will request the contractor to provide three customer references for the purpose of verification. Contractor proposals received by Facility Manager are to be evaluated by an ad hoc Committee consisting of the Facilities Manager and two Board members . The ad hoc Committee will select the successful contractor based upon a majority vote of Committee members and provide their selection to the Board of Directors for final vote and approval. Voting Committee and Board members are to have no financial interest in the procurement action. (This procedure may be waived in the event of an emergency; or by a majority vote of the Board of Directors.)

---Procurement actions or purchases are not to be divided or split for the purpose of circumventing the above \$10,000 threshold.

END

Ransom Oaks Community Corporation

**Resolution Number 002: Architectural Committee Composition**  
**Adopted By Board of Directors on October 9, 2012**

WHEREAS, the Board of Directors of Ransom Oaks Community Corporation (ROCC) is empowered to govern the affairs of ROCC pursuant to ROCC Bylaws, Article V.

WHEREAS, ROCC Declaration Section 7.01 states in part that the ROCC Architectural Committee (Committee) shall be composed of five or more persons, at least one who shall be a licensed architect registered to practice as such in any state.

WHEREAS, ROCC Bylaws, Article V, Section 5.02 (b) states in part that the Board of Directors are to procure and maintain adequate liability insurance covering the Corporation, its Directors, officers, agents and employees.

WHEREAS, ROCC's liability insurance policy #0250513517, with the insurer, Continental Casualty Co. defines "insured persons" as "...committee members..."

WHEREAS, a licensed architect functioning as a member of the Committee is considered an agent for the purpose of this resolution and is to be covered by ROCC's liability insurance.

WHEREAS, the agent architect is to be compensated in the amount of \$100 for attendance at each of the quarterly scheduled Committee meetings; and a rate of \$50 per hour for architectural services required by the Committee above and beyond services provided at the quarterly meetings.

WHEREAS, the Committee has selected Richard A. Szudzik, a New York State licensed and register architect, to be a member of the Committee. The Committee and/or Board of Directors may terminate Mr. Szudzik's Committee membership, subject to the payment of any final billing. Mr. Szudzik may terminate Committee membership, on reasonable notice without Committee and/or Board consent.

THEREFORE, consistent with the above it is resolved by the Board of Directors that Richard A. Szudzik, Architect is hereby approved as a member of the Committee.

END

**Ransom Oaks Community Corporation**  
**Resolution Number 003: Rules of Conduct at Board of Directors Meetings**  
**Adopted By Board of Directors on January 27, 2014**

WHEREAS, the Board of Directors (Board) of Ransom Oaks Community Corporation (ROCC) is empowered to govern the affairs of ROCC pursuant to ROCC Bylaws, Article V and the Declaration of Protective Covenants, Conditions, and Restrictions (Declaration).

WHEREAS, ROCC Bylaws and Declaration identify various types of Board and committee meetings that are necessary for the purposes identified and specified therein. The Bylaws allow the Board to designate the time, date, and location of meetings.

WHEREAS, ROCC Bylaws, Article V, Section 5.02 (b) states in part that the ROCC Board shall adopt and publish rules and regulations governing uses of facilities and rules of personal conduct of members/owners [henceforth member(s)] and their guest(s) and establish penalties for any violation thereof.

THEREFORE, consistent with the above the below rules will apply for all meetings to include Annual Meeting of members conducted in ROCC owned, leased, and rented facilities.

THEREFORE, consistent with the above and for the purpose of assuring any meeting's order, decorum, members' privacy, and safety the following rules apply:

---Only members may attend the meeting. Guests will not be admitted without prior Board approval.

---Members and guests will be asked to print their name, address and telephone number on a meeting sign-in sheet. If requested, members and member's guest are to produce a driver's license or some other form of identification containing his or her name, address and photo to gain admission to meeting.

---Members are prohibited from bringing firearms or weapons of any type to the meeting without prior Board approval. Prior approval would be granted to active duty law enforcement officers.

---Members and guests may bring cell phones to the meeting but are prohibited for privacy reasons from taking photos, video and audio recordings.

---Members and guests are to follow question and answer procedures as instructed by the Board member conducting the meeting. All members and guests are to have an opportunity to express their views and opinions. All owners and guests are to conduct themselves with propriety and decorum.

Any member, guest or group of members and guests not complying with the above rules, or in some way and/or means attempts to disrupt a meeting's proceeding, will be considered out of order. The Board member conducting the meeting will advise the

disruptive member(s) and/or guest(s) of being out of order and request they leave the meeting room and facility. If the member(s) and/or guest(s) fail to comply with the request, they again will be asked to leave the meeting room and facility by the Board member conducting the meeting. If any member(s) and guest(s) do not comply with the second request, the Board member can then summons security personnel and/or the police and request the out of order and disruptive member(s) and guest(s) be removed from the meeting and facility.

As circumstances dictate, the Board will consider contracting/hiring security personnel to be available and present to assist in assuring an orderly meeting.

END

**Ransom Oaks Community Corporation**  
**Resolution Number 004-Enforcement of Drainage Easements**  
**Adopted by Board of Directors on July 13, 2015**

WHEREAS, the Board of Directors (Board) of Ransom Oaks Community Corporation (ROCC) is empowered to govern the affairs of ROCC pursuant to ROCC Bylaws, Article V and the Declaration of Protective Covenants, Conditions, and Restrictions (Declaration).

WHEREAS, this Resolution Number 004 relates to single family home owners and does not include or encompass condominium unit owners and the associations to which they belong and/or are governed.

WHEREAS, ROCC Declaration, Article VIII, Section 8.02 Drainage Easements states in part the following: "...each owner, by taking title to any portion of the Property, covenants to maintain and repair those drainage facilities that are situated on the premises conveyed. Each and every owner of a Lot shall have the right to enter upon the easement area of any other Lot in the subdivision for the purpose of installing, maintaining and repairing the drainage facilities. Unless required by law, the Town of Amherst shall not be responsible for the maintenance and repair of the drainage facilities and such maintenance and repair shall be the responsibility of the Lot Owners."

WHEREAS, there is no requirement in the ROCC Bylaws or Declaration for ROCC to maintain, repair, or replace drainage facilities mentioned in the above cited Article VIII, Section 8.02 or for ROCC to be responsible or liable for any associated legal fees.

WHEREAS, ROCC Declaration, Article XIII, Section 13.03 Entry to Enforce states the following: "Violation or breach of any protective covenant, condition or restriction herein contained shall give the Declarant, the Developer of Ransom Oaks, the Community Corporation or the local Association, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land

upon or as to which such violation or breach exists, and summarily to abate and remove any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, using such force as may be reasonably necessary, at the expense of the Owner thereof, and neither the persons entering, abating or removing, nor the organization directing the entry, abatement or removal shall be deemed liable for any manner of trespass for such action. The Owner shall pay on demand the cost and expense of such abatement or removal, which cost shall include attorneys' fees and other costs in connection with seeking a court order. The cost of such abatement or removal shall, when due, become a lien upon the portion of the Property affected. Nothing contained in this Section 13.03 shall be deemed to affect or limit the right of the Owners of the Lots within the Property to enforce covenants or restrictions by appropriate judicial proceedings.”

THEREFORE, consistent with the above the following will apply:

I. Single family unit owners sharing common drainage facilities or drainage pipes connected to Town of Amherst storm sewers or connected to any other legal means of accommodating drainage are to make a sincere effort to resolve any and all issues individually or collectively before requesting Board enforcement action.

II. Regarding any enforcement action taken on behalf single family unit owner(s) by ROCC under Sections 8.02 and 13.03, single family unit owner(s), individually or collectively, will be responsible for any and all costs (drainage infrastructure related and legal) associated with any enforcement action taken against any other unit owner or unit owners. Any and all costs for such enforcement will be payable in advance to ROCC. Any recovery of expended funds by ROCC resulting from a settlement agreement/and or litigation will be returned to the unit owner(s). ROCC will maintain records and provide an accounting for any funds received or disbursed.

III. A unit owner(s) is to request enforcement of Section 8.02 by way of a letter addressed to the Board of Directors, Ransom Oaks Community Corporation, 101 Ransom Oaks Drive, East Amherst NY 14051 and signed by the unit owner(s) with their respective street and email addresses . The letter is to include the following:

**INTRODUCTION:**

State that the information in this letter is provided consistent with the provisions of ROCC Resolution Number 004-Enforcement of Drainage Easements.

**SUMMARY:**

Summarize the problem/issues and what unit owner(s) would like resolved or achieved.

**BACKGROUND:**

1-Provide detailed information on drainage problem(s) include dates as to what has occurred both historically and currently. Attach, drainage drawing(s) obtained from the Engineering Department, Town of Amherst ( drawing are currently available on our Ransom Oaks website at <http://ransomoaks.com/residents/ransom-oaks-plans/>). On drawing(s) identify lot addresses and specific known problem location(s). Attach owner(s) lot survey(s) to more precisely identify the problem location(s).

2-If obtained and it is recommended to do so, attach the narrative or report of any contractor(s) and/or Architect/Engineering firm(s) that identifies the problem(s), specific problem location(s), and solution to problem(s) with associated costs.

2-Provide all effected/involved owners by name, owner address, email addresses, telephone number.

3-Provide information on costs incurred to correct problem with copy of paid invoice(s).

4-Provide the name and address of the owner(s) who paid the the vendor's invoice(s).

5-Provide the names and addresses of those owners who contributed towards the payment of the vendor's invoice(s) mentioned in 4 above, with the amount of each owner's contribution.

6-Provide the names and addresses of those owners who did not contribute towards the payment of the invoice(s) mentioned in 4 above, with the amount that you believe the owner should have contributed.

7-All owners mentioned in 6 above, provide any available information as to why they said they would not contribute.

8-All owner mentioned in 6 above, provide a detailed explanation as to why you believe they are legally bound to contribute.

9- Provide information on any other anticipated future costs that may be incurred to correct or prevent the problem from reoccurring.

10- Provide any other relevant information that may be beneficial to the Board.

IV. The Board will evaluate the enforcement request letter, possibly request additional information, and provide its' decision within 60 days of receipt. Regarding II above, the Board will not request any advance payment(s) until it has contacted the violator(s) via U.S. Mail requesting violation correction and/or payment to the unit owner (s) who may have disbursed personal funds to correct the violation.

END

**Ransom Oaks Community Corporation**

**Architectural Rule #1 related to Logos on passenger or company vehicles**

**February 21, 2020**

WHEREAS, Article X of the Ransom Oaks Community Corporation Declaration of Protective Covenants, Conditions, and Restrictions, Section 10.06, provides the Architectural Committee the ability to authorize any owner with respect to his Lot to: (a) Maintain a sign other than as expressly permitted herein; the Architectural Committee will review on a case by case basis the subject vehicle and grant an authorization or denial using the Declaration guideline for the Architectural Committee to "make decisions, promulgate reasonable rules and issue approvals on all matters with the guidance that they take in to consideration the best interest of the Owners, Tenants and Commercial Occupants and of the Property to the end that the Property shall be preserved and maintained as a high quality community." Should the logos or signage on any vehicle be deemed inappropriate by the majority of the committee, the subject vehicle may be denied.

**Ransom Oaks Community Corporation**  
**Architectural Rule #2 Shed and Playset Structures**  
**Adopted by the Architectural Committee on November 16, 2020**

WHEREAS, the Architectural Committee of Ransom Oaks Community Corporation (ROCC) has the right to promulgate rules provided there is no inconsistency with the provisions of the Protective Covenants, Conditions and Restrictions pursuant to ROCC Bylaws, Article VII, Section 7.06.

THEREFORE, consistent with the below excerpts from the original ROCC Declaration of Protective Covenants, Conditions and Restrictions, the Architectural Committee rules that **Any playset, gym, or swing that a homeowner wishes to install on their property must be approved by the architectural committee. Any such approved structures must be well maintained. Unkept structures will be subject to violation** and the possible removal or repair at homeowners' expense pursuant to Section 7.05 Construction Not in Accordance with Approved Plans and Specifications and pursuant to Article XIII Enforcement, Amendment And Duration of Protective Covenants, Conditions and Restrictions Section 13.03 Entry to Enforce.

**Article I: Definitions V. Structure** shall mean and refer to any device other than trees, shrubbery less than two feet high if in the form of a hedge and landscaping, the placement of which upon any Lot may affect the appearance of such Lot including, by way of illustration and not limitation, any building, garage, porch, **shed**, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, clothes line, radio or television antenna, fence, curbing, paving wall, hedge more than two feet in height, signboard, or any temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot.

**ARTICLE VII Section 7.02 Basis for Disapproval of Plans and/or Specification:** The Architectural Committee has the right to disapprove any plans and specifications submitted pursuant to this Declaration for any of the following reasons:

- (a) The failure of such plans or specifications to comply with any Protective Covenants, Conditions or Restrictions now in effect or hereafter imposed on the Property and which benefit or encumber the Property at the time the Committee acts;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested;
- (c) Objection to the exterior design, appearance or materials of any proposed Structure;**
- (d) Incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) Objection to the exterior design, appearance of material or any proposed Structure upon any Lot or with reference to other Lots in the vicinity;**
- (f) Objection to the grading plan for any Lot;
- (g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) Objection to parking areas proposed for any Lot on the grounds (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of the parking areas in relation to proposed use of the Lot: or
- (i) Any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures use or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity.**

**ARTICLE VII Section 7.05 Construction Not in Accordance with Approved Plan and**

**Specifications:** If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with the plans and specifications of this Article VII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VII and without the approval required herein and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.

If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of such violation fifteen (15) days after the notice of the same, the Community Corporation or the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien upon the Lot in question...

**ARTICLE IX Section 9.02 Approval to Construct:** No building Structure, alteration, addition or improvement of any character, other than interior alterations not affecting the external appearance of a building or Structure, shall be constructed upon any portion of the Property unless and until a plan of such construction is approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with surrounding structures, location with respect to topography and finished grade elevation, the effect of the construction on the view from surrounding property and all other factors which will, in the opinion of the Architectural Committee, affect the desirability or suitability of the construction. No construction shall be commenced and no land shall be graded except in accord with such approved plan or a modification thereof similarly approved.

**ARTICLE III Enforcement, Amendment and Duration of Protective Covenants, Conditions and Restrictions Section 13.03. Entry to Enforce:** Violation or breach of any protective covenant, condition or restriction herein contained shall give the Declarant, the Developer of Ransom Oaks, the Community Corporation or the local Association, their respective legal representatives, heirs, successors and assigns, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, using such force as may be reasonably necessary, at the expense of the Owner, thereof, and neither the persons entering, abating or removing, nor the organization directing the entry, abatement or removal shall be deemed liable for any manner of trespass for such action. The owner shall pay on demand the costs in connection with seeking a court order. The cost of such abatement or removal shall, when due, become a lien upon the portion of the property affected. Nothing contained in this section 13.03 shall be deemed to affect or limit the right of the Owners of the Lots within the Property to enforce covenants or restrictions by appropriate judicial proceedings.

END

**Ransom Oaks Community Corporation**  
**Architectural Rule # 3 Garbage Can Storage**



**Adopted by the Architectural Committee on November 16, 2020**

WHEREAS, the Architectural Committee of Ransom Oaks Community Corporation (ROCC) has the right to promulgate rules provided there is no inconsistency with the provisions of the Protective Covenants, Conditions and Restrictions pursuant to ROCC Bylaws, Article VII, Section 7.06.

THEREFORE, consistent with the below excerpts from the original ROCC Declaration of Protective Covenants, Conditions and Restrictions, the Architectural Committee has the authority to approve a garbage can storage structure or screen to assist with Owner compliance related to ARTICLE IX Section 9.10 Garbage and Refusal Disposal.

THEREFORE, the ROCC Architectural Committee **will allow for the use of pre-approved Garbage Storage Units to keep garbage cans and totes hidden from view.** Owners can submit a specific and tailored solution for their unique property, but the Architectural Committee must pre-approve all designs and the Committee has the right to disapprove any plans and specifications submitted pursuant to Article III Section 7.02 of the ROCC Protective Covenants, Conditions and Restrictions. Unit plans must have dimensions no larger than the largest ROCC pre-approved storage unit dimensions.

(A) The specific dimensions, materials, and architectural style will be reviewed for each proposal, but the structure shall not exceed the size dimensions 74"Width x 40"Depth x 60"Height.

(B) Storage structures should house garbage cans only and no other items are permitted to be stored in the unit. No gas, propane or other flammable material may be stored in the unit. The storage of anything besides garbage cans in the storage units will result in a violation and the possible removal at the homeowners' expense.

(C) The unit is meant to be temporary and not attached to the house. Units cannot be built on a platform.

(D) Storage must be immediately adjacent to the home and the viewshed must be protected with architectural likeness and landscaping elements should the Architectural Committee deem it necessary.

(E) Resident submitted storage units must function similarly and provide the same benefits, features, and durability as the ROCC pre-approved storage unit.

(F) Storage units must be well-maintained and are subject to violations and the possible removal at the homeowners' expense.

(G) Residents must submit an Exterior Modification Application ("EMA") with detailed information about the placement, size, functionality, durability, and color of the storage unit prior to installation.

Due to the size and make-up of the storage units, not all homes within the community will have a location to place the unit. With the goal of maintaining the architectural flow of the property in mind, the ROCC Architectural Committee will work with homeowners to determine what changes, if any, are necessary to the landscape or exterior of the home to allow a unit to be placed thereon. If it is determined that there is no suitable place on the property for a unit to be placed, the ROCC Architectural Committee will consider the use of landscaping, shrubbery, or other natural ways to shield the unit from street view. However, consistent with the ROCC Protective Covenants, no fences, walls, or other artificial shield will be approved. This policy is intended to uphold ROCC's long-standing precedence of maintaining a parklike appearance and to comply with the Town of Amherst's rules and restrictions.

**ARTICLE IX Section 9.10:** No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any approved Structure. Trash, garbage or other waste shall not be kept except in sanitary containers. If trash or other refuse is to be disposed of by being picked up and carried away on a regularly scheduled basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Architectural Committee may, in its discretion, adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property. All incinerators or other equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition.

**ARTICLE VII Section 7.02 Basis for Disapproval of Plans and/or Specification:** The Architectural Committee has the right to disapprove any plans and specifications submitted pursuant to this Declaration for any of the following reasons:

- (a) The failure of such plans or specifications to comply with any Protective Covenants, Conditions or Restrictions now in effect or hereafter imposed on the Property and which benefit or encumber the Property at the time the Committee acts;
- (b) Failure to include information in such plans and specifications as may have been reasonably requested;
- (c) Objection to the exterior design, appearance or materials of any proposed Structure;
- (d) Incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity;
- (e) Objection to the exterior design, appearance of material or any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) Objection to the grading plan for any Lot;
- (g) Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) Objection to parking areas proposed for any Lot on the grounds (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of the parking areas in relation to proposed use of the Lot: or
- (i) Any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures use or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon other Lots in the vicinity.

**ARTICLE IX Section 9.02 Approval to Construct:** No building Structure, alteration, addition or improvement of any character, other than interior alterations not affecting the external appearance of a building or Structure, shall be constructed upon any portion of the Property unless and until a plan of such construction is approved by the Architectural Committee as to quality of workmanship and materials, harmony of external design with surrounding structures, location with respect to topography and finished grade elevation, the effect of the construction on the view from surrounding property and all other factors which will, in the opinion of the Architectural Committee, affect the desirability or suitability of the construction. No construction shall be commenced and no land shall be graded except in accord with such approved plan or a modification thereof similarly approved.

END