

# THE MILL AT SMITH'S BRIDGE HOMEOWNERS' ASSOCIATION

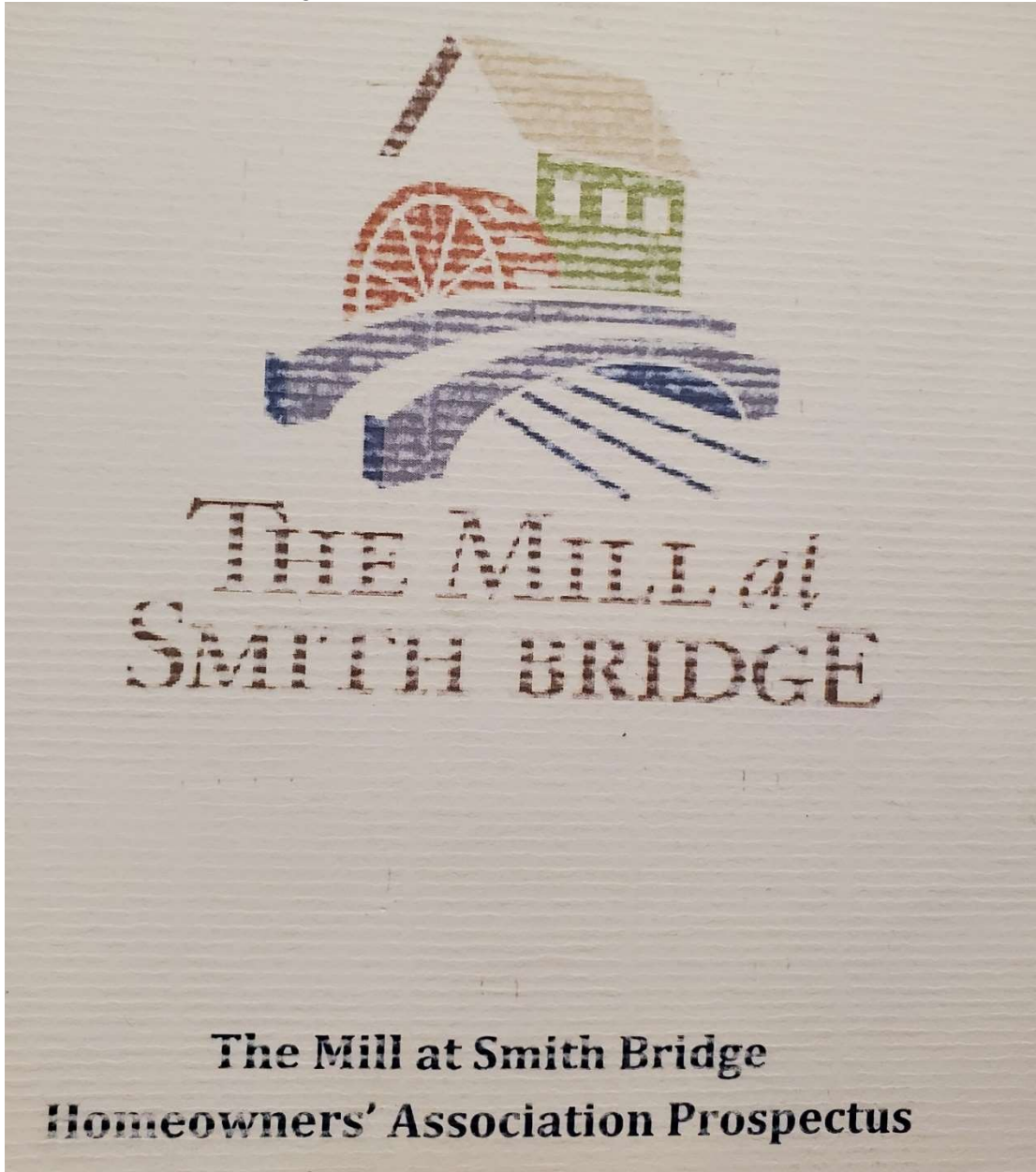
## COMPILATION OF RULES FOR HOMEOWNERS

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I. **INTRODUCTION**

- a. **Basis for having a Homeowners Association:** The developer of The Mill at Smith Bridge, Belmonte Builders, established a Homeowners Association (HOA), the purpose of which is described on page 1 of the Declaration of Protective Covenants, Conditions Restrictions, Easements, Charges and Liens for the HOA (The Declaration), "...to provide for the preservation of the values and amenities in the Community," among other reasons.
- b. **Declaration of Covenants:** Each homeowner, when they purchased their house from Belmonte Builders, was given a Prospectus:



Contained within the Prospectus are 1) the By-Laws for the HOA, and 2) the Declaration of Protective Covenants, Conditions, Restrictions, etc. for our HOA. The By-Laws explain

how the HOA functions as a legal entity (Board of Directors, meetings, authority, committees, etc.), while the Declaration defines what can and cannot be done with the properties (building, structures, permitted and restricted usages, etc.) by either the HOA or the homeowners.

- c. This document, the Compilation of Rules for Homeowners (simply, the Compilation), has been prepared at the direction of the Board of Directors, for use by the Homeowners and Residents of the Mill at Smith Bridge as a guide to assure they meet the requirements contained in the Declaration. Homeowners (and their guests or tenants) are expected to abide by specific rules when using common properties owned by the HOA. Also, Homeowners are required to maintain their homes in compliance with architectural standards in the Declaration; any architectural changes (such as decks, attached porches, in-ground pools, patios, new land/hardscaping, emergency generators, stand-alone gazebos, pergolas, etc.) require, as a minimum, Architectural Control Committee (ACC) approval; in certain cases, Town of Wilton may require a building permit as well. Further, the HOA Board of Directors may establish additional rules and clarifications of rules in the Covenants as needed to assure the properties maintain their value (although the Board may not delete rules established in the Covenants); this document, the Compilation, will be the vehicle for publishing those additional or clarified rules. Finally, this document may also be used as an aid by the Board of Directors of The Mill at Smith's Bridge Homeowners' Association ("the BOD") to conduct its business. If there are any disagreements regarding the obligations of the BOD or residents that cannot be resolved with this "Compilation" document, the Prospectus, and the Declaration continue to be the governing documents. Each requirement specified herein is preceded by a reference to the source document in parentheses, e.g. **(VI 6.02)**, which refers to the Declaration, or **(HOA Rule)**, which refers to rules that have been promulgated by the HOA Board of Directors.

## **II. BOARD OF DIRECTORS and HOA RESPONSIBILITIES**

- a. **(IX 9.03)** The Board of Directors shall make reasonable rules and regulations and amend the same from time to time, and such rules and regulations and amendments shall be binding upon the Homeowners when the Board has approved them in writing. The Board of Directors shall ensure that all Homeowners are provided copies of the rules and regulations and any amendments. The Board of Directors may appoint advisory committees as needed to address items such as architectural control, beautification, finance, insurance, etc. as expeditiously as possible.
- b. **(IX 9.03)** Regulations promulgated by the Board of Directors not in the original Covenants and concerning the use of the Properties shall be observed by the Homeowners provided, however, that a copy of such regulations are furnished to each Member prior to the time the said regulations become effective. Any such rule may be rescinded by vote of a majority of the Owners at a meeting duly called for such purpose.
- c. **(IX 9.08)** The Board of Directors shall, at the request of the mortgagee of the home, report any delinquent assessments due from the owner of such home.
- d. **(IV 4.04)** In order to preserve and enhance the values and amenities of the HOA property, the HOA, through the BOD, will maintain HOA property in good condition and at acceptable or generally accepted high standards. The HOA will be responsible to contract with a landscaping service company to provide lawn mowing and snow removal for the common areas, as well as for individual homes that are either required to use the service, or those that have elected to do so.

- e. **(VI 6.01 (e))** The Association shall be responsible for the maintenance of the stormwater collection areas, to assure they function as designed, and approved by the Town.

### **III. HOMEOWNER RESPONSIBILITIES- ASSOCIATION PROPERTY**

- a. **(IV 4.02 (a) and (b) and 4.07)** Each Homeowner, including their relatives, guests, tenants and invitees, will have a right and easement of enjoyment in common with other Homeowners, in and on all Association Property. Also, each Member shall have an easement in common with other Members for pedestrian ingress and egress across, over and to all HOA property. In order to accomplish these goals, Homeowners (et al) are expected to comply with the following guidelines:
  - i. The common property may be used only during the hours between dawn and dusk.
  - ii. Only pedestrian access is permitted, no bikes or motorized vehicles of any kind are permitted.
  - iii. No camping is permitted, nor are campfires or other fires.
  - iv. There shall be no cutting or trimming of natural vegetation maintenance under the supervision of the HOA and the removal of dead or diseased vegetation.
  - v. No hunting or firearms are permitted.
  - vi. No swimming is permitted.
  - vii. No soil disturbance is permitted.
  - viii. Town of Wilton dog leash and animal waste laws and ordinances shall be enforced.
  - ix. Portions of the Association property contain freshwater wetlands. The Association and all Homeowners shall comply with all applicable restrictions imposed by federal, state or local laws, and shall act in a manner to protect the wetlands.
- b. Rules promulgated by the HOA:
  - i. **(HOA Rule)** Use of any Common Areas is at your own risk.
  - ii. **(HOA Rule)** No glass containers are to be brought onto the Common Areas.
  - iii. **(HOA Rule)** No alcoholic beverages are allowed on the Common Areas.
  - iv. **(HOA Rule)** Smoking is not permitted in any part of the Common Areas.
  - v. **(HOA Rule)** No personal belongings shall be left on the Common Areas.
- c. **(VI 6.02 (b))** Owners shall be responsible for any and all damage to the Common Properties and property of the Association that is caused by the owner, their tenants, their guest, their employees, their pets, or other such person for whose conduct the owner is legally responsible. **(HOA Rule)** Homeowners, tenants, and/or guests who repeatedly violate the Homeowners Association rules may be refused the use of the Common Areas, upon notification by the Board of Directors. This sanction will not alter the obligation on the part of Homeowners or tenants to pay their full dues to the Association in a timely fashion.

### **IV. HOMEOWNER RESPONSIBILITIES- RESIDENTIAL PROPERTIES**

- a. **Assessments and HOA Dues:** The term Assessments includes both special assessments, and maintenance assessments (what we call HOA dues). Special Assessments are those levied by the Board to pay for capital improvements and other necessary out of the ordinary expense not normally included in routine maintenance.

**(V 5.07)** Assessments shall be paid when due. If the Assessments are not paid within ten (10) days of the date when due, the Board of Directors may impose a late charge in such amount the Board shall deem reasonable (not to exceed ten percent (10) of the amount past due or the maximum amount allowed by law, whichever is less) provided such late charges are equitably and uniformly applied. All sums assessed by the Board of Directors but unpaid, together with any accelerated installments, late charges and Assessments for violations of the Rules and Regulations with interest hereon at such rate as may be fixed by the Board of Directors, from time to time (such rate not exceed the maximum rate of interest then permitted by law), shall be the personal obligation of a Member and shall constitute a lien upon the Member's Home prior to all other liens except: (1) tax or assessment liens on the Home by any governmental authority, including but not limited to state, county, city, town and school district taxing agencies; and (2) all sums unpaid on any First Mortgagee of record encumbering any Home. Interest on Assessments and other amounts due hereunder shall begin to accrue on the 10th day after the date on which such Assessments or other amounts were due.

- b. **Occupancy: (XI 11.01 (a))** The Association Property and Homes shall be used for residential purposes only. The intent is that each home shall not be occupied by more than one family (this is not an exclusion of multi-generational families). A single-family residence is defined as a single housekeeping unit, operating on a non-profit, non-commercial basis among its occupants.
- c. **Lawn mowing contracted by the HOA: (HOA Rule)** Homeowners whose properties are maintained by the lawn service contractor should abide by the following guidelines:
- i. *Stand-alone shrubs, trees and landscaped beds must have a 3' diameter (min) ring or border of mulch to allow for the turning radius of mowers.*
  - ii. *Hoses, lawn furniture, toys and any other equipment must be removed from the lawn. The maintenance company will mow around any object and is not responsible to remove any item from the mower path.*
  - iii. *Dogs must be leashed and tied off from lawn surfaces. Optimally, they should be inside.*
  - iv. *All dog dirt must be removed from the mowing area. The yard will not be mowed if the waste is not picked up.*
  - v. *The Homeowner's Association must approve all shrubs and trees for size, location and maintenance requirements.*
  - vi. *The maintenance company does not maintain shrub or flowerbeds, above and beyond the initial planting.*
  - vii. *Gardens are not included in the monthly maintenance.*
  - viii. *No special requests are allowed regarding weekly lawn maintenance for mowing, trimming or blowing for spring and fall clean up.*
  - ix. *The contractor shall not be responsible for string trimmer damage to painted fencing.*
- d. **Rentals: (HOA Rule)** Homeowners are permitted to rent their property. Homeowners must register their tenants with the Association, and provide to the HOA a telephone number and email address for the tenants. Homeowners are expected to inform their tenants of the HOA rules, and tenants are expected to abide by the Rules.
- a. Note: (a) Homeowners are responsible for the actions of their tenants as they pertain to the rules and regulations of the Association;
  - b. (b) violations of the rules and regulations by a tenant will be imputed to the Homeowner, and

- c. (c) Homeowners are responsible for registering their tenants with the Association prior to occupancy, including a telephone number and address where the owner may be reached during the rental period.
- e. **Prohibitions: (XI 11.01(b))** the following items shall not be permitted to remain overnight on any portion of the property without prior written approval by the Board of Directors:
  - i. Tents, shacks, trailers, or motorized vehicles used as a dwelling, either temporarily or permanently;
  - ii. Unlicensed vehicles, unless kept in the garage;
  - iii. Recreational vehicles, including but not limited to, ATVs, motor bikes, motorcycles, minibikes, boats, boat trailers, campers, motor homes or other such vehicles unless parked or stored in the garage;
  - iv. Pickup trucks used for commercial purposes;
  - v. Licensed commercial vehicles used in connection with maintenance or approved architectural changes on a property (e.g. a contractor leaves a pickup-towable construction trailer parked in a driveway while building a deck) may be parked in a homeowners driveway;
  - vi. **(HOA Rule)** By way of this document, the BOD pre-approves the temporary storage of certain recreation vehicles such as boats on trailers, pop-ups and RVs (either self-driving or towed), or trailered snowmobiles, in driveways for up to five days at the beginning of a recreation season and five days at the end of the season, for the purpose of prepping the vehicle for seasonal use or winter storage. Overnight storage in driveways may be approved by the Board by making a request, on a case-by-case basis, in writing or by email; the Board may deny such requests if in their judgement such requests are a nuisance for other residents.
- f. **Unauthorized Parking: (XI 11.01)** Vehicles parked in any manner impeding or preventing ready access to the Property or a driveway may be towed from the premises at the expense of the respective owner of the vehicle. The BOD may take such action after giving reasonable notice to the vehicle's owner. Notice is not required prior to removing a vehicle blocking the roadway, a driveway, or impeding emergency vehicle access. **(HOA Rule)** No repair of motor vehicles shall be made in any of the roadways nor shall such areas be used for storage parking of any boat, trailer, camper, bus, car, truck, or commercial vehicle.
- g. **Pets and other animals: (XI 11.02)** No more than 3 cats and/or dogs shall be kept in a home unless the BOD approves, in writing, such a request for either more pets or other type of 4 legged domestic pet. The BOD has the right to require the Homeowner (or lessee) to have removed from the property any pet, if in their opinion the pet is creating a nuisance (e.g. owner doesn't clean up, animal is noisy, animal constitutes a safety threat). In the case of a permitted 4-legged pet, it must be kept leashed or confined to the property by allowable or other "invisible" fence or similarly unobtrusive device. No kennels shall be maintained on a lot, and no farm animals or livestock are permitted. Town of Wilton animal control ordinances will be used if there are disputes regarding pets.
- h. **Advertising and Signs: (XI 11.03(a))** No sign or other advertising device of any nature shall be placed for display to the public view on any of homes (including the garage), in any window, on the lots or other portion of the property. The BOD may remove any sign

that is in violation after giving the offending Homeowner or other party 48 hours written notice demanding removal of the sign.

- i. **Other structures: (XI 11.03(b))** A gazebo, backyard deck, screened-in porch or adult swing set will be allowed provided the design and location receive architectural committee approval to assure it is architecturally compatible with the home. Structures shall be built from wood or wood-composite products such as that used in the construction of our homes, not plastic or metal. Decks and porches attached to the house also need a building permit. Playhouse and play structures are allowed on lots 1-18 only with approval from the Architectural Committee. Sheds are not permitted under any circumstances.
- j. **Noxious or Offensive Activities: (XI 11.03(d))** No noxious or offensive activity shall be carried out upon any portion of the property in any home or on any lot, nor shall anything be done thereon or therein that may be, or may become, a nuisance or annoyance to other owners or occupants. Homeowners are responsible for assuring that they, their tenants, their guests, their employees, and their pets cause no discomfort or inconvenience to the other residents of the community. No improper, offensive, or unlawful use shall be made of the Properties.
- k. **Temporary structures: (XI 11.03(e))** No structure of a temporary character such as house trailers, campers, basements, tents, shacks, tree houses, garages, barns or other outbuildings shall be stored or kept on any Lot at any time, or used as a residence, either temporarily or permanently. No satellite dishes, short wave radio antennas or other type of antennas more than three (3) feet in height may be installed or stored on any Lot without the approval of the Architectural Committee. No basketball hoops or other recreational equipment will be installed except on the side of the garage, but not forward of the front wall of the garage running parallel with the street. Children's play structures are not permitted on any lots other than lots 1-18. Play structures on lots 1-18 are subject to approval by the Board of Directors or its appointed Architectural Control Committee.
- l. **Rubbish and trash: (XI 11.03(f))** No lot, or any part thereof, shall be used as a dumping ground for rubbish or trash. No trash, garbage or other waste materials are to be kept or stored on any lot unless kept in sanitary containers not visible from any road or street. No lot, or any part thereof, shall be used or maintained as a dumping ground for rubbish or trash.
- m. **Gardens, clotheslines, above-ground swimming pools, firewood: (XI 11.03(g))** A garden of no more than 400 sq ft is permitted in each back yard but may not be visible from the road. Above ground pools and clotheslines are not permitted. Fireplace wood or fuel may be stored on the lot but may not be visible from the road in front of the lot, or from adjacent homes.
- n. **Sewage Disposal: (XI 11.03(h))** No individual sewage disposal system shall be permitted, installed or erected on any Lot unless the system has been fully approved by the New York State Health Department. **(HOA Rule)** So-called "Porta-Potties" shall be allowed in instances where a contractor is performing a major project for a homeowner, provided the adjacent neighbors have agreed to their use, and the request for their use has been included in the application.

- o. **Lot clearing: (XI 11.03(i))** No tree having a diameter of at least 6 inches measured at a point 2 feet above the ground shall be removed without prior approval by the Architectural Committee. Trees that are diseased, dead, or otherwise present a danger to life or property may be removed without such approval. Anyone removing trees without approval will have to replace each tree with two (2) oak or maple trees three (3) inches in diameter as measured at a point two (2) feet above the top of roots.
  
- p. **Maintenance of Property: (HOA Rule)** The home and area restricted to the Member's use shall be maintained in good repair and overall appearance. All exterior surfaces requiring periodic painting, cleaning, washing or other required maintenance, shall be given such attention regularly and thoroughly so as to maintain a neat and clean appearance at all times, and for the preservation of the value and aesthetics of the community. Landscaping beds should be kept in a reasonable weed-free condition, and dead shrubs or trees removed or replaced. Every homeowner must promptly perform all maintenance and repair work to their own Home, which if omitted, would affect the community in its entirety or in a part belonging to other Homeowners. If homeowner fails to perform maintenance or repair work as described, the Board of Directors has the right to contract for the needed services and charge the homeowner for its cost and administration. Failure to reimburse the HOA for these costs can become a lien on the property.
  
- q. **Governmental jurisdictions: (HOA Rule)** All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed by Homeowners, tenants, and guests. This includes Town and HOA parking regulations.
  
- r. **Miscellaneous: (HOA Rule)** No owner shall install or be permitted to install any window-mounted air conditioning unit. It is prohibited to hang garments, rugs, etc. on any portion of a home or lot, which may be seen from the road or common areas.

## V. ARCHITECTURAL STANDARDS AND THEIR CONTROL

- a. **The Architectural Standards Committee (ASC), or Architectural Control Committee (ACC) or simply Architectural Committee (AC): (VII 7.02)** The ACC is a permanent committee of the Association, the purpose of which is to assure the architectural standards, as originally intended by the builder and delineated in the "Covenants", is maintained throughout the life of the community. The ACC is comprised of 3 or more residents of the community, at least 3 of whom will be BOD members; the BOD will make appointments to the committee. The ACC is responsible to review and approve (or deny) all proposed modifications or alterations to the residential properties in the neighborhood.
- b. **ACC Function: (VII 7.02 (a))** The ACC shall (1) review, and approve or deny, any change in the use of a Lot or Home or any other property in the Community (including Association Property) which may affect the exterior appearance of a Lot or other property in the Community to an Owner, and (2) enforce those provisions of the Rules and Regulations, if any, pertaining to the exterior appearance and use of the Lots and the Property, as said Rules and Regulations may be amended from time to time. The Architectural Committee may also assist and advise the Board of Directors in enforcing the Declaration, and may from time to time perform such other duties or functions as may be assigned to it by the Board of Directors.
- c. **Permanent structures: (VII 7.01 (a))** No structure, whether residence, accessory building, gazebo, tennis court, swimming pool, antenna, flagpoles, fences, walls,

awnings, canopies, weathervanes, exterior lighting, play structure, or other improvements, shall be constructed or maintained upon any Lot, and no alteration or repainting other than with the same color of, the exterior of a structure shall be made and no landscaping performed, unless complete plans, specifications and lot plans showing the exterior design, height, building material and color scheme, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan shall have been submitted to and approved, in writing, by the Association through its Architectural Standards Committee. No above ground swimming pools, utility buildings or storage sheds will be allowed under any circumstances. No children's swing sets and play sets shall be permitted on lots #19 thru #62 and only permitted on lots #1 thru #18, upon approval by the Architectural Committee. The maximum square footage allowed is 26x12, and the maximum height 13 feet. The homeowner may be required to install screening. The Association, shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the Property conforms to and harmonizes with existing surroundings and structures. Each Owner shall supply the proposed plans for the Home to the Association, as appropriate, and the Association will have thirty (30) days to approve, deny, or conditionally approve such plans.

- d. **Fencing: (XI 11.03)** Fencing of any kind is prohibited in front yards. Fencing is permitted on side and back yards provided it complies with the following:
- i. Design and location of the fencing has been approved by the Architectural Committee;
  - ii. Fencing may not extend or project toward the front yard line beyond a point that divides the depth of the house, measured from front to back, in half;
  - iii. Fencing may not be closer than 7-1/2 feet to the side lot lines, although it may extend up to the rear lot line;
  - iv. Fencing may not be more than 4 feet high; **(HOA)** The Architectural Committee is allowed to authorize fences up to 54”;
  - v. Fencing shall be open black metal;
  - vi. Chain link fence is prohibited.
  - vii. All fencing that runs parallel to the side lot lines or sides of the home shall run in a continuous straight line with no angle points;
  - viii. All fencing shall be oriented so that the finished or “good” side faces the road and adjoining lots;
  - ix. The exterior side of fencing facing the road and adjoining lots shall be landscaped with ornamental plantings and shrubs that will cover a minimum of 25% of the vertical height and horizontal length of the fencing.
- e. **Landscaping: (VII 7.01)** No exterior modification or alteration shall be made by a homeowner to their Property or to the improvements located thereon unless and until a plan or plans have been submitted to, reviewed and approved by the Architectural Committee. This includes: Landscaping, which is not merely a replacement of the landscaping initially planted by the Sponsor and/or which exceeds three (3) feet in height;
- f. **Architectural Change Request: (VII 7.03)** Requests for architectural changes must be submitted to the ACC using the change request form provided by the ACC/BOD. The ACC shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Board fails to take any action within thirty (30) days after requests have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

- g. **Basis for Disapproval of Plans by Architectural Committee: (VII 7.04)** The Architectural Committee may disapprove any plan submitted to it for any of the following reasons:
- i. failure of such plan to comply with any protective covenants, conditions and restrictions contained in this Declaration;
  - ii. failure by the applicant to include in such plan such information as reasonably requested by the Architectural Committee;
  - iii. reasonable objection by the Architectural Committee to the site plan, exterior design, appearance or materials of any proposed modification or alteration including without limitation, colors or color scheme, finish, proportion and style of architecture;
  - iv. incompatibility (as reasonably determined by the Architectural Committee) of the proposed modification or alteration or use of the proposed improvements with existing improvements or uses within the Property;
  - v. failure by the applicant to furnish to the Architectural Committee proof reasonably satisfactory to the Architectural Committee that insurance (including but not limited to liability insurance protecting the Association and the Architectural Committee) in form and amount reasonably satisfactory to the Architectural Committee has been obtained and will be maintained for the appropriate period of time by the applicant;
  - vi. failure of proposed modification or alteration to comply with any applicable zoning, building, health or other governmental laws, codes, ordinances, rules and regulations; and any other matter which, in the reasonable judgment of the Architectural Committee, would render the proposed modification or alteration or the use or uses thereof inharmonious or incompatible with the general plan of improvement of the Community, including any possible adverse impact on the use and enjoyment of the Property by any other Member.
  - vii. **(HOA Rule)** No alterations to the inside of a Home, which would impair the structural soundness of the building, may be made without the written consent of the Board of Directors.