

Belmont Village Maintenance Association

Rules and Regulations

All residents and/or members of Belmont Village, in consideration of the services rendered by the Association and the benefits therefore derived, and in accordance with the Belmont Village Protective Covenants (1) and Belmont Village Maintenance Association Membership Agreement (2), are bound by the rules and regulations set forth herein.

1. No modifications or changes shall be undertaken to the exterior of Belmont properties without an Architectural Committee review and Board of Directors approval. This includes; roofs, windows, doors, walls, satellite dishes, fences and color changes. These requirements are also outlined in the Membership Agreement and Protective Covenants.
2. Owners and tenants shall keep their property in a good state of repair. The exterior appearance of the property must be maintained in a presentable manner and in keeping with the overall aesthetics of Belmont Village.
3. Gutters must be kept in working order.
4. The patio area shall be kept weed-free. Shrubs are to be trimmed and well maintained. Unhealthy trees and shrubs should be removed and replaced with regular mulching of the front landscaping beds.
5. Garbage containers and recycle bins shall not be stored in areas other than inside your fenced backyard or to the back of your property, plus no furniture, building debris etc is to be placed for pick up per Syracuse Haulers contract with the Town of Clay. It is your responsibility to have it removed, or be fined plus the cost of its removal if you do not.
6. Under Town of Clay ordinances, trash and recyclables will not be placed out for pick-up prior to 6pm the night before pick-up. An amendment to this is that from November 15th thru March 31st of any year you may place your trash and recyclables to the street at DUSK. April 1st of each year the village reverts back to 6pm as the standard for the village.
7. Lawn maintenance occurs weekly during summer, spring and fall. Hoses, toys, bins, trash cans, leashes, dog stakes, flower pots, furniture and any and all other moveable objects shall not be left on any lawn area. Lawn services will not mow if the lawn is cluttered or if animal waste is present.
8. During the winter, snow removal shall not be impeded. Cars must be removed from parking areas to facilitate plowing. Sidewalks and parking areas must be unobstructed. Also all rugs on your stoops are to be removed prior to winter.
9. If there is yard debris or other litter on your property or on common property, please remove and dispose of it properly. This will help ensure a pleasant environment for all.
10. Hanging of clothes or placement of pools, swing sets, and other recreational equipment, including grills and picnic tables, shall be on individual patios or in your own private backyard. Also sheds may be placed but an approval letter from the architectural committee is required prior to placement and approval.
11. Under Town of Clay ordinances, all dogs must be on a leash and under control at all times.

(1) Each and every member shall "be bound by the Charter, By Laws, rules and regulations thereof." Protective Covenants, Section 23.

(2) Members are bound "to fully abide by and comply with the Certificate of Incorporation, By Laws, rules and regulations of the Association and with the Protective Covenants...now in effect and as hereafter modified or amended from time to time." Provision 2.

12. Tenants and owners shall not allow pets to create a nuisance or disturb other neighbors of Belmont Village. This includes both noise nuisances and animal waste nuisances. You must clean up after your pet; common areas are not convenient waste areas for pets, should any complaints arise you as the pets owner will be fined and if you are a tenant then your owner will be fined and if this continues we will contact the Town of Clay and have the animals removed!
13. Association fees, for owners, are due during each month. Please write on your check the month for which you are paying. A \$10.00 late fee will be assessed for dues not received during the month they are due. Members who are late for the second and third occurrence will be assessed a \$50.00 per month late fee and face possible legal intervention. A \$35.00 fee is charged for each returned check. Any and all expenses, including legal fees incurred in collecting delinquent dues, will be added to the amount owed. Dues can be mailed to P. O. Box 2323, Liverpool NY 13089. *These provisions are also set forth in the Membership Agreement Provision 3 and the By Laws.*
14. The Town of Clay has a noise ordinance, so please be considerate of those around you.
15. There is no legal street parking in Belmont Village. Common sidewalks, parking areas, and entrances to common areas shall not be obstructed. There shall be no parking on lawns, sidewalks, or on common areas. Parking spaces are not to be used for storage of vehicles. Boats, trailers, truck cabs, limousines, campers, mobile homes, motor homes, moving vans, commercial trucks or similar vehicles shall not be stored/parked at any time in any parking space or area owned or leased by Belmont, *they are to be parked at the Arlington Garage site.* Whether licensed or not, unused vehicles being stored in Belmont Village are subject to towing at the Owner's expense. If member should violate this rule an appropriate fine will be assessed consistent with the Membership Agreement and By-Laws of the Association. See paragraphs 9 and 12 of the Membership Agreement.
 - A Failure to pay the monthly maintenance association fee will have a negative impact in that your parking (if you do not have a garage and driveway) privileges will be denied and any vehicles found to be parking in those spaces will be towed at the owner's expense, until all late fees and past due association fees are brought up to date. That is including any leased, rented or owned spaces.
16. Do not park in private parking spot of another without prior **written** permission. The Association leases a row of parking spaces from Arlington Garages that are available to owners and tenants for their second car and for visitor parking. Spaces in our lot labeled "visitor" are not to be used by Owners or Tenants to park a second car. The "visitor" spots are reserved for our transient visitors only. *This requirement is also set forth in the Membership Agreement Provision 9.*
- 17. Cars shall not be repaired or maintained on any owned, leased or rented Village property.**
18. As required by the Town of Clay, all vehicles must be licensed with current registration and inspection stickers on the windshield.
19. Owners shall pay for or repair all damages to common areas, parking areas and private property caused by themselves or by their tenants. This damage includes, but is not restricted to, damage caused when moving in or out of the residences, tarvia damage due to car leakage, lawn and landscaping and any other item that may be damaged.
20. If an Owner leases or rents his or her premises to a tenant:
 - A Owners must notify the Board of the names and contact information for any tenant.
 - B Owners are still responsible for their maintenance fees even when their residence at Belmont Village is rented or leased, and will be held accountable therefore.
 - C Owners are accountable for any actions taken by their tenants that place others in harms way.

- D Owners remain responsible for the maintenance and appearance of their Belmont Village residence and must take all necessary steps to ensure that proper up-keep and repairs are performed.
 - E There is to be **no placement** of “For Rent” signs in the front yards, windows, on doors of any of the village rentals.
 - F At the time a tenant signs a lease or rental agreement, owners must furnish the tenant with a copy of the Rules and Regulations. Tenants are to sign the attached form, labeled Form 1, and Owners must place this form and the tenant’s contact information on file with the Board. For each month of the tenant’s residency in Belmont Village that goes by without this information on file with the Board, the Owner will be assessed an initial \$100.00 for the first month, the second month \$200.00 and for the third month \$300.00 and for each and every breach thereafter, as outlined and authorized in the Membership Agreement, paragraph 12.
21. As deemed appropriate, the Board of Directors may issue waivers and amendments to these Rules and Regulations. Failure to enforce any of these rules and Regulations does not constitute a waiver of the Board’s right to do so.
22. **The village will not tolerate any illegal or illicit behavior. Any such activity will be met with severe consequences for the owner whether non-resident or resident. Consequences include but not limited to police intervention, acquisition of your property, significant fines, legal action and whatever it may take to remove this activity and its perpetrators from the village. Any vehicles involved in this activity shall be removed and impounded at the owner’s expense. The property owner will then be responsible for any legal fees, court costs or fines as deemed reasonable by village counsel.**
23. That no election signage of any kind is to be placed on any village property, as the placement of such signage may cause such action as to not be beneficial to any home owner in the village based on their particular voting pattern or the village itself after said elections.
24. Day care of any kind under any title is in violation of our village By Laws!

THESE RULES ARE LEGALLY BINDING AS THEY BEEN APPROVED BY THE BOARD OF DIRECTORS AND ARE SUPPORTED BY THE MEMBERSHIP AGREEMENT, THE CERTIFICATE OF INCORPORATION, AND THE PROTECTIVE COVENANTS OF BELMONT VILLAGE. FAILURE TO ADHERE TO THESE RULES AND REGULATIONS CAN RESULT IN VIOLATIONS AND FINES.

PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT ALONG WITH THE SIGNED AND NOTARIZED COPY OF THE MEMBERSHIP AGREEMENT WITHIN 10 DAYS CLOSING TO EITHER THE VILLAGE PO BOX OR THE MAIL SLOT LOCATED AT 4309 BELMONT DRIVE. IF YOU ARE A NON RESIDENT OWNER, THEN PROVIDE YOUR TENANTS WITH A COPY OF THE RULES AND REGULATIONS AND RETURN THEIR COMPLETED COPY AS WELL.

I am the resident owner or the tenant, lessee, or renter of property in Belmont Village with the address of:

I state that I have been provided with a copy of the Belmont Village Rules and Regulations and have had the opportunity to review said Rules and Regulations, and understand the provisions therein.

I understand and agree that as a resident of Belmont Village and a benefactor of the services provided by the Belmont Village Maintenance Association, I am bound by these Rules and Regulations.

I further understand that violations of these Rules and Regulations can result in fines and/or penalties for myself and/or my landlord, in which case my landlord may look to me for collection.

Dated: _____

Sign Name Tenant 1

Print Name Tenant 1

Dated: _____

Sign Name Tenant 2

Print Name Tenant 2

Telephone number: _____

Cell number: _____

Automobile #

Make _____, Color _____,

Plate number _____