

# **Belmont Village Maintenance Association Rules and Regulations**

All members/owners and tenants 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 [By-Laws] and Belmont Village Maintenance Association Membership Agreement, are bound by the rules and regulations set forth herein.

## **Property**

- No modifications or changes should be undertaken to the exterior of Belmont properties without review and approval by the BVMA Board of Directors. This includes roofs, windows, doors, exterior walls, satellite dishes, fences and color changes. These requirements are also outlined in the Membership Agreement and Protective Covenants.
- Owners and tenants should 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.
- Owners must keep gutters in working order.
- Properties should be kept weed-free. Shrubs should be trimmed and well maintained. Unhealthy trees and shrubs should be removed and are the responsibility of the property owner.
- Hanging of clothes or placement of pools, swing sets, and other recreational equipment, including grills and picnic tables, should be on individual patios or in your own private backyard. Sheds may be placed at the rear of properties with an approval letter from the Board of Directors prior to placement.
- Owners are responsible for 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, parking area damage due to car leakage, and damage to lawn and landscaping.

## **Rental Properties**

- If an Owner leases or rents his or her premises to a tenant:
  - Owners must notify the Board of the names and contact information for all adult tenants.
  - Owners are responsible for the payment of maintenance fees even when their residence at Belmont Village is rented or leased, and will be held accountable for these payments.
  - Owners are accountable for any actions taken by their tenants that place others in harm's way.
  - Owners remain responsible for the maintenance and appearance of their Belmont Village property and must take all necessary steps to ensure that proper upkeep and repairs are performed.
  - There is to be no placement of "For Rent" signs in front yards or on doors of any Belmont Village property.
  - At the time a tenant signs a lease or rental agreement, owners must furnish the tenant with a copy of these Rules and Regulations. Tenants are to sign a copy of the Rules and Regulations and Owners must send this copy and the tenant's contact information to the BVMA Board of Directors. For each month of the tenant's residency in Belmont Village that goes by without this information on file with the Board, the Owner can assess fines, as outlined and authorized in the Membership Agreement, paragraph 12.

## **Grounds Maintenance**

- Lawn maintenance occurs weekly during spring, summer, and fall. Hoses, toys, bins, trash cans, leashes, flower pots and planters, furniture, and any and all other moveable objects should not be left on any lawn area. Lawn services will not mow if the lawn is cluttered or if animal waste is present. Gates to fenced-in backyards must be unlocked and open to receive maintenance services.
- During the winter, snow removal should not be impeded. Vehicles must be removed from parking areas to facilitate plowing. Sidewalks and parking areas must be unobstructed. Any rugs on your entry area should be removed prior to winter or the resident is responsible for any damages caused by snow removal. Residents are responsible for ice removal on personal sidewalks and entry areas.
- It is the responsibility of the resident to inform the BVMA Board if the lamp post on your property is not working, whether the light bulb needs to be changed or the lamp post needs to be serviced.

## **Trash, Recyclables, and Yard Waste**

- Garbage containers and recycle bins should not be stored in outside areas other than inside your fenced backyard or to the back of your property. No furniture, building debris, used tires, etc. is to be placed at the curb for pick up as per Butler Disposal Systems' 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.
- Under Town of Clay ordinances, trash and recyclables are to be placed at the curb after 6:00 pm the night before pick-up during April 1-November 14. During November 15-March 31, trash and recyclables may be placed at the curb after 4:00.
- If there is yard debris or other litter on your property or on common property, remove and dispose of it properly. Yard debris pick up is on Tuesdays during March-December.

## **Vehicles and Parking**

- There is no legal street parking in Belmont Village. Common sidewalks, parking areas, and entrances to common areas should not be obstructed by vehicles. There is 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 cannot be stored/parked at any time in any parking space or area owned or leased by Belmont. These vehicles must be parked off site, such as at a storage facility. Whether registered or not, unused vehicles being stored in Belmont Village are subject to towing at the Owner's expense. An appropriate fine can be assessed, consistent with the Membership Agreement and By-Laws of the Association. [See Membership Agreement, paragraphs 9 and 12]
- Do not park in the private parking space of another without prior **written** permission of the resident assigned the parking space. Doing so may result in a fine from the Association and/or towing at the Owner's expense. The Association leases parking spaces from Arlington Storage that are available to owners and tenants for their second vehicle and for visitor parking. Spaces in our lots labeled "Visitor" should not be used by Owners or Tenants to permanently park a second vehicle. "Visitor" spaces are reserved for our transient visitors only. Assignment of parking lot spaces can be seen at [www.belmont-village.com](http://www.belmont-village.com).
- Vehicles are not to be repaired or maintained on any owned, leased or rented Village property.
- As required by the Town of Clay, all vehicles must have proof of current registration and inspection on the windshield.

## **Pets**

- Under Town of Clay ordinances, all dogs must be on a leash and under control at all times when not in a fenced area on private property. Dog waste must be picked up and properly disposed of.
- Tenants and owners should not allow pets to create a nuisance or disturb other neighbors of Belmont Village. This includes both noise 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 pet's owner may be fined. If complaints continue, the Board of Directors will contact Town of Clay Animal Control for intervention.

## **Behavior**

- The Town of Clay has a noise ordinance during 9:00 pm to 7:00 am. This includes loud music and socializing, vehicles, pets, and fireworks. Be considerate of your neighbors.
- Belmont Village will not tolerate any illegal or illicit behavior. Any such activity will be referred immediately to law enforcement. The property owner will be responsible for any legal fees, court costs or fines as deemed reasonable by Belmont Village counsel.
- 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.

## **Maintenance Fees**

- Association fees, for owners, are due during each month. Indicate the month for which you are paying on your payment. A \$10.00 late fee is assessed for dues not received during the month due. Members who are late for the second and third occurrence will be assessed a \$50.00 late fee for each late payment 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 BVMA, PO Box 2323, Liverpool, NY 13089 or paid online at [www.belmont-village.com](http://www.belmont-village.com). [See Membership Agreement Provision 3 and the By Laws]

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.

These rules and regulations are legally binding, being approved by the Belmont Village Maintenance Association Board of Directors and supported by the Belmont Village Maintenance Association Membership Agreement, Certificate of Incorporation, and Protective Covenants (By-Laws). Failure to adhere to these rules and regulations may result in violations and fines.

## **Belmont Village Maintenance Association Rules and Regulations**

**Complete and sign this form and return it along with a signed copy of the Membership Agreement within 10 days of closing or leasing to:**

**BVMA, PO Box 2323, Liverpool, NY 13089**

**Non-resident owners (landlords) must provide a copy of the Rules and Regulations and Membership Agreement to any adults leasing property within Belmont Village to be signed and returned to BVMA.**

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

**Address:** \_\_\_\_\_

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.

Signature—Owner #1 \_\_\_\_\_ Date \_\_\_\_\_

Signature—Owner #2 \_\_\_\_\_ Date \_\_\_\_\_

Signature—Tenant #1 \_\_\_\_\_ Date \_\_\_\_\_

Signature—Tenant #2 \_\_\_\_\_ Date \_\_\_\_\_

Vehicle #1 (make, model, color): \_\_\_\_\_

Vehicles #1 (license plate): \_\_\_\_\_

Vehicle #2 (make, model, color): \_\_\_\_\_

Vehicles #2 (license plate): \_\_\_\_\_