

APPENDIX J

By-Laws of Hudson Highlands Reserve Home
Owners Association, Inc, Prepared by Certilman
Balin Adler & Hyman, LLP

General Rules and Regulations of Hudson
Highlands Reserve Homeowners Association,
Inc., Prepared by Certilman Balin Adler &
Hyman, LLP

Hudson Highlands Reserve Homeowners
Association, Inc. Residential Design and
Maintenance Rules & Regulations

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BY-LAWS
OF
HUDSON HIGHLANDS RESERVE HOME OWNERS ASSOCIATION, INC.

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EXHIBIT "B" TO THE
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS
CHARGES AND LIENS

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**BY-LAWS
OF
HUDSON HIGHLANDS RESERVE HOME OWNERS ASSOCIATION, INC.**

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BY-LAWS

OF

HUDSON HIGHLANDS RESERVE HOME OWNERS ASSOCIATION, INC.

A New York Not-for-Profit Corporation

ARTICLE I. NAME, LOCATION AND PRINCIPAL OFFICE

These are the By-Laws of Hudson Highlands Reserve Home Owners Association, Inc. hereinafter referred to as the "Association." The principal office of the Association shall be located in Town of Philipstown, Putnam County and State of New York.

ARTICLE II. DEFINITIONS

The definitions contained in the Declaration of Covenants, Restriction, Easements, Charges and Liens ("Declaration") shall be applicable to these By-Laws unless otherwise stated.

ARTICLE III. PURPOSE

This Association is formed to own, operate and maintain the Common Areas for the benefit of the Members of the Association, to repair and maintain other facilities or structures in the Community as provided in the Declaration and Conservation Easement and to manage the Community.

ARTICLE IV. APPLICABILITY

All present and future Members, and any family members, tenants, lessees, occupants of any Home constructed on a Residential Lot and all guests, licensees, agents, employees and any other person or persons of present and future Members that shall be permitted to use the Properties shall be subject to these By-Laws and to the Declaration, Conservation Easement, General Rules and Regulations, and Residential Design and Maintenance Rules and Regulations issued by the Association to govern the conduct of its Members.

ARTICLE V. USE OF FACILITIES

Subject to the Conservation Easement, the Properties subject to the Declaration shall be limited to the use by the Residential Lot Owners, their family members, occupants, tenants and their guests. In the event that a Residential Lot Owner shall lease or permit another to occupy a Home located on a Residential Lot Owner's Residential Lot, the permitted lessee or occupant shall at the option of the Residential

Lot Owner, be permitted to enjoy the use of the Common Areas, in lieu of and subject to the same restrictions and limitations as said Residential Lot Owner. Any Residential Lot Owner or tenant or occupant entitled to the use of the Association Common Areas may extend such privileges to members of their family residing in any Home by notifying the Secretary in writing of the names of any such persons and of the relationship of such Member, tenant or occupant to such persons. The Board may establish a limitation on guest privileges and/or establish a fee for the use of the Common Areas by guests of Residential Lot Owners or permitted tenants.

Declarant and the Architect and Builder regarding any Home to be designed or constructed by Architect or Builder on a Residential Lot shall have the right, on an equal basis with other Residential Lot Owners to use all or any of the Common Areas, or permit all or any of the Common Areas, to be used by Declarant's, Architect's, and Builder's successors, assignees and/or designees or any prospective purchasers of Unsold Residential Lots and Homes to be designed or constructed thereon, without charge, in accordance with and subject to these By-Laws, the General Rules and Regulations, and the Residential Design and Maintenance Rules and Regulations promulgated by the Board. In addition, Declarant, the Architect, and the Builder regarding any Home to be designed or constructed by the Architect or Builder on a Residential Lot shall have the right, until all Unsold Residential Lots and Homes to be constructed thereon, are sold, to use all or any of the Common Areas, without charge, for exhibitions or other promotional functions with respect to Declarant's, Architect's, and Builder's design or sales programs. Declarant shall also have the right to use any Unsold Residential Lot and the Architect and Builder any unsold Home located on a Residential Lot, or any portion thereof as; (i) offices for the promotion, sale, rental, management and/or operation of the Unsold Residential Lot and any unsold Homes located thereon; (ii) offices in connection with any installation, design, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Properties and/or the Residential Lots or Unsold Residential Lots and the Architect or Builder with respect to any completed Homes and any unsold Homes or Lots; and/or (iii) for any other purpose. In no event, however, shall Declarant and/or the Architect or Builder or such designees be entitled to use any portion of the Properties in such a manner as will unreasonably interfere with the use of the same or of any Home for its permitted purposes. This provision regarding Declarant and the Architect and Builder with respect to any Residential Lots, Unsold Residential Lots, completed Homes and any unsold Homes may not be amended without the written consent of the Declarant with respect to the Residential Lots and Unsold Residential Lots and the Architect and/or Builder with respect to any completed Homes and any unsold Homes.

ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

The Association shall have one class of membership interest as follows:

The Owner of a Residential Lot or Unsold Residential Lot on The Properties then subject to the Declaration shall be a Member of the Association whether such ownership is joint, in common or tenancy by the entirety. Each Member is entitled to one (1) vote regardless of the number of Residential Lots or Unsold Residential Lots owned by a Member except in the election of Directors as described in Article VIII, Section 2 of the By-Laws. When more than one person or entity holds such interest in such membership, any votes attributable to such Member shall be exercised as such persons mutually determine but not more than one (1) vote may be cast with respect to any such Member except in the election of Directors as described in Article VIII, Section 4 of the By-Laws.

Section 2. Suspension of Membership.

The rights of a Residential Lot Owner, tenant or occupant of a Home, and their respective family members, guests, tenants, occupants and invitees to the use and enjoyment of the Common Areas are subject to the payment of periodic Maintenance Charges levied by the Board, the obligation of which Maintenance Charges is imposed against each Residential Lot Owner and becomes a lien upon the property of any Residential Lot Owner against which such Maintenance Charges are made as provided for by Article VI of the Declaration. If a Residential Lot Owner shall be in default in the payment of the Maintenance Charges assessed against such Residential Lot Owner's Residential Lot, and fails to cure such default within five (5) days after receipt of written notice from the Board, the Board, in its sole discretion, shall have the option to prohibit all privileges of the Association by such Residential Lot Owner, tenant or occupant, and the respective family Members, guests and invitees of a Home located thereon of the foregoing, and until such Residential Lot Owner is reinstated in good standing in the Association, to take such other legal action as may be permitted by applicable law, the Declaration, the General Rules and Regulations or these By-Laws. In addition any Member so in default shall be subject to all of the late fees, interest and costs as provided for in Article VI, Section 5 of the Declaration of Covenants, Restrictions, Easements, Charges and Liens from the due date of the Maintenance Charge. Any Residential Lot Owner so in default shall also lose all voting privileges, be ineligible to be considered for membership to the Board and, if on the Board, shall be suspended thereto until such time as all Maintenance Charges, together with late charges, interest and expenses, if any, are paid to the Association. This Section 2 of Article VI shall not apply to Declarant and shall not be amended without the written consent of the Declarant.

Section 3. Ingress and Egress.

Subject to the Conservation Easement, the Board of Directors shall not prevent a Residential Lot Owner, Member, tenant, permitted occupants or anyone else needing access to a Residential Lot or Home located thereon from ingress and egress in, over and through the Property to and from a Residential Lot or Home in the Community. This provision is not subject to amendment.

Section 4. Transfer of Membership.

Membership in the Association shall be appurtenant to, and may not be transferred except in conjunction with the lawful sale or conveyance of a Residential Lot. No Residential Lot Owner shall be permitted to sell or convey his or her Residential Lot and/or any Home located thereon unless and until he or she shall have paid in full to the Board all unpaid Maintenance Charges and other amounts required by the Board to be paid and assessed by the Board against such Residential Lot. Upon such sale or conveyance, the seller of such Residential Lot shall relinquish his or her membership in the Association and the purchaser of such Residential Lot shall automatically become a Member, subject to this Declaration, the By-Laws, the General Rules and Regulations, and the Residential Design and Maintenance Rules and Regulations.

ARTICLE VII. QUORUM, PROXIES AND WAIVERS

Section 1. Quorum.

So many Members as shall represent at least fifty-one (51%) percent of all Members whose Residential Lots are then subject to the Declaration of Covenants and Restrictions present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by Statute, by the Declaration of Covenants and Restrictions, the Certificate of Incorporation of the Association or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, so many Members as shall represent at least thirty three and one third (33 $\frac{1}{3}$ %) percent of all Members whose Residential Lots are then subject to the Declaration of Covenants and Restrictions shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. If, however, such reduced quorum shall not be present or represented at such adjourned meeting of the Association, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting, so many Residential Lot Owner as shall represent at least twenty-five (25%) percent of the total authorized votes of all Members whose Residential Lots are then subject to the Declaration of Covenants and Restrictions shall constitute a quorum. Any business may be transacted which by might have been transacted at the meeting originally called.

Section 2. Vote Required to Transact Business.

When a quorum is present at any meeting, the vote of a majority of the Members present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Members, unless the

question is one upon which by express provision of the Statute, Declaration, Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 3. Right to Vote.

At any meeting of Members of the Association, every Member having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Any Member in default of the payment of their Maintenance Charges, Special Assessments, late fees or penalties shall be prohibited from voting at any annual, general or special meeting of the Members.

Section 4. Number of Votes.

Each Member shall be entitled to one (1) vote regardless of the number of Residential Lots owned by such Member except in the election of Directors as described in Article VIII, Section 4 of the By-Laws.

Section 5. Proxies.

All proxies shall be in writing signed by the owner, and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 6. Waiver and Consent.

Wherever the vote of the membership at a meeting is required or permitted by Statute or by any provision of the Declaration, Certificate of Incorporation or by these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed with if all Members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 7. Place of Meetings.

Meetings shall be held at any suitable place convenient to the Members as may be designated by the Board of Directors and designated in the notices of such meetings.

Section 8. Annual Meetings.

The initial Board of Directors will call for the first annual meeting of the Members to elect a new Board of Directors within one (1) year of the closing of the first Residential Lot. At such meeting, Directors of the Board of Directors shall be elected by the Members, other than the Directors of the Board the Declarant shall have the right to designate, and the former Directors of the Board shall thereupon resign. Thereafter

annual meetings shall be held on the anniversary of such date each succeeding year or such other date as the Board of Directors determines within a reasonable time thereof. At such meetings there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of Article VIII of these By-Laws. The Residential Lot Owners may also transact such other business of the Association as may properly come before them. The Declarant will have voting control and may designate a majority of the Board of Directors until the last Residential Lot in the Association is sold and titled. At such time as Declarant no longer owns a Residential Lot in the Association, Declarant may not hold a seat on the Board of Directors.

Section 9. Special Meetings.

It shall be the duty of the President to call a special meeting of the Association, if so directed by the Board of Directors, or upon the presentation to the Secretary of a petition signed by a majority of the Members. The secretary shall cause a notice of such special meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 10 of this Article to each Member of record of the Association entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the special meeting shall be determined by the Board of Directors and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 9 unless a later date is agreed to in writing by the Members or the Board of Directors, requesting such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all Members of the Association are present in person or by proxy. Any or all of the Directors of the Association, other than those designated by the Declarant, may be removed with or without cause by a two-thirds ($\frac{2}{3}$ ^{rds}) vote of the Members at a special meeting called pursuant to this section if the meeting is called for such purpose.

Section 10. Notice of Meetings.

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 11. Order of Business.

The order of business at all meetings shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Report of officers
- (e) Report of committees

- (f) Appointment of inspectors of election (in the event there is an election)
- (g) Election of Directors (in the event there is an election)
- (h) Unfinished business
- (i) New business

ARTICLE VIII. BOARD OF DIRECTORS

Section 1. Number and term.

The initial Board, consisting of three (3) Directors, shall be designated by the Declarant to serve until the first annual meeting of the Association. At the first annual meeting and at all subsequent annual meetings, a total of three (3) Directors shall be elected by the Residential Lot Owners and/or designated by the Declarant as provided in Article VIII, Section 2 hereof. All Directors, other than those designated by the Declarant, shall be elected by the Members.

The term of office of one (1) of the Directors shall be fixed for three (3) years, the term of office of one (1) of the Directors shall be fixed at two (2) years, and the term of office of one (1) of the Directors shall be fixed at one (1) year. The one (1) Residential Lot Owner receiving the highest number of votes shall be elected to the three (3) year term, the one (1) Residential Lot Owner receiving the next highest number of votes shall be elected to the two (2) year term and the one (1) Residential Lot Owner receiving the next highest number of votes shall be elected to a one (1) year term. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

All Directors, other than those the Declarant shall have the right to designate, must be either Members of the Association or immediate family members residing in the Member's Home located on a Residential Lot. As required by law, each Director shall be at least nineteen years of age.

In no event shall any Member be eligible for election to the Board if such Member is then in default of non-monetary provisions of the Declaration, these By-Laws, the General Rules and Regulations, and the Residential Design and Maintenance Rules and Regulations, or monetary default, beyond any applicable grace period, in the payment of Maintenance Charges or any other amounts required by the Board to be paid.

Section 2. Voting and Right of Declarant to Designate Certain Directors of the Board.

In an election of Directors, each Member who is eligible to vote shall be entitled to as many votes as shall equal the number of Directors to be elected but not more than one (1) vote can be given by any Member to any one (1) person who is seeking a position on the Board.

The Declarant shall have the right to designate two (2) of the three (3) Directors, until the last Residential Lot in the Development has been transferred from the Declarant to a bona fide Residential Lot Owner. When the Declarant no longer owns any Unsold Residential Lots in the Development it may not designate any Directors.

If the Declarant is entitled to designate two (2) of the Directors of the Board at the first annual meeting, one (1) of Declarant designated Directors shall be appointed for a one (1) year term and one (1) of the Declarant designated Directors shall be appointed for a two (2) year term. At the expiration of such term, Declarant designated Directors shall thereafter be appointed to the same length of term until such time as Declarant is required to relinquish the seat or Declarant voluntarily resigns. At such time as a Declarant designated Director resigns or is required to relinquish a position on the Board either (a) a special meeting of the Residential Lot Owners shall be held to elect a Residential Lot Owner to fulfill the balance of the term or (b) the remaining Directors of the Board shall appoint a Residential Lot Owner to fulfill the balance of the term. At the expiration of the term an election shall be held to elect a Residential Lot Owner to the Board for a full three (3) year term.

In addition to the Directors designated by the Declarant, Declarant may vote as Declarant so determines for any other Directors, so long as the Directors are Residential Lot Owners and are not on Declarant's slate of Directors of the Board, payroll or as long as they did not receive other financial backing from the Declarant or a Director of the Board other than a mortgage, if applicable.

The provisions of Article VIII Sections 1 and 2 may not be amended without the written consent of the Declarant.

Section 3. Vacancy and Replacement.

If the office of any Director becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred and until his or her successor is duly elected and qualified. In the event of the failure to hold any election of Directors at the time designated for the annual election of Directors or in the event that the Board of Directors shall not have filled any such vacancy, a special meeting of the Members to elect a new Board of Directors or to fill such vacancy or vacancies on the Board may be called in the manner generally provided for the calling of special meetings of the Members. In the event a Director appointed by Declarant resigns, the Declarant shall have the sole right to appoint another Director in his or her place.

Section 4. Removal.

Directors (other than Declarant's designated Directors) may be removed with or without cause by an affirmative vote of two-thirds ($\frac{2}{3}$ ^{rds}) of the Members of the Association at a special meeting called pursuant to Article VII, Section 8 of these By-Laws. No Director, other than a designee of the Declarant, shall continue to serve on the

Board if, during his or her term of office, he or she shall cease to be a Member or no longer resides in a Member's Home located on a Residential Lot, as part of the Member's immediate family. In the event a Declarant designee resigns, the Declarant shall have the sole right to designate a replacement. Any Director of the Board of Directors in default of the payment of Maintenance Charges, or default of any non-monetary provision of the Declaration, these By-Laws, the General Rules and Regulations, and/or the Residential Design and Maintenance Rules and Regulations shall be suspended from the Board of Directors until such time as all Maintenance Charges, together with late charges, interest and expenses, if any, are paid in full to the Association.

Section 5. Resignation.

Any Director may resign at any time by written notice delivered in person or sent by certified registered mail to the president or secretary of the Corporation. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 6. Powers.

(a) The property and business of the Association shall be managed by its Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by Statute, Declaration, Conservation Easement, Certificate of Incorporation or by these By-Laws, directed or required to be exercised or done by the Members or Residential Lot Owners personally. These powers shall specifically include, but not be limited to the following items:

1. To determine and levy monthly assessments ("Maintenance Charges") to cover the cost of operating and maintaining the Common Areas and other Common Expenses of the Association payable in advance. The Board of Directors may increase the monthly Maintenance Charges or vote a Special Assessment in excess of that amount, if required, to meet any additional necessary Common Expenses.
2. To collect, use and expend the Maintenance Charges collected to maintain, care for and preserve the Common Areas on The Properties and other Common Expenses and requirements of the Association.
3. To make repairs, restore or alter the Common Areas subject to the Conversation Easement.
4. To open bank accounts and borrow money on behalf of the Association and to designate the signatories to such bank accounts.
5. To collect delinquent Maintenance Charges by suit or otherwise, to abate nuisances and to enjoin or seek damages from Members for violations of the General Rules and Regulations and/or the

Residential Design and Maintenance Rules and Regulations herein referred to.

6. To make reasonable Rules and Regulations and to amend the same from time to time as provided for in the General Rules and Regulations contained as Exhibit "B" to the Declaration and Residential Design and Maintenance Rules and Regulations contained as Exhibit C to the Declaration. Such General Rules and Regulations and amendments, modifications, revisions, additions and/or repeals thereto shall be binding upon the Members when the Board has approved them in writing and delivered a copy of such General Rules and Regulations and all amendments, modifications, revisions, additions and/or repeals to each Member. Such General Rules and Regulations may without limiting the foregoing, include reasonable limitations on the use of the Common Areas by guests of the Members as well as reasonable admission and other fees for such use.
7. To impose fines or penalties upon any Member who violates the Conservation Easement, the Declaration, the General Rules and Regulations, Residential Design and Maintenance Rules and Regulations or By-Laws as per Sections 3 and 4 of the General Rules and Regulations. The Board of Directors shall have the right to increase or decrease the amount of the fine and costs referred to in Sections 3 (b) and 4 of the General Rules and Regulations.
8. To employ workers, contractors and supervisory personnel, and to purchase supplies and equipment, to enter into contracts to provide maintenance, refuse removal and other services, and generally to have the power of Directors in connection with the matters hereinabove set forth.
9. To bring and defend actions by or against one or more Members, any of their occupants and/or lessees pertinent to the operation of the Association and to assess Special Assessments to pay the cost of such litigation. Notwithstanding said rights, pursuant to this Article XVIII, Section 6(b) of these By-Laws, so long as the Declarant shall continue to own one (1) or more Unsold Residential Lots, the Board of Directors may not utilize Association funds or assess the Declarant for any lawsuit by the Association against the Declarant or any of its principals.
10. To hire a Managing Agent if desired to perform and exercise the powers of the Board of Directors in the management of the Development.

11. To execute, acknowledge and deliver (i) any declaration or other instrument affecting The Properties, which the Board deems necessary or appropriate to comply with the Conservation Easement, any law, ordinance, regulation, zoning resolution or requirement of any public authority, applicable to the occupancy, maintenance, demolition, construction, alteration, repair or restoration of The Properties (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting The Properties which the Board deems necessary or appropriate.
12. To grant utility or other easements over or through the Common Areas as may, at any time, be required for the benefit of the Association and the Residential Lot Owners without the necessity of the consent thereto, or joinder therein, by the Residential Lot Owners or any mortgagee, subject to the Conservation Easement.
13. To obtain and review insurance for the Association.
14. To establish a Reserve Fund or funds which fund(s) shall be used strictly and solely for capital expenditures. The funding of the Reserve Fund will not commence until the items for which it is to be utilized are complete.
15. To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or other obligations of the Association, provided, however no lien to secure repayment of any sum borrowed may be created on any Residential Lot without the written consent of the Owners of said Residential Lot.
16. To amend, modify or repeal the General Rules and Regulations attached to the Declaration of Covenants and Restrictions as Exhibit B as they may be added to, amended, repealed, revised, modified or promulgated by the Board of Directors without obtaining the approval, consent or signature of the Members of the Association and to bring lawsuits to enforce the General Rules and Regulations promulgated by the Board of Directors.
17. To amend, modify or repeal the Residential Design and Maintenance Rules and Regulations attached to the Declaration of Covenants and Restrictions as Exhibit C as they may be added to, amended, repealed, revised, modified or promulgated by the Board of Directors without obtaining the approval, consent or signature of the Members of the Association and to bring lawsuits to enforce the

Residential Design and Maintenance Rules and Regulations promulgated by the Board of Directors.

18. To file any Declarations, Covenants, Restrictions, Easements and/or Liens as may be required by the Town of Philipstown, Putnam County or any other municipal entity, agency, or department without obtaining the approval, consent or signature of the Members of the Association.

(b) The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, in addition to any committee required by these By-Laws, each of such committees to consist of at least three (3) Members, one of whom shall be a Director, which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Committees established by resolution of the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws so long as the Declarant shall continue to own one (1) or more Unsold Residential Lots in the Development, the Board of Directors may not, without the Declarant's prior written consent (i) make any addition, alteration or improvement to the Common Areas, or (ii) assess any Maintenance Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund or, (iii) charge any Special Assessment for a non-budgeted item unless required by law, emergency, municipal agency or for the health and safety of the Association and its Members, (iv) hire any additional employees or enter into any service or maintenance contract for work not covered by contracts in existence on the date of the closing of the first Residential Lot or, (v) borrow money or otherwise create a security interest on behalf of the Association or on any portion of the Association property or, (vi) increase or decrease the services or maintenance of the Association as set forth in the proposed first year budget of the Association, the Declaration of Covenants and Restrictions or the By-Laws or otherwise provide services in excess of those contemplated by the proposed first year budget or elsewhere in the Offering Plan or any amendments thereto, or, (vii) purchase any materials, equipment or other goods costing in excess of \$1,000 or, (viii) increase the Common Expenses of the Association more than ten (10%) percent from the prior year's budget, unless required by law, the Conservation Easement, emergency, municipal agency, the health and safety of the Association and its Members or if documentation is provided to the Declarant in the nature of a financial statement, bids from contractors or verified increases in utility rates evidencing the need for an increase greater than ten (10%) percent or, (ix) utilize Association funds or assess the Declarant to commence a lawsuit against the Declarant or any of its principals.

In addition, so long as there are any Unsold Residential Lots and/or unsold Homes to be designed or constructed thereon by the Architect or Builder in the Development, the Board and the Residential Lot Owners shall not take any action that will interfere, impair or adversely affect the rights of the Declarant, the Architect and/or Builder to sell, design, and construct any Unsold Residential Lots and/or unsold Homes to be designed and constructed thereon.

Notwithstanding the above provisions, Declarant will not exercise veto power over expenses described in Schedule A, the projected budget for the first year of operation of the Association, or over expenses required:

- (i) to comply with applicable laws or regulations or the Conservation Easement;
- (ii) to remedy any notice of violation;
- (iii) to remedy any work order by an insurer; or
- (iv) necessary for the preservation or safety of the Community or for the safety of occupants of the Community or required to avoid the suspension of any necessary service to the Community.

While Declarant retains a majority of the Directors of the Board, no mortgage liens will be placed on the Common Areas without the consent of at least fifty-one (51%) percent of the Residential Lot Owners other than the Directors or Declarant's nominees. This subparagraph (c) may not be amended without the written consent of the Declarant.

Section 7. Compensation.

Directors and officers, as such, shall receive no compensation for their services.

Section 8. Meetings.

(a) The first meeting of each Board newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual meeting of Association Members and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Director either personally or by mail or electronic mail. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

(d) At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by Statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

(e) Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by the Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(f) Directors of the Board may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 9. Annual Statement.

The Board of Directors shall furnish to all Members within four (4) months of the end of each fiscal year and shall present annually and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business conditions and affairs of the Association, including a balance sheet and profit and loss statement provided by an independent certified public accountant or a public accountant and a statement regarding any taxable income attributable to the Members and a notice of the holding of the annual meeting of Association Members. During the period the Declarant retains a majority of the Board of Directors of the Association the annual statement shall be required to be in the form of a certified annual statement by a qualified certified public accountant.

Section 10. Fidelity Bonds.

The Board of Directors shall require that all officers and employees of the Association (except Declarant or Declarant's representatives) handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense of the Association.

Section 11. Annual Reports Required By Section 519-a of the Not-For Profit Corporation Law.

- (a) The Board of Directors shall provide an annual report to the Members of the Association, which shall be signed by each such Director, containing information on any contracts made, entered into, or otherwise transacted pursuant to section seven hundred fifteen of the Not-For-Profit Corporation Law of the State of New York.
- (b) The annual report required in subsection (a) of this Section 11 shall include, but not be limited to, the following:
 - (1) a list of all contracts voted on by the Board of Directors, including information on the contract recipient, contract amount, and the purpose of entering into the contract;
 - (2) the record of each meeting including Board Members attending, voting records for contracts, and how each director voted on such contracts; and
 - (3) the date of each vote on each contract, and the date the contract would be and remain valid.
- (c) If the annual report required by Subsection (a) of this Section 11 would, notwithstanding the requirements of this Section contain no information because of the absence of any actions taken by the Board that would otherwise qualify for inclusion in such annual report, then the Board of Directors shall instead submit to the Residential Lot Owners a document signed by each Board Member of the Board of Directors indicating: “No actions taken by the Board were subject to the annual report required pursuant to Section 519-a of the Not-For-Profit Corporation Law.”
- (d) Each Director of the Board, upon becoming a Director of the Board, shall be required to receive a copy of Section 715 of the Not-For-Profit Corporation Law.

ARTICLE IX. OFFICERS

Section 1. Elective Officers.

The officers of the Association shall be chosen by the Board and shall consist of a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose one (1) or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. All Officers must be Directors of the Board of Directors, Members of the Association or an immediate family member of a

Member of the Association residing in a Home located on a Residential Lot except for any Assistant Secretary and/or Assistant Treasurer who do not need to be a Director, Member of the Association or immediate family member of a Member of the Association residing in a Home located on a Residential Lot. Two (2) or more offices may be held by the same person, except for the President, who can only hold the office of President.

Section 2. Election.

The Board of Directors, at its first meeting after each annual meeting of Association Members, shall elect a President, a Vice President, a Secretary and a Treasurer. Only the President must also be a Director of the Board.

Section 3. Appointive Officers.

The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term.

The officers shall hold office for a period of one year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed with or without cause, at any time, by the affirmative vote of a majority of the Board of Directors, provided prior notice was given to all Directors of the Board that this item was on the agenda for such meeting. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

The President shall be the chief executive officer of the Association; the President shall preside at all meetings of the Association Members and the Board of Directors, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 6. The Vice President.

The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 7. The Secretary.

The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Association Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary and/or Assistant Secretary shall give, or cause to be given, notice of all meetings of Association Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or by the President, under whose supervision the Secretary and/or Assistant Secretary shall be.

Section 8. The Treasurer.

The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Association including the vouchers for such disbursements, and shall deposit all monies, and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. These duties may also be exercised by the Managing Agent, if any. However, such Managing Agent shall not replace the Treasurer.

The Treasurer shall disburse the funds of the Association as the Treasurer may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all the Treasurer's transactions as Treasurer, and of the financial condition of the Association.

The Treasurer shall keep detailed financial records and books of account of the Association, including a separate account for each Member, which among other things, shall contain the amount of each Maintenance Charge, Special Assessment or any other assessment of the Association, the date when due, the amount paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc.

All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Directors.

ARTICLE X. NOTICES

Section 1. Definitions.

Whenever under the provisions of the Declaration, the General Rules and Regulations or of these By-Laws, notice is required to be given to the Board of Directors

or to any Director or Association Member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, or by special courier service addressed to the Board of Directors, such Director, or Member, at such address as appears on the books of the Association.

Section 2. Service of Notice Waiver.

Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE XI. MAINTENANCE CHARGES

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The creation of the lien and personal obligation of Maintenance Charges is governed by Section 1 of Article VI of the Declaration.

Section 2. Purpose of The Assessment.

The purpose of the Maintenance Charges is as specified in Section 2 of Article VI of the Declaration.

Section 3. Common Expenses.

The basis of the Maintenance Charges is as specified in Section 3 of Article VI of the Declaration.

Section 4. Date of Commencement of Common Expenses: Due Dates.

The date of commencement and the due dates of the Maintenance Charges are as specified in Section 4 of Article VI of the Declaration.

Section 5. Effect of Non-Payment of Maintenance Charges: Remedies of the Association.

The effect of non-payment of Maintenance Charges and the remedies of the Association shall be as specified in Section 5 of Article VI of the Declaration.

Section 6. Subordination of Lien to Mortgages.

The lien of the Maintenance Charges provided for herein shall be subordinated pursuant to the provisions of Section 5 of Article VI of the Declaration.

Section 7. Checks.

All checks or demands for money and notes of the Association shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 8. Operating Account.

There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special Common Expenses as fixed and determined for all Members. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the community.

Section 9. Other Accounts.

The Board shall maintain any other accounts it shall deem necessary to carry out its purposes including a working capital account and reserve account.

ARTICLE XII. INSURANCE

Section 1. Common Areas.

The Common Areas, including the Equestrian Center, shall be insured pursuant to the provisions of Article IX, Section I of the Declaration.

Section 2. Repair or Reconstruction after Fire or Other Casualty.

Repair or Reconstruction after fire or other casualty shall be as specified in the provisions of Article IX, Section 2 of the Declaration.

ARTICLE XIII. AMENDMENTS

Except as otherwise provided, these By-Laws may be altered, amended or added to at any duly called meeting of Association Members provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of at least sixty six and two-thirds (66 $\frac{2}{3}$) of the total Members whose Residential Lots are then subject to the Declaration subject to the following:

- (i) No amendment shall be passed which will affect or impair the validity of the Residential Lot Owners' interest in a Residential Lot or any Home located thereon.

- (ii) No amendment, modification, addition or deletion of, to or from the By-Laws or any General Rules and Regulations or Residential Design and Maintenance Rules and Regulations shall be effective in any way against Declarant, its successors, assignees and/or designees or any Unsold Residential Lot, as long as the Declarant, its successors, assignees and/or designees owns an Unsold Residential Lot in the Association unless Declarant has given its prior written consent thereto. This provision is not subject to amendment.
- (iii) No amendment, modification, addition or deletion of, to or from the By-Laws or any General Rules and Regulations or Residential Design and Maintenance Rules and Regulations shall be effective in any way against the Architect and/or the Builder, their successors, assignees and/or designees or any unsold Home, as long as the Architect and/or Builder, their successors, assignees and/or designees is designing or constructing a Home on a Residential Lot in the Association unless the Architect and/or Builder has given its prior written consent thereto, as applicable. This provision is not subject to amendment.
- (iv) The Board of Directors shall have the right to amend these By-Laws without the consent of the Residential Lot Owners to make corrections to the By-Laws, the General Rules and Regulations, and the Residential Design and Maintenance Rules and Regulations that are patent errors, inconsistencies, scrivener's errors and/or technical errors or to comply with any Federal, State or local law and/or regulation or the Conservation Easement.
- (v) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights and/or priorities of a First Lien Holder.
- (vi) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights and/or priorities of the Holder of the Conservation Easement.
- (vii) No amendment to the By-Laws shall be passed which shall impair or prejudice the validity, interest, rights and priorities of a Equestrian Center Operator.
- (viii) In the case of material changes, approval must be obtained from first mortgage holders representing at least fifty-one (51%) percent of the votes of Residential Lot that are subject to first mortgages. A change to any of the following would be considered as material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of Common Areas; responsibility for maintenance and repairs; boundaries of any Residential Lot; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; imposition of

any restrictions on a Residential Lot Owner's right to sell or transfer his or her Residential Lot; a decision by the Association to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors. An addition or amendment to these By-Laws shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Any eligible mortgage holder who received a written request by certified or registered mail, return receipt requested, to approve amendments who does not deliver to the Association a negative written response within sixty (60) days of the receipt of the request shall be deemed to have approved such amendment.

- (ix) The Declarant shall have the right to amend the By-Laws without the consent of the Residential Lot Owners or the Board of Directors to (a) make corrections that are patent errors, inconsistencies, scrivener's errors, technical errors, to conform to other documents, or (b) subject to the Conversation Easement, to make changes or revisions to comply with the requests, guidelines and/or requirements of any major participant in the secondary market for mortgages, including but not limited to the Federal National Mortgage Association ("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Federal Housing Association ("FHA") of the Housing and Urban Development ("HUD"), the Veterans Administration ("VA"), State of New York Mortgage Agency ("SONYMA") and/or any other Federal, State or Local Funding Agencies, or (c) to comply with any Federal, State or local law or regulation.

ARTICLE XIV. SELLING AND GIFTS OF RESIDENTIAL LOTS AND HOMES

Section 1. Selling and Leasing Residential Lots and Homes.

Any Residential Lot and any Home located thereon may be conveyed or leased by a Member free of any restrictions and except that, no Member shall convey, mortgage, pledge, hypothecate, sell or lease his or her Residential Lot and any Home located thereon unless and until all violations against the Residential Lot and any Home located thereon are removed and all unpaid Maintenance Charges and/or Special Assessments assessed against the Residential Lot and any Home located thereon shall have been paid as directed by the Board of Directors. Such unpaid Maintenance Charges and/or Special Assessments, however, may be paid out of the proceeds from the sale of a Residential Lot and any Home located thereon, or by the Grantee.

All leases for rentals of any Home on a Residential Lot in the Development, must include a provision that the tenant agrees to abide by and is subject to the terms and conditions of the Declaration, Conservation Easement, By-Laws, General Rules and

Regulations, and the Residential Design and Maintenance Rules and Regulations of the Association and agrees to be jointly and severally liable with the Residential Lot Owner of said Residential Lot for any fines assessed by the Board of Directors of the Association for a violation of said documents.

Any sale or attempted lease of a Residential Lot and/or any Home located thereon in violation of this section or the applicable Articles of the Declaration shall be voidable at the election of the Board of Directors.

Upon the written request of a Member or his or her mortgagee, the Board or its designee shall furnish a written statement of the status of any violation and the unpaid Maintenance Charges and/or Special Assessments due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement. A reasonable charge may be made by the Board for the issuance of such statements.

Notwithstanding any other provision in the Declaration or these By-Laws any mortgagee of an Institutional Mortgage as defined in Article VI, Section 5 of the Declaration of Covenants and Restrictions shall be subject to the provisions of Article VI, Section 5 of the Declaration of Covenants and Restrictions regarding Institutional Mortgages.

Whenever the term "Residential Lot" is referred to in this Section, it shall include the Residential Lot, the Member's interest in the Association and the Member's interest in any Homes located on a Residential Lot.

Section 2. Gifts, etc.

Any Member may convey or transfer his or her Residential Lot by gift during his or her lifetime or devise his or her Residential Lot by will or pass the same by intestacy without restriction.

ARTICLE XV. INDEMNIFICATION

Section 1. Indemnification to Officers and Directors.

To the fullest extent allowed by law, the Association shall indemnify any person, made a party to an action by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she, his or her testator or, intestate, is or was or has agreed to become a Director or Officer of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by said person in connection with the defense of such action, or in connection with an appeal therein, except in relation to matters as to which such Director or Officer is adjudged to have breached his duty to the Association, as such duty is defined in Section 717 of the Not-For-Profit Corporation Law. To the extent allowed by law, the Association shall also indemnify any person, made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the Association to procure a judgment in

its favor, whether civil or criminal, including an action by or in the right of any other corporation, domestic or foreign, which he or she served in any capacity at the request of the Association by reason of the fact that said person, said person's testator or intestate was a Director or Officer of the Association or served it in any capacity against judgment, fines, amounts paid in settlement, and reasonable attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such Director or Officer acted, in good faith, for a purpose which said person reasonably believed to be in the best interests of the Association and, in criminal or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification to Employees and Agents.

The Association may, to the extent authorized from time to time by the Board or by a committee comprised of Directors of the Board, provide indemnification to employees or agents of the Association who are not Officers or Directors of the Board of Directors with such scope and effect as determined by the Board, or such committee.

Section 3. Indemnification to Others.

The Association may indemnify any person to whom the Association is permitted by applicable law to provide indemnification or the advancement of expenses, whether pursuant to rights granted pursuant to, or provided by, the New York Not-For-Profit Corporation Law or other rights created by (i) a resolution of the Members, (ii) a resolution of Directors, or (iii) an agreement providing for such indemnification, it being expressly intended that these By-Laws authorize the creation of other rights in any such manner.

Section 4. Other Rights.

The right to be indemnified and to the reimbursement or advancement of expenses incurred in defending a proceeding in advance of its final disposition authorized by this Article XV shall not be exclusive of nor limit any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Laws, agreement, vote of Members or disinterested Directors or otherwise.

Nothing contained in this provision shall limit any right to indemnification to which any Director or any Officer may be entitled to contract or under any law now or hereinafter enacted.

Section 5. Indemnification by Equestrian Center Operator

Pursuant to the Conservation Easement and the Groundlease with the Equestrian Center Operator, the Association and its members, the Town of Philipstown and the Holder of the Conservation Easement shall be indemnified by the Equestrian Center Operator in connection with the use and operation of the Equestrian Center as set forth

in those documents.

Section 6. Indemnification of the Holder of the Conservation Easement and the Town of Philipstown

Pursuant to the Conservation Easement, the Association shall indemnify the Holder of the Conservation Easement and the Town of Philipstown for any and all claims related to the Conservation Easement and/or the Conservation Area as set forth in the Conservation Easement.

ARTICLE XVI. GENERAL PROVISIONS

Section 1. Fiscal Year.

The fiscal year of the Association shall be fixed by resolution of the Board of Directors and unless otherwise specified shall be based on the calendar year.

Section 2. Seal.

The Association seal shall have inscribed thereon the name of the Association and the year of its incorporation under the laws of the State of New York. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 3. Use Of Property/General Rules and Regulations

The use of a Residential Lot and/or any Home located thereon by a Member or other occupant shall be subject to the provisions of the Declaration, the By-Laws, the General Rules and Regulations of the Association attached to the Declaration as Exhibit B, and Residential Design and Maintenance Rules and Regulations of the Association attached to the Declaration as Exhibit C as they may be added to, amended, repealed, revised, modified or promulgated by the Board of Directors and the Conservation Easement.

Section 4. Examination of Books and Records.

Each Member, who shall have been a Member of record for at least six (6) months immediately preceding his or her demand, or their respective representatives and first mortgagees, shall be entitled to a reasonable examination of the books and records of the Association at any time during normal business hours upon reasonable notice to its Board of Directors subject to the provisions of Section 621 of the New York Not-For-Profit Corporation Law. The Declaration, Certificate of Incorporation and the By-Laws of the Association shall be available for inspection by any Member or first mortgagee at the principal office of the Association.

Section 5. Construction.

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

In the case of any conflict between the Certificate of Incorporation and these By-Laws, the Certificate shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 6. Severability.

Should any of the covenants, terms or provisions herein imposed be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

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**GENERAL RULES AND REGULATIONS OF HUDSON HIGHLANDS RESERVE
HOMEOWNERS ASSOCIATION, INC.**

CERTILMAN BALIN ADLER & HYMAN, LLP

Attorneys for the Declarant
90 Merrick Avenue
East Meadow, New York 11554

**EXHIBIT "B" TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS**

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GENERAL RULES AND REGULATIONS

Section 1. General.

The use of a Residential Lot and any Home constructed thereon (hereinafter "Home") by a Member or other occupant shall be subject to the provisions of the Declaration of Covenants and Restrictions, the By-Laws and the following Rules and Regulations of the Association as they may be added to or promulgated by the Board of Directors:

- (a) The definitions contained in the Declaration of Covenants, Restrictions, Easements, Charges and Liens shall be applicable to these Rules and Regulations unless otherwise stated.
- (b) The Residential Lot, Home and any area restricted to the Residential Lot Owner's use shall be maintained in good repair and overall appearance.
- (c) Any Residential Lot Owner who mortgages or sells his or her Residential Lot or Home located thereon shall immediately notify the Board of Directors providing the name and address of his or her mortgagee or new Residential Lot Owner.
- (d) The Board of Directors shall, at the request of the mortgagee of the Residential Lot, report any delinquent Maintenance Charges due from the Residential Lot Owner of such Residential Lot.
- (e) No nuisances shall be allowed upon the Properties nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.
- (f) No improper, offensive or unlawful use shall be made of the Properties nor any part thereof, and all valid laws, zoning ordinances, the regulations of all governmental bodies having jurisdiction thereof, shall be observed.
- (g) Rules and Regulations promulgated by the Board of Directors concerning the use of The Properties shall be observed by the Members.
- (h) The Maintenance Charges shall be paid when due.
- (i) All dogs, cats, and other pets must be leashed and shall not be permitted to run loose on the Common Areas. Residential Lot Owners shall be responsible for picking up and disposing of their pet's waste and for any damage caused by their pets to the Properties. All Residential Lot Owners shall comply with all local and municipal rules and regulations and the Residential Design and Maintenance Rules and Regulations regarding pets, and accessory pet structures.

- (j) No resident of the Community shall post any signs, banners, advertisements or posters of any kind including “for sale” or “for rent” signs in or on the Properties.
- (k) No fence or gate shall be erected on The Properties without the prior written consent of the Board of Directors.
- (l) No television or radio antenna or any other type of receiving or transmitting antenna or structure including a satellite dish shall be erected on the Common Areas.
- (m) No Residential Lot Owner shall move, remove, add or otherwise change the landscaping on the Common Areas.
- (n) Commercial license plate vehicles including trucks, trailers, vans and similar types of vehicles may not be parked in or on the Properties over night, except as permitted by the Board upon prior notice.
- (o) No person shall park or store any boat, trailer, off-track vehicle, camper, bus, snowmobile, jet skis or other recreational vehicle on the Properties unless said vehicle is stored within a structure constructed for said purpose by the Builder or as approved by the Board of Directors of the Association subsequent to the Home being constructed and conveyed to a Residential Lot Owner.
- (p) No person shall park an automobile on the Properties except in designated parking areas, driveways and/or garages or otherwise obstruct any Residential Lot Owner’s use of ingress or egress to any driveway, garage, or parking space.
- (q) Any person parking an automobile or other vehicle illegally shall be subject to their vehicle being towed and/or the imposition of a fine by the Association. In the event an automobile or other vehicle is towed, all costs associated with the removal of the automobile or other vehicle shall be paid for by the owner of the automobile or other vehicle and the Association shall not be held responsible for any damage to the automobile or other vehicle.
- (r) No person shall be permitted to use the Common Areas except in accordance with the Conservation Easement, these Rules and Regulations and the Residential Design and Maintenance Rules and Regulations established by the Association’s Board of Directors.
- (s) The Common Areas shall not be obstructed, littered, defaced or misused in any manner.
- (t) Every Member shall be liable for any and all damage to the Common Areas and the property of the Association, which shall be caused by said

Member, permitted occupants of Homes, their respective family members, tenants, licensees and guests and such other person for whose conduct the Member is legally responsible.

- (u) Nothing shall be done or kept on the Properties which will increase the rate of insurance of the Common Areas or contents thereof without the prior written consent of the Board of Directors. No Member shall permit anything to be done or kept on The Properties which will result in the cancellation of insurance on the Common Areas or which would be in violation of any law.
- (v) Declarant, the Architect, and the Builder shall have the right to display signs for promotional, sales, exhibits and administrative purposes upon any portion of the Common Areas or upon any Unsold Residential Lot or Home on the Properties, or any other property, development or community the Declarant, its successors, assigns or designees so determine for as long as the Association exists. Declarant shall have the right, the foregoing notwithstanding, to place permanent signs on Residential Lots of its choice, at sites chosen by Declarant. Declarant shall also have the right to install fencing and retaining walls on the Residential Lots at perimeter sites chosen by Declarant. No Residential Lot Owner (other than Declarant) or tenant or other person on the premises shall remove, alter, change, interfere with or tamper with, in any way, said signs, retaining walls or fences, which shall be maintained in good condition by the Association and its Board of Directors. The cost of such maintenance shall be treated as a Common Expense.
- (w) The agents of the Board of Directors or the managing agent, if any, and any contractors or workers authorized by the Board of Directors or the managing agent, if any, may enter upon or to any Residential Lot and/or Home at any reasonable hour of the day for the purpose of performing any work authorized pursuant to the Declaration and By-Laws of the Association or for the health and safety of the members of the Association.
- (x) Residential Lots and Homes located thereon may be used for residential purposes only in accordance with Municipal Zoning Regulations.
- (y) Residential Lot Owners are required to comply with the Conservation Easement, all municipal building and zoning code requirements, including building permit applications, and Certificates of Occupancy.
- (z) Every Residential Lot Owner must perform promptly all maintenance and repair work to the Residential Lot Owner's own Residential Lot and/or Home which, if omitted, would affect the Community in its entirety or in a part belonging to other Residential Lot Owners, the Residential Lot Owner being expressly responsible for the damages and liabilities that the Residential Lot Owner's failure to do so may engender.

- (aa) No tents or other structures are permitted on any portion of the Common Areas.
- (bb) No vehicle of any kind is permitted to be ridden, driven or parked on any portion of the Common Areas except on interior roadways and parking areas.
- (cc) Planting of flowers, bushes, trees, fruits or vegetables is absolutely prohibited in or on any Common Areas except as permitted by the Board of Directors. The Board of Directors shall have the right to promulgate rules and regulations regarding all plantings on the Common Areas.
- (dd) No pesticide, herbicide or other chemical treatment for land, vegetation or animals shall be used unless the Holder of the Conservation Easement otherwise expressly consents prior to any such use, and unless its use is legal and in accordance with all applicable laws, rules and regulations and the manufacturer's directions.
- (ee) No dumping, disposal, storage or release of non-composted organic waste, sewage, garbage, scrap materials, sediment discharge, oil and its by-products, leached compounds, toxic fumes or other unsightly, hazardous or offensive materials shall be permitted.
- (ff) No Residential Lot Owner is permitted to request or direct any employee of the Association or of the managing agent, if any, to conduct or assist in any private business of the Residential Lot Owner.
- (gg) The Board of Directors shall have the right to promulgate specific rules and regulations regarding the use of the Common Areas including use by a Member for a private party including costs thereto for use, security and clean up, limitation on guest privileges and the establishment of a fee for guests and/or tenants.
- (hh) Residential Lot Owners will faithfully observe the procedures established from time to time by the Board of Directors or the Managing Agent, if any, with respect to services provided and management of the Community.
- (ii) No horses or horseback riding shall be permitted anywhere in the Community except within the Equestrian Center.

Section 2. Architectural Control Guidelines

- (a) General. The Board of Directors of the Association shall appoint an architectural review board (the "ARB"), or may act as the ARB, to act on requests from Residential Lot Owners to design, renovate, construct or modify their Residential Lots and any Home located thereon, or landscaping on any Residential Lot.

The decisions of the ARB shall be binding on the Residential Lot Owner applicant (the "Applicant") except in the instance where the Board of Directors, by a two-thirds ($\frac{2}{3}$) Board vote, shall elect to overrule the decision of the ARB (unless Board and ARB are one and the same), following appeal to the Board by the Residential Lot Owner Applicant. Approvals granted by the ARB are subject in all instances to compliance by the Residential Lot Owner with all applicable municipal laws and codes, the Residential Design and Maintenance Rules and Regulations, and the Conservation Easement.

- (b) Members of the ARB. The ARB shall consist of three (3) members; provided, however that such number may be increased or decreased by resolution of the Board of Directors. The ARB shall be initially composed of three (3) persons, each of whom shall be a representative of Declarant. After the first annual meeting of the Association at least one (1) member of the ARB shall be a Residential Lot Owner in the Development (other than a representative of Declarant).
- (c) Rights of Appointment.
 - (1) By Declarant. Declarant shall have the right to appoint a majority of the members of the ARB until the last Residential Lot and any Home to be designed and/or constructed thereon by the Architect and/or Builder in the Development has closed title.
 - (2) By the Board of Directors. The Board of Directors shall have the right to appoint those members of the ARB which Declarant is not authorized to appoint until such time as Declarant's rights of appointment have expired, and thereafter the Board of Directors shall have the right to appoint and remove all members of the ARB. ARB members appointed by the Board of Directors shall serve for a term of one (1) year or until their respective successors are appointed.
 - (3) Notice of Appointment. Whenever an ARB member is appointed or removed while both Declarant and the Board of Directors have rights of appointment, written notice of such appointment or removal shall be given by the appointing party to the other party.
- (d) Residential Design and Maintenance Rules and Regulations. The Board of Directors shall promulgate and amend from time to time, Residential Design and Maintenance Rules and Regulations governing the design, renovation, construction and use of the Home and Residential Lots. The ARB shall refer to and be guided by the Residential Design and Maintenance Rules and Regulations.
- (e) Plans and Specifications. The ARB shall require the Applicant to provide such detail in plans and specifications submitted for its review as it deems

proper, including, without limitation, floor plans, site plans, drainage plans, landscaping plans, elevation drawings and description or samples of proposed exterior material and colors. Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plan submitted for approval. Decisions of the ARB and the reasons therefore shall be transmitted by the ARB to the Applicant requesting the review at the address set forth in the application for approval, within sixty (60) days after receipt by the ARB of all materials required by the ARB. Any application submitted pursuant to this Section shall be deemed approved, unless written denial or a request for additional information or materials by the ARB shall have been transmitted to the Applicant within sixty (60) days after the date of receipt by the ARB of the Applicant's most recent submission.

- (f) Application Processing. The Secretary to the ARB is responsible for processing applications, scheduling meetings, providing information to Applicants.

To obtain an application, information or assistance, please contact:

Secretary to the ARB
Hudson Highlands Reserve Homeowners Association
Address
Philipstown, New York

The Applicant (Residential Lot Owner) is responsible for complying with the provision of these Rules and Regulations, and the Residential Design and Maintenance Rules and Regulations, initiating the reviews and obtaining the required approvals. There are no exemptions or automatic approvals, and each application will be reviewed on an individual basis.

- (g) Review

The Secretary to the ARB will review the application and accompanying information for completeness. Submissions that do not have the necessary information for review shall be deemed to be incomplete and will be returned to the Residential Lot Owner. Complete submissions will be scheduled for ARB review at their next meeting. The ARB may require the Residential Lot Owner to formally present the design in person and provide more information as necessary in the event of a complex or major project.

The ARB will consider any and all exterior elements of a proposed Home's design including size, bulk, organization, architectural style, detail, color, material, quality of workmanship, harmony of design, and all other factors that, in the opinion of the ARB, affect the appearance and suitability of the Home and Community.

For any proposed renovations to existing Homes, the ARB shall provide a

complete application as required to the Architect for review as long as the Declarant or Sponsor retains one unsold Residential Lot.

- (h) Approvals. The ARB's approval for any proposed construction, renovation or improvement is within its sole discretion.

Approval by the ARB does not relieve the Residential Lot Owner of the responsibility of obtaining all other necessary approvals and permits required by the Town of Philipstown, the County of Putnam, the State of New York, and any other agencies or departments having jurisdiction over the project or improvements. The Applicant should contact the Town of Philipstown before beginning any work to verify what additional approvals or permits are required.

Notification of the ARB's final approval constitutes an agreement by the Applicant not to deviate from the approved plans and specifications unless such proposed deviation has been submitted to the ARB and has been expressly approved by the ARB.

The ARB may, at its discretion during the review process, suggest alternative design solutions; however, such suggestions shall not necessarily constitute an approved design solution and the ARB shall not have any responsibility for ensuring or making any determination regarding compliance of such suggested design solutions with applicable governmental regulations and other requirements.

- (i) Request for Reconsideration. Within 10 business days after notice of an ARB decision has been mailed, the Residential Lot Owner may file, with the Secretary to the ARB, a written request that the ARB reconsider such ARB decision. Any such request for reconsideration shall include a statement of the basis for such request and technical design information supporting such request. The ARB may require additional information in connection with any request for consideration. The ARB shall submit any such request for reconsideration in connection with the proposed renovation to an existing Home to the Architect for its review as long as the Declarant or Sponsor retains one unsold Residential Lot. The Residential Lot Owner's written request for consideration may include a request to personally address the ARB at its next scheduled meeting.

All reconsiderations will be received on a case by case basis, and the granting of a request for reconsideration with respect to one project does not imply or warrant that a similar request will be granted with respect to any other project. Each case will be reviewed on its own merits and in light of the overall objectives of these Rules and Regulations and the Residential Design and Maintenance Rules and Regulations. The decision of the ARB on any request for reconsideration shall be deemed final in all respects.

- (j) After Approval. If the Residential Lot Owner desires to make any changes

to the approval plan during construction, the Secretary of the ARB must be contacted by the Residential Lot Owner in order to determine whether these changes are material and whether a revised application needs to be submitted. Construction must be completed as approved and any changes from the original plans and specifications must be approved by the Architect and the ARB prior to the start or continuation of construction. Additionally, work must commence within 12 months of approval or a new application must be submitted. The project must be completed within 12 months of commencement for additions, updates, or renovations or 18 months for a new Home.

- (k) Inspection and Compliance. Upon completion of any construction or alteration, an agent of the ARB may inspect the Residential Lot to confirm that construction is in compliance with the approved plans and specifications. Periodically, an agent of the ARB may inspect the Community and the Residential Lots and Homes for compliance with these Rules and Regulations and the Residential Design and Maintenance Rules and Regulations.
- (l) Project Submission Requirements. Since projects may vary greatly in scope and complexity, project submission requirements will also depend upon the specific improvement or modification.

All improvements or modifications require submission of the complete Project Application Form which can be obtained from the Secretary of the ARB. Such form may be amended from time to time by the ARB.

These Rules and Regulations provide the best source of information related to the project and list the specific items that must be included with the application. A complete application will generally include:

- A brief written description of the project
- A site plan (if applicable) showing the location and size of the project
- Scaled drawings showing what is proposed
- A rendering or drawing showing the elevation of the proposal from the street including any existing tree cover and proposed landscaping.
- Photographs of the existing condition
- A brochure, catalogue photo, or manufacturer's information of what is proposed (if applicable)
- Material or color samples

The completed application and related materials should be sent to:

Secretary to the ARB
Hudson Highlands Reserve Homeowners Association, Inc.
Address

Philipstown, New York

- (m) Workmanship. The quality of work should at all times equal or exceed that which was originally used. If past practices are no longer acceptable or feasible, industry, code, current or best practices must be followed.
- (n) Specific Guidelines. Each Residential Lot Owner shall comply with the Residential Design and Maintenance Rules and Regulations concerning any and all design, renovation, construction and use of the Homes and Residential Lots.
- (o) Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:
 - (1) The ARB or its duly authorized representative may at any time inspect any work for which approval of plans is required hereunder. However, the ARB's right of inspection of the work for which plans have been submitted and approved shall terminate sixty (60) days after the work has been completed and the respective Residential Lot Owner has given written notice to the ARB of its completion. The ARB's rights of inspection shall not terminate pursuant to this paragraph if plans for the work have not previously been submitted to and approved by the ARB. If, as a result of such inspection, the ARB finds that the work was done without obtaining approval of the plans and specifications therefore or was not done in substantial compliance with the plans and specifications approved by the ARB, it shall notify the Residential Lot Owner in writing of his or her failure to comply with this Section within sixty (60) days from the inspection, specifying the particulars of noncompliance. The ARB shall have the authority to require the Residential Lot Owner to take such action as may be necessary to remedy the noncompliance.
 - (2) If upon the expiration of sixty (60) days from the date of such notification, the Residential Lot Owner has failed to remedy the noncompliance, the ARB shall notify the Board of Directors in writing of such failure. Upon Notice and Hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Residential Lot Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date that notice of the Board of Directors ruling is given to the Residential Lot Owner. If the Residential Lot Owner does not comply with the Board of Directors ruling within that period, the Board, at its option, may take whatever action it may have at law, in equity or in the Declaration, By-Laws or the Residential Design and Maintenance Rules and Regulations, including, without limitation, correcting or removing the non-compliance and charging the cost of all necessary work to correct

or remove the noncompliance and all reasonable legal fees to the Residential Lot Owner as an additional Common Expense.

- (p) Additional Requirements. No Residential Lot Owner will make any change in or to the Properties, any Residential Lot and/or Home located thereon without first (i) obtaining and maintaining during the course of such work such insurance as the Board of Directors may reasonably prescribe and providing the Board of Directors with a certificate of insurance prior to the commencement of the work, (ii) executing and delivering to the Board of Directors an agreement, in form and substance reasonably satisfactory to the Board of Directors, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (iii) executing and delivering to the Board of Directors an agreement indemnifying and holding harmless the Board of Directors, and the ARB, their members and officers, and all Residential Lot Owners from and against any liability, cost or expense arising out of or connected to such work and (iv) obtaining all approvals as necessary from the Town of Philipstown, Putnam County, State of New York or any other municipal or governmental agency having jurisdiction therefore. In connection with any proposed addition, alteration or improvement to an existing Home, the Residential Lot Owner shall pay the charges of the Architect which shall review such proposed plans at the request of the ARB. The Residential Lot Owner shall also bear the cost of any increased taxes or insurance premiums resulting from his or her alterations, additions or improvements.
- (q) Governmental Applications. Any application made to any department of the Town of Philipstown, Putnam County, State of New York or any other governmental or municipal authority for a permit to make an addition, alteration or improvement in or to any Residential Lot and/or Home located thereon shall be completed by the Residential Lot Owner and executed by the Board of Directors only, without however, incurring any liability on the part of the Board of Directors or the ARB or any of them to any contractors, subcontractors or materialmen on account of such addition, alteration or improvement, or to any persons having any claim for injury to person or damage to property arising therefrom.
- (r) Declarant. The provisions of this Section 2 of these Rules and Regulations shall not apply to any Unsold Residential Lots owned by the Declarant or its designees, assignees and/or successors until all such Residential Lots shall have been initially conveyed by the Declarant or such designees, assignees and/or successors to a bona fide Residential Lot Owner.
- (s) Architect and Builder. The provisions of this Section 2 of these Rules and Regulations shall not apply to Homes on their Residential Lot designed or constructed or to be constructed by the Architect or Builder or its/their designees, assignees and/or successors until such Homes shall have been completed by the Builder or its designees, assignees and/or

successors and a certificate(s) of occupancy obtained therefore by the Residential Lot Owner.

- (t) No Representations or Warranties. THE ARB ASSUMES NO RESPONSIBILITY AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO DESIGN OR CONSTRUCTION, INCLUDING, WITHOUT LIMITATION, THE CIVIL, STRUCTURAL, MECHANICAL, PLUMBING OR ELECTRICAL DESIGN, METHODS OF CONSTRUCTION, OR TECHNICAL SUITABILITY OF MATERIALS.
- (u) Accuracy of Information. Any person submitting plans to the ARB shall be responsible for verification and accuracy of all components of such submission, including without limitation, all site dimensions, grades, elevations, utility locations and other pertinent features of the site or plans.

Section 3. Violation of Rules and Regulations.

- (a) Upon receipt, by the President of the Board of Directors of the Association or by the Managing Agent, if any, of a signed written complaint alleging violation of any of these Rules and Regulations, the Residential Design and Maintenance Rules and Regulations, the By-Laws or Declaration as herein established or hereafter established or adopted by the Board of Directors of the Association, or the Conservation Easement, the President of the Board of Directors of the Association, or in the President's absence, the Vice President together with a minimum of two (2) other Directors of the Board of Directors of the Association, without a formal meeting of the Board of Directors of the Association, shall make a determination as to the validity of the complaint. Any Residential Lot Owner accused of a violation as aforementioned shall be entitled to receive ten (10) days' written notice of such accusation. The written notice shall contain the following statements:
 - i) A copy of the General Rule or Regulation or Residential Design and Maintenance Rules and Regulations or provision of the By-Laws or Declaration or Conservation Easement, which the Residential Lot Owner has allegedly violated and a description of the manner in which the Residential Lot Owner is believed to have violated any of the foregoing; and
 - ii) A time and place at which the Residential Lot Owner shall be given the opportunity to present a defense before final action is taken.
- (b) If, after said notice and hearing it is determined by the Board that the complaint is valid and justified the Managing Agent, if any, or in the absence of a Managing Agent, a Director of the Board of Directors of the Association, shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of five (5) days from the date of receipt of such notice of the decision of the Board of Directors, the Board of Directors may levy a fine of up to one hundred and fifty

(\$150) dollars upon the violator by written notice for each violation. Such fine is to be considered as an additional Maintenance Charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration or By-Laws. If after notice and levy of a fine the fine is not paid and the violation is not corrected or eliminated within five (5) days of written notice of the levy of the fine, the Board of Directors of the Association may assess additional fines of up to one hundred and fifty (\$150) dollars per violation after serving additional written notice upon the violator of the levy of an additional fine. The Board of Directors may continue to levy additional fines of up to one hundred fifty (\$150) dollars per violation in such manner as aforesaid until such time as all fines are paid in full and the violation is corrected or eliminated. If the violation results in loss of or damage to property classified as part of the Common Areas, the Board of Directors shall itself or direct the Managing Agent, if employed, to have said loss or damage repaired or replaced and the actual cost of said repair or replacement shall be assessed to the violator as an additional Maintenance Charge.

- (c) In addition to the right to issue fines for violations of the Declaration, By-Laws, General Rules and Regulations, Residential Design and Maintenance Rules and Regulations and/or Conservation Easement, as provided above, the Board of Directors of the Association shall be entitled to any other legal actions or other remedies that may be available to the Board of Directors of the Association to enforce any or all of the aforesaid documents.

Section 4. Costs.

Any costs incurred by the Board of Directors of the Association to remedy or cure any violation of the Declaration, By-Laws, the General Rules and Regulations, the Residential Design and Maintenance Rules and Regulations, or the Conservation Easement, shall be an additional Maintenance Charge charged to the violator in addition to the fine(s) levied upon the violator. Fines may be levied against a Residential Lot Owner's tenant residing in a Home on the Residential Lot, and the Residential Lot Owner shall be jointly and severally liable with his or her tenant for the payment of same. All leases for rentals of any Home on a Residential Lot in the Development, must include a provision that the tenant agrees to abide by and is subject to the terms and conditions of the Conservation Easement, Declaration, By-Laws and General Rules and Regulations, and Residential Design and Maintenance Rules and Regulations of the Association and agrees to be jointly and severally liable with the Residential Lot Owner of said Residential Lot for any fines assessed by the Board of Directors of the Association for a violation of said documents. In the event the Board of Directors institutes legal action for the collection of any fines or the enforcement of any of the provisions of the Conservation Easement, Declaration, By-Laws, General Rules and Regulations, and Residential Design and Maintenance Rules and Regulations, then the Defendant Member shall be responsible for payment of reasonable attorney's fees

of the Association, plus interest and costs for all enforcement actions, including those prior or subsequent to any legal action or in lieu thereof.

Section 5. Right to Change General Rules and Regulations.

- (a) Any consent or approval given under these General Rules or the Residential Design and Maintenance Rules and Regulations and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board of Directors of the Association, except as may be provided elsewhere herein. Further, any such consent or approval may, in the discretion of the Board of Directors of the Association or the Managing Agent, if any, be conditional in nature.
- (b) Further, the Board of Directors reserves the right to rescind, alter, waive or add, as to one or more or all Residential Lot Owners, occupants, lessees, guests and any other person residing in a Home located thereon, any General Rule or Regulation or any Residential Design and Maintenance Rules and Regulations at any time prescribed for the Association, when, in the reasonable judgment of the Board of Directors of the Association, the Board of Directors of the Association deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Association, or the preservation of good order therein, or for the operation or maintenance of the Association or the equipment thereof, or the comfort of Residential Lot Owners, occupants or others in the Association. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Lot Owner or other occupant will operate as a rescission, alteration or waiver in respect of any other Residential Lot Owner or other occupant.
- (c) The Board shall have the right to either increase or decrease the amount of the fines imposed on the Residential Lot Owners on an individual basis or as it applies to all Residential Lot Owners. If the Board of Directors of the Association changes the amount of the fines as it applies to all Residential Lot Owners it shall do so only after a notice has been sent to the Residential Lot Owners advising them of the change.

Section 6. Declarant/Architect/Builder.

The above provisions shall not apply to the Declarant and/or the Architect and/or Builder unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

Section 7. Complaints.

Complaints regarding the service of the Association shall be made in writing to the Board of Directors or to the Managing Agent, if any.

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Hudson Highlands Reserve Homeowners Association, Inc.

Residential Design and Maintenance Rules & Regulations

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Residential Design and Maintenance Rules and Regulations

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ARTICLE IV. Authorization, Compliance, and Restrictions

Article I: Section 1. Purpose

The purpose of these Residential Design and Maintenance Rules and Regulations (“Rules and Regulations”) is to present general policy, review procedures and design guidelines for Residential Lot Owners intending to build a new Home or make any changes to their Residential Lot or to the exterior of their Home in Hudson Highlands Reserve. These Rules and Regulations are also intended to serve as reference for members of the Architectural Review Board (“ARB”) of Hudson Highlands Reserve Homeowners Association, Inc. in reviewing projects submitted to them by Residential Lot Owners.

In general, these Rules and Regulations have been prepared to guide the development of Hudson Highlands Reserve with the following objectives:

- To provide a framework for maintaining architectural and design quality
- To promote respect and sensitivity for the natural environment
- To encourage consistency and continuity of design while allowing flexibility for achieving creative design solutions
- Suggest strategies for sustainability and energy efficiency

Section 2. Sustainable Strategies

One of the Development’s primary goals is to preserve the Community’s natural landscape and reduce resource dependence by pursuing sustainable strategies and smart development practices. Because of this, Horton Road LLC opted to pursue a conservation subdivision rather than a traditional development, and is proposing this as a Leadership in Energy and Environmental Design (LEED) Community.

Section 3. Architectural Review

These Rules and Regulations are promulgated pursuant to and in connection with the General Rules and Regulations of the Association, specifically, Section 2 entitled “Architectural Control Guidelines,” the terms of which Article 2 shall control.

The following is a brief Summary the Architectural Control Guidelines and is not intended nor is it a full and complete listing of the Architectural Control Guidelines which must be adhered to in their entirety.

- General. The Board of Directors of the Association shall appoint an architectural review board (the “ARB”), or may act as the ARB, to act on requests from Residential Lot Owners to design, renovate, construct or modify their Residential Lots and any Home located thereon, or landscaping on any Residential Lot.

The decisions of the ARB shall be binding on the Residential Lot Owner applicant (the “Applicant”). Approvals granted by the ARB are subject in all instances to compliance by the Residential Lot Owner with all applicable municipal laws and codes, the Residential Design and Maintenance Rules and Regulations, and the Conservation Easement.

Hudson Highlands Reserve Homeowners Association, Inc.
Residential Design and Maintenance Rules and Regulations

The ARB shall refer to and be guided by the Residential Design and Maintenance Rules and Regulations.

- Plans and Specifications. The ARB shall require the Applicant to provide such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, landscaping plans, elevation drawings and description or samples of proposed exterior material and colors. Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plan submitted for approval. Decisions of the ARB and the reasons therefore shall be transmitted by the ARB to the Applicant requesting the review at the address set forth in the application for approval, within sixty (60) days after receipt by the ARB of all materials required by the ARB.
- Application Processing. The Secretary to the ARB is responsible for processing applications, scheduling meetings, providing information to Applicants.

To obtain an application, information or assistance, please contact:

Secretary to the ARB
Hudson Highlands Reserve Homeowners Association
Address
Philipstown, New York

The Applicant (Residential Lot Owner) is responsible for complying with the provision of these Rules and Regulations, and the Residential Design and Maintenance Rules and Regulations, initiating the reviews and obtaining the required approvals. There are no exemptions or automatic approvals, and each application will be reviewed on an individual basis.

- Review

The Secretary to the ARB will review the application and accompanying information for completeness. Submissions that do not have the necessary information for review shall be deemed to be incomplete and will be returned to the Residential Lot Owner.

- Approvals. The ARB's approval for any proposed construction, renovation or improvement is within its sole discretion.

Approval by the ARB does not relieve the Residential Lot Owner of the responsibility of obtaining all other necessary approvals and permits required by the Town of Philipstown, the County of Putnam, the State of New York, and any other agencies or departments having jurisdiction over the project or improvements. The Applicant should contact the Town of Philipstown before beginning any work to verify what additional approvals or permits are required.

Hudson Highlands Reserve Homeowners Association, Inc.
Residential Design and Maintenance Rules and Regulations

Notification of the ARB's final approval constitutes an agreement by the Applicant not to deviate from the approved plans and specifications unless such proposed deviation has been submitted to the ARB and has been expressly approved by the ARB.

- After Approval. If the Residential Lot Owner desires to make any changes to the approval plan during construction, the Secretary of the ARB must be contacted by the Residential Lot Owner in order to determine whether these changes are material and whether a revised application needs to be submitted. Construction must be completed as approved and any changes from the original plans and specifications must be approved by the Architect and the ARB prior to the start or continuation of construction. Additionally, work must commence within 12 months of approval or a new application must be submitted. The project must be completed within 12 months of commencement for additions, updates, or renovations or 18 months for a new Home.
- Project Submission Requirements. Since projects may vary greatly in scope and complexity, project submission requirements will also depend upon the specific improvement or modification.

A complete application will generally include:

- A brief written description of the project
- A site plan (if applicable) showing the location and size of the project
- Scaled drawings showing what is proposed
- A rendering or drawing showing the elevation of the proposal from the street including any existing tree cover and proposed landscaping.
- Photographs of the existing condition
- A brochure, catalogue photo, or manufacturer's information of what is proposed (if applicable)
- Material or color samples

The completed application and related materials should be sent to:

Secretary to the ARB
Hudson Highlands Reserve Homeowners Association, Inc.
Address
Philipstown, New York

Article II: Definitions

The definitions contained in the Declaration of Covenants, Restrictions, Easements, Charges and Liens (herein "Declaration") shall be applicable to these Rules and Regulations unless otherwise stated.

Article III: RESIDENTIAL DESIGN AND MAINTENANCE RULES AND REGULATIONS

These Rules and Regulations contain both requirements and information or suggestions. Where the term “shall” or “must” are used, the statement constitutes a mandatory requirement. Where the terms “preferred” or “should” are used, the statement constitutes informational direction provided for the guidance and convenience of Applicants but does not necessarily require the ARB to approve the design elements or guidelines referenced in such a statement.

Additions/Alterations (Major)

General Considerations

Additions/alterations may include any room additions or extensions, garages, carport enclosures, sunrooms, greenhouses, porches, etc. Additions shall be planned and designed with the same rigor and consideration as the existing Home.

The addition/alteration shall be visually integrated with the existing Home through the consistent and complementary use of architectural elements, material, colors and other details. The design must be compatible with the existing house in style, character, scale, massing, materials and colors.

Specific Guidelines

- The size and location of the addition should be appropriate in relationship to the existing Home and space availability on the Residential Lot.
- The addition should minimize tree removal and retain all identified significant trees.
- Change in grade or drainage patterns must not adversely affect adjacent properties or open space.
- The design of the addition should repeat significant architectural elements of the existing Home such as roof lines, windows, trim details, materials and colors.
- The new roof pitch should, if possible, match that of the existing roof pitch.
- New windows and doors should be the same type, material and color as those of the existing house.
- Supplemental landscaping may be required to compensate for the removal of existing vegetation or help screen certain elements.

Green Guidelines

Generally, sourcing natural local materials for the proposed project will greatly contribute to any green design program.

High R-Value exterior wall or roof assemblies will decrease energy consumption for heating and cooling. It is recommended to use 10" SIPS panels at R-35, as opposed to typical wood frame construction of R-11. Any other highly insulated assembly of equivalent values is acceptable.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Photographs showing the existing house and indicating the location of the proposal.
- A schedule and samples of proposed exterior colors and materials.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.

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- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.
- A grading plan, if applicable.

Air Conditioners/Heat Pumps

General Considerations

Utilities and related mechanical and electrical equipment such as air conditioners, heat pumps, condensers meters, etc. shall be located as to minimize their visual and acoustic impact on the neighboring properties.

Generally, no application is required for the replacement of existing approved equipment of a similar size and appearance in the currently approved location.

Green Guidelines

Selecting ENERGY STAR high efficiency air conditioning units will reduce energy use. Units should also be well insulated with draft protection to prevent air leakage. Proper maintenance should be performed on a regular basis to ensure the unit is running optimally.

Specific Guidelines

- The size and appearance of the proposed air conditioner/heat pump unit must be appropriate for its residential setting.
- Through-the-way and window mounted units are prohibited on the front of any house.
- Where allowed, through-the-way units should be painted the same color as the wall.
- Any air conditioner/heat pump in a highly visible location may require landscape screening or an architectural screen.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposed addition/alteration.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Through-the-wall or window-mounted air conditioners require elevation drawings showing the house and the proposed unit.

Antennas/Satellite Dishes

General Considerations

Antennas/satellite dishes should be selected and located, to the extent possible, to minimize their appearance from the street and neighboring properties. The location should take advantage of screening provided by existing structures and/or vegetation.

In accordance with the Telecommunications Act of 1996 ("Act"), antennas and satellite dishes not larger than one meter (39") are permitted as a matter-of-right. No application is required for the installation of an antenna or satellite dish that does not exceed one meter (39") diameter and meets the following guidelines and all of the Federal Communications Commission (FCC) requirements under the Act.

The following guidelines are to assist in the placement of an antenna or satellite dish.

Specific Guidelines

- All Satellite Dishes must be one meter (39") or less in diameter.
- Based on the required positioning to receive transmissions, antennas/satellite dishes should be placed in an inconspicuous location. They should not be placed in areas where they would constitute a safety hazard.
- Although roof-top antennas are permitted under the Act, the use of attic antennas (installed in the attic) is encouraged.
- Per the Act, antenna/satellite dishes are limited to a maximum height of 12' above the roof line.
- All wiring for antennas and satellite dishes must be properly secured. In some instances, wiring may be required to be concealed.
- Satellite dish colors should remain as purchased. Preferred colors are black, gray, tan and other neutral tones. Where other color options exist, they should complement the color of the house to which the dish is attached e.g. roof or siding color.
- Other than the brand name, commercial advertising on the dish is prohibited.
- Landscape planting is recommended to screen a dish from view if it is placed in a visible location on the ground.
- Antennas/satellite dishes must be placed on the homeowner's Residential Lot, not in common areas.

Submission Requirements

- In accordance with FCC Regulations, no submission is required for the installation of an antenna or satellite dish that does not exceed one meter (39") in size. However, antennas/satellite dishes must follow the above guidelines and meet any and all FCC requirements under the Telecommunications Act of 1996.

Art Work

General Considerations

Art work includes, but is not limited to fountains, sculpture/statuary, etc. When considering the type and location of art, the size of the Residential Lot and proximity to adjacent residences are important factors.

In general, art work shall be appropriate to its surroundings. If visible from neighboring properties, art work may be required to be screened by natural vegetation and/or landscaping.

Green Guidelines

Art work that does not require electricity or the use of any other resource or utility is preferred.

Specific Guidelines

- The preferred location is in the rear yard; art work is generally not permitted in front yards or in side yards that face onto a street.
- Generally, no more than one large piece of art will be permitted on any Residential Lot.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- A photograph or drawing of the art, including dimensions, material and color.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Attic Ventilators

General Considerations

Attic ventilation equipment shall be selected, located and installed so as to minimize its appearance on the house and visibility from neighboring properties and the street.

Generally, no application is required for the replacement of existing approved ventilators of a similar size and appearance in the currently approved location.

Specific Guidelines

- The size and appearance of proposed attic ventilators should be appropriate for their residential setting.
- Attic ventilators shall not extend more than 12" above the roof surface.
- Attic ventilators shall be painted a flat black or a flat finish paint to match the roof color. Gable vents shall be painted the color of the siding in which installed, and ridge vents finished in the same color as the roof.
- Rotating or wind-powered turbine ventilators will generally not be approved because of their size and movement.

Submission Requirements

- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Photographs showing the existing house and indicating the location of the proposal.

Awnings

General Considerations

In general, sun control achieved through interior window treatments and/or landscaping is preferred to the installation of individual awnings on windows.

Awnings should be harmonious with and enhance the architecture of the house. The style, size, material and color of the awning must be compatible with the architecture of the house.

Generally, no application is required for the replacement of existing approved awnings similar in style and color to the original.

Specific Guidelines

- Generally, individual awnings are prohibited anywhere that is publicly visible.
- Fabric or wood is the preferred material. Metal, plastic, vinyl or other materials will generally not be approved.
- If the awning is removed seasonally, the frame must also be removed.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.

Barbeques

General

- Barbeques are permitted only in the rear of any Residential Lot.
- Barbeques must be located as far from adjacent Homes as possible, and in no event, less than 15 feet from the Residential Lot lines.
- Prevailing winds shall be considered when locating barbeques to avoid excessive smoke and odors oriented toward adjacent Homes.

Specific Guidelines

- To follow

Submission Requirements

- To follow

Basketball Hoops (Portable and Fixed)

General Considerations

Portable basketball hoops must be stabilized by filling the base with water or sand or staking according to manufacturer's instructions. Alternate forms of weighting, for example cinder blocks or bagged sand are not acceptable.

Fixed basketball hoops must be installed on a wall and not on a roof.

Specific Guidelines

- No more than one basketball backboard will be permitted on any Residential Lot.
- Basketball hoops must be located above the driveway apron and stored away when not in use.
- Building-mounted backboards should be clear or painted to match the surface behind (generally the siding or the roof).
- The addition of paving material for a playing court also requires review and approval.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Photographs showing the existing house and indicating the location of the proposal, if building mounted.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Chimneys/Flues

General Considerations

Chimney and metal additions should be planned and designed with the same care as initial construction and should be visually integrated with the architecture of the house. The design and location must be compatible with the house in style, scale, materials and colors.

Metal flues shall be selected, located and installed so as to minimize their appearance on the house and visibility from neighboring properties and the street.

Specific Guidelines

- An exterior masonry chimney must be constructed to grade and must not appear to be suspended above the ground.
- Chimneys should be constructed of materials and colors that match, or are harmonious with, the materials and color of the house.
- A masonry chimney should be constructed to match stone, brick and/or other masonry materials used elsewhere on the house.
- A rooftop metal flue should be on the side least visible from neighboring properties (usually the rear sloping roof), be no higher than the minimum required by the county building code, and be painted flat black or a flat finish paint to match the roof color.
- Wooden enclosures of flues shall be constructed of the same materials as the house siding, trim and color.
- Generally, through-the-way (direct-vent) metal flues will not be approved on an elevation that is visible from the street.
- Direct-vent metal flues shall be painted a flat finish of the same color as the wall through which installed.

Submission Requirements

- Photographs showing the existing house and indicating the location of the proposal, if building mounted.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- A schedule and samples of proposed exterior colors and materials.
- Include a manufacturer's "cut sheets" of rooftop and direct-vent metal flues. It should contain an image of the product with dimensions, colors, and material information.

Colors (Color Changes)

General Considerations

The development's object is to maintain a cohesive aesthetic by utilizing a modern rural tectonic. By using natural materials like wood and stone, and retaining its natural color with a clear sealant or light stain is highly encouraged. Exterior paints in regional earth tones up to three different colors are generally permissible; any other colors will be highly scrutinized and will only be accepted as an accent.

Color and material changes shall be appropriate in appearance and quality to the style and design of the house. Exterior colors should be selected to enhance the appearance of the house as well as its relationship with surrounding properties and the natural environment.

Generally, no application is required for repainting/restaining (or the replace of siding) with a color/medium that is the same or similar to that which is being replaced.

Green Guidelines

Selecting a low or zero VOC (volatile organic compound) exterior paint is recommended. Conventional paint may contain heavy metals or chemicals that can leach into plantings and groundwater.

Specific Guidelines

- Proposed colors and materials must be compatible with other existing or proposed exterior colors and materials on the house, such as roofing, siding, etc.
- When repainting/restaining, generally, the entire house is to be repainted/restained at one time to prevent an uneven appearance.
- Wood plank siding must be protected with stain or paint to prevent an uneven weather appearance.
- Use of the same manufacturer of paint/stain is important; considerable variation may exist between color "names" of different manufacturers.

Submission Requirements

- For new construction, elevation drawings, to scale, depicting material, pattern, and color of proposed exterior finishes.
- For renovations, photographs showing the existing exterior indicating locations of replacement siding, if applicable, and all elements proposed for color changes.
- When a change in material is proposed, such as the addition of siding or brick, include elevation drawings, to scale, showing the location of all areas proposed to be changed.
- Identify the manufacturer, material and specific color "name"; and provide chips of all proposed paints or stains key to the elements to be finished.

Compost Bins

General Considerations

Compost bins should be selected and located so as to minimize their impact on adjacent neighbors. The location should be as far as possible from neighboring properties and streets, and should take advantage of screening provided by existing or proposed structures and/or vegetation.

Food waste, some paper products, garden clippings, and compostable package material are good for composting. Avoid bones, diseased plants, or perennial weeds in your compost pile.

Green Guidelines

Composting is a great way to reduce waste that may end up in a landfill. The equestrian farm has a composting program that may coincide with that of the Residential Lot Owner's.

Specific Guidelines

- Must be located in the rear or side yard within Residential Lot lines; compost bins are prohibited in front yards.
- Generally no more than one bin will be permitted on any Residential Lot.
- The size of a compact compost bin is generally limited to 4' in height and 4'x8' in dimension.
- The bin should be self-contained, sturdily constructed of durable wood, plastic or metal and finished in a dark, muted color or left to weather naturally (if wood).
- If visible from neighboring properties, the bin must be screened.
- The compost bin must be maintained so that it does not create a visual or environmental nuisance.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- If prefabricated, include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- If constructed, include a plan and elevation drawing(s) identifying dimensions, material and color.
- Where applicable, provide a planting plan indicating the proposed type and location of vegetation or other screening, existing or proposed.

Decks

General Considerations

In general, the deck shall be an appropriate size for the area in which it is to be located. It shall be harmonious (in configuration, detail, material and color) with the architecture of the Community.

The deck should not be more than 1/8 the square footage of the house. Larger decks will only be considered for accessibility issues.

Modifications or additions to an existing deck must incorporate the same materials, colors and detailing as the approved existing deck.

Green Guidelines

Selecting sustainable decking material can be tricky. The two leading options, treated lumber and composite decking, have particular strengths and weaknesses that will require the applicant to determine which product will be better suited for the specific project.

The best choice for treated lumber is to choose one that is locally source with a Forest Stewardship Council (FSC) certificate and treated with ACQ, CA, or borate. Borate treated wood cannot be used for ground-contact applications, but are less toxic than ACQ or CA treatments. Treated lumber is usually softwood that is mor. The pressure-treatment produces a material that has properties similar to hard wood.

Composites use a blend of waste wood fiber, recycled plastics, and other materials to produce a stable, long lasting, low-maintenance decking material. The downside of these products is that they have no sustainable disposal method. The composite material cannot decompose into usable components. Because of this, proposals for decks that will be in use for a long time is ideal.

Consult with a decking expert prior to selecting a material — a new product may enter the market that better suits your requirements.

Specific Guidelines

- Design and location should minimize any tree removal.
- Change in grade or drainage pattern must not affect adjoining properties or open space.
- Decks are to be located at the rear or side of the house, and should be designed to minimize visibility from the street or Community spaces.
- Upper-level decks shall be attached directly to the house. Only ground level decks may be approved as freestanding decks.
- A solid trim board shall be provided on any open side of the deck to conceal the joists and cut ends of the decking.
- Underdeck screening should be compatible with the architecture of the house and deck.
- Decks shall be constructed of either a composite material or wood.

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- If wood is used then it should be left to weather naturally or painted/stained in a muted color that is harmonious with the colors of the house.
- The standard railing design is a simple 2" x 2" vertical picket railing at the minimum height required by the building code. Decorative railings and balusters will be considered on a case-by-case basis.
- Privacy screens should be constructed of lattice, properly framed and installed directly on top of the railing. The total height of the railing and screen must not exceed 7'-0" above the deck floor.
- Privacy screens should be limited to small areas of the deck. As a guideline, the total amount (length) of privacy screening should be limited to no more than 30% of the length of the deck.
- For enclosed upper level decks (screened porches), see also the design guidelines for porches/screened porches, additions/alterations, and new Home.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Detailed drawings of railings and any benches, planters, privacy screens, etc.
- Sample of proposed material, paint color, or stain.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Dog Houses/Runs

General Considerations

Dog houses and fenced areas must be located so as to minimize their visual and noise impact on neighboring properties. The location should be far as possible from neighboring properties, and should take advantage of screening provided by existing structures and/or vegetation.

Specific Guidelines

- Generally, no more than one dog house/run will be permitted on any one Residential Lot.
- Dog houses and dog runs should be located in the rear yard.
- The size of a dog house should be limited to no larger than 12 sq. ft.
- Dog houses must be sturdily constructed of durable materials and be finished in a color that is compatible with the Community.
- If located in a highly visible area, landscaping should be used to obstruct view from the street.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- If prefabricated, include a manufacturer's "cut sheets" of the product. It should contain an image of the product with dimensions, colors, and material information.
- If the item is to be constructed, include drawings identifying dimensions, materials and colors.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Doors

General Considerations

Doors shall be compatible in style with the architecture of the house. Storm/screen doors must be good quality and cannot distract or alter the appearance of the house.

Doors shall be of quality materials and workmanship, and shall be consistent in proportion, detailing and style. The type, material, color, detailing and installation of a new or replacement door must be consistent with that of existing doors.

Generally, no application is required for the replacement of existing doors, or storm/screen doors, that are similar in type, style and color.

Green Guidelines

Selecting a door made with sustainable materials that have good insulation and draft protection is recommended.

Specific Guidelines

Door Additions/Replacements

- Doors and door frames should be clad or painted with a color consistent with existing doors, windows and house colors. Colors shall comply with the guidelines for Color Changes.
- Wood doors must be protected with stain or paint to prevent an uneven weathered appearance.

Storm/Screen Doors

- Storm/screen doors should be “full-view” and simple, with straight-lined framing. Ornamental styles that are appropriate to the architecture of the house may be approved on a case-by-case basis.
- Storm doors may be finished in the same color as the door they enclose or in a color complementary with the house colors.
- New or replacement doors should match the type, style, and color of the existing door.

Submission Requirements

- Photographs showing the existing house and indicating the location of the proposal.
- For a new proposed door, produce an elevation drawing of the proposal in the surrounding context.
- Include a manufacturer’s “cut sheets” of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.

Driveways/Parking Pads

General Considerations

The widening, extension or addition of driveways, turnarounds and parking pads shall be consistent with the overall image and character of the Community. They should be located and designed to minimize their visual and noise impact on neighboring properties.

In general, the size of the driveway and related parking pad shall be appropriate for the size of the Residential Lot on which it is located. It should be constructed on natural grade using a material that is consistent with other driveways and parking pads in the neighborhood.

Additions/alterations to existing driveways/parking pads must incorporate the same material, color and detailing as the original driveway/parking pad. Approval is not required for the replacement of an existing, approved driveway/parking pad.

Green Guidelines

Using a permeable, locally sourced, natural material like stone, gravel, or permeable pavers can increase groundwater recharge without adding pollutants and helps prevent flooding from occurring.

Specific Guidelines

- Design and location should minimize the removal of trees and other significant vegetation, and preserve all identified significant trees.
- Change in grade or drainage pattern must not adversely affect adjoining properties or open space.
- Generally, more than one driveway will not be approved on any one Residential Lot.
- Driveway access from the street should be easy and direction. Maximum grade should relate to the length of the driveway and generally should not exceed 12%.
- Driveways shall only connect to the street where curb cuts have been provided, if curbs are present.
- Driveways and parking pads must be constructed of asphalt, concrete, or other approved special paving. The use of pervious and sustainable materials such as “grass-crete” or plastic rings, which allow grass to grow through the hard surface and soften the appearance of the paved area, are greatly encouraged.
- Landscaping may be required to compensate for the removal of vegetation and to screen the driveway/parking pad.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- A grading plan, if applicable. It should depict grade changes, soil removal calculations, and any proposed retaining walls.

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- A description or sample of the proposed paving materials.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Fences

General Considerations

In order to maintain openness consistent with the development's aesthetics, the use of fences should be limited. A forested buffer should provide adequate visual and physical protection from the road. Whenever possible, plant material should be used to define boundaries and create privacy. Fences should be located to minimize the physical and visual impact on neighboring properties. All fences must be well designed, well-constructed and compatible with the architecture of the home or project.

In general, fences are not permitted in front yards and may not extend beyond the front corners of the house. For approved fences, should be located to avoid removing existing trees or significant vegetation. Fence posts must not have any shiny metal post caps. Metal post caps must be painted to match the color of the fence.

Wood fences shall be left natural, stained or painted as approved by the ARB in its entirety. Vinyl fences are not permitted. Any other material will be reviewed on a case-by-case basis.

Gates shall match the design, material, color and construction of the fence. Ornamental gates will be reviewed on a case-by-case basis.

Specific Guidelines

- "Open" fences like estate, paddock, and split rail are the only permitted styles. The fence design should be consistent and compatible with the other approved fences in the neighborhood.
- All fences and/or gates must be approved by the Holder of the Conservation Easement prior to installation or repair or replacement.
- "Open" Residential Lot-line fences shall be installed in a racking/contour method. All vertical members must be straight and plumb. Horizontal members must be parallel with one another, if specified.
- Open type fences shall be no taller than 48". Wire mesh will only be allowed for containing permitted animals. The mesh must be heavy gauge (galvanized, black or dark green) with a square or rectangular weave, installed on the inside of the fence and must not extend above the top rail. "Chicken wire" or light gauge wire mesh is not permitted.
- Chain link fence (including vinyl-covered) is not appropriate for residential use.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- A landscape plan showing proposed plantings, as applicable.

Firewood

General Considerations

Firewood shall be kept neatly stacked, located in rear yard of residence and must be kept within the lot. Location should be in such a manner as to minimize visual impact. In certain cases, screening may be required. Under no circumstances is firewood to be stacked in Community areas.

Specific Guidelines

A firewood pile that complies with the following guidelines does not need approval. Any variation from these guidelines requires submission of an application for review.

- Firewood piles shall not exceed 4' in height for safety reasons.
- Under no circumstances shall the pile exceed 12' in length.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Dimensions of the proposed firewood pile.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Flags/Flagpoles

General Considerations

Flags, banners and flagpoles should be located so as to minimize their impact on neighboring properties.

When locating freestanding flagpoles, the size of the Residential Lot, relationship to adjacent residences, the size of the flag, the height, color and material of the pole are all important factors. The colors, design and message of the flag or banner will not be reviewed.

Specific Guidelines

- Generally, no more than one building or pole-mounted flag will be permitted on any Residential Lot.
- The flag or banner should not exceed 15 sf. ft. in size.
- Any illumination of the flagpole must not impact neighboring properties with glare or intensity. See lighting for specifications.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Lighting fixture location and type, as applicable.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Gazebos

General Considerations

Gazebos should be planned and designed with the same care and consideration as initial house construction.

In general, the Gazebo shall be an appropriate size for the area in which it is to be located, with consideration for visual and physical impact on adjacent properties.

Specific Guidelines

- The design and location should consider any adverse impact on neighboring properties through either the elimination of privacy or the removal of existing vegetation. Gazebos should be located to minimize any tree removal and must retain all identified significant trees.
- Gazebos must be located at the rear of the house.
- When located on a deck, the gazebo should be integrated both visually and structurally with the deck.
- Where the gazebo is to be located on an upper-level deck, special attention must be given to the massing of the addition; including the incorporation of structural skirting and/or landscaping to hide the understructure and visually integrate the gazebo with the house.
- When constructed of wood or a composite material, the Gazebo shall either be left to weather naturally or stained/painted in a muted color that is harmonious with the house.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- A schedule and samples of proposed exterior colors and materials.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Greenhouses

General Considerations

Greenhouses should be planned and designed with the same care and consideration as initial house construction. It should be constructed of a rigid structural material with preference for glass or rigid plastic walls and roof. Flimsy plastic sheeting is not permitted.

The greenhouse cannot be larger than 10'x20' or exceed 9' in height. Attaching to structure or Home is encouraged.

The greenhouse should be located to minimize tree removal and avoid visual, sound, and odor disturbance to neighbors and public spaces.

Green Guidelines

Much of the green efforts will be in maintaining the ideal interior temperature and humidity for the greenhouse regardless of the outdoor climate. Implementing natural heating and cooling methods like solar heat gain and swamp effect cooling are great options, while many greenhouses have had much success with ground-coupled heat exchangers. Any method that requires little to no electricity or doesn't need fossil fuels is encouraged.

Specific Guidelines

- Greenhouses can be attached to a structure or Home or be free standing.
- Landscaping should be used to screen from neighbors and public spaces.
- Greenhouses should be integrated with a decking or patio proposal to reduce impervious cover.
- Greenhouses should be maintained and kept clean. Broken glass or plastic panels should be replaced immediately and plants should not be left to grow wildly.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- For a constructed unit, include plans and elevations of the proposal, to scale, depicting all pertinent information.
- For a prefabricated unit, include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Gutters and Downspouts

General Considerations

The design, color and location of gutters and downspouts must be compatible with the architecture and colors of the house. No application is required for the replacement of existing approved gutters and downspouts of a similar size appearance and in the currently approved location.

Downspouts should be located and planned to prevent flooding, erosion, or damage to structures or neighboring lots. Multiple locations may be needed to spread the water load. Connecting to a tank, gravel/stone bed, or rainwater garden with a land depression may be needed to control erosion and flooding.

Green Guidelines

Collecting rainwater with roof gutters and downspouts is a great way to control flooding and retain water for landscaping or approved residential use rather than use municipal or well water. Gutters and downspouts must be connected to a rainwater collection tank. See Rainwater Collection for details.

Gutters for rainwater collection must include a screen guard to reduce contaminants in the water.

Specific Guidelines

- Gutters and downspouts shall be painted to match existing gutters, if exists, and downspouts or may be painted the color of the surface to which they are attached, or the existing trim color.
- Downspouts must be brought to grade.
- Downspout extensions, including underground drain pipe, must not detrimentally impact any adjacent Residential Lot.

Submission Requirements

- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.

House Numbers

General Considerations

House numbers should complement the architectural style of the house. They should be visible and easy to locate from the street.

Specific Guidelines

- House/unit numbers must be located on the approved curbside mailbox, and optionally near the front door. See mailboxes for details.
- House numbers should be located near or under a light for nighttime visibility, if possible.
- House numbers must be legible, Arabic numerals, no taller than 6" and should contrast with the color of the background to which attached.
- Custom designed house numbers may be approved if they are simple, appropriate and relate to the architecture of the house.

Submission Requirements

- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Photographs showing the existing house and indicating the location of the proposal.

Landscaping (Plantings, Retaining Walls, Gardens and Related Elements)

General Considerations

Landscaping is prohibited in the Conservation Easement area, including the designated forest buffer zones on each Residential Lot. The flora in these zones must be preserved in its natural state, with particular focus given to significant trees, to maintain the character and aesthetics of the Community. Maintenance and upkeep is outlined in Section 1 of the General Rules and Regulations of the Association.

Landscaping and the addition of planting materials are the preferred method for the screening of items such as pools, decks, patios, parking areas and utility equipment and providing visual privacy for the home.

In general, well maintained turf, low ground cover, flower beds, evergreens, small flower trees and the use of native materials are encouraged. Edible gardens with vegetation over 6' tall or traditional crop plants should be located in the back yard to minimize visual impact to neighbors. Reference state and local ban lists for invasive species for compliance.

Any use of synthetic materials including, but not limited to, synthetic turf, molded resin boulders and rubberized mulch is not permitted.

No approval is required for the installation of plantings, including trees or hedges, unless a landscape or planting plan is required as a part of the review of another application. Significant structural elements related to landscaping, such as retaining walls, paved areas, steps, etc., must be submitted for review and approval.

Green Guidelines

Preserving the existing matrix forest is the primary goal of this guideline. It shelters the Community from other development, provides residents with beautiful vistas and fun recreation, and strengthens Residential Lot values. Proposed landscaping within the buildable area should integrate existing trees, most importantly, any significant trees on the site.

Choosing local species for planting is highly encouraged. It is more cost effective more resilient to disease and climate, and can provide additional habitat for local fauna.

Proposing little to no lawn is highly encouraged. Because of the existing tree canopy, most lawn proposals will remove trees and weaken the canopy. Lawns are also water and resource heavy, provide very little habitat, and require a lot of maintenance.

Residential Lot Owners must only use chemical-free organic fertilizer with preference for compost or manures. Chemical fertilizers and pesticides are prohibited from use. Chemical fertilizers disrupt soil chemistry which can harm local flora; furthermore, chemical fertilizers flow into surface and ground water, affecting the water supply. The Equestrian Center has an equestrian waste composting program that provides the Community with the approved fertilizer.

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Specific Guidelines

- Total lawn area shall be no more than 2,000 square feet for any given lot.
- New trees and shrubs must be located so as not to obstruct significant views from neighboring residences or restrict sight lines from vehicular traffic.
- Plant materials should be appropriate in character, habitat, species, size (both installed and mature), number and arrangement for their purpose and surroundings.
- Wood chips and shredded wood should be used for mulch, rather than pebbles or gravel.
- Stone used as accent elements, ground cover or paving material should be chosen so that its color, size and installation complement the architecture of the house, the natural environment and associated plan materials. Existing stone walls are encouraged to be integrated into any proposed landscaping. Monolithic paving of yards or covering yards with decorative stones as a primary design element is prohibited.
- Regrading must not negatively impact neighboring properties or open space.
- Small landscape-related elements such as bird feeders, bird baths, small decorative garden ornaments, etc. that do not cause a nuisance for neighbors or the Community do not require review and approval.

Retaining Walls

- Walls should be as unobtrusive as possible and built to the minimum height needed and should be securely constructed with tie-backs/dead-men as needed.
- Walls should be made of durable materials that are compatible in color and appearance with their environment. Depending upon location, brick, heavy timbers, concrete or natural stone are appropriate.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- A landscape plan including descriptions of plantings, ground cover, and any other material.
- A grading plan, if applicable. It should depict grade changes, soil removal calculations, and any proposed retaining walls.
- Where structural elements are proposed, include drawings showing design and installation details.

Lighting

General Considerations

Lighting including both decorative and security shall be selected and located so as to be an integral part of the house and direct vicinity. Fixture style, configuration and location must be compatible with the architecture of the house.

Lighting shall be selected and located so as to minimize its impact on neighboring properties. The location of security lights on the house should be as inconspicuous as possible. Fixture design, wattage, color, location and direction should minimize glare onto neighboring properties, pedestrian walkways and streets.

No application is required for the replacement of an approved lighting with the same or similar item.

Green Guidelines

Exterior lighting that uses energy efficient bulbs like CFLs or LEDs are highly encouraged. They use less energy, last longer, and save money. When used with discrete, well located solar panels, exterior lighting can be an attractive and energy neutral option.

Unlike CFLs or incandescent lights, LEDs have the added benefit of emitting little to no ultraviolet or infrared light. This makes them well suited for outdoor use because they won't attract pesky bugs—they are very attracted to UV light. Moreover, warm (yellow) colored lighting will further discourage bugs to gather. LEDs are also the best choice for preserving artwork, finishes, and fabrics because UV and IR light deteriorates material over time.

Decorative lighting with no security or safety function is encouraged to be turned off after 11PM to reduce electricity consumption and alleviate disturbance to neighbors and wildlife.

Specific Guidelines

- Exterior lighting must be a warm (~2800k) or “yellow” color to coordinate with the lighting scheme for the subdivision. Any other colored lights are prohibited.
- A new or replacement light fixture should be either an exact match or compatible in style, design, size, color, finish, type and lamp wattage with the original or approved fixture it is replacing.
- Generally, no personal street-side lamps will be approved on a Residential Lot.
- Exterior lights must be shielded to reduce light pollution and glare. Unshielded lights will be reviewed on a case-by-case basis for features or accents.
- Security lighting such as spotlights or floodlight should be selected and located so as to minimize its impact on neighboring properties. Fixtures should be shielded and mounted under or immediately below the eaves. Security lighting that has no other function should be motion activated to minimize light pollution.
- Security light fixtures (floodlights) will not be approved as replacements for decorative lamps or fixtures at entry doors.
- Wallpacks or high intensity “barnyard” fixtures are prohibited.

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- Ground or tree mounted floodlights must have deep shields to effectively screen the light source from view and they should be carefully directed so that no glare impacts adjacent properties.
- Exterior light fixtures should be “hard-wired” so that there is no visible wiring or conduit.
- Seasonal/holiday lighting will generally not be reviewed; it should be removed promptly at the end of the season.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer’s “cut sheets” of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Drawings describing custom fixtures, where applicable.

Mailboxes

General Considerations

No application is required for the placement or replacement of the approved mailbox as described below. However, should there be a variance in material, color, size or style from the original mailbox then an application is required.

Specific Guidelines

- Mailboxes shall be located at the curb immediately adjacent to the driveway.
- Curbside mailboxes must conform to the original design parameters for the section. Minor variations in the color, size and style of the mailbox will be considered on a case-by-case basis.
- Newspaper delivery boxes, where desired, shall be incorporated within the design of the overall mailbox.
- Height and setback must conform to the United States Postal Service regulations.

Submission Requirements

- An existing site plan showing site features like steep slopes, significant trees, or stone walls; and the location of the proposed mailbox, the proposed or existing Home, significant vegetation, fences, and any accessory structures.
- Photographs showing the existing house and indicating the location of the proposal.
- If constructed, plans and elevations of the proposal, to scale, depicting all pertinent information
- If prefabricated, include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.

New Home

General Considerations

New Homes are submissions for detached single-family residential construction on a lot that has no existing Home. The submission should contain drawings and descriptions for the home, driveway, garage, landscaping, and all support structures that constitute the whole project. Any and all proposed work must be located within the buildable area of the Residential Lot.

The new Home shall be visually integrated with the existing houses in the Community through the consistent and complementary use of architectural elements, materials, colors and other details. By following this guideline, the applicant will be able to achieve the desired integration and will help to obtain approvals by the ARB.

All proposed Homes will need to achieve at least LEED Certified standards for LEED BD+C: Homes. Applicants must follow all requirements and conditions set forth by the USGBC for LEED certification.

Specific Guidelines

- The size and location of the new development should be appropriate in relation to the existing houses in the Community and space available on the Residential Lot.
- The new Home should be located and massed to minimize tree removal and preserve all identified significant trees.
- Changes in grade or drainage patterns must not adversely affect adjacent properties or conservation space.
- The design, materiality, and massing of the new Home should conform to the HHR Design Guidelines and the Community as a whole.
- Windows and doors should conform to the Rules and Regulations.
- Supplemental landscaping may be required to compensate for the removal of significant vegetation.

Submission Requirement

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Complete set of architectural drawings showing plans, elevations, and detail drawings for all proposed work.
- Photographs showing the site and indicating the location of the proposal.
- A schedule and samples of proposed exterior colors and materials.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.
- A grading plan, if applicable. It should depict grade changes, soil removal calculations, and any proposed retaining walls.

Patios

General Considerations

A patio shall be designed and located to be harmonious with the architecture of the house and to mitigate the impact of its use upon neighboring properties.

In general, the patio shall be an appropriate size for an area in which it is to be located and should be constructed of wood, slate, brick or other masonry or stone material. Landscaping is recommended for screening and buffering. Modifications to existing patios must incorporate the same materials and detailing as the approved existing patio.

Green Guidelines

Sustainable patio design is determined by the material—using porous non-petroleum or natural surface material. Ideal materials include locally sourced stone, aggregates (gravel, crushed rock, or pebbles), brick, or recycled composites.

Reducing the square footage of the patio will also provide for greener design. Having an appropriately sized patio will provide for a better user experience since there will be less upkeep and maintenance.

Specific Guidelines

- The patio shall be designed as an integral part of the house and Residential Lot.
- Design and location should retain and preserve all significant trees and minimize removal of other trees.
- Changes in grade or drainage pattern must not adversely affect adjoining properties.
- The preferred location is in the rear or side of the house. Front or street facing side yard patios will not be approved.
- Generally, the patio should extend no farther than 20' from the side of the house.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Detailed construction drawings of railings, steps, etc.
- A schedule and samples of proposed exterior colors and materials.
- A landscape plan, as applicable.

Play Equipment

General Considerations

Permanent play equipment should be selected and located so as to minimize its visual and noise impact on adjacent properties. Design and location should visually integrate the structure into its surroundings and should take advantage of any screening provided by existing vegetation.

When considering play equipment, the size of the Residential Lot, wooded area, equipment size, material, color, relationship to adjacent residences and amount of visual screening are important factors.

Green Guidelines

Ground surface material should be natural and removable, with preference for unmodified ground cover. Acceptable materials include sand, gravel, or mulch. Paved surfaces like asphalt, synthetic turf, or rubber surfacing are prohibited.

Specific Guidelines

- Play equipment should be located in the rear yard; play equipment is prohibited in front yards.
- Play equipment should be sturdily constructed of durable materials (preferably wood) and finished in a dark, muted color or left to weather naturally. Plastic, cloth or metal equipment, not including wearing surfaces such as slides, poles and climbing rungs, must be finished in muted colors.
- Where in a visible location, play equipment may need to be screened with plantings, to effectively reduce the visual impact from neighboring properties.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Porches

General Considerations

Porch additions shall be designed as an integral part of the house. The initial design of many houses may have included porches, decks, patios and privacy screens as options. Porch designs included in the initial design package shall be utilized whenever possible.

Porch/screened porch additions shall be compatible with the existing house in style, scale, massing and the consistent use of architectural elements, materials, colors and other details.

Green Guidelines

A porous porch, usually made of wood is the preferred flooring material. The proposal should refrain from concrete

Specific Guidelines

- The size and location of the porch should be appropriate to the existing house and space available on the Residential Lot.
- The design and location should consider any adverse impact on neighboring properties or open space, including changes in grade or drainage.
- New windows and doors should be the same or be compatible with the material and color of the existing house.
- Where more substantial porches/screened porches are to be constructed on upper-level decks, special attention must be given to the massing of the addition in order to visually integrate the porch with both the house and the ground.
- Supplemental landscaping may be required to compensate for the removal of vegetation and to visually soften the addition.

Submission Requirements

- An existing site plan showing site features like steep slopes, significant trees, or stone walls; and the location of the proposed porches, the proposed or existing Home, significant vegetation, fences, and any accessory structures.
- Photographs or renderings showing the existing or proposed house and the Residential Lot marked with the location of the proposed porch.
- Plans and elevations, to scale, showing the proposed porch, identifying dimensions, orientation, material, colors, and distance to Residential Lot line.
- A list of all exterior materials and samples of proposed colors, if applicable.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Rain Collection

General Considerations

A Rain Collection system consists of the roofing, gutters/downspout (see gutters and downspouts), filters, tanks, and outflows. A dry pipe nonpotable rainwater collection is a cost effective system that can be used for gardens and some residential uses, while a wet pipe potable rainwater collection integrates better filters and a floating intake to make the water usable for residential uses.

Choosing a natural, non-petroleum roofing material is very important for collected rainwater. Metal roofing is the most preferred materials for this application since it will not leach or release chemicals when in contact with rain, unlike petroleum-based roofing. See roofing for more information.

Rain Collection should be designed to be unobtrusive in location and appearance and must not cause drainage problems to the Residential Lot or its neighbors. The location should take advantage of screening provided by existing or proposed structures and/or vegetation or built underground.

Specific Guidelines

- The preferred location is in the rear or side yard; rain tanks are prohibited in front yards.
- The size of a rain tank is calculated to consider roof area, use, and site.
- The container must be designed for the purpose of collecting rainwater.
- The tank must be sturdily constructed of durable plastic in black, brown, green, or matching exterior and have a screened cover and a splash block provided for the overflow. Other colors to match trim or siding will be reviewed. The overflow from the rain barrel shall discharge to the same location as the current downspout.
- The tank should be set into a landscaped area or underground, so that its appearance will be softened by plant material. Additional landscaping or screening may be required to diminish the visual impact on other properties or from the street.
- The rainwater collection system should be maintained to prevent water quality degradation, flooding, or visual impact.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Photographs showing the existing house and indicating the location of the proposal.
- A schedule and samples of proposed exterior colors and materials.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Roofing

General Considerations

New or replacement roofing, including the design and material, shall be appropriate in appearance and quality to the style and design of the house. Roof material and color should be compatible with other existing or proposed exterior colors and materials on the house.

Generally, no application is required for the replacement of the existing roofing that is similar in material and color.

Green Guidelines

Roofs have a very significant role in sustainable residential design and many factors influence the effectiveness of the intended goals. These goals can be organized into four categories: energy, water, air, and longevity, and are highly interconnected. Many of these goals have to be weighed against the desires and aesthetics of the Community, the ecological region and specific site conditions.

The best method for Residential Lot Owners to have a successful green home is to consult with a LEED accredited professional. They would best navigate the complexities of designing and implementing sustainable strategies. The following guidelines should be considered for green design.

- Existing forest trees, especially significant trees cannot be removed to increase solar exposure to the roof.
- Roof gardens should be accessible and maintained. Living roofs will be reviewed on a case-by-case basis to evaluate aesthetic compatibility with the Community.
- Roof material like locally sourced slate, clay tiles, wood shakes, metal, and recycled composite materials are acceptable. Asphalt tiles are generally a poor for this application. Assessing the sustainable values of a building product can be a difficult task, but making sure a product contributes points for a project's LEED certification is a good indicator of its value. Many products will indicate this fact, but not all.
- Solar panels and/or solar water heaters should be located on the roof that maximizes solar exposure and minimizes visibility from neighbors or the road. Panels should not exceed 50% of the roof's surface area.

Specific Guidelines

- The roofing material and color should be compatible with the neighborhood.
- When replacing roofing, the entire structure should be re-roofed at one time. Partial re-roofing is generally not allowed unless the additional/replacement roofing is the same as the existing roof and the difference in weathering is minimal.
- A change in roof color must comply with the guidelines for Color Changes.

Submission Requirements

- Plans and elevations of the proposal, to scale, depicting all pertinent information.

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- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A schedule and samples of proposed exterior colors and materials.

Security Devices

General Considerations

Security devices including cameras and alarms shall be selected, located and installed so as to be an integral part of the house and not distract from its architecture and appearance.

Wires should be hidden by incorporating it with the Home or the surroundings.

Specific Guidelines

- Cameras and housings, sirens, speaker boxes, conduit and related exterior elements should be unobtrusive and inconspicuous. Such devices should be located where not readily visible and should be a color that blends with or matches the surface to which attached.
- Cameras cannot be positioned so as to be able to record or view into another lot, common area, or open space.
- Speaker boxes and sirens should be located to minimize noise into another lot, common area, or open space.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A schedule and samples of proposed exterior colors and materials.

Shutters

General Considerations

Shutters should be harmonious with the architecture of the existing house regarding the style, size, material and color of the shutters.

No application is required for the replacement of existing approved shutters with shutters that are similar in style and color.

Green Guidelines

Exterior shades like shutters are a more sustainable than interior window treatments because it blocks sunlight from getting inside and heating the house, thereby reducing the reliance on mechanically cooling the house during the summer. Using shading trees to block direct sunlight is the best options, since it blocks direct light in the summer and when it loses its foliage in the winter, allows sunlight to come through.

Using recycled, FSC-certified wood or other cradle-to-cradle materials for shutters are good material choices.

Specific Guidelines

- New shutters should be applied to all windows on an elevation, on both sides of a window, matching the size and configuration of the window.
- Removal of existing shutters must be submitted for review and approval.

Submission Requirements

- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.

Sidewalks/Walkways

General Considerations

Private sidewalks/walkways that follow along the perimeter of a lot are prohibited. The Community has a proposed system of sidewalks and walkways to promote passive recreation and transportation throughout the Community.

A new or replacement sidewalk or walkway should be constructed of aggregate, brick, stone, or other approved paving.

Modifications and additions to existing sidewalks or walkways must incorporate the same material, color and detailing as the builder's or other approved sidewalk. Approval is not required for the replacement of an existing, approved walk.

Green Guidelines

Selecting porous materials and minimizing total sidewalk area through careful planning are good green decisions that will reduce initial resource dependence.

Specific Guidelines

- Sidewalks should generally be a minimum of 3' and a maximum of 5' in width.
- Location should minimize any removal of trees and avoid all significant trees.
- Changes in grade or drainage patterns must not adversely affect adjoining properties.
- Sidewalks shall be of masonry such as aggregate, brick, stone, slate, flagstone, or other approved paving. Concrete is generally discouraged, and would need to be reviewed on a case-to-case basis.
- For handicap accessibility with documented need, alternate materials and spatial requirements are permitted as required by ADA standards.
- Landscaping may be needed for screening and barriers.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.
- A schedule and samples of proposed exterior colors and materials.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.

Siding

General Considerations

Siding style, material and color shall be compatible with the contemporary rural aesthetic of the Community. There is great preference for wood plank, wood shingle, brick, stone, and metal material for siding. Vinyl/plastic and many engineered materials are prohibited, but will be considered if they have exceptional sustainable properties. Maintaining the natural texture and color by using a clear or light stain or finish rather than paint is encouraged.

No application is required for the replacement of existing siding with siding that is identical or similar in style, material and color.

Green Guidelines

Siding like FSC-certified wood, cement fiber, recycled metal or local stone are good material options. Low-VOC paints, stains, and finishes are necessary for some of those materials, mainly wood, to maintain material integrity and protect from insects and UV degradation. Having strong insulation and moisture/air barriers will decrease reliance on heating and cooling. Consultation with a LEED-accredited professional will provide the services and information to achieve the desired results.

Implementing a rainscreen assembly is recommended for this area due to the high precipitation. This helps to prevent rot, rust and mold potential as well as preserve the structural integrity of the wall.

Specific Guidelines

- When replacing siding, all existing siding on the house must be replaced at one time.
- The proposed siding material and trim details should be similar in appearance to the existing approved siding.
- The proposed siding color should be the same as the existing approved siding color or approved under the guidelines for Color Changes.
- Wood siding must be protected with stain or finish to prevent an uneven weather appearance.

Submission Requirements

- Photographs showing the existing house and indicating the location of the proposal.
- Where additional siding is proposed, elevation and section drawings, to scale, showing the siding's pattern, orientation, and density.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A schedule and samples of proposed exterior colors and materials.

Signs

General Considerations

Other than as set forth in the By-Laws pertaining to the Developer, Architect, and/or Builder, no signage, billboards or banners of any sort if permitted on any Home or Residential Lot.

Skylights

General Considerations

Skylights should be visually integrated with the architecture of the house regarding style, location, size and color.

No application is required for the replacement of existing approved skylights of a similar size and appearance in the same location. New skylights must match existing ones.

Green Guidelines

Skylights can be a sustainable feature, but it intrinsically has very little value. If it provides light for spaces that would otherwise need artificial lighting or if the skylights are operable to be used for stack ventilation, it can contribute to LEED points. Otherwise, many skylights pose leaking problems and are poor insulators which may outweigh the benefits.

Specific Guidelines

- Skylights shall have a low profile and lay flat on the roof.
- Skylights shall be installed parallel with the roof ridge and edges.
- The frame color shall match or be compatible with the roof color.

Submission Requirements

- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- Plans, elevations, and detail drawings of the proposal, to scale, depicting all pertinent information.

Solar Collectors

General Considerations

Solar collectors (panels) shall be selected, located and installed so as to minimize their appearance on the house and visibility from neighboring properties and the street. The surface area of panels should be no larger than necessary to provide for the house.

No application is required for the exact replacement of existing approved solar collector in the same location.

Green Guidelines

- Existing forest trees, especially significant trees cannot be removed to increase solar exposure to the roof.
- Solar panels and/or solar water heaters should be located on the roof that maximizes solar exposure and minimizes visibility from neighbors or the road.
- Panels should not exceed 50% of the roof's surface area.

Specific Guidelines

- These installations shall be reviewed on a case-by-case basis.
- Solar collectors shall have a low profile and be parallel with the roof ridge and edges.
- All framing, piping, control devices and wiring must be hidden or painted the same color of the roof.
- Ground mounted solar collectors are prohibited.
- Solar panels must be serviced by a professional maintenance plan, preferably by the manufacturer or distributor.
- A home battery will need to be installed and sized appropriately for use.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Spas/Hot Tubs

General Considerations

Spas/hot tubs should be selected, designed and located so as to minimize their visual and noise impact on neighboring properties, and in no event less than 15 feet from the Residential Lot Line.

In general, a spa/hot tub should be integrated visually and structurally with a rear yard ground level deck or patio and be screened from neighbor's views.

The spa/hot tub should be covered for short-term storage or drained for long-term to prevent insect breeding or freezing pipes during the winter.

Green Guidelines

Specify an energy efficient unit with full foam insulation. Purchase a tight fitting cover and floating blanket to retain heat.

Only turn on the hot tub for days of use. Do not run the pump and heater to maintain water temperature year long.

Specific Guidelines

- Spas/hot tubs shall be located in the rear yard.
- Spas/hot tubs shall be screened from adjacent properties and streets by a structural screen, fence and/or landscaping.
- No more than one spa/hot tub is permitted on any Residential Lot.
- When set on a deck, the spa/hot tub should be integrated both visually and structurally into a deck.
- Any mechanical equipment, pipes and wiring must be concealed or screened from view.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- If architectural screening is proposed, include drawings indicating dimensions, details, materials, and location.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Sport Courts/Fields

General Considerations

In general, a sports field or court that requires a specialized ground surface, especially if they are impermeable will not be allowed. The area for the court or field will be included in the calculation for lawn area—total area cannot exceed 2000 sq. ft.

Specific Guidelines

- Sport equipment that can be removed is preferred over permanent fixtures.
- These fields shall be located in the rear yard and must be located a minimum of 15 feet from the Residential Lot Line. No proposal will be accepted for a front yard.
- Utilize landscaping to screen from neighbors and public spaces.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Photographs showing the existing house and indicating the location of the proposal.
- Include a manufacturer’s “cut sheets” of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Storage Sheds

General Considerations

Storage sheds must be located so as to minimize their visual and noise impact on neighboring properties. The location should take advantage of screening provided by existing or proposed structures and vegetation.

Whenever possible, storage sheds should be visually integrated with the existing house through the complementary use of materials, colors and details.

Green Guidelines

Building a storage shed from leftover construction material is a great sustainable strategy. Otherwise, select a prefabricated unit that uses recycled metal, FSC-certified wood, and “green” finishes.

Specific Guidelines

- Generally, no more than one storage shed will be permitted on any Residential Lot.
- Wherever possible, built-in sheds should be integrated into the architecture of the house, walls or fencing.
- Storage sheds shall be located in rear or side yards. Location in front yards is prohibited
- Size is generally limited to no larger than 80 sq. ft. and the roof no higher than 8’ from the ground at its highest point.
- Sheds should be finished to match the house, sealed with a wood preservative, or painted or stained in a color that blends with the immediate surroundings.
- Free-standing sheds should be located in areas of vegetation to screen the shed from neighboring properties and streets.
- Storage sheds in a visible location will require screening through landscaping to effectively reduce the visual impact on neighboring properties.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- If prefabricated, include a manufacturer’s “cut sheets” of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- If the storage shed is to be constructed, include a plan and elevation drawings, to scale, with dimensions, materials and colors; if built against the rear wall of the house, also include this elevation incorporating the proposed shed.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Swimming Pools

General Considerations

Swimming pools are permitted, except that above-ground pools are prohibited.

Green Guidelines

Natural pools that do not use chlorine or chemicals, installed by a professional, are a great alternative to traditional swimming pools. These pools use plants, filtration beds, and UV/ozone to clean and maintain the water. Furthermore, natural pools better integrate with landscape design, do not need to be drained in the winter time, don't have that "chlorine" smell, creates very clean and healthy water, and costs are similar to that of a traditional swimming pool with lower yearly maintenance costs.

The pool should be installed in a location that and retains all significant trees and minimizes the removal of all other tree.

Specific Guidelines

To follow

Submission Requirements

- Photographs showing the existing house and indicating the location of the proposal.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A grading plan, if applicable. It should depict grade changes, soil removal calculations, and any proposed retaining walls.

Trash Enclosure

General Considerations

Trash enclosures should be designed and located so as to minimize their impact on adjacent Homes and in no event, less than 15 feet from the Residential Lot Line. The material and finish should complement the architecture of the house. They should be easy to clean, protected from pests like insects and raccoons and alleviate odor issues.

Green Guidelines

A trash enclosure built from leftover building material (wood, stone, brick, etc.) is a good sustainable strategy.

Specific Guidelines

- The enclosure must be located along either the rear or side of the house; trash enclosures are prohibited in front yards.
- The enclosure must be immediately adjacent or connected to the house.
- Generally, no more than one enclosure will be permitted on any Residential Lot.
- The size of an enclosure is generally limited to 4' in height and about 5'x3' in dimension, to accommodate two 64-gallon trash carts.
- It must screen the trash receptacles from the front and side.
- If visible from the street, the enclosure should be screened by vegetation.
- The trash enclosure must be maintained so that it does not create a visual or environmental nuisance.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Tree House

General Considerations

The proposed tree house should strictly be for child use. The proportions and space requirements should accommodate children only. The goal of this guideline is to reduce the visual impact of the tree house and prevent any harm to the tree(s).

No more than one tree house will be allowed per Home.

The treehouse shall attach to no more than two trees and should accommodate the tree branches. The tree(s) must be determined by a professional that they will provide adequate support and will not be harmed by the construction. The proposals for identified significant trees will be reviewed more strictly.

Specific Guidelines

- The tree house cannot be more than 100 sq. ft. in area or exceed 66" in height.
- The platform for the treehouse must be no more than 12 feet from the ground.
- The tree house must be constructed with wood and attached structurally to the tree.
- Walls and roof should be minimal and unobtrusive.
- A ladder is the only permitted access to the tree house. A constructed staircase is prohibited.
- Electricity, plumbing or any other utility line is prohibited for a tree house.
- The structure must be in no event less than 15 feet from the Residential Lot line.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- A schedule and samples of proposed exterior colors and materials.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Tree Removal

General Considerations

Trees are an integral part of the overall image and character of Hudson Highlands Reserve and must be protected. Trees located on Residential Lots, open lands, and other natural areas may not be disturbed or removed without prior specific approval for each tree. Trees identified and tagged to be significant (trees that are 18 inches diameter at breast height (dbh) or larger) will remain.

In general, the removal of trees will be approved if the tree is dead or if there is danger to people or Residential Lot or if detrimental conditions exist, efforts must be made to stabilize tree prior to removal. Detrimental conditions include the physical intrusions by roots and branches

Green Guidelines

All removed trees must be transplanted or chipped/mulched for Community use.

Specific Guidelines

- The installation of an appropriate replacement tree may be required as a stipulation for allowing removal of a tree.
- Applicants must make all efforts to avoid or reduce tree removal to the maximum extent possible.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Photographs showing the existing house and indicating the location of the proposal.
- A description of the tree(s) to be removed and the reason for removal.
- The tree(s) should be marked with a ribbon or spray paint for easy identification.
- Information regarding any replacement plantings, if applicable.

Trellis/Arbors

General Considerations

Trellises and arbors should be designed and located so as to be compatible with the existing house in style, character, scale, materials and colors.

In general, the addition of a trellis should be integrated visually and structurally with the rear deck of the house. Freestanding arbors should complement the overall composition of the yard.

Specific Guidelines

- The preferred location should be integrated with the rear yard deck. A freestanding trellis or arbor should be located in the rear yard.
- Size, height, materials and color should be harmonious with the size of the Residential Lot and the architecture of the house, deck, patio, fence, etc.
- Selecting native non-aggressive climbing plants are highly recommended. Reference state and local ban list for invasive plants for compliance.

Submission Requirements

- The existing site plan showing site features like steep slopes, significant trees, or stone walls and existing Homes or buildings.
- Plans and elevations of the proposal, to scale, depicting all pertinent information.
- Photographs showing the existing house and indicating the location of the proposal.
- If prefabricated, include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A landscape plan including descriptions of plantings, ground cover, and any other material, if applicable.

Utilities

General Considerations

Utility lines serving Homes or Residential Lots or any structures in the Community shall be installed underground where feasible and in accordance with the Conservation Easement.

Specific Guidelines

- To follow

Submission Requirements

- To follow

Windows

General Considerations

Windows shall be compatible in style with the architecture of the house. Storm/screen windows must not distract from or alter the appearance of the house.

Windows shall be of quality material and workmanship and consistent in proportion, detailing and style. The type, style, material, color, detailing and installation of a new or replacement window must be consistent with that of existing windows.

Generally, no application is required for the replacement of existing windows, and/or the installation/replacement of storm/screen windows, that are identical to the existing.

Green Guidelines

The sustainability goal for fenestration is to provide 80% of the interior lighting from the sun and provide natural ventilation for indoor air comfort. Windows with a low U Factor better insulate the house; triple-pane windows can have a U-Factor as low as 0.15 and commonly available double-pane windows have a U-Factor of 0.30. Low-e coating is another excellent way to let in light but reduce solar gain. Selecting

For this region, maximizing south facing windows is a good strategy — it increases winter heat gain and with an overhang, reduces high summer sun exposure. East and West facing windows should be avoided as direct light and solar heat gain is difficult to mediate.

Specific Guidelines

Window Additions/Replacements

- New windows, including slide or French doors, must be compatible in style and character with existing windows and their proposed locations must be appropriate to the architecture of the house.
- Individual replacement windows must match or be compatible with existing windows in design, configuration, material, frame width and color.
- Window frames shall be clad or painted in white, black, or a color consistent with the architecture of the house.
- Windows shall have clear glass. Highly reflective glass tinting is not permitted.

Storm/Screen Windows

- Storm/screen windows must not substantially alter the appearance of the existing windows.
- When installed over existing windows, storm/screen window frames should be of the same material and have a similar color as the existing window frames.
- Additional storm/screen windows must match the type, material, frame width and color of the existing storm/screen windows

Hudson Highlands Reserve Homeowners Association, Inc.
Residential Design and Maintenance Rules and Regulations

Submission Requirements

- Photographs showing the existing house and indicating the location of the proposal.
- Elevations and details of the proposal, to scale, depicting all pertinent information.
- Include a manufacturer's "cut sheets" of any and all products visible from the exterior. It should contain an image of the product with dimensions, colors, and material information.
- A schedule and samples of proposed exterior colors and materials.

Article IV: Authorization, Compliance and Restrictions

Waiver, Amendment and Third party Benefit

The ARB maintains the right from time to time, at its sole discretion, to amend or modify these Rules and Regulations. Neither the ARB nor its agents or representatives shall be liable for failure to follow these Rules and Regulations. These Rules and Regulations confer no third party benefit or right upon any entity, person or Lot Residential Lot Owner or contractor, subcontractor or materialmen.

Conflicts with the Declaration, By-Laws and Conservation Easement

In the event of any conflict between these Rules and Regulations and the terms of the Declaration, By-Laws and/or Conservation Easement, the Declaration, By-Laws and/or Conservation Easement shall govern and control in accordance with the terms of said document(s).

Regulatory Compliance

It is the responsibility of the Lot Residential Lot Owner to obtain all necessary permits and ensure compliance with all applicable governmental regulations and other requirements. Plans submitted for ARB review shall comply with all applicable building codes, zoning regulations and the requirements of all governmental entities, agencies or departments having jurisdiction over the building project or Residential Lot within Hudson Highlands Reserve. Regulatory approvals do not preempt the authority of the ARB, and ARB approval does not incorporate any governmental approvals, which governmental approvals shall be the sole responsibility of the Residential Lot Owner.

Rules and Regulations

Where the provisions of applicable municipal standards are more restrictive than the provisions of these Rules and Regulations, the municipal standards shall be controlling. Where the provisions of these Rules and Regulations are more restrictive than the provisions of the applicable municipal standards, then these Rules and Regulations shall be controlling. No variance from municipal standards may be requested unless the prior written approval of the ARB has been obtained.

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