

FOREST ROW ASSOCIATION POLICIES

PURPOSE: The purpose of these policies is to establish specific guidelines to promote the social welfare of the community - the residents' relationships, recreation, and management and maintenance of our commonly held land. Recognizing that each of us has his or her own standards of behavior, the aim of these policies is to promote respect and good will among neighbors. When a lessee is not able to comply with a particular policy, communication with neighbors or with the Management Committee is an effective way to get help. Seeking such input and assistance is welcome because it minimizes a sense of isolation and builds a stronger sense of community.

1. Pets and animals are welcome. With consideration for neighbors and the native wildlife, proper restraint and restriction shall be observed. When outdoors, dogs shall be leashed at all times, per Town law. Owners of pets are responsible for maintaining peace and quiet and for cleaning up after them. Farm and large domesticated animals must be approved by the Management Committee and housed away from the dwellings.

2. Consideration shall be given to the privacy of each family and dwelling. The use of all paths and common land shall be so as to maintain said privacy. The height of shrubbery for purposes of privacy is to be limited so as to prevent any solar blocking to neighbors.

All artificial lighting is to be maintained so as to prevent light from spilling onto neighbors' leaseholds and the outdoor space they use. Exterior lighting fixtures must be properly aimed and have cut-off shades to prevent lighting of neighbors' areas. Interior lighting that otherwise would spill onto neighbors' leaseholds must be blocked by shades or curtains to prevent such off-site spillage.

Noise, particularly at night, must be limited; late night outdoor loitering, and use of car horns any time except for road emergencies, is prohibited; leaseholders are responsible for maintenance of a quiet, non-disturbing environment.

3. Houses and other structures built or placed on the property shall have wood (shakes, clapboards, etc.) or masonry (brick, stone, etc.) exteriors. Each house shall be at least 900 square feet in size and no more than two stories above grade.

4. Each lessee shall be responsible to keep his/her site clean, in good repair and free of debris.

Construction materials and stored items must be kept away from or screened from public view. Garbage containers and recycling bins may not be put at the roadside earlier than the evening before pickup, and they must be removed from the roadside no later than the evening after pickup, per Town ordinance.

Lawns and gardens in view of neighbors must be maintained. Control of tree root suckers and other weeds in the vicinity of one's leasehold and along the roadway is the responsibility of the leaseholder. If the Management Committee finds that a leaseholder is not controlling weeds and unsightly growth properly, it will notify the party in writing. The notified leaseholder may rectify the problem or discuss it with the Management Committee. If the leaseholder does not come to an agreed solution with the Committee or rectify the problem, the Association will have the work done, charging the cost of such work to the leaseholder. The cost for such work will constitute an additional common expense paid by the leaseholder, and non-payment shall be deemed a lien against her/his property.

5. Cottage industries are permitted. Any lessee seeking to establish a cottage industry must present a proposal to the Association. The proposal shall explain the nature of the business and its impact on the land and water. Each business shall be subject to at least an annual review for approval to operate. Such use is also subject to provisions of the Great Barrington town by-laws.

6. The use of motorized recreational vehicles or the recreational use of motorized vehicles is not permitted on the property.

7. Hunting and trapping are not permitted on the property.

8. The property shall be posted by the Association for purposes of limiting certain activities and for protecting the privacy of residents.

9. Rental of a room full-time, or of an entire leasehold part-time is permitted only in accordance with the policies of the Community Land Trust and with written approval by the same. Rental prices may not exceed the Fair Market Value (HUD guideline prices as updated by Construct).

10. Building Maintenance. Each leaseholder is responsible for maintaining his/her exterior, particularly things that are seen by neighbors and the public, e.g., gutters, rotten wood, broken rails, mildew, etc. Fuel tanks and outdoor storage of equipment shall be screened from view, and screening shall be properly maintained.

Should any leaseholder report to the Management Committee that she/he cannot do required maintenance for a justifiable reason, the Association will do all it can to help the leaseholder. If the Management Committee finds that a leaseholder is not maintaining his/her building, it will notify the party in writing. The notified leaseholder may discuss it with the Management Committee. If the leaseholder does not come to an agreed solution with the Committee or rectify the problem, the Association will have the work done, charging the cost of such work to the leaseholder. The cost for such work will constitute an additional common expense paid by the leaseholder, and non-payment shall be deemed a lien against her/his property.

11. The Association, to meet its responsibilities as stewards of the land, needs to organize at least two work days per year for maintenance of the property and the Land Use Plan. While it would be wonderful if everyone appeared to help whenever necessary, each leasehold is expected to participate in at least one of these work days.

12. Any substantial material change to the exterior of a unit must be approved by the Association in conformance with the Forest Row Association Agreement. Approval of proposed changes by the Association shall be made only on the submission to each of its members of the following:

Drawings to scale sufficient to represent the impact the proposed addition will have on the Forest Row environment;
A schedule showing construction start and completion dates.

The Association may attach any conditions on its approval of proposed changes. The drawings, schedule, and conditions for approval will be maintained with Association minutes, and the same documents must be submitted to the Community Land Trust for its approval under the terms of the CLT lease. Construction work may not begin without both Association and CLT approval.

Note: FRA Agreement paragraph 7) states that “Any common expense not paid by a party hereto...shall be deemed a lien against the equity interest of such party...”