

**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
PREAMBLE TO AMENDMENTS**

The Board for the Common at Sinnott Farm authorized the formation of a subcommittee to review and clarify the Rules and Bylaws governing our Common, dated 4/20 and 4/21/1988.

The results of that subcommittee, known as the Bylaws Subcommittee of Sinnott Farm, are reflected herein as amendments.

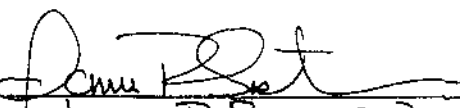
The subcommittee felt, upon its inception, that its task did not include rewriting the entire text of the abovementioned documents, but rather interpreting this rather lengthy and cumbersome text into easily readable amendments.

We found that there were identifiable issues, within our community, that were not adequately or specifically covered within the original Rules and Bylaws.

We found that there was confusion in identifying the responsibilities of the Board to the community, and of the community to the Board.

We found that the Rules and Bylaws were written in a manner that was cumbersome and complicated for either the Board or the individual homeowner to fully comprehend or understand.

Where there is a conflict between an amendment, and the Rules and Bylaws the Rules and Bylaws shall prevail.

APPROVED:   
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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

For the Bylaws Subcommittee of Sinnott Farms:

*Laurie Sostman*

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Laurie Sostman - Chairperson

*October 13, 2005*

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Dated

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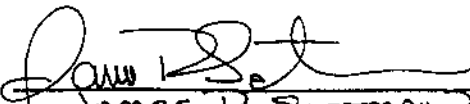
*James R. Sostman*  
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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT A  
TAG SALES**

- SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.
- PURPOSE:** To address and clarify the rule and bylaw covering the holding of tag sales by the owners within The Common at Sinnott Farm.
- PROPOSED:** Tag sales, held by owners of the Common at Sinnott Farm, will be allowed under the following conditions.
- A. The Board, at its first meeting of each year, will designate two dates, within that year, on which a tag sale may be held. The board will notify each and every homeowner, within the Common at Sinnott Farm, of these dates. Such notification shall occur within 30 days of said determination.
  - B. Tag sales shall be held at the individual home sites within the Common at Sinnott Farm with the stipulation that the homeowner signs a waiver of liability.
  - C. Tag sales shall take place after the formation of a committee whose responsibilities will include: determination of the hours of operation of the tag sale; creation, distribution and collection of a waiver of liability to be signed by the participants; arrangements and directions for parking only on Town of Bloomfield roads; placement and removal of signage. Any costs incurred for signage or advertising will be borne by the participating homeowners and collected by the committee.
  - D. The Subcommittee shall be the arbiter for any disputes or questions that may arise in the development or the conduct of the tag sale.
  - E. Homeowners will be responsible to clean up the tag sale area at the sale's conclusion.
  - F. There will be no restriction on the type of items that can be offered at the tag sale, other than those items a reasonable person may find objectionable or offensive.
  - G. Items put up for sale must be the personal property of the homeowners of The Common at Sinnott Farm.

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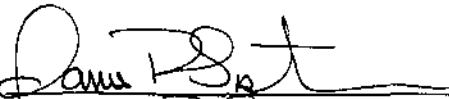
  
James R. Sostman  
PRESIDENT

DATED: October 13, 2005

**OVERVIEW:**

The Bylaws Subcommittee of Sinnott Farms recommends that tag sales be allowed within the boundaries our community. We, as a subcommittee, understand that an event such as a tag sale can and will promote a sense of community. The subcommittee, however, does realize that an event such as this can cause difficulties and negative issues that would adversely affect the community in whole and individual homeowners. Some of these issues are: liability to the community in case of accident, security of the community, excess traffic and noise, and the narrowness of our "private roads" is not conducive to handling excess parking overflows that might occur during a tag sale. We, therefore, feel that a common, structured tag sale twice per year will give any member of our community who wishes to participate the ability to effectively conduct a tag sale without any major encumbrances to those of our community who choose not to participate in the sale.

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JAMES R. SOSTMAN  
PRESIDENT

DATED. OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULES AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT B  
PARKING RESTRICTIONS**

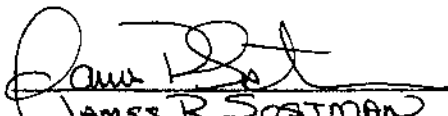
**SCOPE:** To address deficiencies and confusion in the "Rules and Bylaws of the Common at Sinnott Farm," dated 4/20 and 4/21/88.

**PURPOSE:** To address and clarify the rule and bylaw covering vehicle parking restrictions within the Common at Sinnott Farm.

**PROPOSED:** Vehicle parking of the Common at Sinnott Farm will be allowed under the following conditions:

- A. There will be no restrictions on the number of vehicles parked on the driveway of each residence.
- B. All vehicles parked on the driveway must be legally and currently registered to the homeowner, their renter or guest, by a recognized state Motor Vehicle or Canadian provincial Department.
- C. All vehicles, other than those listed in item "d" (below), must be parked on the driveway, or anywhere upon the owner's property must be moveable (not on "blocks"), registered and in working order.
- D. No motorcycle, trail bikes, trucks, commercial vehicles, boats, trailers, campers, off-road, or recreational vehicles or any other motor vehicles other than normal passenger automobiles designed to carry a maximum of 9 (nine) passengers, or motor vehicles used by the Declarant in connection with the construction of improvements on or within the Common Interest Community, shall be parked or stored upon any part of the Common Interest Property unless such vehicle is parked or stored in a garage that fully encloses such vehicle so that such vehicle is not visible from outside the garage. The doors of such garage shall be kept shut except during periods of ingress and egress from such garage.
- E. Overnight on-street parking is not allowed. This restriction applies not only to the homeowner, but to their guests as well. All vehicles must be removed from the street no later than 3:00 a.m. Any towing charges incurred in the violation of this condition shall be the responsibility of the homeowner.

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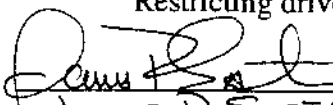
DATED: OCTOBER 13, 2005

- F. Special circumstances that may limit access to a homeowner's driveway, such as but not limited to repaving or resurfacing of the blacktop, may require on-street overnight parking. This parking shall be permitted upon application to and approval from the Board.
- G. On-street parking on the "private roads" of the Common at Sinnott Farms, by the owner, renter, or their guests is allowed except under the following restrictions:
  - a. Immediately before, during, and within a reasonable time after a winter storm.
  - b. Vehicles must be removed prior to the 3:00 a.m. parking curfew.
  - c. All vehicles shall be parked no closer than three feet from another homeowner's driveway or fire hydrants.
  - d. Concurrent parking on both sides of the "private streets" is permitted only for emergency or fire vehicles.
  - e. All on-street parking shall not, in any way, interfere with the free movement of traffic on the "private streets" of the Common at Sinnott Farm, especially the free passage of emergency vehicles.
  - f. Periodically, the Board may restrict all on street parking on the "private streets"(for example for paving work) within the Common at Sinnott Farms. The Board shall notify all homeowners within a reasonable time of this restriction, and the reason.
- H. The Covenant Committee of the Common at Sinnott Farm will be responsible for the enforcement of these conditions and restrictions. Violations should be reported to a member of this committee.
- I. The Covenant Committee shall be the arbiter for any disputes or questions that may arise concerning parking restrictions.
- J. The homeowner shall be responsible for any costs incurred in the enforcement of these conditions or restrictions. These costs may be, but not limited to, towing charges, fines, and or any other costs incurred in the enforcement of these conditions.

**OVERVIEW:**

The Bylaws Subcommittee of Sinnott Farms recommends that homeowners have the ability to park on the street or on their driveway. Periodically, homeowners may wish to host guests, have contractor work done, or have relatives visit. We also, as a subcommittee, recognize those times when a homeowner's garage may not be available for the parking due to storage constraints. Restricting driveway or on-street parking can adversely affect the


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 JAMES R. SOSTMAN  
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homeowners of the Common at Sinnott Farm. The subcommittee, however, recognizes that some limitations must be incorporated into our community. Our "private streets" are narrower than the standard thoroughfare, thus parking on both sides of a street at the same time could cause serious problems in case of an emergency, or even normal access by other homeowners. On street parking during and after winter storms causes nothing but headaches for the snow removal companies, and your neighbors. We, therefore, feel that these conditions and/or restrictions are appropriate.

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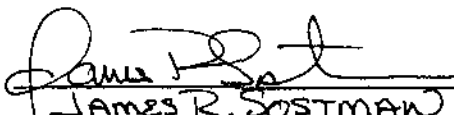
  
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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULES AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT C  
APPEAL PROCESS**

- SCOPE:** To address deficiencies and confusion in the "Rules and Bylaws of the Common at Sinnott Farm", dated 4/20 and 4/21/88.
- PURPOSE:** To address and clarify the rule and bylaw covering the approval and appeal process by both the Board of the Common at Sinnott Farm and the homeowner.
- PROPOSED:** Periodically, the Board of the Common at Sinnott Farm may be requested, by the homeowner, to accept or reject variances to the restrictions contained within the Declaration, Bylaws, or Rules of the Common at Sinnott Farm. The following are the conditions on which the homeowner and the Board will comply with:
- A. The homeowner will submit to the board a written request for any variance to the Declaration, Bylaws, or Rules. This request shall include an explanation of the work to be performed, a sketch or plan of the work, and any other information, such as a product brochure, which the homeowner deems necessary for the Board in making their decision.
  - B. The homeowner will be responsible for obtaining any and all approvals required by the Town of Bloomfield. Such approvals shall be submitted to the board as part of the written request for variance.
  - C. The homeowner shall mail such request to the designated post office box of the Common at Sinnott Farm. Any other method of transmittal will not be recognized as official. The envelope shall be made out to the attention of "The Covenant Committee".
  - D. The homeowner's submittal of this request to the Covenant Committee should be made in a reasonable time prior to the proposed start date in order to give the Committee time to review the application and a determine the acceptance or rejection of such request.
  - E. The Covenant Committee will review such homeowner application and render a decision within 14 (fourteen) days of the original postmark. Should the Covenant Committee fail to

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PRESIDENT

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- respond within the fourteen (14) day allotted time period, the homeowner's application shall be considered approved.
- F. The Covenant Committee shall base their decision on the following criteria:
- a. Will the variance add to or detract from the overall appearance, continuity and/or value of our community?
  - b. Is the variance within the tolerances of local building and/or zoning codes?
  - c. Does the acceptance or rejection of the request break any existing State or Federal statutes?
  - d. The Committee may canvass homeowners adjacent to the submitter of the request for their input and counsel.
  - e. Other factors which may impact the Covenant Committee's decision.
- G. The Covenant Committee shall transmit in writing, to the homeowner, their decision via the U.S. Postal Service. The transmittal shall include their decision and any background information used in making that decision. No other method of transmittal shall be considered valid.
- H. The Covenant Committee shall create a file containing the homeowner's original request for a variance, any background information used in making their decision and a copy of the notification to the homeowner and shall, for a reasonable amount of time, retain this information.
- I. The homeowner may appeal the decision of the Covenant Committee within 30 (thirty) days of the Committee's response. Failure to appeal within this time period would require a total resubmission of the variance. The process to appeal that the homeowner shall use is as follows:
- a. The homeowner shall contact the President of the Board and request time be allocated at the next scheduled board meeting, or request a special session of the board, to review the Covenant Committee's decision.
  - b. Should the President not be available, the homeowner shall contact, in order of succession, the Vice President, the Treasurer, the Secretary, or the Assistant Secretary of the board.
  - c. The scheduled appeal meeting shall be constituted of at least two-thirds of the existing board membership and at least one member of the Covenant committee plus the homeowner.
  - d. The homeowner shall present any information, in writing or by testimony, on why the Covenant Committee's decision should be repealed.

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- e. The Covenant Committee shall present any information, in writing or by testimony, on why their decision should be upheld.
- f. The Board shall reconvene to executive, closed-door session to review the information garnered from the homeowner and the Covenant Committee.
- g. This executive session may be at the time of the appeal meeting or within 7 (seven) days of said meeting.
- h. A simple majority of the Board will be needed to uphold the homeowners appeal.
- i. The Board shall inform the homeowner, in writing by certified mail – return receipt requested, of it's decision within 10 (ten) days from the original appeal meeting.
- j. All information generated during the appeal meeting, or in succeeding meetings, either by the homeowner, the Covenant Committee, or the Board shall be made part of the original variance file.
- k. The decision of the Board is considered final. The homeowner, however, may at anytime resubmit to the Covenant Committee their request for variance to the Declarations, Bylaws and Rules.

**OVERVIEW:**

The Bylaws Subcommittee of Sinnott Farms realizes that issues deriving from variances to rules in general can be contentious. To limit one's ability to change or adapt one's surroundings to his or her liking should, in most cases, not be acceptable. We do, however, strongly believe that our community in total requires these rules in order to maintain the continuity, attractiveness and value of our surroundings. That said, we as a subcommittee believe that there must be an effective method of handling those instances whereby both the individual homeowner and the community benefit, but are in direct conflict with our Declaration, Bylaws, and Rules. A clear, effective, and well-documented appeal process, one devoid of arbitrary decisions, which follows an established methodology, should assist in an outcome acceptable to all parties concerned.

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JAMES R. SOSTMAN  
PRESIDENT

DATED:

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**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT D  
PLANTINGS, LANDSCAPING, OUTSIDE STRUCTURES  
AND FENCING**

**SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.

**PURPOSE:** To address and clarify the rule and bylaw covering plantings, landscaping, addition of outside structures, and fencing by the homeowners within the Common at Sinnott Farm.

**PROPOSED:** Under certain circumstances, as outlined below, the homeowners of the Common at Sinnott Farm may incorporate certain plantings, landscaping, outside structures, and/or fencing onto their private property.


**A. Plantings.**

- a. Defined as shrubs, trees, flowers (annual or perennial), vines, vegetables, or other live, growing species.
- b. The Board of the Common at Sinnott Farm does not require prior approval for such plantings.
- c. Removal of any living tree(s) from the owner's property requires approval from the Covenant Committee prior to the start of the work

**B. Landscaping.**

- a. Patios or walkways constructed of stone, brick, concrete, or other permanent or fabricated material require approval from the Covenant Committee prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance).
- b. Walls constructed of stone, brick, concrete, or other permanent or fabricated material require approval from the Covenant Committee prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance). Such structures shall not be in excess of 24 inches high (from ground surface to top-most point of structure).
- c. Walls constructed of stone, brick, concrete, or any other permanent or fabricated material, used in delineating

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James R. Sostman  
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the owner's property line, are not acceptable to the Board or to the Common at Sinnott Farm.

- d. Ornamental structures such as, but not limited to, trellises, pergolas, lattice works, benches and/or archways require approval from the Covenant Committee prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance).

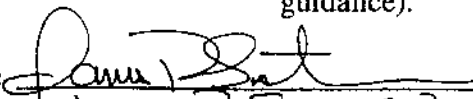
C. Outside Structures.

- a. Deck structures, either raised or at ground level, require the approval of the Covenant Committee prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance).
- b. Structures such as, but not limited to, out buildings, sheds, gazebos, child playscapes or playhouses, require Covenant Committee approval prior to the start of the project (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance). The Covenant Committee shall use the following guidelines to accept or reject the owner's request for a variance to the Rules and Bylaws of the Common at Sinnott Farm:

1. Where will the structure be placed on the owner's property?
2. What is the size of the structure, and how does that size fit, esthetically, onto the owner's property?
3. What material is the structure comprised of? Note: If the material is susceptible to rust or discoloration from the elements it shall be considered unacceptable.
4. Can the structure be constructed of low or no maintenance material?

- c. Semi-permanent outside structures such as, but not limited to, screened-in sitting areas, canopies, or other structures used for seasonal functions are allowed as long as the owner disassembles and removes such items within a reasonable time after last usage. Such structure must be in good order and repair.
- d. Ornamental items such as, but not limited to wishing wells, small windmills, and flagpoles do require Covenant Committee approval (see amendment "C" to the Rules and Bylaws, dated June 1, 2005 for guidance).

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D. Fencing

- a. Fencing of any type, used to delineate the owner's property line is not acceptable.
- b. Fencing of any kind, in excess of four (4) feet high (from the ground surface to the top-most point of the fence), used to protect gardens from wildlife is not acceptable.
- c. Animal enclosures such as, but not limited to, dog houses, enclosed animal runs, or any other enclosure used to maintain pets or animals are not acceptable.
- d. Ornamental or decorative fencing used for garden edging does not require Covenant Committee approval as long as it does not exceed four (4) feet in height (from the ground surface to the top most point of the fence).

**OVERVIEW:**

The Bylaws Subcommittee Sinnott Farms understands that issues relating to plantings, landscaping, outside structures, and fencing can be, and have been, somewhat contentious. We felt that by clarifying the Rules and Bylaws we could help alleviate some of the concerns voiced, assist the Covenant Committee in defining any limitations to homeowner projects, and still maintain our unique and open environment. We have tried to take into account all possibilities relating to these issues and concerns. We do, however, recognize that there may be special circumstances or requests from within our community that are not covered herein. One rule we should all abide by...when in doubt, ask. When planning an outside project, bounce your idea or plan off a Covenant Committee member, or the complete Board during one of their meetings. Remember they are here to serve us all, both as individual owners and collectively as a community. . It is highly recommended that the Covenant Committee be notified prior to the start of any major planting projects. This is not for approval purposes but rather as a "heads up" to major work being done within the Common. An outline and simple sketch of the work to be performed is all that is required. The Board shall retain this information as reference material only.

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JAMES R. SOSTMAN  
PRESIDENT

DATED:

OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT E  
BOARD CONDUCT AND COMMUNICATIONS**

**SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.

**PURPOSE:** To address and clarify the rule(s) and bylaw(s) governing the conduct and communication obligations of the Board of the Common at Sinnott Farm.

**PROPOSED:** The Board of the Common at Sinnott Farm will maintain a high degree of transparency to all owners, or their designees, during their tenure as Board members and with regards to all business relating to the Common at Sinnott Farm.


**A. Composition of the Board**

- a. The Board shall be comprised of, as a minimum, a President, Vice President, Secretary, and Treasurer. The Board membership, however, may be expanded to suit the needs of the community. This need to expand the membership shall be presented to the community at the time of the annual meeting and voted upon.
- b. The membership of the Board is to be elected by the homeowners of the Common at Sinnott Farm. This election will be held during the annual meeting.
- c. The tenure of an individual Board member will be a two (2) year term, with no limit to the number of consecutive terms.
- d. Should any elected member of the Board become unable to serve, during their tenure, then the Board shall canvass the community for volunteers to fill the vacant position, and appoint that individual(s) as a member of the Board for the remainder of the unexpired portion of the term.

**B. Duties of the Board**

- a. Board meetings shall be agenda driven. The agenda shall be developed by the President of the Board, or his/her designee, and be posted on the Sinnott Farm web site (located at <http://www.Sinnottfarm.com>) three (3) days prior to the meeting. Homeowners without

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James R. Sostman  
PRESIDENT

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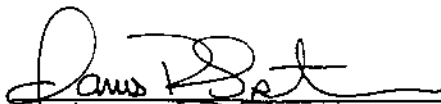
Internet access may contact the President in writing in order to receive a copy of the agenda or add a special topic to the agenda.

- b. The Secretary shall be responsible for recording minutes of the quarterly Board meeting. Prior to adjournment of each meeting, the Secretary shall read back the minutes for approval from the Board membership. The minutes may also be found on the Common at Sinnott Farm web site.
- c. The Treasurer shall be responsible for developing the Quarterly Statement, and ensuring the mailing of the statement in a timely manner.
- d. The Treasurer shall be responsible for developing a quarterly financial report.
- e. Both the meeting minutes and the quarterly financial report will be posted on the website and will be made available in hard copy via mailing to a homeowner upon a request submitted to the secretary.

C. Board meetings

- a. The Board shall, at a minimum, meet quarterly at a location of their designation.
- b. The date of this meeting shall be at least fifteen (15) days prior to the mailing, by the Treasurer, of the Quarterly Statement.
- c. In order to conduct business, a quorum consisting of a majority of Board membership must be present.
- d. The date and location of any subsequent Board meeting shall be determined at each meeting and published as part of the meeting minutes.
- e. The Board may be required to meet, due to time sensitive issues, during the quarter. Quorum requirements must be met, and meeting minutes will be kept, and published, within fifteen (15) days of the meeting, on the Sinnott Farms web site. These minutes will also be included, as an addendum, in the next Quarterly Statement.
- f. Board meeting agendas must have time set aside for homeowner input and participation.

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D. Executive Session.

- a. Executive Session is defined in the Sinnott Farm Declaration, Article XXVI Section 26.3 – Executive Sessions, dated 4/20/88 (Reference page A-39). The Board may, either during a scheduled quarterly meeting or as a special meeting, meet in Executive Session.
- b. Meeting minutes will not be taken during this session.
- c. Homeowners present at the meeting, who are not members of the Board, may be asked to excuse themselves from this session.

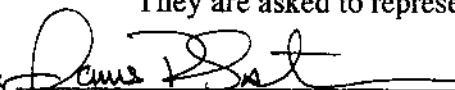
E. Homeowner responsibilities. Each homeowner is encouraged to:

- a. Provide the Board Secretary with their most current Internet address. If Internet access is not available to the homeowner, the Secretary should be so advised in order to accommodate special mailings.
- b. Offer the Board his or her input, either by attending scheduled meetings or by utilizing the Sinnott Farm web site.
- c. All homeowners are encouraged to attend and actively participate at all quarterly or special session board meetings Board meetings (except for an Executive Session as defined in paragraph “d” above).
- d. **NOTE:** since Board meetings are typically held at the homes of the Board membership, space availability can become a serious issue for both you and the Board. Out of courtesy to the Board member holding the meeting, please notify the President of the Board as soon as possible prior to the meeting of your anticipated attendance. Should the anticipated attendance of any meeting dramatically exceed the space limitations, then a special session of the Board will be scheduled at a location suitable to handle this increased participation.

**OVERVIEW:**

The Bylaws Subcommittee of Sinnott Farm recognizes that in order for our community to flourish, open and transparent communication, from all levels, is required. The Board must constantly keep the community informed of their actions. The individual homeowners must offer their input to the Board, and participate in the activities of the Common at Sinnott Farm. This Subcommittee recognizes and applauds the efforts of our Board. They are asked to represent the entire community with little or no

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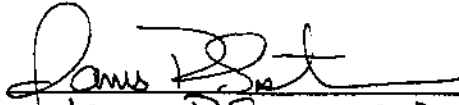
  
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compensation, and on their own personal time. They, as a Board, should make every attempt to keep our citizenry apprised of the current activities and issues within and for our community. The quarterly billing statement seems to be the perfect vehicle to accomplish these heightened communication efforts. In order, however, for any Board to make informed decisions, they must have the constant constructive input from those they represent – you individual owners within the Common at Sinnott Farm.

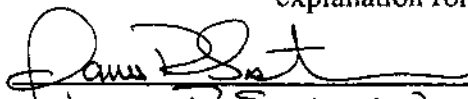
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JAMES R. SOSTMAN  
PRESIDENT

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**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT F  
COMMITTEES**

- SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.
- PURPOSE:** To address and clarify the rule(s) and bylaw(s) governing the formation and workings of committee(s) within The Common at Sinnott Farm.
- PROPOSED:** Committees may be formed, at the discretion of the Board, in order to conduct normal day-to-day activities or special projects within The Common at Sinnott Farm. Such committees shall report directly to the Board, but should also be responsible and responsive to our entire community.
- A. Board Responsibilities.
- a. Identify areas of concern that need to be addressed by a group other than the Board.
  - b. Determine the mission, scope, and authority for the proposed committee.
  - c. Solicit volunteers to staff the committee.
  - d. Inform the community, via the Sinnott Farm web site or published meeting minutes, of the formation of the committee and its mission/scope. Ask for community input.
  - e. Provide monetary funding to the committee, if applicable.
  - f. Provide resources, such as but not limited to copying, signage, vendor/supplier listings, or Board member expertise, to the committee.
  - g. Include an agenda item, during the Board meetings, for each committee to report their progress and status.
  - h. Appoint one member of the Board to act as liaison to the committee.
  - i. The committee will be dissolved at the completion of their stated mission, as prescribed by the Board, or may be dissolved at any time, during their work, upon two-thirds majority vote of the Board membership. The Board must provide, to the community, a written explanation for the dissolution of the committee.

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JAMES R. SASTMAN  
PRESIDENT

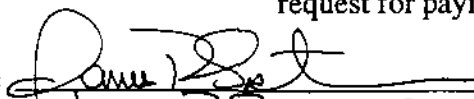
DATED: OCTOBER 13, 2005

- j. Support the committee in their endeavors.
- k. Reimburse committee members for legitimate expenses incurred during the performance of their committee work.

B. Committee Responsibilities.

- a. At the initial committee meeting, the group should determine certain parameters, roles and responsibilities under which the committee will function. These may be, but not limited to electing of a Chairperson, determining meeting times, establish voting requirements (simple majority or unanimous) to pass resolutions, electing a scribe to keep notes and meeting minutes, and determining the length of time each meeting should be.
- b. The committee shall develop an objective statement. This statement shall further define the task at hand, the scope of the work to be performed, and the anticipated conclusion date (if applicable). Upon completion, this document shall be submitted to the Board for their concurrence.
- c. The committee may, at any time, revise their objective statement. This revision shall be submitted to the Board for their concurrence.
- d. A representative of the committee shall be present at each Board meeting in order to provide a status report to the Board.
- e. The committee is prohibited from entering into any contractual agreement, for any service deemed necessary by the committee in order to fulfill their objectives, regardless if it is for the betterment of the community. The Board has sole authority to enter into any contractual agreement.
- f. Individual expenses, incurred during committee work, may be reimbursable. An expense report shall be submitted to the Treasurer, within a reasonable amount of time from when the expenses were incurred, for approval. This report shall reflect the expenses incurred, the reason for the expenses, the amount of the expense, and any and all receipts.
- g. Anticipated expenses for an amount exceeding \$50.00 will require prior Board review and acceptance.
- h. The committee is prohibited from levying any fee or request for payment from any homeowner unless the

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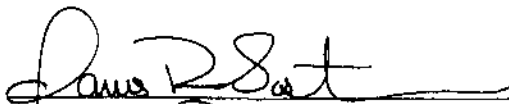
Board, in writing, grants this power to the committee in their mission/scope to the committee.

- i. All documentation, developed by the committee during their endeavors, is the property of The Common at Sinnott Farm. At the conclusion of the committee's work all documentation, to include but not limited to meeting minutes, exhibits, maps, notes, correspondence, or any documentation relating to the committee's functions, shall be turned over to the Board.

**OVERVIEW:**

Committee formation is often little utilized, yet is a very effective means of solving concerns within any association. The committee function, of course, is to gather together many points of view, analyze the situation at hand, and perform corrective action, by utilizing those many points of view, through consensus. Decisions left to a few, on any issue, can often lead to more problems, more contention and therefore less effective governance. The Bylaws Subcommittee believes strongly in committee work, yet we realize time constraints can become a problem for some. If you see an issue that interests you, but don't see a way to become directly involved in its solution, offer your expertise as a resource to that committee. This may be as little as writing e-mails, going to a Board meeting, or even, as simply talking directly to a committee member. Through Addendum "A" of these amendments, the Bylaws Subcommittee has put together a listing of existing and proposed subcommittees along with its task statement, for your edification.

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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005

**THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
AMENDMENT G  
ASSESSMENTS, FEES, FINES**


**SCOPE:** To address deficiencies and confusion in the Rules and Bylaws of The Common at Sinnott Farm, dated 4/20 and 4/21/88.

**PURPOSE:** To address and clarify the rule and bylaw covering assessments, fees, and fines levied by the Common at Sinnott Farm for homeowner violations to the Rules and Bylaws dated 4/20 and 4/21/88.

**PROPOSED:** Assessments, fees, and fines, levied upon any homeowner for violations to the Sinnott Farm rule(s) and bylaw(s) by the Board are allowed under the following circumstances.


- A. Failure of homeowner to remit payment, in a timely manner, for the quarterly maintenance Fees.
  - a. All quarterly maintenance Fees are due on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>.
  - b. In times of hardship, when the homeowner finds that payment cannot be made within thirty days of the due date, he/she can contact the Treasurer, in writing and forwarded to the Sinnott Farm Post Office box, and request a Notice and Hearing session as outlined in Section 24.2 of the Declaration.
    - 1. Hardship includes, but is not limited to, situations involving death, hospitalization of homeowner, loss of employment by homeowner, disability of homeowner, and/or bankruptcy of homeowner. Homeowner budgetary disclosure, to the Board, may be required to determine the extent of the hardship.
  - c. Homeowner Notice and Hearing sessions, before the Board, must be held within 30 days of the homeowner's request for Notice and Hearing.
  - d. Failure of the Board to meet within this specified time will result in any potential late fees, for that particular quarter, being waived.
  - e. At a minimum, 50% of current Board membership must be present at the Notice and Hearing session.

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PRESIDENT

DATED: OCTOBER 13, 2005

- f. Minutes will not be kept during the this session as it would be considered an Executive Session (see Article XXVI Section 26.3, page A-39 of the Sinnott Farm Declaration.
- g. If an amended payment schedule is agreed upon both the homeowner and the present Board membership must sign and date the document.
- h. If payment of Maintenance Fees is not received within 31 days of due date, and no payment schedule has been made, the Treasurer shall issue another invoice reflecting the original Maintenance Fee due plus a \$25.00 late fee.
- i. In the event a Maintenance Fee and/or any late fee remains outstanding for forty days past the due date, Maintenance Fees for the property shall be accelerated, and become immediately due for the next twelve (12) month period.
- j. Each unit for which the Maintenance Fee has been accelerated shall be assessed a fine of \$300.00. Example: (current Maintenance fee is \$800.00) A \$25.00 late fee is assessed on the 31<sup>st</sup> day. On the 39<sup>th</sup> day the Common receives a quarterly fee payment of \$200.00 without the late fee. On the 41<sup>st</sup> day, because the late fee is still outstanding, the homeowner is subject to acceleration of fees for a twelve-month period, \$800.00, and a fine of \$300.00. The new balance would be \$1100.00 per unit.
- k. All accounts remaining past due after 90 days will be referred to the Common at Sinnott Farm attorney or a collection agency.
- l. Should court action against the homeowner be required, and in order to reduce costs, a Board member rather than an attorney can represent the Common at Sinnott Farm at these hearings. In order to compensate this Board member for his/her time, in an action to enforce any violation of the Sinnott Farm Declaration, Rule, or Bylaw, a special assessment (service fee) of \$200.00 for the first court appearance, and \$300.00 for each subsequent court appearance, shall be levied against the homeowner. This assessment shall not be reduced or eliminated as part of any settlement agreement.
- m. Article XIX of the Declaration provides "fees, charges, late charges, fines and interest...are enforceable as Common expense assessments", and therefore the Common at Sinnott Farm has a statutory lien against a unit(s) for any fines imposed against its owner. Such "lien may be foreclosed in a like manner as a mortgage on real property"

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and that such judgment will include the costs and reasonable attorney or collection company fees.

B. Parking Violations.

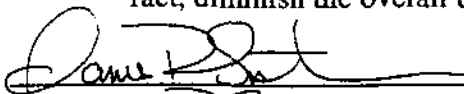
- a. Parking restrictions are covered in the Rules and Bylaws of The Common at Sinnott Farm dated 4/20 and 4/21/88, and Amendment B to the Rules and Bylaws dated June 1, 2005.
- b. A written warning will be given for each occurrence of a parking violation. A second written warning will be given for a parking violation that is not remedied within 24 hours. A \$25.00 fee will be assessed for each day that the parking violation continues after the second warning.
- c. Payment of fee is due, to the Covenant Committee, within thirty days of date of the violation.
- d. A Notice and Hearing session may be requested of the Board by the homeowner to appeal this fee. Fees, however, will continue to accrue until such time as the Board makes its final determination.

C. Violations of the Rules and Bylaws of The Common at Sinnott Farm dated 4/20 and 4/21/88 as the violation relates to Amendments "C" and "D", to the rules and bylaws, dated June 1, 2005.

- a. Should the homeowner fail to apply for or receive from the Covenant Committee a variance to the Declaration, Rules, and Bylaws for work performed on his/her property, a fee of \$25.00 per day will be assessed for each day the unauthorized work exists.
- b. The fee will continue to be assessed until either the Covenant Committee accepts the work performed or the property is returned to its original state.
- c. Acceptance by the Covenant Committee must be in writing and forwarded to the homeowner via the U.S. Postal Service. A file will be created reflecting the variance and a copy of the acceptance letter will be placed in the file.
- d. A Notice and Hearing session may be requested of the Board by the homeowner to appeal this fee.

**OVERVIEW:** The Bylaws Subcommittee of Sinnott Farms recognizes the need for the issuance of assessments, fees, or fines for violations of the rules and bylaws of our community. They can act as deterrent against unauthorized variances to our environment that could, in fact, diminish the overall beauty, continuity, safety, value, and

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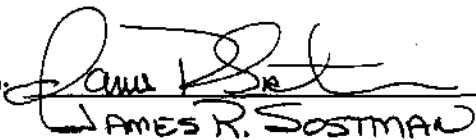
  
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JAMES R. SOSTMAN  
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DATED: October 13 2005

accessibility within our community. We do, however, recognize the need to reiterate every homeowner's right to have work performed in and around their surroundings. This, of course, can be accomplished simply by receiving in advance a variance, from the Covenant Committee, for the work to be performed. The homeowner also has the right to request of the entire Board a Notice and Hearing session to adjudicate any rejected variance or issuance of an assessment, fee, or fine. The expectation we have as a committee is that all members of our community will follow the letter and the spirit of the all the Bylaws and Rules. There is an appeal process (Notice and Hearing), in place, that should help alleviate any potential problems.

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PRESIDENT


DATED: OCTOBER 13, 2005



THE COMMON AT SINNOTT FARM  
RULE AND BYLAWS  
DATED: JUNE 1, 2005  
ADDENDUM "A" TO AMENDMENTS  
SUBCOMMITTEES

<u>COMMITTEE NAME</u>	<u>TASK STATEMENT</u>
Covenant Committee	To be developed by committee.
Landscaping Committee	To be developed by committee.
Bylaws Committee	Read and interpret the existing rules for our community, and clarify them, or update any that are outdated.
Paving Committee	To be developed by committee.

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JAMES R. SOSTMAN  
PRESIDENT

DATED: OCTOBER 13, 2005