Buffer Area

The Planning Board requires that there be a 100 foot buffer area between the rear lot lines of lots with existing dwellings on Countryside Lane and the new development. This buffer is intended to be a largely wooded 100 foot wide strip of land (the “Buffer Area”) providing reasonable visual screening of the dwellings on Countryside Lane from the new dwellings and vice versa as well as to provide some buffering of noise travelling from one side of the Buffer Area to the other.

The Buffer Area shall be comprised of a 40 foot-wide strip of Open Land located along the rear lot lines of lots 13-23 as shown on sheets 5, 6, and 7 of the Site Plan together with an adjacent 60 foot-wide strip of restricted land (the “Restricted Land”) comprising the rear portion of lots 13-23, the boundary of which is denominated by a broken line shown on sheets 5, 6, and 7 of the Site Plan. Each of Lots 13-23 shall contain Restricted Land as shown. The Restricted Land shall serve the primary purpose of providing visual screening in conjunction with the adjacent Open Land.

Visual screening of one side of the Buffer Area from the other shall be provided by proper maintenance of the trees, shrubs and undergrowth in the Buffer Area as shown on the Final Landscaping Plan.

The Homeowners Association shall be responsible for maintaining the Open Land portion of the Buffer Area in good health and condition and as shown on the Final Landscaping Plan.

Maintenance shall include removal of dead or significantly diseased trees, shrubs, or other undergrowth and their replacement. Invasive species may be removed and replaced with plantings which contribute to screening.

The Individual homeowners shall be responsible for maintaining the trees, shrubs and undergrowth in the Restricted Land on their lot. No trees with a caliper of 4” or more measured 5 feet above the ground shall be removed except for disease or structural unsoundness. Any trees removed for that reason shall be replaced by a tree of the same or similar species. The replacement tree shall at planting have a caliper of at least 4” measured 5 feet above the ground and have a size at maturity the same as the tree replaced. Trees with a caliper of less than 4” measured 5 feet above the ground, shrubs and other undergrowth may be removed provided that they shall be replaced with equivalent trees, shrubs or other undergrowth which provide screening which is equivalent or better than the vegetation which is removed. A land owner contemplating a change from the existing conditions, other than maintenance, shall prepare a plan showing the proposed changes to the Restricted Land. The proposed changes shall not reduce the amount or quality of the screening provided by the vegetation existing in the restricted area or as shown in the Final Landscaping Plan.

A lotowner proposing a change, other than maintenance in the Restricted Land, shall provide notice, including the plan, to the Homeowner Association and to the Indian Cliffs Neighborhood Association at addresses to be posted on a website maintained by the association (or the then current technological equivalent) and to lot owners within 150 feet. In the absence of written objection, provided to the lot owner at the address of the property (or other address included in the notice) within 45 days of receipt of the plan, the change shall be deemed approved and may be implemented. If either or both associations notify the lotowner of an objection no change shall be implemented unless the change has first been approved by the Planning Board by amendment to the special permit. In the event of an
objection by either association it shall be made in writing, in good faith and the reason for objection shall be specified.

The following additional terms and conditions shall be applicable in the Restricted Land and shall be observed by the lot owner and by any resident on a lot containing Restricted Land.

I. Storage of motor vehicles, boats, trailers and storage containers shall not be permissible.

II. Swimming pools, skating rinks, tennis courts, basketball courts, and racquet courts shall not be permissible.

III. Use of asphalt, concrete or other paving materials shall not be permissible without approval of a change.

IV. Regrading, excavating or filling shall not be permissible without approval of a change.

V. Black vinyl chain link fencing not to exceed 4 feet, wooden post and rail fencing not to exceed 4 feet, and stone walls not to exceed 4 feet shall be permissible.

VI. Small gardens with compensatory trees, shrubs and undergrowth installed to provide adequate screening may be the subject of an approved change.

VII. Small grassed areas with surrounding trees, shrubs and undergrowth installed to provide adequate screening may be the subject of an approved change.

VIII. The restricted area shall not be illuminated by lighting whether internally or externally.

IX. Temporary holiday lighting of low intensity shall be permitted no less than 85 feet from the rear lot line.

X. Small brush and leaf piles for brush and leaves collected on site shall be permissible. Compost piles, free of vermin and noxious odors shall be permitted.

XI. Driveways and other roadways shall not be permissible. An unpaved path up to 4 feet wide may be the subject of an approved change.

The Homeowners’ Association shall be responsible for enforcing the provisions regarding the Restricted Land, including the individual homeowners’ responsibilities and the terms and conditions set out herein. Upon complaint by the owner of an abutting lot or a lot within 150 feet, a complaint by the Indian Cliffs Homeowners’ Association, or a self-initiated concern or complaint regarding a violation or failure to comply with any provision, term or condition by a lot owner or other person on Restricted Land on the lot owner’s lot, the Homeowners’ Association shall promptly investigate the subject matter of the complaint and shall have the right to access and enter the Restricted Land in question upon reasonable notice and at a reasonable time for the purposes of its investigation of the complaint. The investigation shall be conducted in good faith and with due diligence.

Upon investigation of a complaint if the Homeowners’ Association determines that a violation or failure to comply has occurred, it shall require the owner of the lot to cure any violation and cease any non-compliance forthwith. If the lot owner fails to do so promptly the lot owner shall be in breach of his/her/their obligations to the Homeowners’ Association and shall be fined for non-compliance for each month until cure has been effected; a lien shall be imposed on the lot if any fine is not promptly paid.

In the event that a complaint about a violation or failure to cure is not addressed by the Homeowners’ Association in a manner deemed adequate by the complainant or in the event that a lot owner fails to comply with a requirement imposed by the Homeowners’ Association, the complainant may file a complaint with the Building Commissioner regarding the lot owner’s violation or failure to comply with
any provision, term or condition of this permit regarding the Restricted Land, and the Building Commissioner shall deal with the matter in the manner provided for such complaints.

With regard to lot ownership the lot owner shall be deemed to have an address at the lot unless another current address is provided to the Homeowners Association and to the Milton Board of Assessors.
Construction Traffic. The applicant shall secure approval of a construction management plan which shall be prepared in consultation with the DCR, the Town’s Department of Public Works, the Planning Director and Town Engineer and which shall be approved by the Planning Board. Material matters regarding the construction process shall be addressed and reasonable terms and conditions imposed with respect to the construction process. One such term and condition shall be that Hillside Street and Harland Street shall not be used for construction trucks entering or leaving the site. Applicant shall take effective measures to ensure compliance with the terms and conditions of the construction management plan by employees, contractors and their employees. Failure to do so shall constitute a breach of this special permit. Upon notice any such breach shall be cured forthwith or, if prompt cure is not possible, work shall cease until the breach has been cured. Applicant shall be responsible for any damages resulting from a breach of the terms and conditions of the construction management plan.

Alex Whiteside, January 23, 2017