

WEST COVE “A” CONDOMINIUM ASSOCIATION
Grantham, New Hampshire
December 2012

Introduction from the Board

When we purchased our condominium units, we knew we were buying into a new life style, one that was vastly different from that of the single-family homeowner. Our actions can frequently affect our neighbors. We must be aware of that and be respectful in our day-to-day use of the Common and Limited Common areas. The Board recognizes, for example, that available storage varies from unit to unit, presenting a challenge to owners, and that proper storage may require some creativity in the storing of personal belongings. The Board has an obligation to address issues such as this, maintain the values of our units and ensure the common surroundings remain safe and aesthetically pleasing for all owners to enjoy.

Finding the right balance between orderliness and restrictiveness is not an easy task. The Board must interpret reasonable expectations regarding the use of our Common and Limited Common areas while balancing owner needs as a whole. We believe the following Rules and Regulations are necessary to maintain a consistent and orderly appearance and environment throughout West Cove “A.” Please keep in mind that all rules apply as well to guests and tenants. It is the responsibility of Unit Owners to ensure their guests’ and/or tenants’ compliance. Any applicable fees/fines for non-compliance will be imposed on the Unit Owner. [See Fine Structure in Item 39 below.]

Thank you in advance for your cooperation in maintaining the aesthetics and congenial occupancy of our common areas and, in doing so, protecting the value of our community.

Please feel free to contact us if you have any questions.

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RULES AND REGULATIONS:
Standards for Community Living

Pursuant to the authority of New Hampshire RSA 356-B and of the Declaration of Condominium and Bylaws of the West Cove "A" Condominium Association [hereinafter referred to as "Association"], the Board of Directors [hereinafter referred to as "Board"] has the right and authority to exercise reasonable control over the common areas and the use of the units in order to assist the Association in providing for congenial occupancy and protecting of the appearance and value of the units. The Board therefore adopts the following rules and shall take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the unit owner. **ALL UNIT OWNERS AND RESIDENTS SHALL BE PROVIDED COPIES OF THESE RULES AND REGULATIONS AND ARE OBLIGATED TO COMPLY WITH THEM.**

Adopted by the Board of Directors _____, 2012

BUILDING EXTERIORS

1. No modification or alteration, temporary or permanent, to the structure or appearance of the exterior of any building shall be made without the prior written consent of the Board. Examples of prohibited changes include but are not limited to: walkway lighting, flowers, landscaping, awnings, sun shades, patio covers, patio enclosures, fences, air conditioners. Wreaths and welcome/name signs may be hung on an outside wall. The Board reserves the right to limit size. An American flag no larger than 3 feet by 5 feet may be flown in accordance with federal and state law. Requests for approval of modifications shall be made in writing to the Board in accordance with Article V, Section 6 of the Bylaws, and must include appropriate drawings, specifications and sketches.
2. Pursuant to Article V, Section 7 (a) of the Bylaws, no advertisements or posters of any kind shall be posted in or on the common or limited common areas of the Association except as authorized by the Board.
3. Pursuant to Article V, Section 7 (f) of the Bylaws, no owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television antennae, air conditioning units or other machines or equipment which protrudes through the walls or the roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board. Exterior wiring and cable must be neatly and safely secured to the unit's structure. Satellite dishes and television antennas may be installed in accordance with federal law and these Rules. [See Installation of Antennas and Satellite Dishes below].
4. No holes may be placed through the siding of any unit without the prior written consent of the Board. This includes but is not limited to holes for the installation of telecommunication cables.

COMMON AREAS AND LIMITED COMMON AREAS

5. Except as otherwise provided in these Rules and Regulations, nothing shall be placed, parked or stored on the common areas or limited common areas of the Association without the prior written consent of the Board. In consideration of the health, safety and the welfare of Association residents, driveways, common parking areas or other common areas must be kept free of obstructions.

6. Parking, Vehicles and Watercraft

- a. No parking shall be allowed except in areas designated by the Association's Site Plan, the Declaration, Bylaws and Rules. Any vehicle parked so as to obstruct a roadway or other parking area may be towed at owner's expense and without notice.
- b. No Commercial Vehicles shall be allowed on the property for more than 24 hours without the prior written consent of the Board or property manager. A 'commercial vehicle' is defined as any car or truck used for commercial purposes and includes but is not limited to: oversize trucks or vans larger than a pickup, tractor trailers and any vehicle with visible commercial advertisements on the sides.
- c. Trailers, campers, recreational vehicles, snowmobiles, tools, equipment or materials of any kind may not be kept, parked, or stored in view outside any building except in places designated by the Board for the exclusive storage of such vehicles or items.
- d. Watercraft, *i.e.*, boats, canoes, kayaks, etc., are limited to two (2) per unit. Where possible, watercraft must be stored under the deck. For those units with ground level decks, watercraft must be stored along the side of the unit or deck without impeding the flow of traffic through the common area. Any additional watercraft must be stored off-site or on an Eastman Community Association boat rack.
- e. Unregistered, uninspected or uninsured vehicles are not allowed on the common areas or limited common areas of the Association under any circumstances.
- f. Repairs to any vehicle shall not be conducted on the common or limited common areas of the Association. Disposal of oil or other engine effluent on the common or limited common areas is prohibited.
- g. Owners, tenants or guests may occasionally be required to park their vehicles in certain locations to facilitate snow plowing or shoveling. The Board through its managing agent shall notify owners in writing of temporary weather-related parking restrictions or bans. Violation of these parking restrictions or bans after such notification may result in the immediate removal of a vehicle at owner expense and without prior written notice.
- h. Neither the Directors nor the Association or its agents shall be responsible for loss of or damage to parked cars, other vehicles or property.

7. BB guns, air rifles, bows and arrows, darts, slingshots, firearms or like devices shall not be actuated or discharged in the vicinity of units or on common or limited common property.

8. No structures shall be erected or permitted on the common or limited common areas for storage, play or protection of personal property except with the prior written consent of the Board.

9. Gas or electric grills are permitted on decks. For safety, charcoal grills, portable burn pits, chimneys and other means of open fires are not allowed on the common or limited common areas of the Association. Wood, coal and charcoal use is prohibited on the common or limited common areas.

10. Tools, sporting goods, boating equipment, toys and other personal articles and equipment must be kept within the unit when not in use. (See also Item 11 - Storage.)

11. Storage:

- a. Patio tables, chairs and grills shall be considered standard deck furnishings.
- b. Table umbrellas shall be in the closed position when not in use and shall be stored inside during the "off season."
- c. Items for storage may not be attached to or hung from the building and/or supports.
- d. Table and/or chair coverings shall be secured and in good condition.
- e. Miscellaneous items including but not limited to toys, empty flower pots, buckets/pails, storage bins, etc., shall be picked up daily and stored inside the unit. No overnight storage on

the common ground, walk, open entry, deck or underside of the deck shall be allowed. (See also Item 11.f.)

f. Alternate Option to Inside Storage: Residents shall be allowed to keep one (1) approved outdoor container with cover on their deck for storage of miscellaneous items. The container shall be a muted color such as gray or brown and be made for exterior storage [See attached sample]. The size cannot exceed 60" long by 32" wide x 30" high.



Example of Approved Storage Container

- g. Bicycles must be stored upright against the unit wall or deck if ground level, otherwise under the deck if height allows. A maximum of two (2) bicycles per unit shall be permitted for exterior storage. Additional bicycles must be stored within the unit. Owners must contact the Association if additional storage space is required.
- h. Storage of seasonal items will be allowed under the unit deck during the "off season" but items must be neatly stacked and stored together. Individual items cannot be spread from end to end. The Board reserves the right to approve all under-deck storage.
- i. Winter storage of patio tables, chairs, grills and one exterior storage container will be allowed on the unit deck during the off season.
- j. Firewood must be stacked a minimum of three (3) feet from the structure, walkway, deck or deck supports. Within fifteen (15) days of delivery, all firewood must be stacked and the delivery site cleaned of debris. To protect its quality and ensure safe burning, wood must be securely covered with a tarp. Tarps must be brown and damaged tarps must be replaced upon the request of the Board.
- k. Ornamental figurines are not permitted on the common area without the written consent of the Board. An ornamental figurine not exceeding 12 inches in height and 12 inches in width is allowed on limited common area.
- l. Unused or rotted planter barrels must be removed from the common area upon Board request.

COMMON HOUSEHOLD PETS

- 12. No pets shall be allowed in any unit without the prior written consent of the Board. Pet approvals are non-transferable. If a unit is sold, or an approved pet is lost, dies, or for any other reason is no longer kept on the property, the owner must again apply for and receive a new approval to keep a pet.
- 13. Only unit owners may apply to the Board to keep a pet at a unit. The owner of the unit shall be responsible for any and all damage caused by the pet and for violations of this rule by any tenants, residents or guests at their unit and shall promptly pay any fines or assessments.
- 14. All requests by unit owners to keep a pet must be accompanied by a completed pet registration form obtained from the office or online site of the Board's managing agent. Owners must certify on the form that the pet is licensed, in current compliance with health requirements and where the pet is licensed and that the owner has liability insurance

expressly providing coverage for the pet. The Board will respond to any such request in writing within thirty (30) days.

15. No pet shall create unreasonable noise or odor or behave in a way that disturbs other residents. Within seven (7) days of receipt of written notice from the Board, owners must permanently remove from Association property any pet causing or creating a nuisance, unreasonable disturbance or noise. Failure to remove a pet from the property after written notice by the Board will constitute a willful violation of the Rules and shall, in addition to all other penalties as provided by the Declaration, Bylaws and Rules, be subject to fines and penalties as described in Items 36-39 below.
16. No pets may be kept, bred or maintained for commercial purpose.
17. Pets shall not be permitted outside the unit on the common or limited common areas of the Association unless accompanied by a responsible individual and carried or kept on a hand leash of no more than 10 feet in length at all times. Unit owners are responsible for informing their guests and tenants of this rule and, in accordance with Article V, Section 7 (c) of the Bylaws, may be assessed damages to the property and any costs incurred by the Association in enforcing the rules for the control and regulation of pets in the limited and common areas.
18. Each owner shall be responsible for the immediate removal of any droppings on common and limited common areas.

RIGHT OF ACCESS

The following is set forth in Article V, Section 8 (Operation of the Property/Right of Access) of our Association Bylaws and is reprinted here for your convenience.

19. "An Owner shall grant a right of access to his Unit to the Board of Directors and the Manager and to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, or for the purpose of performing maintenance to a Unit or any part thereof (such as but not limited to the cleaning of wood stoves and chimneys) if such maintenance is generally being performed for all Units, or for the purpose of securing or otherwise providing for the safety of a Unit and for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Area maintenance in his Unit or elsewhere in the building, provided that requests for entry are made in advance and in accordance with New Hampshire Statutes and that any such entry is at a time reasonably convenient to the Owner. In case of any emergency, such right of entry shall be immediate whether the Owner is present at the time or not, and in the case of routine maintenance work being performed generally to all Units, such access may be made without the Owner's presence if such maintenance is being performed for the purpose of providing for the safety of the Units and their occupants. In connection with the foregoing, each Unit Owner shall deposit with the Unit Owner's Association a key to his Unit, to be kept by the Association in a secure manner and to be used for access to each Unit solely under the circumstances and for the purposes set forth herein."

INSTALLATION OF ANTENNAS & SATELLITE DISHES

20. Unit owners may install antennas and/or satellite dishes as specified by the Telecommunications Act of 1996 only on property that they exclusively control. This property includes their unit and the limited common area assigned to the unit, as described in the Association's Declaration.

21. Unit owners may run normal and reasonable wiring from the dish or antenna directly to the unit and may penetrate and modify only that property owned or exclusively controlled by the unit owner and described in the Declaration. All such installations must be in compliance with all local building codes and regulations and may not constitute a health or safety hazard.
22. Unit owners must install and attach antennas and/or satellite dishes only on unit or limited common area property and may not use, attach or penetrate any common walls, roofs, overhangs, gables or the like.
23. Unit owners should attempt to locate the antenna or dish so that it is not visible from the road [street] or from other units, or screen the antenna or dish from view.
24. No owner may install any satellite dish, antenna or any wiring or equipment on the common property of the Association without the prior written consent of the Board.
25. The Board, upon being presented evidence by the unit owner that he is unable to obtain an acceptable signal on the property under his exclusive control, may approve any other proposed installation so long as such installations does not damage the common elements or present a danger to the health and safety of Association residents.
26. Unit owners shall be liable for all damage to the unit, limited common area and/or common area caused by or resulting from the installation of any antenna, dish, equipment or wiring. By installing such items, unit owners agree to defend, indemnify and hold the Association harmless for any and all damage caused by the installation of such equipment.
27. If a unit owner fails to comply with these installation rules, the Board may order the immediate removal of the dish and all other related equipment and may take enforcement action pursuant to Article XII of the Bylaws for violation of this rule.

LEASING OF UNITS

28. All renting or leasing agreements must be in writing, incorporate the Condominium Declaration, Bylaws and Rules, and be signed by the prospective tenant, realtor (where applicable) and unit owner. Owners must fill out a Tenant Contact Form for all rentals of 31 (thirty-one) days or more. Copies of the required form, which are to be returned to and filed with the Association's managing agent within 5 (five) days of the tenant's occupancy, are available from the management company's office or the online site of the Association. Units must be rented as single family residences only. No unit owner may lease rooms or operate a boarding house.
29. All tenants leasing for six [6] months or longer must obtain an HO4 insurance policy to include a minimum of \$300,000 [Three Hundred Thousand Dollars] Liability Coverage. The unit owner must provide the Association with a copy of their tenant's Evidence of Insurance within 10 days of occupancy.
30. All tenants' vehicles must prominently display the required Eastman Community Association parking sticker or hanger. The unit owners are responsible for providing their tenant with the appropriate parking sticker or hanger.
31. Unit owners leasing their units are liable for the actions of their tenants and are responsible for unpaid assessments and fines incurred by their tenants. Any costs associated with a rental will be assessed to the unit owner. If the Board notifies a unit owner that his tenant has repeatedly violated the Declaration, Bylaws or Rules and Regulations, the unit owner shall immediately terminate the lease and initiate eviction proceedings against said tenants. Failure to comply with this paragraph shall constitute a violation of these Rules and may

result in a fine to be determined by the Board up to but not exceeding \$1,000.00. Unit owners are responsible for providing the Association with a copy of the lease and the lessee's contact and vehicle information.

32. All leases must conform to New Hampshire law.
33. Leases must be legible and specify full names of all tenants authorized to occupy the leased unit.
34. No sublease of any unit shall be permitted.
35. Leases must contain the following statements:
 - a. The renter or lessee agrees he has received, read and will abide by all provisions of the Association's Declaration, Bylaws and Rules.
 - b. This lease will terminate and eviction proceedings will be initiated upon notification that the tenant has repeatedly violated the Declaration, Bylaws or Rules of the Condominium Association.

ENFORCEMENT COSTS/COMPLAINT AND APPEAL PROCEDURES/FINES

36. Costs and expenses, including reasonable attorney's fees, incurred in enforcing Association Rules, shall be assessed by the Board against the violator and the Unit Owner responsible for the violator/violation.
37. Complaint and Appeal Procedures
 - a. All complaints of violations of the Declaration, Bylaws and Rules and Regulations must be in writing, directed to the Board and signed by the complaining party. Complaints should state the nature of the violation, the time and place the violation occurred, the facts that give rise to the violation and the unit number or name of the party violating the Declaration, Bylaw or Rule or Regulation. All complaints must contain the name, unit number and telephone number of the complaining party.
 - b. Upon receipt of a complaint, the Board shall investigate the complaint and determine whether it is founded.
 - c. If the Board determines that the complaint is founded, it shall direct that notice be sent to the owner of the unit where the violation is occurring stating the date, time and rule violated and requesting that the owner cease the conduct or cease allowing the conduct, or correct the violation by a Board designated date. This shall constitute a first notice of violation.
 - d. While complying in the interim, an owner who wishes to contest any decision or notice directed to him by the Board shall notify the Board in writing on or before the date enumerated in c. above, and may appear at the next Board meeting to appeal the Board's decision or notice.
 - e. If the owner does not contest the notice and the Board determines that compliance has not occurred and/or there is a repeated violation of the rules, the Board may impose a fine on the offender and may invite the offender to attend the next Board meeting to discuss the violation.
 - f. If any such violation or fine is contested, the Board at its next regular Board Meeting shall conduct a hearing of all facts and render a finding in writing and notify the owner of its decision. The decision shall state the facts found and if warranted, impose a fine, ban the offender from the common facilities and/or direct that legal action be taken to enforce the condominium instruments. All fines are considered an assessment against a unit and shall be payable within thirty (30) days after the date of the Board's decision.

- g. The unit owner may, after payment of all fines, appeal any fine or decision of the Board to the entire membership at any annual or special meeting of the Association. A vote of the majority of those in attendance at any meeting held where a quorum is present shall be binding on the Association.
38. If a violation of the Declaration, Bylaws or Rules, in the sole opinion of the Board, endangers the health, safety or welfare of the residents or risks damage or destruction of the condominium property, the Board may authorize immediate legal action to enjoin and abate the violation.
39. The fine structure shall be as follows:
 - a. A first offense shall result in a warning letter.
 - b. A second violation shall result in a \$50.00 fine.
 - c. A subsequent offense shall result in a fine of not more than \$100.00 for each offense and the Board may direct that legal action be taken to enforce the condominium instruments. The attorneys' fees and costs of such action will be assessed to the violating unit. Each day a violation remains unabated is a separate violation.
 - d. All costs incurred by the Association as a result of a violation are the responsibility of the Unit Owner.
 - e. All fines will continue to accrue.

Any Notice required by this section shall be deemed given when it is given in hand to the unit owner, or mailed to him/her by regular US Mail at the address provided to the Board by the unit owner.

DIRECTORS' AUTHORITY

40. To the extent permitted by law and the Association's Declaration and By-Laws, the Board shall have the authority to issue or deny approval of any exception to these Rules. Such approvals shall be in writing and may be for the resolution of temporary problems or situations. Approvals may be revoked at any time.
41. The Board shall have the power to waive any provision of the Declaration, Bylaws or Rules in order to accommodate disabled residents and comply with the provisions of federal and state law.

Pursuant to Article V, Section 9 of the Bylaws, these Rules concerning the operation and use of the common areas may be promulgated and amended by the Board provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or the Bylaws. Copies of the Rules shall be furnished by the Board to each owner prior to the time when the same shall become effective.

Adopted and sent to the unit owners of record this _____ day of _____, 2012

Ernest Mills, President-West Cove "A" Condominium Association