

Country Hill Estates Condominium Association

RULES

This document is also available on the web site.

COUNTRY HILL ESTATES CONDOMINIUM ASSOCIATION
ASSOCIATION RULES

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PREAMBLE

WHAT IS A CONDOMINIUM ASSOCIATION

Originally set up by the developer and approved by the Attorney General of New Hampshire, our Association has Articles of Agreement (the Declaration) and Bylaws that govern us. In addition, there are State Statutes (Chapter 356-B the Condominium Act), that must be adhered to. The Bylaws were originally submitted by the developer to the Attorney General. Then as our Community matured, Amendments, Rules and Regulations were formalized and issued by our Board of Directors (hereinafter sometimes referred to as "Board"), to protect, maintain and enhance the character and value of Country Hill Estates Condominium Association, (hereinafter sometimes referred to as "CHECA"). These documents have been registered with the State of New Hampshire. Rules are derived, for the most part, from the Bylaws, State Statutes and City ordinances. (We must also adhere to the laws, rules and regulations of the City of Nashua.)

Our Association is a private, non-profit organization, in which all unit owners are owners in common. You, as a unit owner, own 1/137th or 0.72992700729927% of all CHECA's common area.

A community association operates as a government and as a business with the major responsibility of protecting and enhancing the property owned by the members of CHECA. This is done by financially providing for the maintenance of all common areas and facilities such as grounds, streets, swimming pool, tennis courts, etc. Our Association also provides for common services, such as rubbish disposal, lawn care, snow removal, irrigation service, roof maintenance and unit trim painting (exterior surfaces). It is difficult to compare one condominium complex to another because everything depends on the Bylaws, Rules and Regulations that have been issued over the years. Our Board has the role of managing CHECA, enforcing the Bylaws and Rules, controlling architectural changes and providing proper communication to unit owners. These functions are invaluable to the success of our Association.

BOARD OF DIRECTORS

CHECA is administered by a Board of Directors, elected by the Unit Owners at the Annual Meeting, held around the November time frame. The Board elects its officers. An association board must perform certain functions that are similar to those of a government. The Board is the executive and legislative body for CHECA, which has certain responsibilities to CHECA membership, and CHECA itself. The governmental function of community associations requires decision making by the Board.

DUTIES OF THE BOARD:

The Board conducts all the affairs and business of CHECA.

The Board has the power to adopt any rules deemed necessary for the enjoyment of the condominium, provided that the rules do not conflict with the state statutes or CHECA Bylaws.

The Board shall have the power to, and be responsible for:

1. The preparation of an annual budget.
2. Long range forecasting of financial needs.
3. Making assessments against owners (the monthly Condo Fee and, in some instances, Special Assessments to provide for unforeseen circumstances and fines as a result of Rule violations), to defray common expenses of CHECA. Also to collect such assessments and use the proceeds to carry on the administrative needs of CHECA. These assessments must include reserve funds (Reserve Account) to provide for future replacement of the common elements of CHECA (pool, tennis court, roofs, roads, etc.).
4. Provide for the operation, care, upkeep, replacement and maintenance of the common and limited common area, except altered decks.
5. Obtaining a master or blanket policy (casualty and liability) for property insurance covering all the general common elements and limited common elements, including fixtures and building service equipment to the extent that they are part of the common elements of CHECA, as well as common personal property and supplies, and other common real and personal property belonging to CHECA. (Article VI Section 1. of the Bylaws.)
6. The Board may contract with a Management firm to manage such duties and services as the Board shall authorize to manage the affairs of CHECA. Such contract will specify duties of the Management Company. The Board shall designate a single individual, usually the President, who shall be authorized to deal with the agent on any matter relating to the management of CHECA. According to the contract, the Agent is directed not to accept directions or instructions with regard to management of CHECA from anyone else. The President of the Board shall have this authority. The President may assign another Board member to serve as liaison with the agent.
7. The Board, in its fiduciary capacity, will vote and approve all contracts required to maintain CHECA, such as lawn care, snow removal, rubbish pick up, sprinkler systems, painting, pool and any other maintenance required to maintain all common and limited common areas, except in the case of unit owner altered elements. The Board also manages the Reserve Fund. The Board reviews monthly all correspondence and action items concerning unit owners. The Board must approve all architectural changes to the properties.
8. The Board meets monthly and holds special meetings when warranted to respond to the needs of CHECA. See the Bylaws for further details.
9. The Board maintains communication with unit owners via personal contact, the web site, newsletters, financial reports, special meetings and the annual meeting.
10. The Board provides fill-in forms on the association web site (<http://www.countryhillestates.com>), in "pdf" format, for all allowable changes to individual units. These forms must be filled out, printed, signed by the owner and submitted to the Board for approval. No changes shall be allowed without written Board approval. If you do not have access to the internet, please contact our managing agent to obtain the forms you need.

DUTIES OF UNIT OWNERS:

1. In accordance with our Declaration and Bylaws, all Unit Owners and tenants shall, at all times, comply with these Rules, and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees and persons over whom they exercise control and supervision. Unit Owners shall be responsible for the actions of their lessees, tenants, guests and/or their family members and shall be liable for any damages, claims, and fines or penalties imposed on account of any failure of such persons to abide by these Rules. Parents are responsible for their children's actions. Parents of any child causing damage to any part Country Hill will be held responsible to

- pay for any damage done.
2. Unit Owners must pay assessments on time. If assessments are not paid on time, the Board cannot maintain CHECA properly, and ultimately that causes unneeded legal expenses to the Unit Owner and/or the Association. Delinquent owners will be referred to the Credit Bureau.
 3. Unit Owners must keep their limited common areas neat and clean.
 4. Each Unit Owner shall be responsible for the maintenance, repair and replacement, at his sole cost and expense, of all interior elements of his unit, including, but not limited to, attic insulation, interior walls (perimeter and partition walls), ceilings and floors, garage doors, doors and door frames, windows and window frames (window and exterior door replacement requires written Board approval as to standards), fixtures, appliances, the heating, air-conditioning (including exterior compressor units), plumbing and electrical systems which serve his Unit and no other.
 5. Roofs. Since roof shingle replacement is an enormous capital expenditure for the Association. The following is a discussion on what a roof system is comprised of and what your responsibilities are as a Unit Owner.

The performance of the roof as a whole relies on more than just the shingled surface for weather protection. Proper insulation, ventilation and underlayment contribute to the quality of the finished roof. When our homes were constructed, no underlayment (felt paper, ice and water shield), was used. In some instances, the adequacy of the attic insulation package provided for by the builder is questionable.

The combination of accumulated snow load and cold days makes the snow act as an insulator that, over time, traps warm air in attics. The warm air melts the bottom side of the snow, which in turn runs to the roof edge and freezes, creating ice dams. As the melting continues, the ice dams force the water under the shingles into the soffit and even into the home.

Most of the melting can be alleviated with adequate insulation and plenty of ventilation to introduce cold air into the attic cavity. Additionally, bathroom exhaust fans, if not vented to the outside, can also contribute to the problem by blowing hot air into the attic.

The insulation of unit attics is of particular concern. Proper insulation of unit attics is a major factor in determining the longevity of unit roofs, not to mention the costs of heating and cooling the units. As a Unit Owner, everything inside the shingle underlayment is your responsibility. Please inspect your attic insulation package. If, after inspection, your insulation package is determined to be deficient, you must bring it up to current industry standards, at your sole cost and expense. Please consult an insulation professional.

The replacement of unit roofs is a major expense for CHECA, so please be proactive in evaluating and correcting deficient insulation package installations. You will not only benefit by lowering the costs of heating and cooling your unit, but you will also not be responsible for your roof repair and/or replacement.

Association Policy: If a unit roof fails after CHECA has repaired and/or replaced a unit roof and it is determined that the failure is due to the Unit Owner's negligence (a default) in perfecting deficiencies in his attic insulation package by bringing the insulation package up to current industry standards, all appropriate cost and expense of all subsequent repairs and/or replacement of the roof and any adjacent damage to

the interior and/or exterior of the unit, will be borne solely by the Unit Owner, as set forth in Article XII of the Bylaws.

- a. Decks: It is not equitable to ask all Unit Owners to pay for the maintenance, repair and/or replacement of altered decks that benefit only one unit. Thus, if you have an altered deck attached to your unit, you must maintain, provide for the upkeep, repair and replacement of all components related to the alteration of the deck at your sole cost and expense. All rules and regulations are devised to promote fairness, protect property values and enhance the community environment.
6. Unit Owners should attend all special and annual meetings. You should stay involved and informed about CHECA. If you feel qualified, and are in good standing (all assessments must be paid to date to be in good standing), you may run for the Board.
7. Unit Owners should report any problems to the management company in writing, by e-mail or by telephone when it is an emergency. You will receive a response as soon as possible.
8. Insurance Recommendation: Any Unit Owner and/or any mortgagee may obtain, at their own expense, additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterment's to a unit made or acquired at the expense of the unit owner). Such insurance should contain the same waiver of subrogation provision, as set forth in Article VI, Section 2 (b) of the Bylaws. Further, it is recommended that each owner obtain, in addition to the insurance above, a "tenant's homeowners policy" or equivalent, to insure against loss or damage to personal property, used or incidental to, the occupancy of the unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like.
Caution: Please be aware that the above-recommended insurance coverage is not provided for by the CHECA master insurance policy.

DUTIES OF THE MANAGEMENT COMPANY:

The Board may contract with a professional manager or management firm for a fee or compensation established by the Board, to perform such duties and services as the Board shall authorize according to the Bylaws. The role of the management company is to assist the Board in the operation and administration of CHECA. The managing agent takes direction from the Board. Some of the duties of the management company are:

1. financial management
2. record maintenance
3. assist in preparing budgets
4. obtain bids for CHECA projects
5. assist, advise and oversee the maintenance of CHECA
6. manage outside contractors and employees of the management company
7. maintain a twenty-four (24) by seven (7) days a week emergency telephone system

GLOSSARY

Glossary of terms used in the rules (see the official Declaration and Bylaws for more definitive definitions, where applicable).

1. **Unit Owner**
The owner of record of each of the 137 units which comprise Country Hill Estates Condominium Association.
2. **Condominium**
The property development known as Country Hill, Country Hill Estates, Country Hill Condos, Country Hill Estates Condominium Association, CHECA, etc.
3. **Association**
The collective name for all 137 Unit Owners. As a member of CHECA, you are an owner of a detached condominium and 1/137th of all common land, lawns, roads, pool, and tennis courts and all other property owned by CHECA.
4. **Board**
The Board of Directors of CHECA, properly elected by the owners or otherwise appointed, in accordance with the bylaws.
5. **Assessments**
The collective name for all monies to be collected by CHECA for the payment of common expenses and violations as determined by the Board. The types of assessments include; the monthly condo fee (for monthly maintenance and capital reserve fund contributions), special assessments (to raise capital for non-budgeted emergency situations as determined by the Board), fines (for money penalties assessed on individual unit owners, their guests, or their lessees and their guests, for specific infractions of the Rules or the Bylaws) as determined by the Board.
6. **Storage**
Defined for the purpose of these Rules, as the leaving overnight of any and all privately owned property on CHECA property designated as common area. If you feel that you have a special situation or have any questions, please contact the managing agent for clarification and guidance.
7. **Common Area**
All parts of the property, excluding the 137 units, and including the Limited Common Area.
8. **Limited Common Area**
Although legally defined as Common Area, Limited Common Area is that part of the Common Area reserved for the exclusive use of each unit owner. As an example, the driveways, walkways and the decks of each unit are considered Limited Common Areas. (The area under the decks/porches is not Limited Common Area).
9. **Deck**
The definition of **deck** includes front, rear and side porches.
10. **Association Web Site**
URL — <http://www.countryhillestates.com>

RULES

The following rules have been adopted pursuant to Article V paragraph 9, of the Bylaws. They are intended to contribute to and preserve a clean and attractive environment, ensure the peaceful enjoyment of our community, and enhance the value of our property and units.

1. **Action in Violation of Laws**

There shall be no use of, or activity in or on, any unit, limited common area or common area which is in violation of any applicable federal, state or local governmental law, ordinance, rule or regulation.

2. **Amendments**

The Board may revise CHECA Rules in any way, at any time, as conditions warrant.

3. **Delegation of Powers**

The Board, at its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules to the managing agent or to a duly authorized committee or member of the Board.

4. **Consent Revocable**

Any consent or approval granted by the Board or its managing agent, pursuant to these Rules, may be revoked by the Board at any time.

5. **Complaints**

If a Unit Owner or resident believes a violation of the Rules or Bylaws has occurred, or some activity has taken place that is offensive and/or irritating, the first action, whenever practicable, should be to contact the offending party and discuss the situation. We realize, however, that this may not always be possible and/or practicable. After attempting to rectify the situation with the alleged violator to no avail, or if, for whatever reason, the Unit Owner or resident chooses not to discuss the complaint with the offending party; the Unit Owner should immediately file a complaint, in writing or by e-mail, to the Board or managing agent. The complaint should cite the specific act(s) complained of, and must include the name and contact information of the Unit Owner or individual making the complaint. If the Board determines that the complaint is justified, it will take appropriate action. The complainant will be notified, in writing or by e-mail, concerning the action, if any, that will be taken to address the complaint.

If the situation does not involve a Rule or By-law violation, the complainant may wish to contact the local authorities or seek legal advice.

6. **Nonpayment of Assessments**

Monthly Condo Fees are due and payable on or before the first (1st) day of each month. Special Assessments are due and payable according to the schedule established when the assessment is created by a vote of the Board.

- a. A late payment fee of \$35.00 will be assessed for payments received after the fifteenth (15th) day of the month. Additionally, in the event of a default by any unit owner which continues for a period in excess of thirty (30) days, such unit owner shall be obligated to pay interest on all amounts due and owing at twelve percent (12%) per annum from the due date.
- b. After a protracted period of nonpayment of common assessments, pursuant to RSA 356-B: 46, IX, the unit owners' association has authorized the board of directors, after thirty (30) days prior written notice to the unit owner and unit owner's first mortgagee, to terminate a delinquent unit's common privileges and cease supplying a delinquent unit with any and all services normally supplied or paid for by the unit owners' association. Any terminated services and privileges shall be restored upon payment of **all** assessments.

- c. Every Unit Owner shall be responsible for the acts and omissions of his lessees.
- d. No Unit Owner may exempt himself from liability for his contribution toward common expenses (Assessments) by waiver of the use or enjoyment of any of the Common Area or by abandonment of his unit.

7. **Enforcement of Condominium Bylaws and Rules**

Unless specifically stated otherwise in a Rule, when it has been determined by the Board that a violation of the Rules or Bylaws has occurred, the following will take place:

- a. The violator (and/or Unit Owner, if the violator is a family member, lessee, or guest of the Unit Owner or lessee) will receive a written "Notice of Violation" and a "Notice of Correction" to be signed and returned to the Board by the violator and/or Unit Owner.
- b. If a mitigating circumstance is involved on the part of the violator and/or Unit Owner, the violator and/or Unit Owner is required to notify the Board, in writing or by e-mail, of the mitigating circumstance within ten (10) days from the date of the Notice of Violation. The Board shall consider all mitigating circumstances and notify the violator and/or Unit Owner of its decision on said mitigating circumstance(s) within ten (10) days of receipt thereof. The decision of the Board shall be final.
- c. If within ten (10) days of the date of the Notice of Violation and Notice of Correction, or within ten (10) days after the Board has rejected any claim of mitigation, the violation does not cease and/or has not been corrected, then, unless otherwise stated herein, upon notification by the Board, a fine of \$25.00 per violation will be levied against the unit associated with the violator for each week, or part thereof, that the violation continues. Notwithstanding the prior sentence, the said ten (10) day period may be extended by the Board, at the Board's sole discretion, by written notice to the violator and/or Unit Owner, if the Board determines that an extension is needed and/or is in the best interests of the parties. Any violator or Unit Owner seeking an extension must request same, in writing, to the Board, prior to the expiration of the said ten (10) day period.
- d. Upon resolution of any violation, subsequent violations of the same Bylaw, Rule or Regulation by the same Unit Owner, or by any family member, lessee, or guest of the Unit Owner or lessee, within a fifteen (15) month period will carry a \$50.00 per violation fine, to be levied against the unit associated with the violator, for each week, or part thereof, that the violation continues. The same notice requirements as stated in sub-paragraph (b) above shall apply.
- e. A lien may be placed and perfected on the unit associated with the violation if the fine is not paid within ten (10) days from notification of such fine. All fines, as well as any and all recording fees and collection costs (including, but not limited to, attorney's fees) shall be charged to the respective Unit Owner.
- f. In addition to the fines, legal fees and costs, the Unit Owner shall be solely responsible for any damage and/or repair/maintenance and related costs incurred by CHECA based on any violation.
- g. The failure or delay of the Board and/or the management company to act upon a violation in any manner shall in no way be deemed a waiver, or restrict or alter the Board's authority hereunder, to enforce the Rules and Bylaws.
- h. Upon amendment of this Rule by the Board, any unit then currently in violation of any Rule or By-law, shall be required to conform to the terms and conditions of such amended Rule for the balance of any continuing violation.
- i. Any violator and/or Unit Owner, who desires to contest the determination of any

violation, must do so, in **writing** to the Board within ten (10) days of the Notice of Violation, stating explicitly the reason(s) why he feels that no violation(s) has/have occurred. Failure to do so shall be deemed an admission that the stated violation(s) has/have occurred.

8. Requirements of Unit Owners when Leasing their Units

A copy of all leases by and between a Unit Owner and his lessee, which shall include the name and phone number of such lessee, must be provided to the Board or its managing agent within seven (7) days from the signing of the lease. All leases entered into must contain language that binds the lessee and its guests, to abide by the Bylaws and Rules of CHECA. The Unit Owner shall provide the lessee with a copy of the Bylaws and Rules when the lease is signed, so that lessee will be immediately aware of its duties and responsibilities in regard to CHECA.

9. Availability of Copies of Bylaws and Rules

All current CHECA documents are available for immediate download on the CHECA web site (<http://www.countryhillestates.com>). Make as many copies as you want. However, if you do not have access to the Internet, copies of the Bylaws and Rules are also available from CHECA's managing agent, on request and at a cost covering reasonable time, materials and duplication charges, except when Bylaws or Rules are amended. As provided for in the Bylaws, CHECA will bear the costs of providing an updated copy of amended documents to each Unit Owner and to any non-owner resident of a unit in CHECA.

10. Additions/Modifications to the Exterior of Units

Unit exterior alterations and/or additions, except as explicitly approved in writing by the Board, that affect the exterior appearance of the unit in any way, such as (but not limited to): structural additions, alterations or improvements, gutters, down-spouts, new doors and windows, exterior decorations, awnings, television and radio antennas, porch, deck and/or terrace sun shades, screening and covers, and similar alterations/and or additions, are strictly prohibited.

- a. Window Air Conditioners & Window Fans — are strictly prohibited.
- b. Signs — unit window signs and/or signs on the common area of the property are strictly prohibited.
 - i. Real Estate agents shall be allowed to display *1 open house* sign, on the day of the open house, at the Broad Street entrance to Country Hill Estates and *1 open house* sign in front of the unit that's *FOR SALE*. A total of 2 signs. In the case of a week-end open house, signs must be removed at the end of the first day and re-installed for the second day of the open house. No signs may be left on the property overnight. A courtesy call to let the property manager know that you will be holding an open house would be appreciated.
- c. Flags — each unit shall be allowed to have 1 flag attached to the unit in such a way as to not damage the siding. No flag shall be patently offensive to anyone. If a resident files a complaint with the Board alleging that a flag is offensive, the Board shall make a decision within ten (10) days thereof and notify the Unit Owner and complainant of its decision. The decision of the Board shall be final. If any flag is deemed offensive by the Board, it must be removed immediately. The Unit Owner and/or resident shall keep any flag in good condition. Worn, tattered, and/or damaged flags must be removed immediately.
- d. Satellite Dishes — while satellite dishes are allowed, they are subject to specific conditions and restrictions. In addition, prior approval by the Board for a satellite dish is required. The Approval Form and Satellite Dish Installation Requirements

are available on the web site.

All allowed alterations and/or additions to a unit must be approved, in writing, by the Board and shall be accomplished at the Unit Owner's sole cost and expense. In addition, the Unit Owner, his successors and assigns, shall be required to maintain and provide upkeep, repair, and replacement of all components related to the subject alteration or addition at their sole cost and expense. Additionally, if there is any damage to the common area, limited common area and/or the exterior of the unit resulting from said alteration, the Unit Owner must cure the damaged area(s) to the satisfaction of the Board, at his sole cost and expense, including reasonable attorney's fees if any. Further, if any altered and/or added element is removed from a unit, the Unit Owner, his successors and assigns, shall restore the area to its original condition before the alteration and/or addition of said element, to the reasonable satisfaction of the Board, at his sole cost and expense, including reasonable attorney's fees, if any.

Request forms are available for allowed alterations and/or additions on the CHECA web site (<http://www.countryhillestates.com>), or through the managing agent.

11. **Hanging of clothes, etc.**

No clothes, linens or other materials may be hung or shaken from windows, placed on windowsills, or otherwise left or placed in such a way as to be exposed to the public view. Outdoor clothes lines, or other outdoor clothes drying or airing facilities are not permitted.

12. **Noise**

Unit Owners, family members, lessees, residents and guests must keep noise to a reasonable level, especially between the hours of 10:00 p.m. and 7:00 a.m. so that other residents are not disturbed. At no time are musical instruments, radios, stereos, TVs, parties, or any other noises to be so loud as to become a nuisance to other residents.

13. **General Upkeep**

Unit Owners, family members, lessees, guests and residents of CHECA must keep all common and limited common areas in a clean and sanitary condition. Unit Owners will be held responsible for any damage caused by them, their family members, lessees and/or guests to said areas. With some exceptions, repair and maintenance of the common and limited common area is the responsibility of CHECA.

14. **Porch/Deck Maintenance**

CHECA's established maintenance protocols for original porches/decks is to power-wash and then apply a semi-opaque colored stain as a protectant, as needed.

- a. If any unit has a Board allowed, altered porch/deck, the Unit Owner, his successors and assigns, shall be required to maintain and provide upkeep, repair and replacement of all components related to the subject alteration at his sole cost and expense. In other words, any deck alteration(s) **nullify** all obligations of CHECA to provide maintenance, repair or replacement of any components of the altered porch/deck, or to cure any damage to the interior or exterior of the unit resulting from the alteration of the porch/deck.
- b. If any Unit Owner defaults in the performance of his obligation(s) pursuant to this rule and does not cure such default within ten (10) days of notice thereof, or sooner, with notice, if necessary (as determined by the Board to protect CHECA or any unit therein, or to prevent injury or damage to persons or property), the Board shall have the right to perform such defaulted obligation(s), in which event the Unit Owner shall pay, as a common expense, on demand, all costs, including reasonable attorneys' fees, if necessary, incurred in connection therewith.

15. **Littering**

Littering is not allowed. Paper, cans, bottles, cigarette butts, food and other trash, are to be disposed of properly. Under no circumstances are such items to be dropped or left on common or limited common areas.

16. **Trash, Refuse and Garbage**

No one may place household trash, garbage or other refuse in the common area, except on the appointed day of the week in an appropriately-placed receptacle provided by CHECA for that purpose. Receptacles **must** be of the type provided by CHECA because the receptacles are designed specifically to allow semi-automated pickup by suitably equipped collection vehicles.

17. **Trash Receptacles**

- a. Trash receptacles must be moved to the front of the driveway no earlier than the evening before the scheduled trash pickup day and should be returned to their normal storage position no later than the evening the trash has been picked up.
- b. Trash receptacles must be stored in or adjacent to the unit to which they belong. If a unit has a garage, the trash receptacle shall be placed in the garage. If a unit does not have a garage, the trash receptacle should be placed in a position that does not damage or interfere with the operation of the irrigation system, or cause any damage to or impede the use of the common area by any unit owner or resident. The receptacles, if stored adjacent to the unit, must not be stored in front of the unit and must be stored in a place as inconspicuous as possible. The Board will be happy to advise any resident of an appropriate storage area in or near his unit upon request.

18. **Outdoor Equipment**

- a. Bicycles, scooters, toys, canoes, sporting goods, cooking equipment, baby carriages, lawn furniture and any other personal article(s) or equipment, except firewood, shall not be stored outside overnight on the common or limited common areas. Use of these areas shall be in accordance with Rules 20 and 21.
- b. Limited Exception: Unit Owners and residents are permitted to store (use) basketball nets that shall be situated on their unit driveway (never attached to a unit), so as not to interfere with any vehicular traffic on their street, irrigation system or landscaping maintenance, or cause any damage to, or impede the use of, the common area by any resident or invitee. This limited exception is granted **only** for the period between April 15th to October 31st at which time they must be removed and stored in accordance with Rules 20 and 21.

19. **Firewood**

Firewood, which is not kept within a unit, must be stored in a neatly arranged stack, adjacent to that unit. Firewood stacked adjacent to the unit must be placed in a position that does not damage or interfere with the operation of the irrigation system, maintenance of lawns (including the trimming of planting beds), or cause any damage to, or impede the use of, the common area by any resident or invitee. Firewood stored outside of the unit **must** be stored on a metal or plastic support elevating it from contact with the ground, with sufficient space between the firewood and the unit. This is to ensure that termites are not attracted to the firewood or the unit. Stacking firewood on a deck or porch, except during winter months, is prohibited.

20. **Maintenance/Landscaping of Common Area**

- a. Improvements, maintenance and landscaping of the common area will be performed only by the Board, or its designee, except where express written permission of the Board has been obtained in advance. The Board does, however,

5.

encourage the planting of appropriate flowers in existing garden beds.

- b. Tomatoes may be planted within existing mulched areas on the sides or back of your unit. No tomatoes shall be planted in the front area of any unit. In addition, no tomato shall be more than four (4) feet in height, and the total planting area for said tomatoes shall not exceed twenty (20) square feet. Unit Owners shall remove the said tomato plants from the mulched areas when the growing season for tomatoes has ended and restore the said mulched areas to their original condition.
- c. If any Unit Owner would like to make additional enhancements to his unit, other than as allowed above, he must submit the appropriate form to the Board for approval. Prior written approval from the Board is required before any such project may be undertaken.
- d. If any such project is undertaken without prior written approval by the Board, the Board may require, by written notice, that any such enhancement be removed, in whole or in part, and that the area be returned to its original (prior to the unapproved enhancement) state, all at the sole cost and expense of the Unit Owner. If, within ten (10) days of the notification by the Board, the Unit Owner has not removed any such enhancement and returned the area to its original state, the Board, without further notification, may make the necessary corrections. In such a case, the Unit Owner shall be assessed all costs thereof, including reasonable attorney fees, if any. This remedy shall be in addition to, and not in lieu of, any remedy available under Rule 7.

21. **Improper Use of Common Area**

Any use of the common area which causes damage to the common area or the plantings, equipment and/or buildings thereon, increase the maintenance thereof, or causes unreasonable disturbance or annoyance to other unit owners or residents in their enjoyment of CHECA, is prohibited.

- a. The use of common areas for storage or displays of any kind is prohibited, Note: The ground under all porches/decks is defined as common area and storage of any kind, except firewood, is prohibited. All units have basements and most units have garages. Please make use of these areas for all storage.

Exception: Seasonal displays/decorations are allowed on the perimeter shrubbery of each unit, only. Note: The individual units are not designated as common area in this instance. Therefore, you may decorate your unit.

Exception: Units that have small rear decks (not large enough to reasonably accommodate a deck chair and a barbecue grill) may place a barbecue grill on the common area. You must, however, situate the barbecue grill on a pre-cast concrete slab or blocks no more than four (4) inches high and wide enough to accommodate your barbecue grill and in a position that does not damage or interfere with the operation of the irrigation system, maintenance of lawns (including the trimming of planting beds), or cause any damage to, or impede the use of the common area by any resident or invitee.

Caution: It is against the law to store propane tanks inside your unit.

Exception: Firewood. See Rule 19.

22. **Improper Use of Limited Common Area**

The use of limited common areas is meant for personal items such as mats, flower boxes/pots, umbrellas, barbecue grills, deck furniture and the like. These items may be left in place year round. Storage of any other items of any kind is prohibited.

Exception: Basketball nets. See Rule 18. b.

23. **Outside Activities**

There shall be no continuous organized sports activities, picnicking, or fires (other than barbecues on a unit's limited common area), except as approved by the Board.

24. **Barbecues**

Only barbecues in protective metal containers with covers may be used, provided that such barbecues are carefully guarded and are not operated in a manner hazardous to buildings or other property.

25. **Household Pets**

Household pets will be allowed with the consent of the Board, which consent shall not be unreasonably withheld. However, pets that create noise, run loose without proper supervision in the common or limited common area, or in any way create a disturbance or inconvenience to any Unit Owner or other resident shall enable the Board to withdraw its consent, in which case the pet must be removed permanently from CHECA property. Each Unit Owner will be responsible for and will hold the Board and CHECA harmless against loss, damage, and/or liability for any action(s) of their pet(s) within CHECA property.

Additionally:

- a. All pets **shall** be licensed to comply with applicable laws, ordinances, and regulations of the City of Nashua, and the State of New Hampshire.
- b. All pets, other than cats, when outdoors, must be accompanied by either the owner or a responsible person designated by the owner. Such pets must be carried or be under the physical restraint (leash) of that person. Such pets must not be allowed to run free.
- c. No pets shall be tied up, **attended or unattended**, outdoors, at any time.
- d. Running leads are not allowed.
- e. Pet owners are encouraged to make a reasonable effort to have their pets defecate and urinate in the **wooded areas only**, where grass, unit shrubbery and other plantings are not present.
- f. Pet owners, or the responsible person(s) attending the pet(s), must immediately remove and properly dispose of all feces left by their pet(s) by use of a pooper-scooper or other suitable method.
- g. Pet owners must ensure that their pets make no noise that might reasonably disturb any resident of CHECA.
- h. Pets are not allowed in the pool area or on the tennis courts.
- i. Notwithstanding anything in the Rules to the contrary, any violation of the above rule shall be subject to an immediate fine of \$25.00 for the first offense, \$50.00 for a second offense, and \$100.00 for any subsequent offense. There shall be no time limit on second and/or subsequent offenses. In addition, no prior notice and no time to "cure" the violation shall be required.
- j. Repeated violations of any of the above pet rules shall enable the Board to withdraw its consent, in which case the owner or resident must remove the pet from CHECA property.

26. **Vehicle Rules and Restrictions**

Aside from the obvious safety and liability concerns, the thrust of this rule is intended to promote harmony and a clean, uncluttered appearance throughout CHECA. This rule is not intended to strictly prohibit Unit Owners, with a specific limited need, from parking trailers, mobile homes/campers overnight, from time-to-time, for loading or unloading. Please remember that our units are located very close to each other.

Therefore, we are invariably compelled to be considerate of our neighbors. These special situations require **prior** written permission of the Board.

- a. Unregistered and/or inoperable motorized vehicles of any kind are strictly prohibited from CHECA property. Also see Rule 27.
- b. No motorcycles, motor bikes, mini-bikes, all-terrain vehicles, boats, jet skis, snowmobiles, buses, vehicles for hire, hi-cube/box vans, flat/stake body trucks, dump trucks, vehicles with dual rear wheels, commercial vehicles with or without signage, trailers, mobile homes, campers and all other vehicles (not otherwise cited) having a gross vehicle weight of over 10,000 lbs., shall not be parked outside, overnight, within the confines of CHECA property, without the **prior** written permission of the Board.
- c. Although registered operable motorcycles are allowed on CHECA property, owners must take precautions when parking motorcycles on the paved common and limited common areas of the property. The parking (storage) mechanism, usually a kick-stand, must not be allowed to damage the asphalt pavement of any road or driveway on the property. Violators will be required to repair any such damage, at their sole cost and expense, to the reasonable satisfaction of the Board.
- d. Regular pickup trucks and vans, with or without windows, are allowed, unless they have a gross vehicle weight of over 10,000 lbs.
- e. The parking of any vehicle outside, overnight, with ladders, pipe tubes or any other materials, affixed to or protruding from the vehicle, is strictly prohibited with the exception of vehicles with roof racks free of ladders, pipe tubes, and/or other materials, are acceptable. The purpose is to keep people from using their vehicles as permanent storage and to allow for a visibly acceptable appearance for our neighbors and our community.
- f. Notwithstanding anything in the Declaration, Bylaws or Rules to the contrary, any vehicle parked on CHECA property in violation of this Rule 26, any other Rule of CHECA, the Declaration or Bylaws of CHECA, or RSA 356-B, may be towed after prior written notice to the owner with a specified time limit for removal stated therein. In the event a vehicle is towed, the owner shall bear all costs and expenses for towing, storage and retrieval of the vehicle.
- g. The towing of a vehicle hereunder shall be a remedy available to the Board in addition to, and not in lieu of, any remedy available to the Board pursuant to Rule 7.

27. **Operating Vehicles in Country Hill Estates**

- a. The speed limit for all vehicles operating on CHECA property is 20 mph at all times. Any Unit Owner or resident who observes a vehicle being driven in excess of this speed should make a note of the license plate and report same to the police, or in writing or by e-mail to the Board and/or managing agent.
- b. No motorized vehicle of any kind shall be operated on CHECA property so as to create a nuisance and/or disturb the residents; either by excessive noise, by the manner in which it is driven, or by otherwise interfering with the quiet enjoyment of the residents.
- c. Vehicles may not be driven or parked on any surface other than the pavement of the roadways or driveways provided for that purpose. Specifically, vehicles must not be driven or parked on sidewalks, grassed or mulched areas, or on any of the emergency service access roads.
- d. No vehicle shall be parked in such a manner as to impede or interfere with any Unit Owner's or other resident's access to his driveway. In addition, no vehicle

shall be parked in such a manner as to impede or interfere with vehicular traffic on the roadway(s).

Vehicles parked in violation of this Rule may be towed at the owner's expense without any prior notice. In addition, the Unit Owner associated with the offending vehicle may also be fined according to the provisions of Rule 7, without, however, the necessity of prior notice.

28. Overflow Parking Areas

- a. Overflow parking areas are designated for Unit Owners, residents and their guests and are to be used only on a very limited basis. For instance, parking for daytime guests or weekend guests. Unit Owner overnight parking and other longer-term parking or storage of vehicles of any kind can create a myriad of problems, especially in winter, and is therefore prohibited. Any vehicle left unattended for extended periods of time in the overflow areas may be towed at the owner's expense after prior written notice with a specified time limit for removal stated therein. The towing of a vehicle hereunder shall be a remedy available to the Board in addition to, and not in lieu of, any remedy available to the Board pursuant to Rule 7.

If you have special circumstances, please contact the managing agent or the Board for guidance.

29. Vehicle Registration

- a. Any vehicle left outside on any common or limited common area of CHECA, including the designated overflow parking areas, must be operable and must have a current registration and all required inspection credentials currently valid in the State in which the vehicle is registered. Any unregistered and/or inoperable vehicle left unattended in such areas will be towed at the owners' expense after prior written notice with a specified time limit for removal stated therein. The towing of a vehicle hereunder shall be a remedy available to the Board in addition to, and not in lieu of, any remedy available to the Board pursuant to Rule 7.

30. Children and Guests

- a. Unit Owners, lessees and residents are responsible for the actions of their children and guests. Unit Owners are also responsible for the actions of their lessees, their children and guests, while in CHECA. If the behavior of guests creates a nuisance, the managing agent may require that the offending guests leave CHECA.

31. Yard Sales and Other Activities

- a. No yard sales, flea markets, or any commercial for profit activity, may be conducted at a unit or on the common or any limited common area, without the prior written approval of the Board.

32. Pool Rules

- a. The pool is for the exclusive use of Unit Owners, other legal residents of CHECA, and their allowed guests. Owners, legal residents and guests may use the pool AT THEIR OWN RISK.
- b. The right to use the pool facilities stays with the unit. For example; if a unit is leased with pool privileges, which is normal, the unit's owner and/or his guests cannot use the pool. Unit owners that lease their units must have a copy of their lease on file with the Board (see Rule 8.) or your lessee may not be authorized to obtain access to the pool facilities.
- c. The pool is accessed by means of a programmable electronic keyless entry system. Units in good standing may purchase (for a one-time nominal fee), an

electronic keyfob for entry into the pool facilities. Unit owners who are over 30 days in arrears will have their pool privileges automatically suspended. A fee of \$75 will be charged, in advance, to reactivate a Keyfob.

- d. All guests must be accompanied by an authorized resident 15 years of age or older. Authorized residents over the age of 15 years but under the age of 18 years may bring only *one guest – resident or non-resident guests* into the pool facilities, unless otherwise approved by the Board. Authorized residents 18 years of age or older may bring only *two guests – resident or non-resident guests* into the pool facilities, unless previously approved by the Board.
- e. No authorized child under the age of 15 years will be allowed to use the pool facilities without supervision by an authorized person 15 years of age or older.
- f. Attendance per unit; unit owners, unit residents, approved lessees and allowed guests. *A cap of 6 people per unit will be allowed in the pool facilities.* Deviations to this 6 person limit must be previously approved by the Board.
- g. In deference to owners; if the pool becomes overcrowded, authorized guests may be asked to leave.
- h. Anyone using the pool facilities must be able to prove that they are entitled to use the facilities when asked by any authorized person.
- i. Anyone legally entitled to use the pool facilities that allows unauthorized entry, by any method, shall be held personally responsible for any problems caused by and/or damage done by such unauthorized entry and shall be subject to immediate suspension of pool privileges.
- j. Hours of operation shall be determined by the Board and posted on the mail house bulletin board and/or the pool house.
- k. Pets are NOT PERMITTED in the pool facilities at any time.
- l. Floats are NOT PERMITTED; except personal swim aids.
- m. Running on the pool apron is NOT PERMITTED.
- n. Diving is NOT PERMITTED.
- o. Alcoholic beverages are NOT PERMITTED in any of the pool facilities.
- p. Glass of any kind is NOT PERMITTED in any of the pool facilities.
- q. No trash or personal articles shall be left in any of the pool facilities.
- r. Excessive noise is NOT PERMITTED at any time when using the pool facilities.
- s. Pool house machinery and chemicals are off limits.
- t. Swimming with open sores is NOT PERMITTED.
- u. Children who are not potty trained are only allowed to use the pool when wearing LIL SWIMMERS. It is strongly recommended that children under the age of 6 months not use the pool.
- v. Any member of the Board, its managing agent, or other designee, has the authority to remove individuals from the pool upon violation of any of the above pool rules. Upon multiple or flagrant violations, Unit Owners or residents may have their pool privileges suspended or revoked for a duration of time to be determined by the Board.

33. **Tennis Court Rules**

- a. The tennis courts are for the exclusive use of Unit Owners, their families, other residents of CHECA, and their guests, and only during daylight hours.
- b. Unit Owners, their families, lessees, residents and guests use the tennis courts AT THEIR OWN RISK.
- c. If a tennis court is in use by guests while residents are waiting to use it, those

- guests will be asked to surrender its use to the residents.
- d. All individuals using the facilities must be able to prove that they are entitled to use the facilities. Numbered keys have been provided for this purpose.
 - e. The tennis courts are for playing tennis only. All other activities are strictly forbidden.
 - f. Only soft-soled shoes may be worn in the tennis courts.
 - g. No pets are allowed in the tennis courts.
 - h. No alcoholic beverages are to be brought into the tennis courts.
 - i. No glass receptacles are to be brought into the tennis courts.
 - j. No trash shall be left in the tennis courts.
 - k. The Board, its managing agent, or other designee, has the authority to remove individuals from the tennis courts upon violation of any of the above tennis court rules. Upon multiple or flagrant violations, Unit Owners or residents may have their tennis court privileges suspended or revoked for a duration of time to be determined by the Board of Directors.

END OF RULES