

Camela O'Laughlin

OAK HILL CONDOMINIUM ASSOCIATION
COMMUNITY RULES

All residents at Oak Hill-whether they be owners or renters- are bound by the Community rules. Investor owners are required to make the rules part of the tenant's lease agreement. However, the ultimate responsibility for rule compliance rests with the unit owner. Therefore, investor owners must exercise their duty to achieve tenant rule compliance and are responsible for the payment of any fines levied by the Board Of Directors for rule violations by their tenants or their guests.

The Oak Hill Condominium property is divided into three distinct spaces: dwelling Units, Limited Common Area, and Common Area.

Generally speaking, the Unit is the dwelling space occupied by the resident, while the Limited Common area is comprised of those portions of the common area which are reserved for the exclusive use of those residents entitled to their use. At Oak Hill the Limited Common Areas are the balconies, decks, storage bins, and carports. Common Area is everything else, including the grounds, paved surfaces, halls, laundry rooms, building exterior, clubhouse, pool, tennis courts, boiler rooms, and much-but not all-of the wiring and plumbing. For a precise delineation of these three spaces please refer to Article II of the "Declaration of Oak Hill Condominium."

1. GENERAL RULES

1. The Common Areas including sidewalks, walkways, and entrances, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Residents shall not litter, deface, modify, or alter the Common Areas in any manner whatsoever.
2. The personal property of all residents shall be stored within their Units or designated storage areas. Nothing may be stored in the common areas at any time.
3. The following items are not allowed on or around the deck/patio area: garbage cans, supplies, whirligigs, wind

chimes, mobiles, bird feeders, lawn ornaments, coolers, litter boxes, sleds, storage boxes or other articles which the Association determines are incompatible with the direct usage of the deck/patio.

4. No linens, cloths, clothing, curtains, rugs, mops, towels, bathing suits, or laundry of any kind or other article shall be hung from the windows, doors, patios, decks, entry ways, or exposed on any part of the Limited Common Areas or Common Areas, and such areas shall be kept free and clear of refuse, debris, and other unsightly material.
5. Residents shall take necessary precautions to prevent any article from falling from the windows, patios, or decks, nor shall any resident sweep or throw from his Unit any dirt or other substances outside of his Unit or on the Limited Common Areas or Common Areas of the Condominium.
6. Refuse and bagged garbage shall be deposited only in the dumpsters. Nothing shall be left outside the dumpsters. Materials such as florescent bulbs, tires, batteries, appliances, furniture, electronics, and certain chemicals are not permitted in the dumpsters.
7. The Association reserves the right to restrict parking in a particular parking lot if there is a shortage of parking spaces in said lot.
8. No resident shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit any act by such persons that will interfere with the rights, comforts, and convenience of the residents. No resident shall play or suffer to be played any musical instrument, or operate or suffer to be operated, a sound instrument in his Unit in such a manner as to disturb or annoy other residents.
9. No resident or guest shall allow the installation of wiring for electrical or telephone use, television, air conditioning units or other machines, equipment or fixtures which protrude through the walls or windows of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board, based on written request.
10. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium by any resident without written consent of the Board of Directors.
11. No inflammable, combustible, hazardous or explosive fluid,

chemical or substance shall be kept in any Unit or Limited Common Area except such as are suitable for normal household use.

12. No two-bedroom unit shall be occupied by more than four people and no one-bedroom unit shall be occupied by more than two adults and one child without the written approval of the Board of Directors.
13. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is an annoyance or interferes with the peaceful possession or proper use of the Condominium by others. No resident shall confront another resident or visitor concerning an alleged rule violation. No resident shall interfere with any vendor employed by the Association by directly confronting and/or stalking a vendor concerning any aspect of the work being performed. If any vendor demonstrates, to the satisfaction of the Association, that its safety is threatened by a resident, the Association reserves the right to engage security personnel, the expense of which will be charged to the resident creating the safety issue. Resident concerns should be directed to the management agent. The first violation of this rule shall result in a warning letter to the resident. In the event of a second violation of the rule, the Board of Directors may levy a minimum fine of \$100.
14. No Unit or Common Area of the Condominium may be used for unlawful or improper purposes.
15. Nothing shall be done in any Unit or in, on, or to the Common Area, which may impair the structural integrity of the Property, or which would structurally or stylistically change a building or improvements thereon except as provided in the Declaration or the Bylaws. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Board of Directors. Blankets, sheets, towels, or flags are unacceptable as window coverings and shall not be hung from the windows or sliders. Mini-blinds and vertical blinds in the slider are samples of acceptable window coverings. However, in order to maintain uniformity, all window treatments/coverings have to display white or off white from the outside.
16. No activity shall be done or maintained in any Unit or upon any Common Area which will increase the rate of insurance on any Unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors.

17. No business may be operated which results in traffic in the building or parking lot, which results in increased common area expenses, or is in any way incompatible with the residential nature of the property.
18. Loud noises, disturbances, vandalism, and suspicious persons should be reported to the Nashua Police Department.
19. Routine service requests may be requested at the office Monday through Friday between 8:00 a.m. - 4:30 p.m.
20. Residents receiving lockout service after office/clubhouse hours will be charged a fee for this service.
21. Washing Machines and Dryers shall not be permitted within the dwelling unit.
22. No food or garbage, as a food source for wild animals, shall be placed anywhere on the Common Area or Limited Common Area.

2. PET RULES

1. All residents are advised that their pets are to be kept inside their units at all times except when on a short leash and accompanied by and under the control of the resident.
2. Tethering a dog on the patio or deck is not permitted.
3. Residents must remove any wastes excreted on the lawn area immediately.
4. All pets shall be kept, maintained and licensed in accordance with the regulations of the Health Department of the City of Nashua, and in accordance with the regulations of any and all other municipal bodies.
5. The Humane Society will be instructed to remove any stray animals from the property.
6. The Board of Directors may insist on any resident not keeping a pet which the Board, in its sole discretion, determines interferes with the rights of other residents.
7. All pets must be registered at the office.
8. One dog or one cat shall be permitted in each unit. Certain breeds of dogs are prohibited based on insurance requirements. Owners must check with the Oak Hill office for a current list. In addition, one caged bird and one ten gallon fish tank shall be permitted per unit. No other animal/reptile of any type is allowed.

9. Any owner who violates #3 shall be fined \$50.00 per incident.

3. GRILL RULES

1. Charcoal grills and gas grills shall not be permitted on the decks or patios. Electric grills rated for outdoor use are permitted. Residents may use the charcoal grills provided near the clubhouse.

4. CLUBHOUSE RULES

Your clubhouse is for your pleasure and enjoyment. Please cooperate in keeping the facilities in their present attractive condition, and be considerate of other residents by cleaning up after you use the facilities.

1. All residents are required to sign in and out when using the Clubhouse. Residents must register with the office upon move in at the property.
2. There is a limit of two guests per unit, unless permission is granted by the clubhouse attendant. All guests must be accompanied by the resident at all times.
3. Children under 18 are not permitted to use the weight room/sauna without written permission from a parent. Children under 14 must be accompanied by an adult.
4. No beverages or food allowed downstairs or in the poolroom.
5. The kitchen is available for private parties only.
6. The main room in the Clubhouse may be reserved for private parties. Please contact the office. Residents renting the main room are responsible for clean-up and will be required to sign an inspection checklist.
7. Use of the tennis courts is limited to one hour if others are waiting for court time.
8. The Management reserves the right to ask anyone whose behavior is not acceptable to leave the premises and they may also forfeit further use of the clubhouse facilities. Residents are responsible for the conduct of their guests and will furthermore be responsible for any damages to the clubhouse facilities incurred by them.
9. Smoking shall be prohibited in the clubhouse.

5. POOL RULES

1. Children under 16 years of age must be accompanied by an adult.
2. The pool is closed to all persons having sores, wearing bandages or who are ill.
3. Running and horseplay are prohibited on the premises. Persons not observing this rule take full responsibility for any damage or injury there from and will forfeit rights to the use of the pool.
4. Diving is not permitted.
5. No food is allowed around the pool area at any time. All beverages must be in paper or plastic containers. NO GLASS PERMITTED IN THE POOL AREA.
6. Please use the trash containers. Smoking is not permitted.
7. All guests (children and adults) must be accompanied by the resident. Limit of two (2) guests per unit.
8. No cutoffs, shorts, or any apparel other than regular swimming apparel will be allowed in the pool. Appropriate attire and footwear is required.
9. The use of sound equipment is not permitted in the pool area without earphones.
10. For health reasons, babies of 'diaper age' will not be permitted in the pool without suitable swim diapers.
11. Children unable to swim without assistance must wear a life preserver or adequate flotation device.
12. The depth-marker rope may be removed only by the attendant, and only for the purpose of swimming laps as long as no children are present.
13. All residents and guests swim at their own risk. No lifeguard on duty.
14. Management shall have the right to close the pool at any time for reasons deemed necessary by them.

6. MOTOR VEHICLE RULES

1. All vehicles must be registered at the Oak Hill office.
2. Vehicles must be parked only in the established parking lots and in spaces provided.
3. Under no circumstances will residents or their guests be allowed to wash, repair, or change oil in vehicles on the premises.
4. Any motor vehicles that are not in operating condition, unregistered or uninspected will be towed away at the owner's expense. There will be one warning only.
5. No resident shall store or leave boats, trailers, unregistered or uninspected vehicles, mobile homes, recreational vehicles or similar articles or objects within the common areas, except in areas which may be designated for that purpose.
6. Motorcycles must have kickstand pads. During the winter months, motorcycles must be located in a carport or stored off the property.
7. *No motorized vehicle shall be driven or parked on the lawns or sidewalks.*
8. The Board of Directors or the Management Agent may require the relocation of any vehicle which is being stored and not used if there exists a shortage of parking spaces in the lot in which the vehicle is located.
9. Motor vehicles must fit within the width of the lined parking spaces.

7. FINE POLICY

FINE SCHEDULE FOR INFRACTIONS OF RULES AND REGULATIONS OF OAK HILL:

1. First Notice The first notice will serve as a warning and may be verbal or in writing. For investor owners, the owner will also be notified.
2. Second Notice This notice will be in writing and will enclose the fine policy. For investor owners, the owner will also receive a copy of the notice.
3. Third Notice A written notice will be sent directly to the owner of the unit. At that time the owner will be notified

that the matter will be brought before the Board of Directors for consideration of a fine. The owner will be entitled to be heard at the Board meeting.

4. Initial Fine The Board of Directors shall have the prerogative to levy fines of up to \$300 for each incident of rule violations.
5. Serious rule violations or repeat violators of rules may result in a fine being charged with fewer than two warnings, at the discretion of management.

8. COLLECTION POLICY

1. Fee payments are due at the management agent's office on the first of the month (required by the by-laws).
2. If the fee payment for each unit is not received by the 5th of the month, a \$25.00 late fee will be assessed.
3. If the fee payment continues to be unpaid by the 5th day of the second month:
 - A. The owner will be assessed an additional (second) late fee of \$50.00.
 - B. The owner will receive a letter which states that the Board of Directors will be asked to authorize at its next meeting one or more of the following:
 1. That a lien be placed against the unit;
 2. That a small claim be filed in District Court;
 3. Termination of common services and privileges;
 4. Direct assignment of rents on investor units.

The letter will state that the unit owner will be given the opportunity to be heard at the next monthly Board meeting. A copy of the letter will be sent to the owner's tenant(s) and mortgagee if applicable and if known by the management agent. The notification period for termination of services or rent assignment will commence on the date of the letter.

- C. No maintenance work in the unit will be authorized by the Oak Hill Office unless payment for same is made in cash in advance.
4. If the fees continue to be unpaid (in full or in part) by the

5th day of the third month an additional (third) late fee of \$100.00 will be assessed.

5. If payment has not been received by, or a written payment agreement has not been executed with, the management agent by the date of the Board meeting, the Board may authorize one or both of the following actions:
 - A. That a lien be placed against the unit;
 - B. That a small claim be filed in District Court;
 - C. That one or more services supplied by the Association be terminated;
 - D. That the rental payments on the delinquent unit be made directly to the Association until the arrearage is satisfied pursuant to RSA 356-B:46-A. (Voted at Annual Meeting 3/11/98)

The Board, in its judgment, may consider extenuating circumstances in its decision.

6. If common area services are terminated, the owner of the unit will be charged a \$75.00 reconnection fee which must be paid prior to the resumption of service(s).
7. The "Termination of Services" shall also apply to special assessments, authorized by the Board of Directors, which are three or more months in arrears.
8. Terminated services will be restored upon payment of all delinquent fees.
9. Terminated services shall include, but not be limited to, water, heat, hot water, parking and clubhouse privileges.
10. The Board shall have the right to take the actions in Section 3(B) to owners who are less than two months delinquent if such owners have previously received notification under Section 3(B).
11. In general, the Board expressly reserves all other remedies and actions pursuant to the by-laws and to applicable laws, whether for expansion or in limitation of its collection policy.

These rules may be amended from time to time by the Board of Directors. The Association, through its management agent, shall

have the right to enforce these rules. Complaints by residents should be registered at the OAK HILL Office (888-6775).

STEWART PROPERTY MANAGEMENT, INC.

BY: 

PAUL N. STEWART, PRESIDENT
AGENT FOR OAK HILL CONDOMINIUM ASSOCIATION

Adopted April 23, 2014 by the Board of Directors of OHCA