



• M C K E N N A ' S • P U R C H A S E •

McKenna's Purchase Unit Owners Association Rules and Regulations April 2025

McKenna's Purchase Unit Owners Association
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MckennasPurchase.org

**McKENNA'S PURCHASE UNIT OWNERS ASSOCIATION
CONDOMINIUM RULES & REGULATIONS
REVISED APRIL 2025**

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RESTRICTIONS ON USE OF UNITS

(Quoted from the Bylaws, Article V, paragraph 7, OPERATION OF THE PROPERTY)

RESTRICTIONS ON USE OF UNITS:

To assist the Condominium in providing for congenial occupancy and the protection of the values of the units, it is necessary that the Board of Directors have the right and authority to execute reasonable controls over the use of the units. Violation of the following enumerated prohibitions shall not be permitted, and the Board of Directors is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator.

(a) No advertisements, signs or posters of any kind shall be posted on or in the property except as authorized by the Board. This restriction shall apply to advertisements, signs, or posters utilized by the unit owners, or its agents, in selling or leasing the unit.

(b) No clothing, laundry, rugs, or other objects shall be hung, shaken, or displayed from any window or exterior portion of the unit or otherwise left or placed in such a way as to be exposed to public view. All refuse and trash shall be placed in locations specifically designated by the Board, and no garbage or trash shall be permitted to remain in public view. All drapes and curtains or exterior windows shall be white or white lined so that the white backer or white curtain is visible to those viewing a unit from outside.

(c) No animal, other than common household pets with the consent of the Board of Directors, shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the property. Pets shall not be permitted outside of units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the rules for the control and regulations of household pets in the condominium. The owner of a unit where a pet is kept or maintains shall be responsible and may be assessed by the Board of Directors for all damage to the property resulting from the maintenance of said pet, and any costs incurred by the Association in enforcing the rules prescribed or to be prescribed by the Board of Directors for the control and regulations of pets in the condominium and each such owner shall be deemed to indemnify and hold harmless the Board against such loss or liability resulting from said pet.

(d) No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents to which interferes with the peaceful possession or proper use of the condominium by others.

(e) No owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, television antenna, air conditioning unit, or other machine or equipment which protrudes through the walls or the roof of any building or improvements thereon, except as provided in the Declaration or these By-Laws. **Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the Board of Directors.**

(f) No unit or common area of the condominium may be used for any unlawful, Immoral or improper use.

(g) 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 change a building or improvements thereon except as provided in the declaration or these by-laws. Nothing shall be altered or contracted in or removed from the common area, except upon the written consent of the Board of Directors.

(h) No owner or guest shall direct or engage any employee of the Condominium on any private business, nor shall they direct, supervise, or in any manner attempt to assert control over any such employee.

(I) No recreational vehicle, including but not limited to boats, travel trailers, motor homes, trail bike, ATV's, snowmobiles and oversize trucks shall be parked or stored outside the Unit without written consent from the Board of Directors.

(J) No activity shall be done or maintained in any unit or upon any common area that results in the cancellation of insurance thereon, unless the Board of Directors first approves such activity in writing. No waste shall be committed in the common area.

(k) No owner shall sell timesharing interests or quarter sharing interest in their condominium unit.

(l) No owner, tenant, or guest shall cause the volume of sound or noise from radios, televisions, stereos, musical instruments or other sound making services or equipment to be heard outside the unit between the hours of 11:00 PM and 7:00 AM from Sunday evening through Friday morning and between the hours of 1:00 AM to 7:00 AM from Friday evening through Sunday morning. At no time will such sound be permitted to exceed levels so that it becomes a public nuisance.

In the use of the units and common area of the condominium, owners should obey and abide by all valid laws, ordinances, and zoning and other government regulations affecting the same and all applicable rules adopted by the Board. The common area shall be used only for the furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of units.

SPEED LIMIT IN THE COMPLEX IS POSTED AT 15 MPH

Anyone notified of speeding more than once shall be requested to appear before the Board of Directors.

1.00

PARKING

Parking Reserve for Each Unit

Each unit has two assigned parking spaces: one inside the unit garage, the second in the driveway directly in front of the unit garage. Units having more than two vehicles must park in the overflow parking under the power lines or need to obtain offsite parking for additional vehicles. All vehicles must be registered with the association. Vehicle registration forms can be found on our website or requested from management.

1.01

Vehicles blocking legitimately parked cars, driveways, fire zones, or access to the

dumpsters, may be towed at the owner's expense. No overnight parking in the roadway, circles or courts is allowed. Illegally parked vehicles will be towed at the owners' expense without notice.

- 1.02 Residents are requested to park in their garages and/or driveway. This will afford space for guest parking. Residents must educate their guests as to the parking rules.
- 1.03 No recreational vehicles (RV's), including but not limited to motor homes, travel trailers, boats, trail bikes, ATV's, snowmobiles, and oversize trucks shall be parked or stored outside the unit without written consent from the Board of Directors
- 1.04 **Parking in Common Areas**
Parking in the circles or courts will be permitted only on the side of the roadway closest to the units.
- 1.05 People parking in the roadways must leave room for other vehicles to pass. This is intended to allow other residents and emergency vehicles to have unrestricted travel on the roadways, and to provide maneuvering room to enter and back out from unit driveways.
- 1.06 **Short term parking** will be allowed in the cluster roadways (the circles or courts) and on Hyacinth Drive between the hours of 6am to 12 midnight. No short term parking will be allowed between the hours of 12 midnight to 6am. Vehicle(s) left in a cluster or roadway between the hours of 12 midnight to 6am are subject to fines and or towing at the owners expense.
- 1.07 At no time will vehicles be parked so as to obstruct access to the dumpster or the community building walkway.
- 1.08 Units having long driveways may park additional vehicles (i.e. more than one) overnight in the unit's driveway, providing all vehicles are entirely in the driveway and **do not extend** into the roadway.
- 1.09 **Community Building & Yvonne Court Parking Lots**
The row of parking spaces closest to the Community Building are reserved for visitors, guests, and people using the community building and the recreational facilities. The row of parking spaces closet to the roadway (Hyacinth Drive) and the spaces in Yvonne Court may be used for occasional overnight parking for residents' vehicles, on a "first come first served" basis. Residents whose vehicles are parked overnight in the Community Building and Yvonne Court parking lots are subject to fines and / or having them towed after three consecutive nights or four nights in a week. Owner and guest vehicle(s) not registered with the association are subject to towing.
- 1.10 **Winter Parking Statement of Intent**
This policy defines wintertime parking from November 1 through April 1 of each

year. The rules are to provide maximum convenience for residents without obstructing emergency vehicles, winter maintenance work or other residents.

- 1.11 So that the community building parking lot is kept sufficiently clear for the contractor to plow, residents are requested to leave cars parked overnight in Unit driveways when snow is expected. After the contractor has cleared the community building parking lot and the cluster roadways, residents may move cars to the cleared area.
- 1.12 When the contractor is clearing your circle or court of snow, all owners need to clear their vehicle(s) of snow in an un-cleared area and then move their vehicle(s) to a cleared area. If a parked car is not moved and prevents the contractor from clearing the driveway, the unit owner is then responsible for clearing snow from the driveway.
- 1.13 **Winter Parking Enforcement**
Vehicles improperly parked or obstructing snow removal from the roadways is subject to being towed at the owner's expense. The contractor may plow around improperly parked vehicles, blocking them in. Additionally, the owner is responsible for clearing snow left around a vehicle in the roadway or for the cost of a contractor call back to finish work after a storm.
- 1.14 **Recreational Vehicle Parking**
STATEMENT OF INTENT: The intent of this policy is to define conditions under which the Board of Directors will approve parking RVs on the condominium property. This policy is made in accordance with by-laws; article V, paragraph 7, Restrictions On the Use of Units' that include the following:
- 1.15 (I) No recreational vehicle, including but not limited to boats, travel trailers, trail bikes, ATV's, and snowmobiles shall be parked outside a unit without written consent from the Board of Directors.
- 1.16 With the Board of Directors approval, recreational vehicles may be parked either in the community-building parking lot or in the unit driveway. Permission is not needed to park in the overflow parking under the power lines.
- 1.17 After receiving a written request from an owner or resident, the Board shall take action at the next monthly meeting. Upon written request, the Board may approve occasional short term parking of RVs or boats, either on designated common parking areas or on that limited common parking area. Such permission shall be given for a period **not to exceed 5 consecutive days.**
- 1.18 RVs parked in the Community Building parking lot shall be located so as not to interfere with movement of other vehicles. RVs parked in a unit's driveway shall be located so as not to interfere with access to neighboring units' driveways or their privacy.
- 1.19 Recreational vehicles shall not be connected to common utilities (Electric, water,

or sewer).

1.20 Parked recreational vehicles shall not be used for sleeping.

1.21 Off season storage or winter parking of RVs and /or boats on the Condominium property will be permitted in the overflow parking lot under the power lines behind Yvonne Court.

2.00 **PARKING ENFORCEMENT**

2.01 **TOWING:** Vehicles parked in restricted areas and vehicles parked overnight in the roadways, courts or circles may be subject to fines and or towed at the owner's expense.

2.02 **COMPLAINTS:** Complaints about parking violations are to be directed to the manager and must be done on the record, for action to be taken. The complaint must include specific information about the violation: date, time, location, vehicle license plate number and vehicle description.

3.00 **MOTOR VEHICLE REPAIR**

3.01 **MINOR REPAIRS:** Residents may perform minor vehicle repairs on the property. "Minor repairs" are defined as those vehicle services and repairs that are both completed and which return the vehicle to operable and roadworthy condition within **8** hours.

3.02 **Fluid Changes & Lubricating** must be done inside the unit garage. Under no circumstances will motor oil be changed with a vehicle parked on the paved roadways or driveways.

3.03 **Waste Materials** (tires, batteries, oil, antifreeze, etc.) resulting from vehicle repairs or servicing must be properly disposed of, **off the property.** (Use the city recycling facility on Old Turnpike Road.)
Under no circumstances will vehicle wastes be placed in the dumpsters.

3.04 **State Unregistered Vehicles** or vehicles not in operating condition **must** be parked in the unit garage. Permission may be obtained from manager to park unregistered or non-operating vehicles in the overflow parking area under the power lines. Unregistered or non-operating vehicles without permission/approval are subject to being towed at the owner's expense without notice.

4.00 **BICYCLES, SKATEBOARDS, SCOOTERS, WAGONS AND OTHER WHEELED CHILDREN TOYS / VEHICLES:**

4.01 All wheeled toys or vehicles must be ridden on paved surfaces only; wheeled riding toys are not permitted on the lawn areas anywhere in the complex.

- 4.02 If a resident sees a person riding on a lawn area, it should be reported to the manager so that action can be taken. Any person(s) responsible for damaging lawn areas or other maintained areas will be held responsible for the cost associated with the repairs, if a minor is involved the cost would be applied to the applicable unit owner.
- 5.00 **COMMUNITY BUILDING RULES:**
- 5.01 The Community Building is for your pleasure and enjoyment. Please cooperate in keeping the facilities in their present condition and be considerate of other residents by cleaning up after you use the facilities.
- 5.02 **Operation:** Community Building hours shall be posted. Hours are set by the Board of Directors and may be revised from time to time. The Community Building is open from 6am to 8pm daily, with summer hours; Memorial Day – Labor Day from 6am to 9:30pm.
- 5.03 **Use of All Facilities** at McKenna's Purchase is limited to residents and their accompanied guest(s). The Community Building and pool are available for residents to use for functions involving non-residents, with prior approval from the manager. (See **GROUP FUNCTION** policy)
- 5.04 **Guest(s):** Each unit is limited to four (4) guests per unit, using the facilities at any one time, unless specific permission is obtained from the manager. The unit owner must accompany all guests at all times. Unit owners are responsible for their guests' conduct and for damages caused by their guests.
- 5.05 **Identification Required** To limit unauthorized use of common facilities, residents using the facilities must be prepared to present proof of residency at McKenna's Purchase. Any person using the facilities is to identify himself / herself upon demand, to the Association's manager, or unit owners.
- 5.06 **Persons Under 18 Years of Age** are not allowed in the Community Building unless accompanied by an adult resident. An exception will be made for certain planned activities approved in advance by the Board of Directors. Children under the age of 18 shall use the pool only when accompanied by an adult resident.
- 5.07 **Appropriate Behavior Required:** The manager or director has the right to ask anyone whose behavior is not acceptable to leave the premises. Such person also may forfeit use of the Community Building facilities. Unit owners are responsible for the conduct of their guests and shall be responsible for paying for damages to the Community Building facilities caused by them.
- 6.00 **COMMUNITY BUILDING GROUP FUNCTIONS POLICY:**
With the approval of the manager and/or Board and execution of the MPUOA Release and Hold Harmless Agreement, the Community Building facilities are available for residents use for group functions with a maximum time limit of two

(2) hours.

- 6.01 Upon written request from a resident, the manager may approve use of the Community Building facilities for a group function, which is felt to be consistent with residential and personal use of the amenities by McKenna's Purchase unit owners and their guests.
- 6.02 Request to use the Community Building should be made at least 10 days before the date of the function, on a first come first served basis. A Hold Harmless Agreement needs to be signed by the unit owner.
- 6.03 Request to use the Community Building can be made in writing, or via email, and shall state the nature of the event, the number **and age(s)** of children, and adults expected along with the date and time of the event. Group functions are not allowed on Holiday's.
- 6.04 Other unit residents shall be allowed to use the pool during group functions.
- 6.05 Rules regarding the use of the Community Building and pool remain in effect during group functions. It is specifically noted that food and glass beverage containers are not permitted in the pool area.
- 6.06 The unit owner using the Community Building for a group function shall be responsible for ensuring their guest(s) use the facilities in a reasonable and safe manner and shall also assume responsibility for damage and cleanup.
- 6.07 **Food and glass containers are not allowed in the pool area**
- 6.08 Management has the right to ask anyone whose behavior is not acceptable to leave the premises. Such person also may forfeit use of the Community Building facilities. Owners are responsible for paying for any damage to the Community Building facilities caused by them or their guest(s).
- 6.09 Pool rules, tennis and pickle ball court rules apply.
- 7.00 **POOL RULES**
- 7.01 **POOL HOURS: 6AM TO 8PM – SUMMER POOL HOURS; MEMORIAL DAY – LABOR DAY FROM 6AM TO 9:30PM - The pool area and meeting room are monitored by a security camera.**
- 7.02 Hours are set by the Board of Directors and may be revised from time to time. The management may at any time close the pool for maintenance and other reasons deemed necessary.
- 7.03 The pool is closed to all persons having sores, wearing bandages, or who are ill.

- 7.04 **Children:** While using the pool, children, under 18 years of age must be accompanied by an adult resident.
- 7.05 **Guests:** Limit of four (4) guests per unit, unless specific permission is obtained from the manager. The unit owner must accompany all guests, children and adults. Pool parties may be scheduled with the manager and the pool shall remain open to other residents during such events.
- 7.06 **Swimwear:** Appropriate swimwear shall be worn. Cutoffs, walking shorts, jeans, sweatshirts, or clothing other than regular swimming apparel **may not** be worn in the pool. Children not fully potty trained must wear “swimmies” along with a secondary tight fitting waterproof barrier.
- 7.07 **Flotation Devices:** Flotation devices, except swimming aids worn by children, noodles and kick boards used for lap swimmers, are not allowed.
- 7.08 **Running & Horse-Play** are prohibited. Persons not observing this rule must take full responsibility for any injury or damage there from and will forfeit their rights to use the pool. **“NO DIVING ALLOWED”**
- 7.09 **Music with Radios / Cell Phones:** Portable radios, cell phones and TVs are permitted so long as no other persons are in the pool area. (Portable means battery operated only).
- 7.10 **Food & Beverages:** No food is allowed in the pool area. All beverages must be in paper or plastic containers. **GLASS CONTAINERS ARE STRICTLY PROHIBITED.**
- 7.11 **No Smoking:** Smoking is prohibited in the community building.
- 7.12 **Pets:** Pets are prohibited in the community building. Certified service dogs are permitted in the building but not in the pool.
- 8.00 **OUTDOOR RECREATION FACILITIES**
These rules apply to the tennis and pickle ball court
- 8.01 Use of the recreational facilities is limited to residents of McKenna’s Purchase and accompanied guests.
- 8.02 Please keep the play area clean, remove personal belongings, and pick up your trash.
- 8.03 Appropriate footwear (tennis shoes or sneakers) is required on the court.
- 8.04 The court is to be used only for tennis and pickle ball. Skateboards, roller-skates, roller blades, or any other sporting activities are not permitted on the court.
- 8.05 Animals are not allowed on the court.

- 8.06 Yield to waiting players after one hour of play.
- 8.07 Please be courteous and refrain from shouting.
- 8.08 Outdoor recreational facilities (tennis and pickle ball court) are closed when the condominium's streetlights are on.

9.00 **PET RULES**

- 9.01 **Maximum Number & Weight:** No condominium unit may have more than two (2) pets (dogs & cats combined) residing in a unit. Dogs shall not weigh more than seventy-five pounds full-grown. A statement of the weight of the breed of the dog from a veterinarian shall be submitted to the manager from their owner to be placed on file. The unit owner shall submit a statement from their insurance agent stating that the dog is covered under their current homeowner's policy. All dogs must be registered with the association.

9.02 **Breed of Dogs Not Allowed:**

Includes any of the following breeds of dogs (pure bred or mixed breed).

Pit bull	Doberman pinscher	Rottweiler
German shepherd	Boxer	Wolf/Wolf Hybrid
Dalmatians	Great Dane	Saint Bernard
Akita	Alaskan malamute	Chow
Husky	Other large or aggressive breeds.	

Certified Seeing Eye dogs and or hearing dogs for the impaired are exempt from the maximum weight allowed or the breed not allowed.

- 9.03 **Control By The Owner:** All pets (dogs & cats) shall be kept inside the unit at all times except when on a leash, accompanied by, and under the control of the unit owner or resident. All loose animals will be turned over to the police/SPCA.
- 9.04 **Unit Owners / Residents Shall Not Tether Animals Outside At Any Time Or Leave Them Unattended On The Common Ground.**
- 9.05 **Pet Dropping:** Any unit owner and or resident shall immediately remove their pet droppings from all areas. Failure to comply will result in a fine.
- 9.06 **Visiting/Guests Pets:** Visiting pets, i.e., pets temporarily staying in a unit are subject to the same restrictions as resident pets unless written authorization for a variance is received from the board of directors.
- 9.07 **Fine(s):** A fine of \$ 50.00 will be imposed against any unit owner / resident for a first time violation of the pet rules. The second and all other pet violations will be \$ 100.00 per occurrence.

10.00 **POLICY ON LATE PAYMENT OF FEES**

- 10.01 **General:** All fees are due on the first of each month, with a grace period of 10 days; late fees are automatically applied after the 10th of each month. When a late fee is assessed against a unit as provided within this policy, the fee for the first month shall be \$ 10.00. Late fee amounts shall double; \$ 10.00 for the first month \$ 20.00 for two months outstanding etc... for all fees that remains unpaid. When assessed, late fees shall be payable beginning for the first month in which fees were not paid on time. The Board of Directors retain discretionary judgment relative to the assessment of late fees.
- 10.02 **At 10 Days Past Due,** a friendly reminder letter requesting immediate payment shall be mailed by first class mail by the manager to the owner of any unit when the account is **10 days past due.** Late fees shall be assessed, at the discretion of the Board of Directors, for accounts less than 30 days in arrears.
- 10.03 **At 45 Days Past Due,** a firmly worded letter shall be mailed by first class mail by the manager to owner of any unit when the account is either 45 days past due or when two months' maintenance fee is due. The letter shall state that the unit owner is delinquent in paying their share of the Association's common expenses, and it shall remind the owner that the Board of Directors has the authority both to assess late payment fees and to place a lien on the unit for collection of unpaid fees.
- 10.04 **At 75 Days Past Due,** a certified mail letter, return receipt requested, shall be mailed by the Manager to the owner of any unit when the account is either 75 days past due or when 3 months' maintenance fees are due. The letter shall state that several other letters were sent and that the owner is now severely delinquent in paying their share of the Association's common expenses. The letter shall also state that the Association will place a lien against the unit for collection of all unpaid fees when the account reaches 90 days past due. Late fees shall be assessed at this time. The cost of collection shall be assessed against the unit and shall be included in the lien.
- 10.05 **At 90 Days Past Due,** a lien shall be placed on the unit when the account is 90 days in arrears. The lien shall include all overdue amounts, late payments fees and collection costs.
- 10.06 **Late Fee(s),** When a late payment fee is assessed against a unit as provided within this policy, the fee each month shall be equal to \$10.00 multiplied by the number of outstanding fees, including both monthly maintenance fees and assessments. Late fees shall be cumulative. When assessed, late fees shall be payable beginning for the first month in which fees were not paid on time.
- 10.07 **Non-Sufficient Fund Check:** The management will not accept a personal check on behalf of McKenna's Purchase Unit Owners Association for payment of monthly condo fees from a unit owner after receiving two returned checks for non-sufficient funds from their account within one year. Only money orders or bank checks will be accepted.

A \$25.00 FEE WILL BE CHARGED FOR CHECKS RETURNED BY YOUR BANK. PLUS LATE CHARGES

11.00 **EXTERIOR CHANGES TO UNITS:**

11.01 **Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the Board of Directors.** 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 change a building or improvements thereon except as provided in the declaration or these by-laws. Failure to obtain Director Approval prior to installation may result in fines.

12.00 **DECK EXPANSION:**

STATEMENT OF INTENT OF THIS POLICY

FOUNDATIONS, SUPPORTS: The existing concrete slab may be used as a footing for an additional deck support column. This policy applies only to units, which have rear decks built by the developer measuring 6 feet by 12 feet. This policy also defines the conditions under which individual unit owners will be permitted to enlarge the rear deck that was built by the developer. This is to permit individual decks to be enlarged without either adversely impacting the overall exterior appearance and architectural design of the property or the sense of privacy between adjacent units. Modified decks are intended to be built in the same style and with material of the same quality and finish as the decks that have been replaced by the association.

12.01 Permission will be given to unit owners requesting approval from the Board of Directors for enlarging the “rear deck” only for a condominium unit, providing the expansion meets the following conditions. This applies only to units 1 to 64, with the exception of unit 12.

12.02 **Permit Time To Complete:** The unit owner shall obtain written permission from the Board of Directors prior to beginning construction. The Board of Directors will consider the request at its next regular meeting, or via email. The request shall state the size of the intended expansion shall specify the anticipated date on which construction is to begin and shall state who is to do the work and a sketch showing the proposed expansion in relation to the existing deck. Deck expansions may be built either by the owner or by the owner’s contractor and shall be completed within two weeks of the start of construction. When the work remains incomplete after the specified time for completion, the Board of Directors may order the work to be completed by others at the expense of the unit owner.

12.03 **Size of Addition:** The rear decks as built by the developer typically measure 6 feet in depth and 12 feet wide. The original deck width shall not be

increased. The original depth may be extended to either of the following limits,
(a) To the end of the privacy wall between the unit and immediately adjacent unit,
or (b) To the edge of the concrete slab supporting the steps from the deck to the ground.

- 12.04 **Additional Columns:** Shall be placed on the 12-inch diameter concrete footings set 40 inches or more into the ground.
- 12.05 **Framing:** The expanded deck area shall be framed as the original and shall include a double 2x8 box perimeter frame and 2x8 joist supports by metal joist hangers off the existing box.
- 12.06 **Lumber/Decking:** All lumber shall be 0.40 CCA rated pressure treated lumber. Number 2 stocks or better shall be used for framing and VERANDA by Fiberon* Stone Gray shall be used for all decking.
- 12.07 **Railings, Spindles and End Post:** New railings shall match the original railing design and shall be made of two 2x4 studs. Spindles shall be 2x2 stock with clear spacing between spindles of not more than 4 inches in accordance with State Code. End posts shall be 4x4 stock.
- 12.08 **Steps:** The location of the original steps as built by the developer shall not be moved.
- 12.09 **Finish:** Exposed wooden surfaces must be stained to match the VERANDA by Fiberon* Stone Gray with Deckscapes stain with a custom color match currently provided by Sherwin-Williams.
- 12.10 **Deck Enclosures:** No windows, screening, roofs, or other permanent enclosures will be approved (this applies to all units). Awnings are allowed with Board approval and MPUOA's requirements must be followed, written awning requirements are available upon request through management.
- 12.11 **Limitation On Structures Within Utility Easements:**
Permanent structures cannot be built within utility easements granted to Unitil and Eversource. As shown on the site plan, it appears that utility easements preclude extension of the rear deck on Unit 12.
- 13.00 **DOOR REPLACEMENT; Garage, Front, Deck and Patio**
- 13.01 **Doors:** Each owner is responsible for replacement of the doors on their units. A written proposal/quote needs to be submitted to the Directors for their approval prior to installation.
- 13.02 **Garage Doors:** need to be similar to the original installed doors; vinyl is an acceptable replacement for the originally installed wooden doors. All doors must be painted to match the original color, the association will provide the paint and the owner is responsible to provide the labor.

- 13.03 **Front Doors:** need to be replaced with a similar looking door, style and color to match the original door.
- 13.04 **Storm Doors: “Full View”** aluminum frame combination storm doors with a white finish may be installed by the unit owner. Owners installing storm doors are requested to install an approved door which matches the appearance of storm doors already installed on neighboring units
- 13.05 **Deck Doors:** both French and slider doors can be replaced with either as the developers installed a combination of both at the time of construction. The exterior look should be similar to the original construction. No grates, decorative slats or window tint is allowed.
- 14.00 **MAINTENANCE OF DECKS, PORCHES & GARAGE DOORS:**
Each owner shall be responsible for performing the normal maintenance of any limited common area which is appurtenant to his unit, including keeping it in a clean and sanitary condition. If any deck, porch or garage door is not maintained by the owner – the Association reserves the right to have the deck, porch or garage door cleaned or stained as needed and will charge the owner of the unit for normal maintenance.
- 15.00 **WINDOW AND SKYLIGHT REPLACEMENTS:**
Each owner is responsible for replacement of the windows and skylights on their units. A written proposal/quote needs to be submitted to the Directors for their review and approval prior to installation.
- 15.01 **Window Replacement:** Vinyl window replacements are allowed to replace the wood frames. New construction full replacements windows are permitted. The exterior look should be similar to the original window. No grates, decorative slats or glass tinting allowed.
- 15.02 **Skylight Replacement:** The replacement skylight approved is a Velux, 20 year glass, 10 year hail warrantied unit.
- 16.00 **DE-ICING CABLES FOR ROOF AND GUTTERS:**
(Existing only – no new installations are allowed)
- 16.01 **Operation:** Power to de-icing cables shall be switched off by the unit owner except when there is ice build-up on the roof.
- 16.02 **Maintenance, Owner’s Responsibility:** Owners shall be responsible for maintenance of de-icing cables and for damage to the common areas resulting from installation and operation of de-icing cables. The Association reserves the right to remove de-icing cables, in order to make roof repairs. The Association may remove improperly installed or maintained cables at the owner’s expense. The unit owner assumes the risk of inadvertent damage to the cables during

common area maintenance, including removing snow and ice from the roof.

17.00 **FOR SALE SIGNS:**

17.01 **Board Approval Required:** The Board may allow the posting of a single “For Sale” sign from within the unit, upon **written request** from the owner of a unit being offered for resale. Board approvals may be given for a period of 90 days, and are renewable.

17.02 **Sign Requirements:** Approved “For Sale” signs shall be a maximum size of 11 x 14 inches and shall be posted in the unit’s front entry door, either in the sidelight (i.e. the window beside the door) or in the lower corner of the storm door.

18.00 **FLAG POLE RULES:**

18.01 **Flag Rule:** A US flag or the NH state flag, not to exceed 3 ft by 5 ft, may be flown at any time from a 6 ft pole inserted into a flag pole bracket mounted on the wood trim directly adjacent to the front porch. Any other location must be approved by the Board of Directors in writing in advance. Existing mounts on the garage trim are grandfathered in. Official military and holiday flags, subject to the above size and location requirements, may be flown on the appropriate federal holiday, e.g., Veterans’ Day, Memorial Day, Thanksgiving, and Christmas. US flags to be flown in compliance with Title 4 of the United States Code.

19.00 **MOTION DETECTOR LIGHTS:**

19.01 **Rear Light Fixture:** Unit owners may replace the installed light fixture on the **REAR** deck with a motion detector light. No exposed wiring or electrical conduit shall be attached to the building when motion detector lights are installed.

19.02 **Front Light Fixtures:** Installed lighting fixtures on the front of the units **shall not** be replaced or modified without written approval of the Board of Directors. A motion detector sensor may be connected to the original lighting fixture, or the original fixture may be modified to accept a motion detector, providing the additional hardware does not change the appearance of either the light fixture or the unit.

20.00 **SECURITY SYSTEMS:**

20.01 **Inside A Unit:** Owners may install security systems which are wholly contained inside the unit and which do not have visible hardware attached to the exterior of the building. Doorbell cameras like “ring” are allowed to replace existing doorbells.

20.02 **Other Rules To Be Followed:** Security systems, including but not limited to intercoms, alarms, and surveillance equipment installed by the unit owner/resident for protection of a unit, must conform to the Association rules and bylaws. The unit owner/resident cannot attach wiring (or conduit) which is visible on the

outside of the unit. Sound producing devices (alarms) which can be heard from outside a unit are also NOT ALLOWED by the condominium documents.

21.00 **GAS GRILLS, CHARCOAL GRILLS, SMOKERS & PATIO TORCHES**

21.01 **Use of Gas Grills:** According to information from the Concord Fire Prevention Officer, outdoor cooking appliances (gas grills) should be used only where there is no overhang, combustible material and only where there is a side clearance of at least 3 to 4 feet. Therefore, **grills may not be used either on a unit's deck, or inside a unit's garage.** Grills must also be moved at least 10 feet away from a building while in use. A fine will be imposed to all violators.

21.02 **Patio Torches, Charcoal Grills and Smokers** are not allowed.

22.00 **VENTLESS GAS FIRE PLACES:**

Gas fireplaces that do not need to be vented outside the building are **not allowed**

23.00 **SATELLITE DISHES:**

The Federal Government has passed a law that prohibits condominium associations from denying approval of installation of satellite dishes on condos. McKenna's Purchase guidelines for dish installation are as follows:

23.01 **Size:** Dishes of up to 18 inches may be installed on rear decks only. Dishes must be installed on the railing of the rear deck. Dishes **may not** be installed on front porches, or the privacy wall, or the wall of building, or on the roofs.

23.02 **Federal Guidelines:** Federal guidelines allow dishes to be installed in attics. The Association will not be responsible for any damages to a unit which may result from installing a satellite dish in the attic space.

23.03 **Liability Insurance:** If owners/residents elect to install a dish in the attic, they must notify the Board of Directors in writing, identify the installer and the installer must provide proof of liability insurance to the Manager before commencing work.

24.00 **CONSTRUCTION EQUIPMENT:** No unit owner, resident or guest may bring construction equipment onto the property without the written permission of the Board of Directors. Only contractors who have been hired by the Association and are fully insured and bonded and submit a certificate of liability insurance may bring construction equipment onto the property.

25.00 **LANDSCAPING IMPROVEMENTS BY OWNERS AND RESIDENTS:**

25.01 **Planting Requiring Board Approval:** The permission of the Board of Directors must be obtained before owners/residents will be allowed to **remove** grass, shrubs, and/or trees, or to expand existing planting pockets, to plant trees (in any area) or to plant flowers and or shrubs in existing lawn areas. The Board of Directors has given the manager the authorization to make decisions regarding when/if a plant

can/should be removed.

- 25.02 **Owners Expense:** Approved new or expanded landscaped areas will be built and maintained at the expense of the individual unit owner.
- 25.03 **Planting Without Permission:** Unit Owners/Residents may plant small shrubs, annual or perennial plants at their own expense in the following areas **without** special permission.
(A) In landscaped, mulched planting pockets in front of a unit.
(B) Behind units between the building and the end of the privacy walls.
(C) Along the side foundation walls of end units.
(D) In any rough or non-maintained area (areas beyond lawns).
(F) Vegetable plants may be grown in rough areas or in containers and in the Eversource power line easement.
- 25.04 **Wooden Ground Stakes:** Are not allowed, unless installed by the Winter Contractor. **Ecostake Fiberglass Garden Stakes 3' with Flagging Tape:** Is allowed when new grass seed and loam has been applied to a common grassed area.
- 25.05 **Patios:** As provided by other policies and in the Bylaws, Board approval is also required before constructing patios (using bricks, flagstone, concrete pavers, or similar material) in common areas, or for extending an existing individual unit's rear deck.
- 25.06 **Wildlife:** Bird feeders with the exception of humming bird feeders are allowed from December 1, to March 15 or as NH Fish and Game recommend. No feeding of other wildlife is allowed. Owners/Residents are responsible to make sure no pet food or other food source(s) are left out in the open.
- 26.00 **UNIT OWNERS' ISSUES:**
- 26.01 **Board Policy:** It is the Board of Directors' policy to consider and to take appropriate action on issues presented in writing. Telephone/e-mail complaints to management will be brought to the board, whenever maintenance or safety issues are involved; complaints concerning other issues will be addressed by the manager and may be logged and filed without action.
- 26.02 **Concerns:** Any concern shall be submitted in writing or email and received ten (10) days, before a Board of Directors meeting in order to be considered. No personal accountings or grievances will be considered. Matters requiring action by the Board will be taken up during new business. Routine problems will be handled by the Manager. Observers are welcome at meetings of the Board of Directors but may not speak during the proceedings.
- 26.03 **Complaints:** Complaints of violations of the rules and/or by-laws must be submitted to the Manager in writing or email for any action to be taken. Complaints will be taken by telephone if it is a matter of vandalism or destruction

of common property. The complaint should state date, time, unit number, and violation.

- 26.04 **Action by the Board:** The Board of Directors will take such action as it deems appropriate. The board may write a personal response to a unit owner's letter, or the Board may report on action taken, through the minutes of the Board's meetings, when action may be of general interest to other residents and owners. When the Board's discussion and/or action are documented in the minutes, a personal response will not be sent to the unit owner.
- 27.00 **FINES FOR THE VIOLATION OF THE ASSOCIATIONS COMMON AREA PROPERTY: [THE RULES AND BY-LAWS]:**
Unauthorized alteration of the common property, including the misuse of the land under the power lines behind Yvonne Court, shall result in a fine of up to \$ 100.00 per occurrence plus the cost of returning the common area to its original state at the discretion of the Board of Directors.
- 27.01 **Fines For Violations Of The Rules And / Or By-Laws:**
Any resident who repeatedly violates the rules or the by-laws shall be fined.
First offence: will be a written notice of the violation.
Second violation shall result in a fine of **fifty (\$50.00) dollars.**
Any **further violation** will automatically result in a fine of **one hundred (\$100.00) dollars per occurrence against the unit owners.**
- 28.00 **MEETING NOTIFICATION:** The Board of Directors will post the date and time of all Board of Directors meetings, open or closed, on the community bulletin board no less than 48 hours in advance of each meeting. Meetings will not be held electronically or by phone unless available to all Unit Owners who would want to participate. The notice will state if the meeting is open or closed to Unit Owners. If closed, the notice will state the appropriate reason for closing it. Should committees be formed by the Board, all committee meetings will also be posted and open to Unit Owners.
- 28.01 **Meeting Open Time:** Prior to the start of the normal monthly Board of Director's meeting, a 15 minute open question and answer period will be held for all unit owners.
- 29.00 **VACANT UNITS:** Residents shall give the manager the name and telephone number of the contact person(s) checking a unit when the owner is out of the area for more than 7 days. This can be done via email, phone or a note dropped off at the condo fee box. The unit shall be checked at least twice a week in the winter months. Association winter maintenance problems must be reported immediately to the management for inspection.
- 30.00 **LEASED & SUBLET UNITS:** All leases, sublet leases and rental agreements must be in writing. Unit Owners must submit a copy of their lease, sublet lease or rental agreement to the manager for approval prior to execution. This can be done via email or dropped off at the condo fee box. Minimum lease term is six (6)

months; maximum lease term is twelve (12) months.

- 30.01 All leases, sublet leases and rental agreements must have these rules and regulations incorporated as an attachment as well as reference the Condominium Declaration and Bylaws and require the lessee(s) comply with all of the Association's governing documents.
- 30.02 Contact and vehicle(s) information for all occupant(s) within the unit must be supplied to the Association.
- 30.03 Association Owner occupancy ratio must be at least 80 percent.
- 30.04 Unit owners are responsible for the actions of their tenant(s) and guest(s), and if fine(s) are imposed the unit owner is held responsible for payment.
- 31.00 **HOLIDAY & SEASONAL DECORATIONS:** Are allowed to be put up no sooner than four (4) weeks prior to the holiday. Examples of decorations allowed are seasonal decorations such as front door wreaths, flowers, decorative cutouts, front door wrappings, ribbons, bows, kissing balls, garland, trees, deer, snowmen etc... can be placed on front porches or rear decks. Seasonal decorations; winter, spring, summer and fall not specific to any holiday are allowed during the applicable season.
- 31.01 Lights can be placed on front porches, unit entrances, bushes or trees directly in front of a unit - provided no cords or strings are in the way of shoveling or could be a tripping hazard.
- 31.02 **Fireworks:** No fireworks of any kind are allowed on the property.
- 31.03 **DIWALI;** also known as The Festival of Lights which is a four to six day holiday in autumn can be celebrated by members with electric lights according to the above stated light restrictions. No candles or burning materials can be placed or used on or near limited common area or common area within the association.
- 31.04 Any damage done to the building or surrounding areas from hanging decorations can be charged back to the individual unit owner.
- 31.05 Christmas trees need to be brought to each circle or court dumpster area for pick up on or before January 10th. They must be placed to the side or back of dumpster so as not to obstruct trash removal operations.
- 31.06 Holiday decorations need to be removed no later than twenty days (20 days) from the date of the applicable holiday – failure to remove exterior decorations will result in a minimum \$25.00 fine.
- 31.07 The Board of Directors reserves the right to require any member to remove any decoration that is not acceptable in the opinion of the Board.

32.00 **POLICY ON HANDICAPPED ENTRANCE RAMPS:**

- 32.01 This policy defines conditions under which individual unit owners will be permitted to install a handicapped entrance ramp to gain entrance /egress to / from their homes as recommended by the Association's attorney to comply with the Fair Housing Act and its requirement for "reasonable accommodation."
- 32.02 Handicapped ramps will be allowed in the garage entrance.
- 32.03 Handrails and lifts, if needed, can be incorporated into the garage entrance.
- 32.04 Requests for front door ramps will be reviewed by the Board of Directors on an individual basis. However, the location of walkways and necessary modifications to the common area along with the expense required by a front door installation may be considered unreasonable.
- 32.05 All costs associated with the ramp's installation, maintenance, replacement and removal will be at the individual owner's expense.
- 32.06 The owner(s) will submit a written request along with a properly insured and licensed contractor's bid for the installation of the ADA approved handicapped ramp for the Director's review and approval.

33.00 **POLICY ON PEST CONTROL:**

- 33.01 Owner(s) are responsible for pest control within the perimeters of their unit, the association is responsible for pest control in all common areas.
- 33.02 Infestations that could impact both common and individual units need to be dealt with quickly and in a coordinated manner, association with owner(s).
- 33.03 It's the owner(s) responsibility to report any infestation, pest, rodent etc. immediately to management.
- 33.04 Owner(s) must allow access into their home(s) for any needed pest control services.
- 33.05 The cost for pest control services will normally be a common expense; unless necessitated by the negligence, misuse or neglect of an owner or a person gaining access with said owner's actual or implied consent, in which case the expense can be charged directly to the owner(s).