

CONCORD COMMONS CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
FISHERVILLE ROAD
CONCORD, NEW HAMPSHIRE
FEBRUARY, 2017

Rules & Regulations

As approved by the Board of Directors February 1, 2017

All residents of Concord Commons are required to abide by these Rules effective February 1, 2017.

OCCUPANCY AND USE

1. Additions/Alterations to Exterior of Buildings: Changes affecting the appearance of the exterior of any building, such as any decoration, awning, antenna, sign, sun shade, screen and/or enclosure, or other changes shall be made only after obtaining the prior written consent of the Board of Directors of the Concord Commons Condominium Association. Holiday decorations may be used and must be removed no later than four weeks after the holiday has occurred.
2. Additions/Alterations to the Interior of Buildings: Changes made to the interior of a unit that affect any Common Area or portion of Common Area, including but not limited to central air conditioning, shall be made only after obtaining prior written consent of the Board of Directors of the Concord Commons Homeowner Association. Any alterations or improvements costing over \$1,000.00 must be reported to the Board of Directors.
3. Single air conditioning units are allowed but must be removed by November 1st of each year.
4. Noise: Owners, guests and lessees will be expected to reduce noise levels after 10:00 P.M. so neighbors are not disturbed. At no time are musical instruments, radios, stereos or TVs to be so loud as to become a nuisance.
5. Littering: There will be no littering. Cigarette butts, papers, cans, bottles, and other trash are to be deposited only in appropriate trash or recycling containers, and under no circumstances are such items to be dropped or left on the ground or other Common Areas of the Concord Commons. Large items not fitting the dumpster must be disposed of at the owner's expense and not left beside the dumpsters. To make arrangements to have a large item brought to the dump, residents must contact the Board.

6. **Trash and Recycling:** All owners are responsible for understanding the items which can be recycled and for complying with those rules. Owners and lessees must make best efforts to place recyclables and trash in the proper dumpsters.
7. **Outdoor Equipment:** Bicycles, sporting goods, cooking equipment, lawn furniture, and any other personal articles and equipment cannot be left in the Common Area. Such articles should be stored on the deck or patio area or inside the unit. These items, left unattended will be removed from the Common Areas. Pools will be emptied daily and stored accordingly.
8. **Clothes Lines:** Not clothes, linens or similar materials shall be hung or otherwise left or placed in or on the Common Areas. No such articles shall be placed outside a unit. Drying racks may be used on the unit deck areas but must be removed upon drying and may remain outside for no longer than 24 hours.
9. **Leasing:** Units may be rented, leased or otherwise granted to someone other than the Unit Owner(s) only in its entirety and occupied only by the lessee/renter or other occupant, his family, servants and guests. Under no circumstances may individual rooms or portions of a Unit be rented or sub rented separately. No temporary housing or home sharing, as determined by the Board of Directors, shall be allowed. Any such rentals referenced herein may be for no less than one (1) year without the written permission of the Board of Directors, which permission shall not be unreasonably withheld, the determination of which rests solely with the Board of Directors. Any costs incurred by the Association to enforce this provision, including but not limited to Attorneys' fees, shall be assessed to the Unit Owner.
10. **Maintenance of Common Area:** Improvements, maintenance and landscaping of the Common Area shall be done by the Association or by a unit owner only with the prior written consent of the Association. Without written consent, the association can remove plants and improvements to the landscaping.
11. **Improper Use of Common Area:** All use of the Common Area must be pursuant to the bylaws, declaration or rules or have the prior written approval of the Board of Directors. There shall be no use of the Common Area, which injures or scars the Common Area or the plantings thereon, or increases the maintenance cost of the Common Area or causes unreasonable embarrassment, disturbance or annoyance to the residents of Concord Commons.
12. **Offensive Activities:** No offensive activities shall be carried on in Concord Commons nor shall anything be done or placed within Concord Commons which may be a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other residents or the public.

PETS

1. **Household Pets:** Household pets will be allowed in the units, pursuant to the Declaration and RSA 466:31, only if the owners agree to abide by these rules and any orders of the Board. The unit owners shall be responsible for all pets housed in their units.
2. No pet shall create noise, odor, or be allowed to disturb the other residents.
3. All pets shall be kept inside their units at all times except when restrained (i.e. leashes, etc.) and accompanied by and under the control of the resident.
4. Each owner shall be responsible for the removal any droppings (pet waste) from the Common Areas, walks or paved streets. Failure to do so will result in a fine and the owner will be responsible for the cost of the waste removal.

5. No outside pens, cages, barns, "house" or any type of permanent or temporary installation or shelter for the maintenance or care of pets will be permitted.
6. Should the Board of Directors determine that any pet poses a danger to any individual or the community at large, the Board of Directors may, after notice to the owner in writing and a hearing, withdraw its consent, and order that the pet be removed immediately.

PARKING AND STORAGE OF MOTOR VEHICLES

1. Parking: No parking shall be allowed except in areas designated by the plans, declaration, bylaws and the Board of Directors. Any vehicle that is repeatedly improperly parked may be removed (towed) from the property at the owner's expense. Each owner has two (2) parking spaces per unit.
 - a. Unregistered or inoperative vehicles left in a common parking space will be considered to be abandoned and will be removed from the property with prior written notice.
 - b. Residents are responsible for informing their guest of the proper parking areas.
 - c. All vehicles must be moved to provide for the adequate removal of snow from the property. Failure to move your vehicle may result in towing at your expense.
 - d. No unit owner may make (major) vehicle repairs to vehicles parked in spaces outside the units.
 - e. Each owner will provide the property manager with the make, model, color, year and plate number of each vehicle parked on the premises. Each owner shall keep the property manager up to date in the event of any new purchase or changes.
2. Boats, Trailers or Campers shall not be allowed to park in Concord Commons except for temporary call and in no cases shall said vehicles be left for more than 24 hours. At no time may a boat, trailer or camper impede the flow of normal traffic at Concord Commons.
3. No operation of mini bikes, snowmobiles, all-terrain vehicles or similar vehicles will be allowed within the premises of Concord Commons because of noise nuisance and operating hazard.
4. Speed Limit: The speed limit for all vehicles is 15 mph.
5. Do not cross the driveway with your vehicle to pick up the mail. Stop on the right side of the road in which the direction of the vehicle is headed.

FIRE SAFETY

1. Barbecue Grills: Charcoal grills are not to be used on the decks or close to any building. Gas barbecue grills are permitted no closer than four feet to the building.
2. Chimineas are prohibited on decks and must be at least 15 feet from any building. The device should be at grade level.
3. Fire Pits must be at least 25 feet from any building and should be located such that the predominant wind patterns carry smoke away from the building. The device should be at grade level.
4. Free standing campfire equipment is permitted with inspection and issuance of a seasonal fire permit by the City of Concord Fire Department.
5. Cigarettes are a fire hazard and considered litter. They are to be disposed of properly to avoid fire or accidental ingestion.

6. Each unit must be equipped with automatic fire warning devices in accordance with the NFPA 101 Life Safety Code and the NFPA 72 National Fire Alarm and Signaling Code **and** carbon monoxide detection devices in accordance with the NFPA 720 Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment. The owner of any rental unit shall be responsible for maintaining the automatic fire warning device and carbon monoxide detection device in a suitable condition (RSA 153:10-a).

CHILDREN

1. Under absolutely no circumstances are Children under the age of **nine (9)** allowed to be outside without immediate and continuous adult supervision. A parent or guardian (who must be over the age of **twelve (12)**) is considered to be proper supervision. Failure to properly supervise children will be subject to fines.
2. For the safety of children and per New Hampshire State Law (RSA 265:144), all children under the age of sixteen (16) will **wear helmets** when bicycling, rollerblading, skateboarding and riding scooters on the Concord Commons property.

GENERAL PROVISIONS

1. Guests and Tenants: Owners will be held responsible for the actions of their guests and tenants. If occupancy by guest or tenants creates a nuisance to other owners, the Board shall have the right to request that the guests leave and can process removal of tenants.
2. Consent Revocable: Any consent or approval of the Board given under these Rules shall be revocable at any time.
3. Amendment: These Condominium Rules can be revised in any way at any time by the Board of Directors as conditions warrant, providing that a written communication is sent to each owner advising him/her of the change.

ENFORCEMENT OF RULES AND REGULATIONS

1. All complaints for violations of the rules and regulations, declaration or bylaws are preferred to be in writing and directed to the Board of Directors of the Association and signed by the unit owner and include the address and telephone number of the owner. All complaints should state the time and place the violation occurred and the facts that give rise to the violation, and the unit number or name of the party violating the rule or regulation. Complaints can be deposited in the box marked Concord Commons at the mail building or sent via regular mail to the Association address.
2. Upon receipt of a complaint, the Board shall investigate the complaint and determine whether the complaint is founded or not. If the Board determined that a violation has occurred, the Board shall send notice to the violator describing the rule violated and request the owner cease the prohibited action. This shall constitute a first notice of violation.
3. If the Board of Directors determines that there is a repeated violation of the rules and regulations by a unit owner, the Board shall notify the unit owner in writing of the time and the place of the violation, and the rule or rules violated. The Board shall notify the offender that the matter will be reviewed at the next Board meeting and request the attendance of the owner.

The Board shall, at its next meeting review the violation and request that the offender state any facts in dispute or mitigating circumstances.

4. After reviewing all the facts presented and mitigating factors, the Board of Directors shall render a finding in writing and notify the owner of its decision. The decision shall state the facts found and if warranted, impose a fine, ban the offender from the Common Area, or direct legal action be taken against the owner. All fines shall be considered an assessment against the unit and shall be due and payable within thirty (30) days after the Board's decision.
5. The Fine structure of the Association shall be as follows:
 1. A First offense shall result in a written warning.
 2. After a Second violation the Board of Directors, based on the results of any hearing and the evidence available may impose a maximum fine of \$50.00
 3. Upon any subsequent violation, the Board of Directors, based on the results of any hearing and on the facts available, may impose a maximum fine of \$200.00. Additionally it may take any action it deems necessary to abate the violation.
6. Any notice required by this section shall be deemed given when it is mailed by the Association, via regular mail, to the address of the unit owner accused of any violation.