

# Rules

Effective June 1, 2002

## The Villages at Kessler Farm

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64 - (enr)VILLAGES AT KESSLER FARM CONDOMINIUM ASSOCIATION  
Nashua, NHEvergreen management  
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Bedford n H  
03110

## RULES &amp; REGULATIONS

Effective: 01 June 2002

WHEREAS, Article III, Section 1 of the Villages at Kessler Farm Condominium Association Bylaws grants the Board of Directors all of the power and responsibilities necessary for the administration of the affairs of the condominium, provided that such is not inconsistent with the Declaration and the State of New Hampshire Condominium Statutes, and;

WHEREAS, Article III, Section 1(e) empowers the Board of Directors to promulgate and amend rules concerning the operation and use of the common area provided that copies of the rules shall be furnished to each owner prior to the time when the same shall become effective, and;

**NOW THEREFORE BE IT RESOLVED THAT** these rules and regulations supercede all previous rules, regulations and policy resolutions issued by the Villages at Kessler Farm Condominium Association Board of Directors.

**SECTION A – PURPOSE:**

The degree to which residents respect each other's right to the quiet enjoyment of the community will ultimately shape the quality of life at the Villages at Kessler Farm. These Rules and Regulations are adopted for the benefit of Owners and Residents of the Villages at Kessler Farm. They are intended to contribute to preserving the clean, pleasant and attractive environment and to assuring the peaceful enjoyment of the Villages at Kessler Farm by Owners and Residents. They are also intended to protect and enhance the value of the Owners' property. They are not intended to unduly burden Owners or to unduly restrict the use of the property.

**SECTION B – DEFINITIONS:**

1. "Board" or "Board of Directors": Board of Directors of Villages at Kessler Farm Condominium Association.
2. "Association": All of Villages at Kessler Farm Condominium Association, including the Units, Limited Common Area and Common Area.
3. "Common Area": All areas in the Association beyond the Units.
4. "Limited Common Area": As defined in the Legal Documents.
5. "Unit Owner": The holder of a deed to a Unit.

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6. "Unit": A residential unit with boundaries as defined by the Association Declaration.
7. "Tenant": The person(s) whom the Unit Owner allows to occupy a Unit either by written lease or by Tenant-at-Will.
8. "Guest": A visitor, invited or not invited, who is temporarily on the premises of the Association through a relationship with a Unit Owner or a Tenant.
9. "Management": The Association's Management company as per the contract with the Association through the appropriate Board of Directors.
10. "Legal Documents": The Association's Declaration, Bylaws and Rules and Regulations as amended.
11. "Property": The Association.
12. "Resident": An owner or tenant who occupies a unit at the Association.

**SECTION C – GENERAL RULES:**

1. **Pets:** In accordance with the Bylaws, residents are permitted to have common household pets with the consent of the Board.
  - 1.1. All dogs are to be kept inside their owner's unit at all times unless they are leashed and accompanied by, and under the control of, a responsible individual. All other pets shall not be permitted outside of the units unless they are accompanied by an adult person and carried or leashed.
  - 1.2. No pet is to be tied to the limited common or common areas at any time.
  - 1.3. Any damage caused by a pet to the limited common or common areas shall be repaired by the Association to the Board's satisfaction and the unit owner of the unit in which the pet resides shall be assessed the cost of the repair.
  - 1.4. **Pet Waste:** Owners will be responsible for the immediate removal of any animal waste deposited on the landscaped common areas or limited common areas of the Association.
  - 1.5. **Pet Restraints** No runs, chains, ropes or any other restraining device system is to be attached to the limited common or common areas.
  - 1.6. Pet owners are obligated to ensure that their pet is in compliance at all times with all municipal and state laws or ordinances concerning their particular pet.
  - 1.7. Under no circumstances shall pets or animals of any kind be maintained or kept for commercial purposes.

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1.8. The Board may revoke the permission granted a unit owner or resident to keep a pet if any pet is deemed by the Board to be hazardous or a threat to any resident or guest, or has caused repeated disturbances. In such cases where permission to keep a pet has been revoked by the Board, the pet shall be removed immediately from the Association by the pet owner.

1.9. Enforcement: Failure to abide by the pet rules will, in addition to other enforcement procedures permitted by these rules, result in the following enforcement action:

- First Offense: Written warning letter from the Board to the resident.
- Second Offense: The Board will assess a fine of \$100.00 against the owner of the unit where the dog resides.
- Third Offense: The dog owner, and the unit owner if the dog owner is a tenant, shall be required to come before the Board of Directors to defend their privilege of having a pet.

**2. Business Practices:** No industry, business, trade or profession may be conducted from any unit without prior written approval from the Board of Directors. A home office is permissible, but business deliveries via a business truck are not allowed.

**3. Collection Procedures:**

3.1. Monthly Assessments are due on the first day of the month.

3.2. Monthly Assessments are paid late if not received in the office of the Management Company, deposited in the Association's on-site fee payment box on Glastonbury Drive or postmarked, by the tenth (10<sup>th</sup>) day of the month.

3.3. Each regular monthly assessments, special assessments, fines and other Association charges, if paid after the tenth (10<sup>th</sup>) of the month, and any unpaid balances, will incur a one time late charge of \$20.00.

3.4. Once any unpaid amount is two (2) payments past due, a late letter, sent by regular first class mail, will be sent to the unit owner(s) by the Association's Management Company. Said letter will give the unit owner ten (10) business days from the date of the letter to either pay the outstanding amount in full, set up a payment plan satisfactory to the Management Company or Board of Directors, or dispute in writing why the unit owner(s) believe the outstanding amount is in error.

3.5. Failure to comply with the requirements of the late letter will result in the Board of Directors, or its' duly authorized representative, taking vigorous collection action against any unit owner's account which remains two payments past due. Such collection action may include, but not be limited to the recording of liens without additional notice to the unit owner(s), the filing of a law suit/collection action in a Court of competent jurisdiction, the commencement of foreclosure proceedings as authorized by law, notification to a local credit bureau and/or using a collection agency.

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- 3.6. In addition to the collection policies and procedures outlined herein, the Board of Directors may accelerate all remaining unpaid assessments for the year.
  - 3.7. Any Unit with Association assessment/charges three (3) payments or more past due will have its' amenities privileges suspended and/or its right to use the common area, including, but not limited to, vehicle parking privileges and use of the pool, or any part thereof suspended upon authorization of the Board of Directors.
  - 3.8. Any Unit with Association assessments/charges two payments past due may have their name and unit number published in the Association's newsletter.
  - 3.9. All collection/law suit costs, including reasonable attorneys' fees and costs, will be added to the unit account balance when incurred and will be the responsibility of the unit owner(s) to reimburse the Association for such costs incurred.
  - 3.10. All checks must clear the bank before any action is taken to stop the collection dispute.
  - 3.11. Payments to unit accounts that do not clear the bank will be charged a processing fee equal to the bank fee charged to the Association's bank account.
  - 3.12. All payments are to be made payable to "Villages at Kessler Farm Condominium Association".
- 4. Motor Vehicles & Parking:**
- 4.1. Vehicles must have at all times a current registration and inspection sticker, and must be in drivable condition, except as outlined in this Section 4.
  - 4.2. No snowmobiles, motorcycle, trail bikes, mini bikes, moped, mobile home, motor home, motorized scooter, boat, any kind of trailer, camper, or all terrain vehicle or motorized equipment or similar vehicle shall be parked outside overnight within the Association.
  - 4.3. Parking:
    - 4.3.1. Overnight roadway parking is permitted, except where prohibited by signage. Care is to be used with regards to on-roadway parking so as to always ensure unimpeded access by emergency vehicles.
    - 4.3.2. Parking on Kessler Farm Drive or on Glencliff is prohibited unless a temporary waiver is requested and granted in writing by the Board of Directors or Management.
    - 4.3.3. Parking or driving on non-pavement areas, or walkways, is prohibited.

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**4.4. Repair of Vehicles:**

- 4.4.1. The repairs to vehicles which renders the vehicle non-operative for more than twenty-four (24) hours is prohibited.
- 4.4.2. The changing of vehicle oil is prohibited.
- 4.4.3. The disposal of vehicle fluids or hazardous material must be properly disposed of and may not be dumped onto the Association's property or placed in the trash for normal pick-up.
- 4.5. Repairs to any portion of the Association as a result of vehicle damage or vehicle fluid shall be at the expense of the respective unit owner.
- 4.6. Commercial vehicles having one or more of the following characteristics are not permitted:
  - A. More than two (2) axles.
  - B. More than an 18-foot wheel base.
  - C. Open stake body.
  - D. Exposed rubbish.
  - E. Exposed commercial tools, equipment or trade goods.

The Board of Directors reserves the right to have commercial vehicles removed with all costs and fines charged to the homeowner if the Unit Owner has not obtained permission in writing from the Board to have the commercial vehicle park overnight.

- 4.7. No vehicle shall be operated at a speed in excess of the posted speed limit.
- 4.8. Failure to comply with any motor vehicle and parking rule in this section could result in a fine and/or having the offending vehicle towed at the vehicle owner's expense.

**5. Changes Altering or Affecting the Exterior Appearance:**

- 5.1. No signs, window air conditioning units, antennas, flags (except the American flag as permitted in these rules), wind socks, awnings, outside window coverings, clotheslines, linens, articles of clothing, rugs, sheets, blankets, laundry or personal items of any kind shall be hung from any unit, common or limited common area without the prior permission of the Board.
- 5.2. Unsightly or damaged Window Inserts (or "grills") are the responsibility of the unit owner to repair. Window inserts (or "grills") must be kept in all unit windows, except when performing maintenance functions. If broken, replacement inserts matching the remaining inserts must be installed by the unit owner. If windows and window inserts are not repaired, the Association can repair with all costs assessed to the respective unit.

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- 5.3. Only Board of Directors approved storm/screen doors or windows can be installed.
- 5.4. Storm doors/screens and window screens must be kept in good repair and kept properly installed.
- 5.5. Beetle traps are not permitted on any common area.
- 5.6. Satellite Dish: Satellite dishes are permitted to be installed subject to the rules approved by the Board of Directors and on file with the Management Company. Request a copy of the rules from the Management Company before installing a satellite dish.
- 5.7. Holiday Decorations and/or Ornaments:
  - 5.7.1. Christmas decorations may not be installed prior to the Thanksgiving weekend and must be removed by January 15th. In all other cases, holiday decorations cannot be installed any earlier than 3 weeks prior to the holiday and must be removed within one week after the holiday.
  - 5.7.2. All holiday decorations must be discreet and in good taste. Decorations are limited to: a) Lights on decks, bushes or trees immediately adjacent to the Unit or outlining doors and windows; b) Paper holiday door covers; c) Wreaths (or other garland decoration) on doors and windows or adjacent to doors. The Unit Owner or resident placing decorations assumes responsibility for all risk, loss or damage caused by decoration(s) so placed. No decorations may be attached to the siding or roofs or any other part of the Common Area.
  - 5.7.3. Decorations or ornaments deemed by the Board to be offensive or in poor taste shall be immediately removed upon written request of the Board. The Board shall solely decide questions of taste.
- 5.8. Exterior Painting: Unit owners shall not paint, stain, or otherwise change the color of any exterior portion of their unit or building. Note however that decks and porches are to be sealed as per Section 11.
- 5.9. Cable/Electrical/Telephone Wires: No resident or guest shall allow the installation of wiring for electrical or telephone use, television, cable service, air conditioning units or other machines, equipment or fixtures which protrude through the wall or roof of any building or is otherwise visible on the exterior of a building except as installed by developer or as authorized by the Board.
- 5.10. Detached Unit Walkways: It may be permissible for Aerie section unit owners to change their walkway to either pavers or blacktop upon written approval by the Board of Directors. Pavers must be gray and in the brick shaped style.

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**6. Tenants:** Non-resident owners are required to provide to the Association, the name, home phone number and work phone number of the tenant responsible for maintaining the unit, either by lease or other agreement with the owner.

**7. Noise:** Residents are expected to be respectfully quiet between 10:00 PM and 7:00 AM so that neighbors are not disturbed.

**8. Fireplaces/Wood Storage:**

- 8.1. All units with fireplaces must provide the Management Company annually with inspection certificates for the fireplace and flue by November 1<sup>st</sup>. Failure to do so will result in the Board contracting such services and billing the unit owner who will be obligated to pay any chimney inspection and/or cleaning charges assessed by the Board of Directors. Owners whose unit has been converted to gas must inform the Management Company annually of this fact.
- 8.2. Exemption from Annual Fireplace Inspection: An owner shall be exempt from the annual chimney inspection requirement if the owner presents notice to the Board or Management that the unit fireplace has either been capped or converted to gas. A unit owner must present annually a request for exemption from the annual chimney inspection requirements.
- 8.3. Firewood not exceeding 1/3 cord may be stored on a unit's deck or porch, provided the firewood is, at a minimum, 1 inch off the deck or porch floor and 2 inches from any wall.
- 8.4. Failure to provide the required annual chimney inspection certificate outlined in Section 8.1 will result in a \$100.00 per month fine being assessed against the unit.

**9. Trash Disposal:**

- 9.1. Curbside Trash Collection Procedure: Trash can be set at curbside no earlier than 6:00 PM on the night before the day of trash collection. Empty containers must be removed from the curbside not later than 8:00 PM on the day the trash is collected. Loose trash may not be placed at the curb. The Unit Owner is responsible for picking up any trash or debris left by the trash collection company.
- 9.2. Trash Disposal: If kept outside, trash containers may only be placed/stored under a unit's deck, except as noted in Section 9.1. Household trash collection schedules will be annually communicated to the homeowners.
- 9.3. Littering: To assist in maintaining the aesthetics of the Association, please ensure that no littering is committed on the limited common or common areas.
- 9.4. Hazard Materials: No flammable, combustible, hazardous or explosive substance shall be kept in any unit, beneath any deck, or on a deck. One propane tank for gas grill usage is permitted, subject to the condition that the propane tank is connected to the gas grill.



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- 9.5. Disposal of Large Items (couches, mattresses, hot water heaters, etc.) is the responsibility, and expense, of the unit owner. Leaving such items on the limited common area or the common area is prohibited.
- 9.6. Recycling Bins are to be stored inside the unit.
10. Interior/Exterior Architectural Changes/Modifications: Nothing shall be done in any unit or in, on, or to any of the limited common or common areas that will impair the structural integrity of any unit, building or structure, without the prior written consent of the Board. All requests for improvements, alterations, additions, etc. shall be submitted in writing to the Board of Directors.
11. Decks, Balconies and Porches:
- 11.1. Decks, balconies and porches cannot be used to store items.
- 11.2. Unit Owners are required to seal their deck, balconies and porches with a clear sealant in odd numbered years and to provide a copy of the material receipt or a statement indicating that the deck has been sealed to Management by 01 August of odd numbered years. In the event they are not properly sealed, the Association has the right to do it with all the associated costs being assessed to the respective unit.
12. Weapons/Hunting: Weapons of any type, including B. B. guns and paint guns, as defined by the City of Nashua ordinances or State of New Hampshire laws are prohibited from being used on the common property and are not to be carried outside of an appropriate carrying case. No hunting is allowed on the property.
13. Association Personnel: Unless authorized by the Board of Directors, no owner, tenant or guest shall direct or engage any employee(s) of the Association on any private business, nor shall he or she direct, supervise or in any manner attempt to assert control over any such employee(s) of the Association.
14. Signage/Advertisements: Posting of signs, including but not limited to mail box postings, For Sale and Yard Sale signs, posters, advertisements etc. are not permitted without the prior written consent of the Board of Directors.
15. Plantings:
- 15.1. Unit owners may plant flowers or shrubs in the mulched areas. No other areas may be planted without prior approval of the Board; decorative borders and ornaments are not allowed. Owners remain responsible to maintain any owner installed mulch bed plantings.
- 15.2. Vegetable plants may not be grown on the limited common or the common areas except for in the Association's community garden area.
- 15.3. New or enlarged mulch beds require the prior approval of the Board of Directors.

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**16. Exterior Ornaments:**

- 16.1. Unit owners shall not cause or permit anything to be hung, affixed, attached or displayed on the outside of windows, walls or roofs, except as permitted by these rules.
- 16.2. No more than one decorative wreath and one doorknocker will be permitted on the exterior of doors, provided that they are discrete and in good taste. Such fixtures deemed by the Board to be in poor taste will be immediately removed upon written request of the Board.
- 16.3. Flags: The display of any type of flag or wind sock is prohibited with the exception of the flag of the United States, which may be displayed in an appropriate manner.
- 16.4. Lawn ornaments shall not be kept on limited common or common areas.
- 16.5. Bird Feeders, no more than two (2), are permitted. However, they must be maintained properly, and can be attached only to decks or placed in wooded areas. They cannot be attached to the building structure.
- 16.6. Wind Chimes, not more than one (1) per unit, are permitted.

**17. Storage of Items:**

- 17.1. The storage or placement of personal property on the limited common or common area is not permitted except as allowed by these rules.
- 17.2. Flowerpots (no more than 4) may be placed on a unit's front steps.
- 17.3. If personal articles are covered they must be covered by a properly fitted cover manufactured specifically for covering the item (i.e. tarps or plastic draped over items is not allowed).
- 17.4. Personal articles, (including, but not limited to, equipment, patio furniture, gas grills, personal property, bicycles, wheeled children's riding toys, etc.), may NOT be stored beneath a unit's deck on the common area such as mulched beds and lawns. No flammable, combustible, hazardous or explosive substance shall be kept in any unit, beneath any deck, or on a deck. One propane tank for gas grill usage is permitted, subject to the condition that the propane tank is connected to the gas grill.
- 17.5. Any permitted personal article stored on or beneath a unit's deck cannot extend beyond the boundary of the deck.
- 17.6. Personal articles may not be left on the common area overnight.

**18. Rules for use of the Clubhouse:** Clubhouse use rules are contained in the Clubhouse Usage Agreement. A copy of the Clubhouse Usage Agreement can be obtained from the Association's Management Company.

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19. **Tennis Court Usage Rules:** Tennis Court usage rules are posted at the tennis court.
20. **Swimming Pool Usage Rules:** The Board of Directors will approve and update as required rules for use of the swimming pool. These rules will be posted at the swimming pools.
21. **Snow Removal Rules:** Snow Removal Rules are approved and updated as required by the Board. These rules are available to the Homeowners upon request to the Management Company.
22. **Playground Usage Rules:** Playground rules are posted at the playground.
23. **Garden Area:** The Board of Directors will publish from time-to-time rules governing the use of the common garden area.

**SECTION D – ENFORCEMENT & PENALTIES PROVISIONS:**

1. **Authority of the Board of Directors:**
  - 1.1. The Board reserves the right to amend and/or modify these rules as conditions dictate.
  - 1.2. The Board reserves the right to forego any of the following guidelines should any offense(s) be so severe, in the Board of Directors' judgment, as to compel the Board to render a decision as to the levying of a fine or seeking injunction relief as the more appropriate avenue to ensure the compliance with the Rules and Regulations.
  - 1.3. The Board may, consistent with the Bylaws, delegate any or all of its powers and duties pertaining to these rules to other entities or to the Association's management company.
  - 1.4. Nothing in these Rules and Regulations shall be deemed to limit the operation of maintenance or construction equipment or work being done by either management company personnel or any other vendor contracted and authorized by the Board.
  - 1.5. Any consent, approval or permission granted by the Board or its designated agent shall be in writing and may, after providing the affected unit owner(s) the opportunity to address the Board, be revoked at any time by the Board.
  - 1.6. No provision contained in these rules shall be deemed to have been waived except where a right is dependent upon a notice to be given within a specified period, irrespective of the number of violations or breaches which may occur.
2. **Complaint Process:**
  - 2.1. Prior to submitting a written complaint alleging a violation of the Association's rules, residents are encouraged to first speak with the person(s) causing the alleged problem. The Board may refuse to act on a written complaint received if it is found that the complaining party has not previously spoken to the alleged defendant.

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- 2.2. **All complaints of alleged violations of these Rules which the complaining party wishes the Board of Directors to address or act on shall be in writing addressed to the Board of Directors and sent to the Association's management company.**
- 2.3. The Association's Management Company may initiate a rule violation complaint against a unit owner based on the violation to the Declaration, Bylaws, and/or Rules and Regulations being in plain view or otherwise determinable by observation.
- 2.4. **Police Reports.** The Board of Directors will act on a written police report filed against a unit owner or a unit's address at Villages at Kessler Farm Condominium Association. It is the responsibility of any resident who notifies the police of a problem at the Association, to also notify the Association's Management Company of the problem and that the police had been called.
- 2.5. The Board or Management may provide a copy of any complaint/report received to the defendant Unit Owner(s) upon request of the defendant Unit Owner(s).
3. **Action by the Board of Directors Upon Receipt of a Written Complaint:**
  - 3.1. **Upon receiving a written complaint of an alleged violation of the Declaration, Bylaws and/or Rules and Regulations, the Board will determine if sufficient information has been presented by the complaining Unit Owner(s) to substantiate whether a violation of the Rules and Regulations has occurred.**
  - 3.2. **If the Board decides not to accept the written complaint, the Board of Directors will notify the complaining unit owner(s) of its actions.**
  - 3.3. **If the Board decides to accept the written complaint, the Board may inform the unit owner(s) of the unit concerned, in writing, enclosing a copy of the complaint letter/report received, any material submitted to support the alleged Declaration, Bylaws and/or Rule and Regulation violation(s) and a copy of the governing rule. The Board of Directors' letter to the alleged defendant unit owner(s) will inform said defendant Unit Owner(s) of the following:**
    - 3.3.1. **The possible sanctions that could be imposed by the Board of Directors.**
    - 3.3.2. **That the Unit Owner has the right to appear before the Board of Directors to offer rebuttal information as to the alleged complaint.**
    - 3.3.3. **A date will be offered by the Board of Directors for Owners of the units involved to meet with the Board of Directors.**
    - 3.3.4. **The Board's letter to the defendant Unit Owner(s) shall provide a minimum of fifteen (15) days from the date of the letter for the defendant Unit Owner(s) to respond to the Board's letter.**

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- 3.4. The Board's decision will be communicated in writing to the defendant Unit Owner(s), with a copy to the complaining unit owner(s) within fifteen (15) days of the Board's decision.

**4. Actions by the Board of Directors Upon Violations of the Rules:**

- 4.1. When the Board, following the procedure in Section 4, has determined that any violation of the Declaration, Bylaws and/or Rules and Regulations has occurred, the Board of Directors may impose the following sanctions:

A. 1 <sup>st</sup> Violation	A Warning
B. 2 <sup>nd</sup> Violation	A Fine of \$100.00.
C. 3 <sup>rd</sup> Violation	A Fine of \$150.00.
D. 4 <sup>th</sup> & Subsequent Violations	A Fine of \$250.00

- 4.2. In addition to the sanctions noted in Section 4.1, the Board may impose maintenance charges against the affected unit owner(s) for necessary repairs to the limited common and/or common areas, and/or towing charges for the removal of an offending motor vehicle. All towing charges shall be at the expense of the vehicle owner.
- 4.3. The Board may, after imposing a warning or fine against a unit, suspend the warning or fine payment subject to up to a six-month probationary period.
- 4.4. The Board will determine a date by which action to correct the violation must be taken and inform the defendant Unit Owner(s) of said date.
- 4.5. The Board reserves the right to impose other sanctions as permitted in the Declaration and/or Bylaws.

**5. Forgiveness of Violations:**

- 5.1. One Year (365 days) after any violation was found to occur by the Board, it will not be used in calculating sanctions for more recent violations, if any.
- 5.2. No violation will be forgiven until the fine has been paid.

**6. Relationship of a Violation to Another:**

- 6.1. Any and all violations are considered cumulative in that the violation of one rule within 365 days of the violation of the same or any other rule(s) shall constitute a second or subsequent rule violation.

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- 6.2. Violations of a definite duration, such as noise, will not be protected by the fact that the processing of any previous violation(s) is still under review by the Board.
- 6.3. Violations that may take some time to correct, such as required repairs to the limited common or common area, will not protect the unit from subsequent violations and enforcement procedures.
- 6.4. In the event that two or more rule violations occur at approximately the same time, the Board may treat each violation as a separate violation, combine all violations into one violation for the purposes of determining sanctions, or determine that only one or more of all the violations alleged to have occurred at approximately the same time are valid for the purposes of determining sanctions.

**SECTION E – GENERAL PROVISIONS:**


1. **Severability:** In the event that any applicable Federal, State or Local law or any provision of the Declaration or Bylaws shall be in conflict with and prevail over these rules, it is the intention of the Board of Directors that these rules be considered severable and that the invalidation of any rule or part thereof contained herein shall not invalidate the remaining rules or parts of rules.
2. **Waiver:** No provision contained in these rules and regulations shall be deemed to have been waived (except where a right is dependant upon a notice to be given within a specified period), irrespective of the number of violations or breaches that may occur.
3. **Rule Modifications:** Right is specifically reserved to the Board to rescind, change, or amend these rules and regulations and to adopt such other rules and regulations as from time to time the Board may deem necessary.
4. **Owner Responsibility:**
  - 4.1. It is the responsibility of the unit owner(s) to make themselves, members of their family and guests familiar with these rules and regulations and to ensure compliance with these rules and regulations. Unit owner(s) are solely responsible for providing their tenant(s) with a copy of the Association's Declaration, Bylaws, and Rules and Regulations and ensuring their compliance with the provisions of the Declaration, Bylaws and Rules and Regulations of the Villages at Kessler Farm Condominium Association.
  - 4.2. All owners and residents shall, at all times, comply with these Rules and Regulations and shall see that these rules are observed by their families, guests, and/or tenants and their tenants' families and/or guests.

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4.3. Owners shall be responsible for the actions of their family members, guests, tenant(s) and their tenant's family members and guest, and shall be liable for any warnings, fines, penalties or maintenance charges imposed against the unit by the Board on account of any failure of such persons to abide by these Rules and Regulations.

5. **Damage to Common or Limited Common Area:** Any damage to the Common and Limited Common Areas caused by a unit owner, their tenant or guests will be repaired by the Association, after a 15 day notice to the unit owner, and costs incurred by the Association will be assessed to the appropriate unit. In addition to repair costs, the action causing damage to the common or limited common area will also be subject to fines applicable in these rules.

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These Rules and Regulations were approved by the Villages at Kessler Farm Condominium Association Board of Directors on 16 May 2002 and are effective 01 June 2002.

 President  
Joseph Kinzel, President

Date: 16 May 2002

Board of Directors

**VILLAGES AT KESSLER FARM CONDOMINIUM ASSOCIATION**  
Nashua, NH

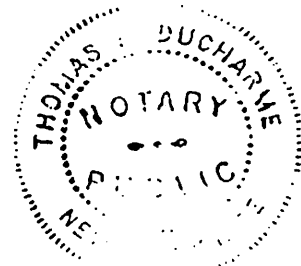
STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May 2002 by Joseph Kinzel, President, Board of Directors, Villages at Kessler Farm Condominium Association, Nashua, NH.



Thomas E. Ducharme, Notary Public  
My Commission Expires on 14 February 2006.

File: Rules and Regulations/KESS



# Rules

Effective June 1, 2012

## The Villages at Kessler Farm

This Cover page is not a recorded document



*Carmela D. Caughlin*

*Return to: The Village at Kessler Farms  
c/o Harvard Property Management  
5 Glastonbury Drive  
Nashua, N.H. 03063*

**VILLAGES AT KESSLER FARM CONDOMINIUM ASSOCIATION  
Nashua, NH**

**RULES & REGULATIONS  
AMENDED and RESTATED  
Effective June 1, 2012**

**WHEREAS**, Article III, Section 1 of the Villages at Kessler Farm Condominium Association Bylaws grants the Board of Directors all of the power and responsibilities necessary for the administration of the affairs of the Condominium, provided that such is not inconsistent with the Declaration and the State of New Hampshire Condominium Statutes, and;

**WHEREAS**, Article III, Section 1(e) empowers the Board of Directors to promulgate and amend Rules concerning the operation and use of the common area provided that copies of the Rules shall be furnished to each Owner prior to the time when the same shall become effective, and;

**NOW THEREFORE BE IT RESOLVED THAT** these Rules and Regulations are hereby amended and adopted as of the date written above and supersede all previous Rules and Regulations adopted or issued by the Villages at Kessler Farm Condominium Association Board of Directors.

**SECTION A – PURPOSE:**

The degree to which Residents respect each other's right to the quiet enjoyment of the community will ultimately shape the quality of life at the Villages at Kessler Farm. These Rules and Regulations are adopted for the benefit of Owners and Residents of the Villages at Kessler Farm. They are intended to contribute to preserving the clean, pleasant and attractive environment and to assuring the peaceful enjoyment of the Villages at Kessler Farm by Owners and Residents. They are also intended to protect and enhance the value of the Owners' property. They are not intended to unduly burden Owners or to unduly restrict the use of the property.

**SECTION B – DEFINITIONS:**

1. "Board" or "Board of Directors": Board of Directors of Villages at Kessler Farm Condominium Association.
2. "Association": All of Villages at Kessler Farm Condominium Association, including the Units, Limited Common Area and Common Area.

3. "Common Area": As defined in the Legal Documents.
4. "Limited Common Area": As defined in the Legal Documents.
5. "Unit Owner": The holder of a deed to a Unit.
6. "Unit": A Residential Unit with boundaries as defined in the Legal Documents
7. "Tenant": The person(s) whom the Unit Owner allows to occupy a Unit either by written lease or by Tenant-at-Will.
8. "Guest": A visitor, invited or not invited, who is temporarily on the premises of the Association through a relationship with a Unit Owner or a Tenant.
9. "Management": The Association's Management Company as per the contract with the Association as approved and authorized by the Board of Directors.
10. "Legal Documents": The Association's Declaration, Bylaws and Rules and Regulations as amended.
11. "Property": The Association property as defined in the Legal Documents.
12. "Resident": An Owner or Tenant who occupies a Unit at the Association.

#### **SECTION C – GENERAL RULES:**

**1. Pets:** In accordance with the Bylaws, Residents are permitted to have common, non-controlled household pets with the consent of the Board. Consent of the Board shall be automatically deemed subject to compliance with this Section C governing Pets. Irrespective of any Municipal, State, or Federal Law to the contrary, no poisonous or venomous animals shall be permitted within any Unit or in any Common Area or Limited Common Area.

- 1.1. All dogs are to be kept inside their applicable Owner's Unit at all times unless they are leashed and accompanied by, and under the control of, a responsible individual. All other pets shall not be permitted outside of the Units unless they are accompanied by an adult person and carried or leashed.
- 1.2. No pet is to be tied or leashed to any object within any Limited Common Area or Common Areas at any time.
- 1.3. Any damage caused by a pet to any Limited Common Area or Common Area shall be repaired by the Association to the Board's satisfaction and the Unit Owner of the Unit in which the pet resides shall be assessed the cost of the repair.
- 1.4. All dogs kept by any Owner, Resident or Guest residing in the Unit for more than thirty (30) days shall be properly licensed and shall display tags as required by the City of Nashua. This tag must be visible when the dog is on any Common Area or Limited Common Area. Owners are responsible for any of their Tenants, or Guests for longer than thirty (30) consecutive days to assure compliance with this Section 1.4. Any responsible Unit Owner that does not obtain the approved tag, will be subject to fines.

- 1.5. **Pet Waste:** Owners will be responsible for the immediate removal of any animal waste deposited on the landscaped Common Area or any Limited Common Area of the Association.
- 1.6. **Pet Restraints:** No runs, chains, ropes or any other restraining device system is to be attached to any Limited Common Area or Common Area.
- 1.7. Pet owners are obligated to ensure that their pet is in compliance at all times with all municipal and state laws or ordinances concerning their particular pet.
- 1.8. Under no circumstances shall pets or animals of any kind be maintained or kept for commercial purposes.
- 1.9. The Board may revoke the permission granted a Unit Owner (or Resident or Guest as may be applicable) to keep a pet if any pet is deemed by the Board to be hazardous or a threat to any Resident or Guest, or has caused repeated disturbances. In such cases where permission to keep a pet has been revoked by the Board, the pet shall be removed immediately from the Association by the pet owner.
- 1.10. **Enforcement:** Failure to abide by these Rules and Regulations affecting pets, in addition to other enforcement procedures permitted by these Rules and Regulations, will result in the following enforcement actions:
  - **First Offense:** Written warning letter from the Board to the Unit Owner.
  - **Second Offense:** The Board will assess a fine of \$50.00 against the Unit Owner where the pet resides.
  - If after the Second Offense, the pet owner does not comply, the Board may rescind the right to keeping a pet in addition to the levying of additional fines.
  - **Third and Subsequent Offenses:** The pet owner, and the Unit Owner if the pet owner is a Tenant or Guest, shall be required to come before the Board of Directors to defend their privilege of having a pet. Fines for third and subsequent offenses shall be levied at the rate of \$100.00 for the third incident and increase by \$50 for each subsequent offense.
  - If the Board determines that a pet owner must remove the pet from the Property, and the pet owner refuses, there shall be additional surcharge fine levied on the Unit Owner of \$250 per month or for any part of a month for which the pet remains on the Property.

**2. Business Practices:** No industry, business, home day care, trade or profession may be conducted from any Unit without prior written approval from the Board of Directors. A home office is permissible, but business deliveries via a business truck, other than vans (e.g., Fedex or UPS delivery) are not allowed. No business shall be allowed to operate without the proper City of Nashua and State of New Hampshire permits or licenses. A copy of all applicable licenses and permits must be provided to the Management Company.

### **3. Collection Procedures:**

- 3.1. Monthly Assessments are due on the first day of the month.
- 3.2. Monthly Assessments are considered paid late if not received in the office of the Management Company, deposited in the Association's on-site fee payment box on Glastonbury Drive or postmarked, by the tenth (10<sup>th</sup>) day of the month for which they are due. Payments deposited in the Glastonbury drop box will be date stamped by the Management Company each day no earlier than 3:00pm. Payments received after 3:00pm shall be date stamped on the next business day.
- 3.3. Each regular Monthly Assessment, Special Assessments, Fines and other Association charges, if paid after the tenth (10<sup>th</sup>) of the month, and any unpaid balances, will incur a late charge of \$25.00 or such amount as may be determined by the Board from time to time. Late charges shall be assessed for each month they are late and shall be cumulative.
- 3.4. Once any unpaid amount is two (2) months past due, a late letter, sent by regular first class mail, will be sent to the Unit Owner(s) by the Association's Management Company. Said letter will give the Unit Owner ten (10) business days from the date of the letter to either pay the outstanding amount in full, set up a payment plan satisfactory to the Management Company or Board of Directors, or dispute in writing why the Unit Owner(s) believe the outstanding amount is in error.
- 3.5. In the interest of overall economy, the Board of Directors may from time to time determine the approved method or methods by which monthly assessments shall be paid. Failure to comply with approved methods may result in additional fee(s) being assessed to the Unit Owner.
- 3.6. To curtail processing expenses and collection problems, Unit Owners are encouraged to make use of ACH bank payment mechanisms for monthly fee payment. Processing monthly payments may require the use of coupon books, the service costs of which shall be charged to Unit Owners requiring such use as this is considered an exception made for the sole benefit of the Unit Owner electing not to make such payments via the ACH mechanism.
- 3.7. Failure to comply with the requirements of the late letter will result in the Board of Directors, or its' duly authorized representative, taking vigorous collection action against any Unit Owner's account which remains two months past due. Such collection action may include, but is not be limited to, the recording of liens without additional notice to the Unit Owner(s), the filing of a law suit/collection action in a Court of competent jurisdiction, the commencement of foreclosure proceedings as authorized by law, notification to a credit reporting agency, and/or using a collection agency.
- 3.8. In addition to the collection policies and procedures outlined herein, the Board of Directors may accelerate all remaining unpaid assessments for the calendar year.

- 3.9. Any Unit with Association assessment/charges three (3) months or more past due will have its amenities privileges suspended and/or its right to use the Common Area, including, but not limited to, vehicle parking privileges and use of the pool, or any part thereof suspended upon authorization of the Board of Directors.
- 3.10. All collection / lawsuit costs, including reasonable attorneys' fees and costs, will be added to the Unit account balance when incurred and will be the responsibility of the Unit Owner(s) to reimburse the Association for such costs incurred.
- 3.11. All checks must clear the bank before any action is taken to stop the collection dispute.
- 3.12. Payments to Unit accounts that do not clear the bank will be charged a processing fee equal to the bank fee charged to the Association's bank account plus \$25.00.
- 3.13. All payments are to be made payable to "Villages at Kessler Farm Condominium Association".
- 3.14. If there is a delinquency and a Unit is rented, the Association will intercept the Unit's rent and all funds collected from this procedure will be applied to the oldest balance first. All costs associated with this procedure will be charged back to the Unit Owner's account.

#### **4. Motor Vehicles & Parking:**

- 4.1. Vehicles must have at all times a current registration and inspection sticker and must be in drivable condition. Any vehicle parked at any time without a visible current registration or inspection sticker (applicable to the vehicle registration) is subject to immediate towing at the expense of the vehicle owner and/or Unit Owner as may be applicable.
- 4.2. No snowmobiles, motorcycles, motorized bicycles, trail bikes, mini bikes, moped, mobile home, motor home, motorized scooter, boat, any kind of trailer, camper, all-terrain vehicle, snow blower or motorized equipment or similar vehicle shall be parked outside overnight within the Association, except that motorcycles may be parked overnight if registered with the Management Office pursuant to such policies as may be established by the Board of Directors from time to time. If no such policy is established or is eliminated, then the prohibition on motorcycles shall be in full force and effect. Any damage to roadways or parking areas caused by any vehicle, including motorcycles, shall be charged to the appropriate Unit Owner responsible for the vehicle (i.e., vehicles owned by the Unit Owner, Residents, Tenants, and Guests). No motorcycle kickstand shall be placed on pavement at any time without a board or other suitable material placed under the kickstand which will prevent any damage to the pavement.
- 4.3. Parking:
  - 4.3.1. Overnight roadway parking is permitted in the villages on one side of the roadway only, which shall be the Unit side, unless otherwise designated. In order to reduce

the likelihood of collisions, care is to be used with regard to on-roadway parking so as to always ensure unimpeded access by emergency vehicles and unobstructed views of the roadway.

- 4.3.2. Parking on Kessler Farm Drive and Glencliff Drive is prohibited at all times unless a temporary waiver is requested and granted in writing by the Board of Directors or Management.
- 4.3.3. Parking or driving on non-pavement areas or walkways is prohibited at all times.
- 4.3.4. For outside overnight parking in any Common Area, Unit Owners are allowed no more vehicles than the number of licensed drivers that reside within a Unit; i.e., if there are four licensed drivers that reside in the Unit, the Unit would be allowed four vehicles to be parked in permitted common areas. Exception: all Units are allowed a minimum of three vehicles.
- 4.3.5. Overnight parking is prohibited on any road in the Aerie Section. Vehicles parked overnight after one initial warning shall be towed at the sole expense of the vehicle owner and/or Unit Owner. Unit Owners are responsible for communicating all parking rules to Guests, Residents, and Tenants.
- 4.3.6. Parking in front of or within fifteen (15) feet of fire hydrants, mailboxes, common access points and in any manner that inhibits access to a Unit is prohibited.
- 4.3.7. Unit Owners will be fined if Guests or Tenants do not abide by the parking rules. Vehicles violating parking rules, including requirements of the Snow Removal Policy, will be towed at the vehicle owner's and/or Unit Owner's expense.

#### 4.4. Repair of Vehicles:

- 4.4.1. The repairs to vehicles which renders the vehicle non-operative for more than twenty-four (24) hours is prohibited. Repairs shall not be performed in any Common Areas or Limited Common Area and shall not be a nuisance to other Residents. Vehicles shall not be used to prop open garage doors (e.g. the car has the door resting on the car) for the purposes of performing maintenance on the vehicle.
- 4.4.2. The changing of vehicle oil and fluids is prohibited in any Common Area or Limited Common Area or within any Unit. .
- 4.4.3. The disposal of vehicle fluids or hazardous material must be properly disposed of in accordance with EPA laws and regulations and may not be dumped onto the Association's property or placed in the trash for normal pick-up.
- 4.4.4. Repairs to any non-Resident vehicles is always prohibited.

- 4.5. Repairs to any portion of the Association as a result of vehicle damage or vehicle fluid shall be at the expense of the respective Unit Owner.
- 4.6. Commercial vehicles having any of the following characteristics are not permitted, including but not necessarily limited to the following:
- a. More than two (2) axles. Axles to be defined under the NH Highway Department guidelines for tolls.
  - b. Open stake body.
  - c. Any writing on the outside of the vehicle for commercial purposes.
  - d. Work vehicles of any kind.
  - e. Exposed rubbish.
  - f. Exposed commercial tools, equipment or trade goods.

The Board of Directors reserves the right to have commercial vehicles removed with all costs and fines charged to the Unit Owner if the Unit Owner has not obtained permission in writing from the Board to have the commercial vehicle park overnight.

- 4.7. No vehicle shall be operated at a speed in excess of 20 MPH on Kessler Farm Drive and Glenclyff Way and 15 MPH on all other road ways.
- 4.8. Consistent with the adopted Snow Policy as in effect from time to time, Residents will remove their vehicles from the roadways to allow for snow plowing of the entire roadway. Failure to remove vehicles from the roadways will result in the vehicle being towed at the vehicle owner's expense. The Board has the right to declare a snow emergency that prohibits any parking on the roadways.
- 4.9. Failure to comply with any motor vehicle and parking rule in this section may result in a fine to the applicable Unit Owner and/or having the offending vehicle towed at the vehicle owner's expense.

## **5. Changes Altering or Affecting the Exterior Appearance:**

- 5.1. No signs, window air conditioning units (window air conditioning units are only allowed in the third floor lofts in Townhomes from June 1 through October 15), antennas, flags (except the American flag as permitted in these rules), wind socks, awnings, outside window coverings, clotheslines, linens, articles of clothing, rugs, sheets, blankets, laundry or personal items of any kind shall be hung from any Unit, Common Area or Limited Common Area without the prior permission of the Board
- 5.2. Unsightly or damaged Window Inserts (or "grills") (where originally installed by the builder of the Unit) are the responsibility of the Unit Owner to repair in those Units that have windows containing grills. As applicable, window inserts (or "grills") must be kept in Unit windows, except when removed for the performance of maintenance functions. If broken, replacement inserts matching the remaining inserts must be installed by the Unit Owner. If

windows and window inserts are not repaired, the Association may repair with all costs assessed to the respective Unit.

- 5.3. Only storm/screen doors or windows approved by the Board of Directors may be installed.
- 5.4. Storm doors/screens and window screens must be kept in good repair and kept properly installed.
- 5.5. Beetle traps, yellow jacket traps, and animal traps are not permitted on any Common Area. The Management Company may elect to use humane traps to trap and relocate animals such as, but not limited to groundhogs that are causing damage to retaining walls, stairways, etc.
- 5.6. Satellite Dish: Satellite dishes are permitted to be installed subject to the rules approved by the Board of Directors and on file with the Management Company. Unit Owners must request a copy of such rules from the Management Company before installing a satellite dish.
- 5.7. Holiday Decorations and/or Ornaments:
  - 5.7.1. Christmas decorations may not be installed prior to the Thanksgiving weekend and must be removed by January 15th. In all other cases, holiday decorations cannot be installed any earlier than 3 weeks prior to the holiday and must be removed within one week after the holiday.
  - 5.7.2. All holiday decorations must be discreet and in good taste. Decorations are limited to: a) Lights on decks, bushes or trees immediately adjacent to the Unit or outlining doors and windows; b) Paper holiday door covers; c) Wreaths (or other garland decoration) on doors and windows or adjacent to doors. The Unit Owner or Resident placing decorations assumes responsibility for all risk, loss or damage caused by any decoration(s) so placed. No decorations may be attached to the siding or roofs or any other part of structures that are part of any Limited Common Area or Common Area.
  - 5.7.3. Decorations or ornaments deemed by the Board to be offensive or in poor taste shall be immediately removed upon written request of the Board. The Board shall be solely responsible for such determinations.
- 5.8. Exterior Painting: Unit Owners shall not paint, stain, or otherwise change the color of any exterior portion of their Unit or building. Unit Owners can "re-fresh" their Unit doors outside of the painting schedule but must get permission from Management and Management will advise the Unit Owner of the correct color. Note however that decks and porches are to be sealed as per Section 11. Unit Owners may also "re-fresh" their decks outside of the guidelines in Section 11 with permission from Management and confirmation of the correct color.



5.9. **Cable, Electrical, Telephone Wires, and Ducts:** No Owner, Resident, Tenant, or Guest shall allow the installation of wiring for electrical or telephone use, television, cable service, air conditioning units or other machines, radon detection systems, equipment or fixtures which protrude through the wall or roof of any building or is otherwise visible on the exterior of a building except as installed by developer or as authorized by the Board. Wires that are hanging from any structure or on any Limited Common Area or Common Area will be subject to removal without notice.

5.10 **Detached Unit Walkways:** It may be permissible for Aerie section Unit Owners to change their walkway to either pavers or blacktop upon written approval of the Board of Directors. Pavers must be gray and in the brick shaped style.

**6. Tenants and Guests:** Non-Resident Owners are required to provide to the Association, the name, home phone number and work phone number of the Tenant occupying the Unit, either by lease or other agreement with the Owner. Unit Owners are responsible for providing their Tenants a copy of these Rules and Regulations and confirmation of such sent to the Management office. Unit Owners are responsible to assure that all Tenants and Guests abide by these Rules and Regulations and the Legal Documents as applicable.

**7. Noise:** Residents are expected to be respectfully quiet between 10:00 PM and 7:00 AM so that neighbors are not disturbed. Any Resident has the right to contact the Nashua Police to report noise disturbances. The Resident should inform the Management Company when the Nashua Police Department has been contacted. If the Noise Regulations adopted by the City of Nashua are more stringent than these Rules and Regulations, then the Nashua Noise Regulations are incorporated herein. If these Rules and Regulations are more stringent, then they shall supersede the Nashua Noise Regulations.

## **8. Fireplaces/Wood Storage:**

8.1. All Units with wood burning fireplaces must provide the Management Company annually with inspection certificates for the fireplace and flue by November 1<sup>st</sup>. Failure to do so will result in the Board contracting such services and billing the Unit Owner who will be obligated to pay any chimney inspection and/or cleaning charges assessed by the Board of Directors.

8.2. **Exemption from Annual Fireplace Inspection:** An Owner shall be exempt from the annual chimney inspection requirement if the Owner presents notice to the Board or Management that the Unit fireplace has either been capped in a manner acceptable to the Board of Directors or is fueled by natural gas. No exemptions will be made unless the criteria in this Section 8.2 are met.

8.3. Firewood not exceeding 1/3 cord may be stored on a Unit's deck or porch, provided the firewood is, at a minimum, 1 inch off the deck or porch floor and 6 inches from any wall.

- 8.4. Failure to provide the required annual chimney inspection for wood burning fireplaces certificate outlined in Section 8.1 will result in a fine(s) being assessed against the Unit pursuant to Section D 4.1.

## **9. Trash Disposal:**

- 9.1. Curbside Trash Collection Procedure: Trash can be set at curbside no earlier than 6:00 PM on the night before the day of trash collection. Empty containers must be removed from the curbside not later than 8:00 PM on the day the trash is collected. All kitchen trash must be in containers with closed lids on those containers. The Unit Owner is responsible for picking up any trash or debris left by the trash collection company. Failure to properly maintain trash containers will result in fines to the Unit Owner. The Unit Number and Street must be marked on each trash container. Unmarked containers will be removed by the Management Company or the contracted trash collector.
- 9.2. Trash Disposal: If a Unit has no garage, trash containers may only be stored within the Unit or under the Unit's deck. Household trash collection schedules will be annually communicated to Unit Owners. A published schedule on the Association's website shall be deemed to constitute such notice.
- 9.3. Littering: To assist in maintaining the aesthetics of the Association, Unit Owners, Tenants, Residents, and Guests are responsible to ensure that no littering is committed on the Limited Common Area or Common Area. Littering includes cigarettes and cigarette butts. Unit Owners, or their Tenants, Residents Guests who drop litter including cigarettes or cigarette butts in or on any Limited Common Area or Common Area will be subject to fines at the discretion of the Board.
- 9.4. Hazardous Materials: Other than items kept in reasonable amounts in proper storage containers (e.g., for the non-commercial use of paints, thinners, gasoline for small engines such as snow blowers or portable generators), no flammable, combustible, hazardous, or explosive substance shall be stored or kept in any unit, beneath any deck, or on any deck. However, outdoor gas grills are permitted for use by unit occupants and their guests subject to the condition that such grills when kept on a wood deck must be placed on a fireproof grill mat of suitable manufacture and area coverage to prevent damage to deck or unit. Notwithstanding the sanctions outlined in Section D, Paragraph 4.1 of the Rules and Regulations, failure to use a fireproof grill mat shall result in the assessment of an immediate fine of \$100.00. a second violation shall result in a fine of \$250.00 and removal of the grill at the expense of the Owner. The Association shall have no liability to the Owner (or Tenant, in the event the violation is the result of actions by the Tenant), for the loss of the grill and any related components. One propane tank is permitted on decks when the tank is attached to the grill. At no time is the indoor use within the unit, including covered porches and garages, permitted of a grill designed and/or intended for outdoor use. The costs of repair of any damage, including damage to the paint finish, of the deck or area where the grill is used shall be the responsibility of the Owner. This rule has been adopted as part of the overall safety and risk management activities of the Association.

Notwithstanding the above, the Board recommends that all outdoor grills be kept a minimum of ten (10) feet from any structure. Further, this rule as set forth in this Section 9.4 may be changed at any time if required by either the State of New Hampshire, the City of Nashua, the applicable rules and / or guidelines published by the National Fire Protection Association (NFPA) or the Association's insurance policy.

- 9.5. Disposal of Large Items (couches, mattresses, hot water heaters, etc.) is the responsibility, and expense, of the Unit Owner. Leaving such items in the Limited Common Area or the Common Area is prohibited.
- 9.6. Recycling bins are to be stored inside the Unit. The annual recycling pickup schedule will be communicated to all Unit Owners via publication on the Association's website or such other manner as determined by the Board of Directors. Placement, identification, and removal of recycling bins from curbside will follow Rules as outlined in Section 9.1 hereof.

**10. Interior/Exterior Architectural Changes/Modifications:** Nothing shall be done in any Unit or in, on, or to any of any Limited Common Area or Common Area that will impair the structural integrity of any Unit, building or structure, without the prior written consent of the Board. All requests for improvements, alterations, additions, etc. shall be submitted in writing to the Board of Directors.

**11. Decks, Balconies and Porches:**

- 11.1. Decks, balconies and porches cannot be used to store items. Such items are, but not limited to children's toys, bicycles, personal items. Permitted items include chairs and tables designed and intended for such use.
- 11.2. Unit Owners are required to seal their deck, balconies and porches with the approved color as directed by the Board of Directors. and to provide a copy of the material receipt or a statement indicating that the deck has been sealed to Management by August 1 in the years when the application of sealant is required pursuant to a schedule adopted by the Board of Directors. In the event the decks, balconies or porches are not properly sealed, the Association has the right to seal the deck, balcony or porch with all the associated costs being assessed to the respective Unit Owner.

**12. Weapons/Hunting:** Weapons of any type, including BB guns, pellet guns and paint guns, as defined by the City of Nashua ordinances or State of New Hampshire laws are prohibited from being used in any Limited Common Area or Common Area. No hunting or trapping is allowed on the property or in any Limited Common Area or Common Area.

**13. Association Personnel:** Unless authorized by the Board of Directors, no Owner, Tenant or Guest shall direct or engage any employee(s) of the Association, contractors and subcontractors to the Association or the Management Company, or the Management Company and its employees, on any private business, nor shall he or she direct, supervise or in any manner attempt to assert control over any such employee(s) of the Association.

**14. Signage/Advertisements:** Posting of signs, including but not limited to mail box postings, "For Sale" and "Yard Sale" signs, "Open House" signs, posters, advertisements etc. are not permitted without the prior written consent of the Board of Directors.

**15. Plantings:**

- 15.1. Unit Owners may plant flowers or shrubs in the mulched areas. No other areas may be planted without prior approval of the Board. All plantings and changes thereto shall be done in accordance with guidelines recommended by the Landscape Committee and adopted by the Board of Directors. Owners remain responsible to maintain any Owner installed mulch bed plantings. Planting of flowers will be strictly "plant at your own risk". The Board of Director's, Management Company and Landscape Company will assume no responsibility for items planted by any Owner, Resident, Guest, or Tenant.
- 15.2. Vegetable plants may be grown in pots and placed in mulch beds or on porches. No mulch beds shall be created or expanded to accommodate vegetable plants. All such plantings may be removed due to overcrowding or if in the opinion of the Landscape Committee are unsightly. If such plants are not removed immediately, then the Board shall remove such plants and assess all costs of the removal and any associated fines to the Unit Owner.
- 15.3. New or enlarged mulch beds require the prior approval of the Landscape Committee and the Board of Directors.

**16. Exterior Ornaments:**

- 16.1. Unit Owners shall not cause or permit anything to be hung, affixed, attached or displayed on the outside of windows, walls or roofs, except as permitted by these Rules and Regulations.
- 16.2. No more than one decorative wreath and one doorknocker will be permitted on the exterior of doors, provided that they are discrete and in good taste. Such fixtures deemed by the Board to be in poor taste will be immediately removed upon written request of the Board.
- 16.3. Flags: The display of any type of flag or wind sock is prohibited with the exception of the flag of the United States, which may be displayed in an appropriate manner.
- 16.4. Lawn ornaments such as, but not limited to, statues, sun dials, bird baths, etc. may be kept on Limited Common Areas or Common Area, subject to disapproval of the Board of Directors if the Board or Landscape Committee deem such item(s) to detract from the overall appearance of any Unit, Limited Common Area or Common Area. Unit Owners in violation of this Rule will be asked to remove the items. If items are not removed in the prescribed time frame, the Board will make arrangements to remove the items and charge the cost of the removal to the Unit Owner. The Board of Directors and Management Company will assume no responsibility for the damage to any item asked to be removed.

- 16.5. Bird Feeders. Owners, Tenants, Residents and Guests are advised that the Board recommends that no bird feeder should be placed on decks or within any Limited Common Area or Common Area adjacent to any structure. Bird feeders should only be placed in the tree lines of each Unit. If an Owner, Tenant, Resident, or Guest elects to place a bird feeder in such locations not recommended by the Board, not more than two such feeders shall be placed within 15 feet of one another, nor more than two feeders on any deck. In the event of such placement, any damage to decks, Units, Limited Common Area or Common Area shall be repaired by the Association with the costs assessed to the Unit Owner who is responsible for the placement of such bird feeders whether by the Unit Owner or Tenant, Resident, or Guest of the applicable Unit. Such damage shall include, but is not limited to, clean-up of bird or other animal droppings due to the presence of the bird feeder(s), scratching or breakage of structures within the Limited Common Area or Common Area, removal of or prevention of the burrowing of mice and other rodents, attracting larger animals which may pose a danger or threat to Residents, etc. In the event of such damage, or if there are complaints from abutting neighbors as to nuisance or potential threat of danger created by the bird feeders, the Board may determine that such feeders be temporarily or permanently removed or moved to the recommended tree line.
- 16.6. Wind Chimes. Not more than two (2) wind chimes per Unit are permitted, so long as these items do not disturb others.

#### **17. Storage of Items:**

- 17.1. The storage or placement of personal property on any Limited Common Area or Common Area is not permitted except as allowed by these Rules.
- 17.2. Flowerpots. No more than four (4) flower pots may be placed in any Limited Common Area.
- 17.3. If personal articles which are permitted to be kept on decks, porches, Limited Common Area or Common Area are covered, they must be covered by a properly fitted cover manufactured specifically for covering the item (i.e. tarps or plastic draped over items is not allowed).
- 17.4. Personal articles, including, but not limited to, equipment, patio furniture, gas grills, personal property, bicycles, wheeled children's riding toys, etc.), may not be stored beneath a Unit's deck, or in any Limited Common Area or Common Area covered by mulched beds, lawns, or paved area.
- 17.5. Any permitted personal article stored on or beneath a Unit's deck cannot extend beyond the boundary of the deck.
- 17.6. Personal articles, including but not limited to, bicycles, toys, baby carriages, lawn chairs, etc., may not be left overnight on the Limited Common Area or Common Area except as may otherwise be permitted by these Rules and Regulations.

**18. Rules for use of the Clubhouse:** Clubhouse use rules are contained in the Clubhouse Usage Agreement. A copy of the Clubhouse Usage Agreement can be obtained from the Association's Management Company.

**19. Tennis Court Usage Rules:** Tennis Court usage rules are posted at the tennis court. Unit Owners not current on their monthly Condominium fee, fines, or assessments shall lose the privilege of tennis court usage. This extends to all Residents, Tenants and Guests of the Unit Owner or Tenant.

**20. Swimming Pool Usage Rules:** As may be required from time to time, the Board of Directors will approve and update rules for use of the swimming pools. These rules will be posted at each swimming pool area. Residents are responsible for keeping the pool gates closed. Due to safety reasons, the pool gates may not be propped open at any time. Residents who violate this rule will fined or lose pool privileges at the discretion of the Board of Directors. Unit Owners not current on their Condominium fee, fines, or assessments shall lose the privilege of pool usage. This extends to all Residents, Tenants and Guests of the Unit Owner or Tenant.

**21. Snow Removal Policy:** The Snow Removal Policy is approved and updated as may be determined by the Board of Directors from time to time. This Policy is available to the Unit Owners upon request to the Management Company. Unit Owners are responsible for communicating the requirements of the Snow Removal Policy to their Tenants, other Unit occupants, and Guests as may be applicable.

**22. Playground Usage Rules:** Playground rules are posted at the playground. Unit Owners not current on their Condominium fee, fines, or assessments shall lose the privilege of playground usage. This extends to all Residents, Tenants and Guests of the Unit Owner or Tenant.

#### **SECTION D – ENFORCEMENT & PENALTIES PROVISIONS:**

**1. Authority of the Board of Directors:**

- 1.1. The Board reserves the right to amend and/or modify these rules as conditions and circumstances may require.
- 1.2. The Board reserves the right to forego any of the following guidelines should any offense(s) be so severe, in the Board of Director's judgment, as to compel the Board to render a decision as to the levying of a fine or seeking injunctive relief as the more appropriate avenue to ensure the compliance with these Rules and Regulations.
- 1.3. The Board may, consistent with the Bylaws, delegate any or all of its powers and duties pertaining to these Rules and Regulations to other entities or to the Association's Management Company.
- 1.4. Nothing in these Rules and Regulations shall be deemed to limit the operation of maintenance or construction equipment or work being done by either management company personnel or any other vendor contracted and authorized by the Board.

1.5. Any fine, warning, denial, consent, approval or permission granted by the Board or its designated agent shall be in writing and may be revoked at any time by the Board, after providing the affected Unit Owner(s) the opportunity to address the Board as may be applicable to any given circumstance or decision.

1.6. No provision contained in these Rules and Regulations shall be deemed to have been waived except where a right is dependent upon a notice to be given within a specified period, irrespective of the number of violations or breaches which may occur.

**2. Complaint Process:**

2.1. Prior to submitting a written complaint alleging a violation of the Association's rules, Residents are encouraged to first speak with the person(s) causing the alleged problem. The Board may refuse to act on a written complaint received if it is found that the complaining party has not previously spoken to the person or persons committing the alleged violation.

2.2. All complaints of alleged violations of these Rules which the complaining party wishes the Board of Directors to address or act on shall be in writing and addressed to the Board of Directors and sent to the Association's Management Company.

2.3. The Association's Management Company may initiate a Rule violation complaint against a Unit Owner based on the violation to the Declaration, Bylaws, and/or Rules and Regulations being in plain view or otherwise determinable by observation.

2.4. Police Reports. The Board of Directors will act on a written police report filed against a Unit Owner or a Unit's address at Villages at Kessler Farm Condominium Association. It is the responsibility of any Resident who notifies the police of a problem at the Association, to also notify the Association's Management Company of the problem and that the police have been or will be called.

2.5. The Board or Management Company may, but is not required to provide a copy of any complaint/report received to the Unit Owner(s) who are the alleged violator(s).

**3. Action by the Board of Directors Upon Receipt of a Written Complaint:**

3.1. Upon receiving a written complaint of an alleged violation of the Declaration, Bylaws and/or Rules and Regulations, the Board will determine if sufficient information has been presented by the complaining Unit Owner(s) to substantiate whether a violation of the Rules and Regulations has occurred.

3.2. If the Board decides not to accept the written complaint, the Board of Directors will notify the complaining Unit Owner(s) of its actions.

3.3. If the Board decides to accept the written complaint, the Board may inform the Unit Owner(s) of the Unit concerned, in writing, enclosing a copy of the complaint letter/report received, any material submitted to support the alleged Declaration, Bylaws and/or Rule and Regulation violation(s) and a copy of the governing rule. The Board of Directors' letter to the alleged defendant Unit Owner(s) will inform said defendant Unit Owner(s) of the following:

3.3.1. The possible sanctions that could be imposed by the Board of Directors.

3.3.2. That the Unit Owner has the right to appear before the Board of Directors to offer rebuttal information as to the alleged complaint.

3.3.3. A date will be offered by the Board of Directors for Owners of the Units involved to meet with the Board of Directors.

3.3.4. The Board's letter to the defendant Unit Owner(s) shall provide a minimum of fifteen (15) days from the date of the letter for the defendant Unit Owner(s) to respond to the Board's letter.

3.4. The Board's decision will be communicated in writing to the defendant Unit Owner(s), with a copy to the complaining Unit Owner(s) within fifteen (15) days of the Board's decision.

#### **4. Actions by the Board of Directors Upon Violations of the Rules:**

4.1. When the Board, following the procedure in Section 4, has determined that any violation of the Declaration, Bylaws and/or Rules and Regulations has occurred, the Board of Directors may impose the following sanctions except as otherwise may be noted in these Rules and Regulations:

A. 1 <sup>st</sup> Violation	Written Warning
B. 2 <sup>nd</sup> Violation	Fine of \$100.00.
C. 3 <sup>rd</sup> Violation	Fine of \$150.00.
D. 4 <sup>th</sup> & Subsequent Violations	Fine of \$250.00

4.2. In addition to the sanctions noted in Section 4.1, the Board may impose maintenance charges against the affected Unit Owner(s) for necessary repairs to the limited common and/or common areas, and/or towing charges for the removal of an offending motor vehicle. All towing charges shall be at the expense of the vehicle Owner.

4.3. The Board may, after imposing a warning or fine against a Unit, suspend the warning or fine payment subject to up to a six-month probationary period.

4.4. The Board will determine a date by which action to correct the violation must be taken and inform the defendant Unit Owner(s) of said date.



4.5 If work is to be scheduled inside a Unit, such work will only be scheduled upon appointment set at a time agreed to by the Unit Owner and shall only be performed if the Unit Owner or an adult person at least 25 years old so designated by the Unit Owner in writing (e-mail shall be considered "in writing") is present during the entire time such work is being performed. If less than 24 hours notice is given as to the need to cancel or postpone this work for any reason, including the requirements of this Section 4.5, there shall be an immediate fine of \$150 for the first occurrence and \$250 for each such additional occurrence involving the applicable scope of work.

4.6. The Board reserves the right to impose other sanctions as permitted in the Declaration and/or Bylaws.

**5. Forgiveness of Violations:**

5.1. One Year (365 days) after any violation was found to occur by the Board, it will not be used in calculating sanctions for more recent violations, if any.

5.2. No violation will be forgiven until the fine has been paid.

**6. Relationship of One Violation to Another:**

6.1. Any and all violations are considered cumulative in that the violation of one rule within 365 days of the violation of the same or any other rule(s) shall constitute a second or subsequent rule violation.

6.2. Violations of a definite duration, such as noise, will not be protected by the fact that the processing of any previous violation(s) is still under review by the Board.

6.3. Violations that may take some time to correct, such as required repairs to the limited common or common area, will not protect the Unit from subsequent violations and enforcement procedures.

6.4. In the event that two or more rule violations occur at approximately the same time, the Board may treat each violation as a separate violation, combine all violations into one violation for the purposes of determining sanctions, or determine that only one or more of all the violations alleged to have occurred at approximately the same time are valid for the purposes of determining sanctions.

**SECTION E – GENERAL PROVISIONS:**

**1. Severability:** In the event that any applicable Federal, State or Local law or any provision of the Declaration or Bylaws shall be in conflict with and prevail over these rules, it is the intention of the Board of Directors that these rules be considered severable and that the invalidation of any rule or part thereof contained herein shall not invalidate the remaining rules or parts of rules.

**2. Waiver:** No provision contained in these rules and regulations shall be deemed to have been waived (except where a right is dependant upon a notice to be given within a specified period), irrespective of the number of violations or breaches that may occur.

**3. Rule Modifications:** In adopting these Rules and Regulations, the Board of Directors may rescind, change, or amend these Rules and Regulations from time to time as the Board of Directors may deem necessary.

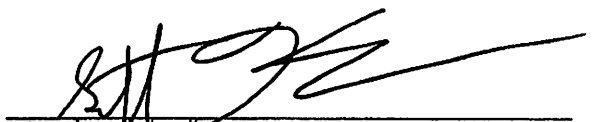
**4. Owner Responsibility:**

- 4.1. It is the responsibility of the Unit Owner(s) to make themselves, members of their family and Guests familiar with these rules and regulations and to ensure compliance with these rules and regulations. Unit Owner(s) are solely responsible for providing their Tenant(s) with a copy of the Association's Declaration, Bylaws, and Rules and Regulations and ensuring their compliance with the provisions of the Declaration, Bylaws and Rules and Regulations of the Villages at Kessler Farm Condominium Association.
- 4.2. All Owners and Residents shall, at all times, comply with these Rules and Regulations and shall see that these rules are observed by their families, Guests, and/or Tenants and their Tenants' families and/or Guests.
- 4.3. Owners shall be responsible for the actions of their Guests, Tenant(s), Residents and their Tenant's Residents and Guest(s). The Unit Owner shall be liable for any warnings, fines, penalties or maintenance charges imposed against the Unit by the Board on account of any failure of such persons to abide by these Rules and Regulations.

**5. Damage to Common or Limited Common Area:** Any damage to the Common and Limited Common Areas caused by a Unit Owner, their Tenant or Guests will be repaired by the Association, after a ten (10) day notice to the Unit Owner(s), and costs incurred by the Association will be assessed to the appropriate Unit Owner(s). In addition to repair costs, the action causing damage to the common or limited common area will also be subject to fines applicable under these Rules and Regulations.

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These Amended and Restated Rules and Regulations were approved by the Villages at Kessler Farm Condominium Association Board of Directors on April 19, 2012 and are effective June 1, 2012.


  
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Scott Kempton, President  
Board of Directors

Date: 6/1/12

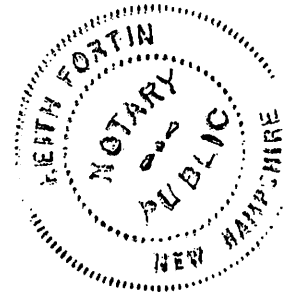
**VILLAGES AT KESSLER FARM CONDOMINIUM ASSOCIATION**  
Nashua, NH

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June 2012 by  
Scott Kempton, President, Board of Directors, Villages at Kessler Farm  
Condominium Association, Nashua, NH.

  
\_\_\_\_\_  
Keith Fortin, Notary Public  
My Commission Expires on 3/10/15.

KEITH FORTIN, Notary Public  
My Commission Expires March 10, 2015



# Rule - Amended and Restated For Hazardous Materials

Effective July 1, 2013

## The Villages at Kessler Farm

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**VILLAGES AT KESSLER FARM CONDOMINIUM ASSOCIATION**

**Nashua, NH**

**RULES & REGULATIONS  
AMENDED and RESTATED**

**Effective July 1, 2013**

**WHEREAS**, Article III, Section 1 of the Villages at Kessler Farm Condominium Association Bylaws grants the Board of Directors all of the power and responsibilities necessary for the administration of the affairs of the Condominium, provided that such is not inconsistent with the Declaration and the State of New Hampshire Condominium Statutes, and;

**WHEREAS**, Article III, Section 1(e) empowers the Board of Directors to promulgate and amend Rules concerning the operation and use of the common area provided that copies of the Rules shall be furnished to each Owner prior to the time when the same shall become effective, and;

**NOW THEREFORE BE IT RESOLVED THAT** these Rules and Regulations are hereby amended and adopted as of the date written above and supersede all previous Rules and Regulations adopted or issued by the Villages at Kessler Farm Condominium Association Board of Directors.

**AMEND ARTICLE 9, Section 9.4 Hazardous Materials** by inserting the following as new:

- 9.4. **Hazardous Materials**: Other than items kept in reasonable amounts in proper storage containers (e.g., for the non-commercial use of paints, thinners, gasoline for small engines such as snow blowers or portable generators), no flammable, combustible, hazardous, or explosive substance shall be stored or kept in any unit, beneath any deck, or on any deck.

No grill of any type shall be used within five (5) feet of any structure, including walls separating decks on adjoining Units. However, outdoor gas or electric grills are permitted for use by unit occupants and their guests subject to the condition that such grills when kept on a wood deck must be placed on a fireproof grill mat of suitable manufacture and area coverage to prevent damage to deck or unit. Grills may only be kept on decks if they can be placed a minimum of five (5) feet of any structure, including

walls separating decks on adjoining Units. One propane tank is permitted on decks when the tank is attached to the grill. At no time is the indoor use within the unit, including covered porches and garages, permitted of a grill designed and/or intended for outdoor use. No grill may be stored or used on any mulched area. Charcoal grills or any non-gas or electric grill with an open flame are prohibited. For town home Units with a garage, grills must be stored in the garage when not in use. For town home Units without a garage, grills should be stored adjacent to the walkout basement door. Storage in any other area requires the approval of the Property Manager. All grills stored outside must be covered with a cover specifically designed for the grill.

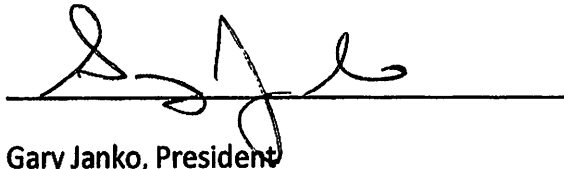
Notwithstanding the sanctions outlined in Section D, Paragraph 4.1 of the Rules and Regulations, failure to use a fireproof grill mat shall result in the assessment of an immediate fine of \$100.00. A second violation shall result in a fine of \$250.00 and removal of the grill at the expense of the Owner.

The Association shall have no liability to the Owner (or Tenant, in the event the violation is the result of actions by the Tenant), for the loss of the grill and any related components. The costs of repair of any damage, including damage to the paint finish, of the deck or area where the grill is used shall be the responsibility of the Owner. This rule has been adopted as part of the overall safety and risk management activities of the Association.

Notwithstanding the above, the Board recommends that all outdoor grills be used a minimum of ten (10) feet from any structure. Further, this rule as set forth in this Section 9.4 may be changed at any time if required by either the State of New Hampshire, the City of Nashua, the applicable rules and / or guidelines published by the National Fire Protection Association (NFPA) or the Association's insurance policy.

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These Amended and Restated Rules and Regulations were approved by the Villages at Kessler Farm Condominium Association Board of Directors on June 18, 2013 and are effective July 1, 2013.



Date: July 18, 2013

Gary Janko, President

Board of Directors

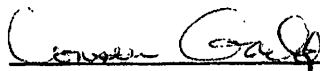
VILLAGES AT KESSLER FARM CONDOMINIUM ASSOCIATION

Nashua, NH

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 18 day of July 2013 by  
Gary Janko, President, Board of Directors, Villages at Kessler Farm  
Condominium Association, Nashua, NH.

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Notary Public

My Commission Expires ~~CONSTANCE C. GARLAND, Notary Public~~  
My Commission Expires October 17, 2017