

RULES
OF THE FELS AT AMHERST CONDOMINIUM ASSOCIATION
Revised, April 2021

TABLE OF CONTENTS

1. Condominium Fees
2. Land Use
 - 2.1. Generally
 - 2.2. Property
 - 2.3. Maintenance of Common Area
 - 2.4. Maintenance of Lots
3. Resident Conduct
 - 3.1. Noise
 - 3.2. Littering
 - 3.3. Pets
 - 3.4. Parking
4. Unit/Lot Improvement and Alterations
 - 4.1. Architectural Changes
5. Exterior Unit Appearances
 - 5.1. Generally
 - 5.2. Rubbish
 - 5.3. Clotheslines
 - 5.4. Outdoor Equipment/Articles
 - 5.5. Holiday Decorations
 - 5.6. Landscaping
6. Guests
 - 6.1. Conduct
7. Sale of Units
 - 7.1. Notification Procedures
8. Complaints
 - 8.1. Procedure

APPENDIX A

SPECIFIC EXTERIOR MODIFICATION POLICIES

1. Awnings
2. Deck Replacement/Expansion
3. Fences
4. Front Door and Shutters
5. Front Porch Railing
6. Generator
7. Installed Structures in Front Yard
8. Radon
9. Rain Gutters
10. Storm Doors

APPENDIX B

ADDITIONAL POLICIES

Clubhouse Use

Estate Sales/Garage Sales

Exercise Room Rules

Mail Hut Posting

Pool

Septic System Maintenance

1. CONDOMINIUM FEES

In order to meet the financial obligations of the Association, condominium fees will be collected by the management company in accordance with the Declaration and By-Laws of the Association. Any fee that is not paid within thirty (30) days of the date due shall be subject to a late fee of \$50.00 for each thirty-day period it is overdue. This fee is subject to interest and is to be considered a delinquency subject to collection as if it were a delinquent assessment.

2. LAND USE

2.1 General

Each Unit shall be occupied and used only for private residential purposes by the Owner and his/her family or by lessee or guests of the Owner. Home offices, working from home and limited professional uses are permitted as long as they do not change the character or appearance of the structure or neighborhood and are in compliance with Town of Amherst regulations. Signs are not permitted.

The Common Area and Limited Common Area shall be used in a manner consistent with the residential character of the Community. Owners, lessees, or guests shall not obstruct, litter or damage the Common Area nor shall anything be stored on the Common Area without consent of The Board. The Common Area shall only be altered with the prior written consent of The Board.

Policies in regard to the use of Common Areas and Limited Common Areas, including, but not limited to the Clubhouse, Exercise Room, Yard/Estate sales may be found in Appendix B.

In order to preserve our residential nature, business vehicles (with commercial license or signage) that fit within a garage may be parked in the garage if registered and inspected. All recreational vehicles including boats, snowmobiles, jet skis, tent trailers etc. must be placed within a garage if stored on the property. Recreational vehicles may not be used on the property.

2.2 Property

There shall be no use of Common or Limited Common property which injures, scars or damages it or the plantings thereon. Uses shall not increase maintenance costs or cause unreasonable annoyance to other Owners' enjoyment of the Fells. Unreasonable annoyance will be determined by the Fells Board and its representatives. Uses may not threaten public safety.

2.3 Maintenance of Common Area

Improvements, changes and landscaping of the Common Area shall only be done by the Association or with written approval from the Board of Directors.

2.4 Maintenance of Limited Common Area

Maintenance of the Lots shall be done by the Owner. Each Owner shall be responsible for the maintenance of any Limited Common Area immediately adjacent to that Owner's Unit. An Owner may plant flowers within the established landscaped beds and shall maintain such flowers at his/her expense. If an Owner wishes to expand established landscaped beds on his/her Limited Common Area or to construct additional plant/flower/vegetable beds, they may do so with the written approval of The Board, which shall not be unreasonably withheld. If the Board determines that the expanded landscape or beds would significantly add to the Fells maintenance expense, the Owner may be required to either maintain such areas at his/her expense or pay the Association an additional monthly assessment to do so. Failure of an Owner to maintain these additional landscaped areas for which they are responsible may result in the Association assessing an additional monthly fee to do so or to restore these areas to their original state.

Owners may remove existing trees or plantings from their Lot only with written approval of the Board. The Board will ask for a placement plan and physical description of any addition/deletion of trees and/or plantings and may confer with adjacent owners. The intent is to enhance the general appearance of the Property and ensure that adjacent owners are not adversely impacted.

Owners are responsible for the proper irrigation of their Limited Common Areas (LCA). If, in the opinion of the Association's landscaper, LCAs are not being irrigated appropriately, the Association will contact the LCA owner and ask/require a change in irrigation schedule.

3. RESIDENT CONDUCT

3.1 Noise

No owner, guest, tenant and/or lessee shall be allowed to create a disturbance that becomes a nuisance to another owner, guest, tenant and/or lessee.

3.2 Littering

Paper, cans, bottles, cigarette butts, food and other trash and recyclables are to be disposed of only in appropriate trash and recycling containers and under no circumstances are such items to be dropped or left on the ground of the Limited Common Area or other common areas.

3.3 Pets

Common household pets may be kept or maintained on the Property, but there shall be no commercial breeding of pets within The Fells at Amherst. Owners shall be responsible for damage to Common Area and Limited Common Areas caused by their pet(s) and shall immediately clean up waste after their pet(s). Owners are responsible for ensuring their pets do not become a continued nuisance or danger to other Owners. Unless they are within a Dwelling or fenced area, all dogs must be on a leash and no pet/s should be left unattended outside of the Dwelling. Invisible Fencing is considered a fenced in area. Pet owners shall comply with all Town of Amherst ordinances.

3.4 Parking

Residents and their guests may park along the named roads but shall park in a fashion so that vehicular traffic may continue to flow freely and unit owners have access to their driveways. Overnight parking, or parking along such named roads during a snowstorm or during snow removal efforts, shall not be permitted. Long term parking along such named roads is not permitted. No commercial vehicles (i.e., those with commercial license or signage) will be parked overnight in driveways without approval of the Board of Directors.

Parking overnight in front lot of the clubhouse is allowed. Anyone wishing to park for a period longer than one night should contact the board for approval. Parking with commercial signage, including for sale signs, is specifically not allowed. This applies to the clubhouse parking lot and resident driveways.

4. UNIT/LOT IMPROVEMENTS AND ALTERATIONS

4.1 Architectural Changes

Owners shall obtain written consent of the Board before making any exterior improvements, additions, or structural alterations to his/her lot or dwelling. All such alterations, improvements, and additions shall meet the following criteria:

- a. Such change shall be in harmony with the architecture, character, and construction materials of the existing dwelling, as well as those other dwellings within the Condominium. Detached structures such as sheds, pools, garages, or similar structures, are not permitted.
- b. No portion of a dwelling shall be closer than twenty-five (25') feet to the curb edge of a named road or its sidewalk whichever is closer, within the Property not closer than ten feet (10') to any property line of a Lot.
- c. Skylights/Solar Tubes may be constructed on the side or rear roofs of dwelling. Skylights on the front roof (that portion of a dwelling fronting on a

named road within the Property) of a dwelling shall only be permitted with written approval of the Board.

- d. Does not impair or obstruct any easement or right-of-way.
- e. The Owner shall obtain all required local, state and/or federal permits for such improvement, alteration or addition.
- f. Does not result in a significant increase in Common Area expenses to other unit owners.
- g. Security Lighting/Exterior Cameras shall not infringe on the privacy of other unit owners.
- h. Abutters will be notified by The Board of proposed Architectural changes not covered by existing policies, prior to the approval of such changes by The Board.

4.2 Garbage Disposals

Garbage disposals are not allowed under any circumstances to protect septic capabilities.

5. EXTERIOR UNIT APPEARANCE

5.1 General

Signs, television antennas, window air conditioning equipment or outside window coverings shall not be installed, hung or placed outside a dwelling without the prior consent of the Board. One meter, (40 inches) diameter or less satellite dishes may be installed on the rear trim boards of an owner's dwelling and, with the Board's permission and with such screening as determined necessary by the Board, on the trim boards of any other wall of a dwelling. Individual mailboxes are not generally approved. There shall be no individual mail or newspaper boxes along the streets of The Fells. More specific policy information for exterior modifications such as storm doors and awnings may be found in Appendix A.

5.2 Rubbish

Trash is to be set at curbside on the day of collection before 7:00 a.m. or the evening before, and empty containers must be removed from curbside no later than 8:00 a.m. on the day following trash collection. All trash and containers shall be stored within the garage of a dwelling other than for the above-stated times. Trash barrels have been delivered to all homes. Our current contract requires use of the barrels provided by the contractor.

Clotheslines, clothing, linens, towels, bathing suits or similar materials shall only occur within privately fenced-in-areas of a lot and not visible to other Unit Owners. No items may be placed on railings in the front of dwellings for any reason.

5.4 Outdoor Equipment Articles

Birdbaths, bird houses and feeders, flags, lawn furniture, lawn equipment, door/welcome decorations and flowerpots may be left outside the dwelling but must be kept within the front landscaping beds of the Unit or the rear or side yards of the dwelling. Firewood may be stored outside a dwelling if neatly stacked and stored adjacent to the rear or side yards of a dwelling. Other personal items and equipment and articles, including bicycles, toys, and recreational items, shall not be left outside a dwelling overnight unless approved in writing by The Board. Grills must be kept within the Unit's rear or side yards.

Landscape lighting should be white lights only and approved by the board.

Bug zappers or similar equipment are not allowed.

5.5 Holiday Decorations

Unit Owner's may display outside holiday decorations on their dwellings any time within three (3) weeks before and two (2) weeks after a recognized holiday. In addition, a Unit Owner may install decorative lighting on the landscaping adjacent to his/her dwelling during the same time frame. Reasonable extensions of time for removal of such decorations may be made by the Board because of inclement weather conditions. Lighting should be turned off at a reasonable time, if it affects adjacent neighbors.

5.6 Exterior Unit Appearance

Owners are expected to keep the outside of their units well maintained. This includes but is not limited to the following:

Vinyl siding: Siding should be kept clean and free from mold. We recommend that a unit is power washed or equivalent every 3 to 5 years.

Trim: Any painted trim e.g., garage door trim, stairs etc. that are prone to peeling should be cleaned and painted as needed. If a garage door has been damaged e.g., significant dent, the door should be repaired. Rear decks should be kept clean and in good condition.

Roofing: The roof should be kept in good shape. Any missing shingles should be replaced. If there is mold on the roof (black streaks) the roof should be cleaned periodically to remove the streak.

Walkways: Should be free from obstruction and well maintained.

Landscaping: All landscaping beds should be maintained and free from clutter. This includes pruning of trees and shrubs. (Note: that the association does periodically trim/prune shrubs in the front of units.) The addition of any new landscaping bed needs to be approved by the board of directors and should consider impact on snow removal and lawn mowing. Any new plantings in the beds (existing or new) of trees or shrubs require approval by the board of directors.

6. GUESTS

6.1 Conduct

In order to ensure the continued character, look and feel of the Fells Association, Owners are responsible for the actions of their guests, and shall be responsible for ensuring that they do not violate the Rules or Bylaws of the Condominium Association or create a nuisance to other Unit Owners. In particular the attention of guests should be directed to the Rules dealing with pets, use of the pool and exercise room, parking, and noise.

7. SALE OR LEASE OF UNITS

7.1. Notification Procedure

- a. Pending the sale of a unit, the selling Owner shall: (1) pay all fees and assessments prior to the sale (a minimum of five (5) working days' notice is required to process Closing paperwork; (2) provide to The Board, through its Property Manager, the name of the buyer, contact information and the date of the sale of the unit; (3) provide the new Owner with a copy of the Rules, Policies, Bylaws, and Declaration of the Association.
- b. Pending the lease of a unit, the Owner shall: (1) notify The Board, through its Property Manager, of the Tenant's name, contact information, and move-in date, and (2) provide the Tenant with a copy of the Rules, Policies, Bylaws and Declaration of the Association. Said leases shall be for a minimum term of six (6) months.

8. COMPLAINTS

8.1 Procedure

Complaints or reports of violations of the Rules, Policies, Bylaws or Declaration of the Association shall be made to The Board through its Property Manager. If The Board determines the complaint is justified, it will take whatever action it deems appropriate and necessary. The Board will notify the complainant as to what action The Board will be taking.

APPENDIX A

SPECIFIC EXTERIOR MODIFICATION POLICIES

In addition to Board (Request for Exterior Modification -REM) approval for any exterior modifications, such modifications must be in accordance with the following policies.

1. Awnings

The color of the retractable awning, retractable sunscreen, and/or patio/deck umbrella material must complement the siding or trim color of the house. Only solid colors are permitted. Patterns or stripes are prohibited. Any awnings or sunscreens for windows are prohibited.

The size of the retractable awning or retractable sunscreens may not be larger than the patio/deck. The maximum height of the retractable awning or retractable sunscreen structure shall not exceed 10' above the elevation of the patio or deck. The retractable awning or retractable sunscreen material cannot drape around the perimeter more than 12" below the protective hood or trim valance.

The retractable awning or retractable sunscreen material may be canvas, mesh, or comparable material. Whether the material is comparable is the decision of the Board of Directors. Vinyl material is not permitted.

The owner of any unit with a retractable awning, retractable sunscreen, or patio/deck umbrella is responsible for maintaining same.

2. Deck replacement/expansion

Deck expansion must not impede the landscaping crew in any way in carrying out their regular tasks. This includes ensuring that there will remain at least 5 feet of unobstructed lawn around the perimeter of the deck to allow for mower access. Homeowner or homeowner's contractor must obtain all necessary permits from the town of Amherst.

3. Fences

Unit owners may install decorative, privacy fencing upon written approval by the Board, around private decks, patios, or garden areas. The fencing to be installed shall be a type, material, and location approved by the Board, and shall be for privacy or decorative purposes. All requests for fences should be accompanied by drawings indicating dimensions and location relative to the house, landscaping beds, tree line and local utilities. These can be hand-drawn, scanned, and added to a request as attachments. Typically, such approved fencing shall not define Lot Boundaries and shall be located within 10 to 15 feet of an owner's dwelling. Access for mowing will be part of the consideration for approval. The fence should have a 5 ft. wide gate and space around perimeter to allow for mower access. Approved fences are typically a white vinyl picket

style and 3-4 ft high. Invisible fencing is generally approved. Please specify exact type desired in request, (attaching a picture or link to a website).

The requester is responsible for checking/being aware of where any local utilities are located when digging. This applies to all situations where digging is undertaken.

4. Front Door and Shutters

Solid colors are required and generally approved if consistent with the architecture of the neighborhood.

5. Front Porch Railing

The Fells Board of Directors has generally approved options for the installation of railings to assist residents in navigating the front porch stairs. All requests for the addition of railings should be made using the Request for External Modification (REM) process.

6. Generators

Generators are generally approved. Installation must be performed by a licensed electrical/gas contractor, meet Amherst building codes, meet lot line requirements and not impede mowing procedures. A REM should be submitted.

7. Installed structures in front yard

Granite light posts are generally approved. Granite lamp posts will be consistent with existing lamp posts already installed/approved within the Fells.

8. Radon Mitigation

Install on back or side roofs, REM should be provided.

9. Rain Gutters

Should be white or match siding colors, REM should be provided.

10. Storm Doors

Anderson 4000/3500 series or equivalent full glass view door with white vinyl or matching door color trim. Half glass/half metal doors are not approved.

APPENDIX B ADDITIONAL POLICIES

Clubhouse Use

The Fells at Amherst clubhouse is divided into three (3) areas: the lavatory/changing areas, the exercise room, and the function room. "No smoking" is allowed in any of these areas. The clubhouse may not be used by those unit owners or lessees (or their guests) who are in arrears to the Association.

The function room will be available by reservation for planned functions only. Reservations will be made by contacting Property Management (Andrew Knight) at (603) 228- 2151 x322. Rules for its use are as follows:

1. All functions must be sponsored by an owner of The Fells, and must be for his, her, or direct family member use only for private and social events (i.e., friends or associates). The function room CANNOT be used for:

- a. Any public event or where the public is invited.
- b. Any publicly advertised event.
- c. Fund raising events.
- d. The selling of any product or service, unless it is a part of a Fells sponsored event for residents only that will serve the well-being or entertainment of the community.
- e. More than 60 people.

** The sponsoring resident or direct family member must be in attendance at all times. **

2. Functions scheduled by authorized committees of the Unit Owners Association will be allowed priority use of the facility at no charge to participants.

3. All functions other than authorized Association committees will be charged a usage fee to help defray associated operating costs of the facility.

4. The current usage fee shall be Fifty Dollars (\$50.00) per function. A One Hundred Dollar (\$100.00) security deposit is required. The fee and deposit shall be paid by separate checks to The Fells at Amherst Condominium Association and must be received by Property Management not later than five (5) working days prior to the rental date. A rental date cannot be reserved until the rental form and/or one of the checks is received by Property Management. The deposit will be refunded after an inspection is made to ensure that the facility is returned to the same condition in which it was found. Any cost of breakage, damage, additional cleaning or trash removal will be deducted from the security deposit. In cases when the financial loss of cleaning and repairs is greater than One Hundred Dollars (\$100.00), the responsible resident owner shall be billed for the difference. This damage also includes any damage caused to any and all

common areas (i.e., grounds, roads, etc.) outside of the clubhouse. If the balance is not paid within thirty (30) days, the case will be dealt with through the normal legal process.

5. The sponsor is responsible and liable for any and all actions caused by any "guest" as defined by the Bylaws, Declaration, and/or Rules as adopted by The Board.

6. The function room shall be available for use between the hours of 6:00 p.m. and 12 midnight on Friday and Saturday, and 6:00 p.m. to 10:30 p.m. Sunday through Thursday. Daytime use may also be arranged at the same usage fee and securing deposit amounts as specified above.

7. Sponsors of the function shall be responsible for advising their guests where to park so as not to infringe upon the parking areas of residents.

8. Sponsors shall be responsible for maintaining a reasonable sound level. All music, amplified sound, live bands, stereos, musical instruments, sound systems, disc jockeys, radios, etc., are prohibited during clubhouse rentals. IF RESIDENTS OF THE LOCAL AREA COMPLAIN ABOUT NOISE, THE SPONSOR MAYBE CHARGED IN ACCORDANCE WITH PARAGRAPH 14 BELOW. Sponsors are advised that complaining residents may also call the Police, at which time the event will immediately end and all guests will be required to immediately vacate the premises.

9. The sponsor will be responsible for the return of the clubhouse to its original state. All doors and windows must be locked. The clubhouse must be satisfactorily cleaned after rental use.

Cleaning includes but is not limited to:

- a. Vacuum all carpets.
- b. Wet mop kitchen floor.
- c. Clean stove top and oven.
- d. Clean kitchen counter tops, sink and refrigerator.
- e. All spills on flooring must be removed.
- f. All trash must be removed from the premises.
- g. All lights must be turned off.
- h. In the winter, heating setting must be set at 55°. When the clubhouse is not in use in the summer, the air conditioner must be set at 78°.
- J. Soiled carpets will be steam cleaned at the renter's expense, the cost subject to deduction from the deposit.

10. RENTAL DOES NOT INCLUDE USE OF THE POOL OR EXERCISE AREA. The clubhouse, the pool, and the exercise area are separate entities. Attendees at clubhouse functions are prohibited from using the pool, the pool area, or the exercise area.

11. NO SMOKING is allowed.

12. NO PETS are allowed.

13. Nothing is to be taped, pinned, affixed or hung on the walls inside the Clubhouse.

14. FINES. Any violation of the aforementioned rules and regulations will result in a fine of Fifty Dollars (\$50.00). Fines shall be levied by the Board of Directors and shall constitute a lien against the unit of the sponsor if not paid. Additionally, violations are subject to suspension of future use of the facility at the discretion of the Board of Directors.

15. All checks and rental forms must be returned to Property Management at least five (5) working days prior to the rental date. A temporary key code for the front door will be assigned by Property Management or a member of The Board two to three days prior to the function. Key codes will expire midnight the day of the event.

Estate Sales/Garage Sales

1. Garage/yard sales can be held by individual homeowners or community-wide on only two specific dates each year - the first Saturday in May and the first Saturday in October.

2. Individual homeowners are responsible for their own set-ups and sales, which are to be confined to their own limited common area.

3. Hours are limited to a maximum of 9 am to 4 pm.

4. Products to be sold cannot be displayed before the day of the sale, to preclude traffic coming by the day before.

5. Everything not sold must be removed from the limited common area by the end of the sale day.

6. Anyone participating in the sale may place a sign no larger than 24" by 24" in their limited common area one day before the sale and must remove it by the end of the sale day. A sign can also be placed where appropriate to direct buyers to particular streets where there is a sale. Notice of the sale may be placed on the public section of the Association's web site one month before the sale date.

7. Sale participants are encouraged to work together to promote the event. For example, a "Community Garage/Yard sale" notice may be placed in local media. One community sale sign no larger than 24" by 24" may be placed at the entrance to The Fells no more than 3 days before the event and must be removed at the end of the sale day.

8. Please ensure that driveways and fire hydrants are not blocked by buyers.

9. The Association is not responsible for the loss of any items bought or sold at the sale. Nor is the Association responsible for the condition of any items bought or sold at the sale.

10. Estate Sales must be held by a professional vendor and be approved by The Board 2 weeks prior to the sale. The professional vendor must provide a person outside to handle parking. Parking is not allowed on both sides of the street. Parking signage provided by the vendor is required.

Exercise Room Rules

1. NO SMOKING is allowed.
2. No one under 13 years of age is allowed without supervision.
3. No glass objects are allowed.
4. Hours are from 6:00 a.m. to 10:00 p.m.
5. NO PETS are allowed.
6. Please report malfunctioning of equipment to Management.
7. Residents are responsible for their guests.
8. Doors are to be locked upon leaving.
9. Radios and TVs must be maintained at reasonable noise levels.
10. Users of the exercise room are responsible for determining their own capabilities in using the equipment.

Mail Hut Posting

The bulletin board should be used for announcements for the community, not for any commercial or political purposes. Nonprofit postings and community events are acceptable.

Pool

1. All guests must be accompanied by a resident.
2. Residents are responsible for their guests.
3. Children under the age of 14 **MUST** be accompanied by a resident age 18 or older.
4. Pool gate **MUST** be shut at all times.
5. Animals are not allowed inside the pool fence.

6. Users of the pool of any age should ensure that water quality is protected. Use of swim diapers or compatible protection is required for users of the pool of any age that have issues with incontinence.
7. Trash removal is the responsibility of residents using the pool. In general it is “carry in - carry out”. Trash should be removed from the pool area and disposed of at home.
8. Glass is forbidden within the confines of the fenced in pool area.
9. Foul and offensive language, loud noise, running, and excessive rough housing are not permitted.
10. Food and beverages are permitted, but not in the pool.
11. If you use the restrooms in the exercise area, please be sure to shut off the lights and lock door when leaving.
12. If you put up the umbrellas, please remember to crank down following use.
13. POOL HOURS 8:00 AM – 9:00 PM

Septic Systems

All owners are required to pump their septic tank once every two years in order to protect our community system. If your home is scheduled for pumping, you will receive an email from The Property Management Company with further details. They coordinate the work to help reduce the cost to each individual owner.