

***FOLSOM ACRES CONDOMINIUM ASSOCIATION***  
***Rules and Regulations – Revised August, 2019***

In accordance with the CONDOMINIUM DECLARATION, 3 (h) (v), and BYLAWS, this set of RULES and REGULATIONS was adopted by a vote of the CONDOMINIUM ASSOCIATION on February 3, 1993 (revised by the Board of Directors in October 1993, February 1994, September 1994, October 1995, October 1996, May 1999, May 16, 2001, October 17, 2001, September, 2004, and July, 2019 to:

1. Maintain and improve the aesthetic qualities of the Condominium;
2. Ensure each Unit Owner the quiet enjoyment of their property; and
3. Maintain control over any structural changes to the exteriors or interiors of individual units to preserve the structural and architectural integrity of the buildings, the Common Area, and the Limited Common Areas within the condominium.

**I. BUILDING INTERIORS**

- A. Each Owner shall keep the interior of his/her Unit and its equipment and appearances in good order of condition and shall do all redecorating, painting, and varnishing which may be necessary to maintain the good appearance and condition of the Unit.
- B. All repairs and replacements or improvements shall be substantially similar or better than the original construction and installation.
- C. During any period when temperatures can drop below freezing, no Unit Owner shall leave their unit vacant without taking precautionary measures (e.g. turn off the water) to prevent bursting of water pipes from freezing and other plumbing systems and/or fixtures within the containing Unit.
- D. When damages occur to the interior of a unit as a result of siding or roof failure, follow the insurance procedures outlined in Article 6 Insurance of the By-Laws.

## II. BUILDING EXTERIORS

- A. No owner shall make any structural additions, alteration, or improvement to any unit, nor paint, decorate, restore, or otherwise change the external appearance of any unit or the Limited Common Area without the prior written consent of the Board of Directors. All labor, materials and plans for any such project will be reviewed with the Board prior to accepting any contract, and in some cases the Board may elect to share project costs. The cost of repair or replacement of windows, external doors, skylights, and garage doors remain the responsibility of the unit owner. See Article VI Insurance of the By-Laws and Section XI below for the process of requesting changes.
- B. Nothing shall be done to any unit or the Common Area which may impair the structural integrity of the Condominium buildings or which would stylistically or structurally change a building or improvement thereon, except as provided in the Declaration or By-Laws.
- C. Name plaques, welcome plaques, extra house numbers, etc. shall be restricted to the front or entry area.
- D. No installation of wiring for electrical, television or other communication use, television antenna, satellite dish, air conditioning unit, solar panels, or other machinery or equipment, awning or canopy which protrudes from the walls or roof of any unit or is otherwise visible on the exterior of any unit, other than flag holders, planting pots, and bird feeders, shall be installed without prior written approval from the Board of Directors.
- E. No clothing, laundry, rugs or wash shall be hung from or spread upon any windows or exterior portion of any unit, or upon any Common Area or Limited Common Area at any time, with the exception of items put out temporarily for drying.
- F. Garage doors shall be closed at all times except when the occupant is entering or exiting in their vehicle and/or, working on a Limited Common Area and requires frequent access to the garage for a reasonable amount of time.
- G. Authorization of ALL repair work:

The Board will not compensate a unit owner or pay for any repairs to any Common Area property without prior written approval of at least two (2) Board members, or in the event of an emergency, at least one (1) Board member. A fine may be levied for such unauthorized repairs of up to \$100 per incident.

### III. COMMON AREAS AND LIMITED COMMON AREAS

A. All plantings put in by the Association will be the responsibility of the Association. The Association will maintain all plantings in the Common Area. Unit owners are responsible for all plantings in the Limited Common Areas that border their units, and that are not part of the original Association plantings (i.e. original shrubs). All foundation beds will be maintained by the Unit Owner.

No in-ground plantings, *i.e. shrubs, or trees*, are allowed without written prior approval from the Board of Directors:

1. Owners obtaining such approval assume responsibility for the maintenance of said plantings at their expense;
2. An owner electing not to maintain such plantings will be responsible for restoring the area to its original condition at their own expense; and/or
3. ***This responsibility is transferred from seller to owner*** upon taking title.

B. Holiday decorations (including vegetables, wreaths, greens, lights, etc.) may be displayed in windows, on or around entranceways, on foundation shrubs of units, and on unit decks and patios. Decorations can be displayed for a period of not more than five (5) weeks prior to the holiday and for five (5) weeks after the holiday.

C. The storage of moveable, decorative, and/or personal objects such as children's wheeled vehicles, toys, firewood, garden tools and the like must be restricted to inconspicuous areas and cannot be placed so as to impede ground-care operations:

1. Semi-permanent items such as hot tubs, sand boxes, swing sets, and other playground equipment may be installed *only* with the prior written approval of the Board of Directors and
2. Such semi-permanent items shall be removed and the land areas restored to its prior condition at the owner's expense:
  - a. when the item is no longer to be used by the owner and/or
  - b. prior to transfer of title when the unit is sold.

D. Owners are responsible for keeping all walkways, driveways, doorways, decks, steps,

and other Limited Common Areas and Common Areas free from any obstructions, personal items, and/or debris that might interfere with ready access to the unit by police, fire personnel, or others in an emergency.

E. No fencing may be installed around either a part of the Common Area or on a Unit's Limited Common Area.

F. Outdoor furniture may be used in a Unit's Limited Common Area, provided that it is moved for lawn care. No outdoor furniture may be permanently set up on the Common Area without permission of the Board.

G. All garbage, refuse, or other trash shall be kept inside, away from public view at all times except when it is placed at the curb in proper receptacles on collection day (usually Monday morning) no earlier than the day before collection. All receptacles shall be removed on the day their contents are collected. Unit owners are responsible for gathering any of their recycling material blown by the wind before collection.

#### IV. VEHICLES

A. Boats, boat trailers, campers, recreational and commercial vehicles may be parked in driveways for a maximum of twenty (24) hours to allow for loading and unloading, but not in the instance of common driveways, when they unreasonably restrict use by the abutter.

B. Trucks over three (3) tons GVWR, motorcycles, boats and/or boat trailers, utility trailers, camping trailers, snowmobiles, and unregistered vehicles of any kind may not be parked outside for more than 48 hours in the Condominium area without prior written approval from the Board of Directors.

C. Vehicles must be parked in the garage, driveway, or on the town road (when allowed by the town). No parking on Common Area lawns.

D. Abutting owners sharing common driveways cannot park vehicles in such a manner as to impede the abutters' access to their garage(s) or to the road.

E. Snowmobiles, all-terrain vehicles, and other off-road vehicles may not be operated in the Condominium area at any time.

F. Town road parking regulations apply to all residents and guests.

## V. PETS

- A. No more than two (2) common household pets may be kept or maintained in a unit. Exotic and farm animals are prohibited. Small indoor pets such as turtles, fish, caged birds, hamsters, etc. will not count under the pet quota.
- B. Dogs/Pets
  1. May not be kept, bred or maintained for any commercial purpose
  2. Shall not be permitted outside of the unit unless leashed or carried and under control of the owner.
  3. Shall at no time be left unattended and tied to any stationary object in the Limited Common Area or Common Area.
- C. The owner of the dog(s) shall be responsible for immediately and properly removing all "leavings" from the Common Area or the Limited Common Areas.
- D. All dogs must be registered and licensed with the Town of Exeter annually. Proof of licensure may be required by the Board of Directors.
- E. Dogs must be kept on a short-leash length when in the vicinity of other dogs and/or pedestrians.
- F. No dog shall be permitted to bark, howl, or make other such noises in a manner that disturbs neighbors and interferes with their peaceful enjoyment of their units or Common Area. No pet shall exhibit aggressive or other dangerous or potentially dangerous behavior.
- G. Owners should not walk their dogs onto other residents' Limited Common Areas. Any resident who has a fear of any other resident's animal must notify the Board and the Board must convey that concern to the owner who is expected to take reasonable precautions around the concerned person(s).
- H. Registered emotional support, therapy, and service animals must comply with all pet regulations.
- I. The Board of Directors may assess the owner of the unit where a pet is kept or maintained for all damages to the Common Area or the Limited Common Areas resulting from damages by said pet(s).
- J. The right of any owner to keep or maintain any pet(s) may be revoked in writing by the Board of Directors;

1. If, in the sole judgment of the Board of Directors, the pet(s)
  - a. interferes with the reasonable quiet enjoyment or rights of other owners or tenants and/or
  - b. continually is the cause of unreasonable damage to the Common Area or the Limited Common Areas.
2. In such an event, the owner shall be given written notice that the owner shall remove the pet within fifteen (15) business days at the owner's expense.

## VI. SNOW REMOVAL

- A. During periods of snow removal, all vehicles must be parked either in a garage or directly in front of the garage. Vehicles may be subject to towing, at the owner's or tenant's expense if they impede plowing operations by either the Town of Exeter or private services.
- B. If our snow removal contractor has to be recalled to plow a driveway after a parked car has been removed, that unit owner or tenant who is responsible for that vehicle will be assessed the additional plowing charge.
- C. For cars left out during a storm, owners are responsible for digging out the snow directly around their vehicle.
- D. Per town ordinance, no vehicles can be parked on town streets (which include Prentiss Way) overnight during the winter parking ban.

## VII. LEASING AND RENTAL POLICIES

- A. The Board of Directors must approve all leases and terms of duration prior to execution and renewal.
- B. A lease must be signed by the unit owner and the tenant and a copy provided to the Board.
- C. The owner's insurance must cover renters or the renters must have their own policy and such evidence must be provided to the Board before occupancy.
- D. Rental occupancy will be restricted to no more than four (4) persons in any unit.
- E. Unit owners will provide the Board of Directors with a Statement of Compliance

with the By-Laws and the Rules and Regulations signed by both the owner(s) and the tenant(s) and submitted to the Board prior to occupancy.

- F. Owners will be responsible for any tenant's compliance with the By-Laws and the Rules and Regulations.
- G. Unit owners will be responsible for notifying tenants of all Association communications.
- H. The Association will provide the same services to rented units as it does to owner-occupied units.
- I. Short-term commercial rentals such as AirBnB are not permitted.

## VIII. GENERAL

- A. Nothing shall be altered or removed from the Common Area except with the prior written approval of the Board of Directors.
- B. Owners, tenants, and/or guests shall exercise care to avoid unnecessary noise that may disturb others.
- C. There shall be no open fires in Common Area unless such Common Area is designated for such use by the Board of Directors. All approved fires must also have a permit from the town.
- D. An appropriate outdoor cooking device may be used by any unit owner or tenants, provided;
  - 1. it is used adjacent to the deck or garage(s) of the unit and
  - 2. the owner(s) and/or tenant(s) assume full responsibility for any and all Common Property that may be damaged by such use.
- E. No unit, Common Area, or Limited Common Area may be used for unlawful, immoral or improper purposes.
- F. No activity shall be performed or maintained in any unit or upon any Common Area or Limited Common Area which will cause an increase in the rate of insurance on any unit, Common Area, or Limited Common Areas or result in the cancellation of the insurance thereon, unless such activity is approved in writing by the Board of Directors.
- G. Requests to use the Common Area or the Limited Common Area for "special functions" (e.g. yard sales) require the prior written approval of the Board of Directors.
  - 1. Yard sales will be limited to one (1) sale per unit per year and when an owner is vacating his/her unit

2. The yard sale will be limited to a single weekend for a maximum of two (2) days.
3. One (1) sign may be placed at the entry to Prentiss Way at Drinkwater Road and another at the street edge of the unit driveway.

#### H. Occupancy

1. Owners shall occupy and use a unit only as a private residence for the owner(s), the owner(s) family, guests, or the Owner's tenant(s).
2. Consultative or other occupations that do not affect the residential character of the Condominium or interfere with another unit owner's enjoyment of his or her unit are permitted.

#### I. Signs may be displayed only as follows;

1. Political candidates signs shall be permitted to be placed for public display, maintained in or on any part of the Condominium including but not limited to, windows, exteriors, the Common Area, or the Limited Common Area, and removed in accordance with town ordinances.
2. With prior written permission from the Board of Directors, two (2) FOR SALE signs, no larger than the local standard Realtor's sign, may be displayed: one at the entrance on Drinkwater Road and the other in a window of the unit.
3. Signs cannot obstruct yard maintenance or snow removal.

### IX. FEES AND VIOLATIONS

#### A. Monthly unit assessments

1. Monthly unit assessments are due on the First (1st) day of the month for which they have been assessed and they are considered delinquent if not received on the tenth (10th) day after the due date.
2. A "late fee" of fifteen (15) dollars per month will be charged for late payment of monthly unit assessments.
3. A written delinquency notice will be sent from the Board of Directors to any owner for any monthly unit assessment not paid within seventy (70) business days of the original due date. This letter will be sent via certified mail notifying owners that a lien will be placed within ten (10) business



days of receipt of written notification if late payments are not made. This letter will state the amount due, late fees accrued, legal fees incurred, and any government fees charged to the Association. The lien will not be removed until the owner's check has cleared the bank.

B. Unit owners who, or whose tenant(s), violate the By-Laws or Rules and Regulations may be subject to a fine or fines assessed by the Board of Directors;

1. Written notice of any such fines will be provided by the Board of Directors to the offending owner and, if applicable, to the offending tenant.
2. The amount of the fine shall be fifteen (\$15) dollars per day, per violation for so long as the violation or violations exist after such notice has been given.

C. For any owner who does not pay any special (non-monthly) assessment(s) or fine(s) within thirty (30) business days of the original due date or written notice of, a written Delinquency Notice will be sent from the Board of Directors and/or Treasurer.

1. All payments shall be due upon receipt of such notice, and
2. All outstanding balances shall bear interest at the highest rate allowed by the NH Condo Act per year, until the due balance of special assessment or fine and interest is paid in full.

D. Fees Regarding Resale of a Unit:

In the event that a unit owner is in the process of selling his/her/their unit, the Association is required to conform to the regulations and to furnish information in accordance with New Hampshire RSA 356– B:35, whether in regard to financial reports of the Association, certification of fees paid, status reports in lawsuits against the Association, etc.

## X. ENFORCEMENT AND COMPLAINTS

A. The Board of Directors has full responsibility for the enforcement of these Rules and Regulations and the By-Laws.

B. All unit owners and tenants must sign the Statement of Compliance.

1. Owners who observe violations or who have complaints regarding the use of the Common Area or the Limited Common Areas are encouraged to try to work them out privately and amicably among themselves, or

2. Contact a member of the Board for mediation to seek resolution, but
  3. Unit owners may elect instead to notify the Board of Directors by submitting a signed written complaint.
- C. All written, signed complaints will be acknowledged by the Board of Directors with their action(s) noted, preserving the confidentiality of all parties unless otherwise authorized by each party.
- D. Repeat offenses may require the Board of Directors to take stringent action, which could include legal recourse.
- E. Any action that requires a temporary exemption must be processed according to the procedures for obtaining an exemption and will not be automatically granted by the Board.
- F. When a violation occurs, the Board will remind all unit owners of the specific rule, regulation, or by-law to reinforce adherence within the community.

## XI. PETITIONS FOR EXCEPTIONS

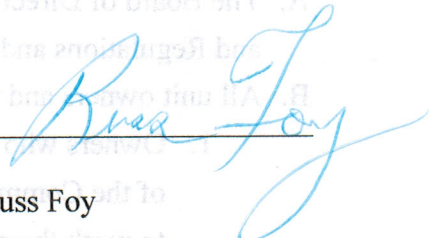


Per the NH Condo Act, Section 42, unit owners may petition the Board for exceptions to the above rules.

For all petitions for exceptions, either on a temporary or permanent basis, unit owners must submit their petitions in writing to the Board. The Board, in turn, will notify the association of the petition to give unit owners time to offer input. The Board will then respond to the petitioner in a timely manner — and notify the Association of its decision.

## XII. REVISIONS

These Rules and Regulations may be revised, according to the By-Laws, by the Board of Directors, providing written copies of any such proposed revisions are delivered in advance of the Board's vote to all unit owners. Unit owners may submit suggestions in writing for updating and/or revisions to the Board of Directors for their consideration. The Board will acknowledge receipt of suggestions.

BOARD OF DIRECTORS, August, 2019



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Francine S. Hall                      Don Cloutier                      Russ Foy