

## **\*WELCOME TO BLUESTONE II\***

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## **1.0 Rules and Regulations**

- 1.1 **ADVERTISEMENT** – No advertisements or posters of any kind shall be posted in or on the property except as authorized by the Board
- 1.2 **HANGING OF CLOTHES, ETC.** – No clothing, laundry, rugs, wash or other personal property shall be hung from any window, balcony, or other exterior portion of a unit or building or in or upon any common area.
- 1.3 **PETS** – Only one household pet is allowed and must be twenty (20) pounds or under. A pet cannot be a nuisance. The pet is not allowed to walk in the common areas and must be carried. Walking your pet is only allowed near the courts at the bottom of the hill behind the small garage or off site of the condominium. Pets are to be leashed or contained while on the property. Please see Pet Policy Resolution XVII for further information.
- 1.4 **NUISANCES** – No nuisances shall be allowed on the property nor shall any use or practice be allowed which is an annoyance or which interferes with the peaceful possession or proper use of the Condominium by others.
- 1.5 **ANTENNAE, ETC.** – No owner, tenant, or guest shall allow the installation of wiring for electrical or telephone use, television antennae, air conditioning unit or other machine or equipment, which protrudes through the walls or the roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board of Directors. For satellite dish installation please see Resolution XVI in the back of this booklet.
- 1.6 **ACTION IN VIOLATION OF LAW** – No unit or common area of the condominium may be used to conduct business activities which cause traffic to and from a unit, garage or any other common area, no business activities such as vehicle repairs, etc. may be conducted, nor may any unit or common area be used for any unlawful, immoral or improper purpose. Any repair of a vehicle belonging to a resident, which creates a nuisance is not permitted. Changing of automotive fluids is not permitted.
- 1.7 **ALTERATION OF BUILDINGS** – Nothing shall be done in any unit or in, on, or to the common area, which may impair the structural integrity of the property, or which would structurally change a building or improvements, thereon, except as provided by the Declaration or By-Laws. Nothing shall be altered or constructed in or removed from the common area, except upon the written consent of the Board of Directors.

- 1.8 IMPROPER USE OF COMMON AREA - No one shall place or cause to be placed in any hallway, corridor, lobby, stairs or stairway, walkway, driveway, parking area or other common area any bicycles, furniture, packages, or objects of any kind. These areas shall be used only for normal transit through them (or, where appropriate, vehicular parking in them). Costs of any damage to common area property areas, hallways, balconies, etc., will be charged to the responsible unit owner.

Children must not use the hallways, elevators or stairs as an area for play and must be accompanied by an adult.

- 1.9 EMPLOYEES OF CONDOMINIUM – No owner, tenant, or guest shall direct any employee of the Condominium, nor attempt to supervise, or in any manner attempt to assert control over such employee.
- 1.10 OFFENSIVE ACTIVITIES – No activity shall be allowed or maintained in any unit or upon any common area which will increase the rate of insurance on any unit or the common area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No inflammable, combustible, hazardous or explosive fluid, chemical or substance shall be kept in any unit, Common or Limited Common area except such as are suitable for normal household use.
- 1.11 GARAGES – No commercial activities shall be conducted in the garages. No window coverings of any kind are allowed. Garage doors must be kept closed at all times unless actively engaged in use of garage. No heaters or continuous power sources are to be used at any time. No freezers, refrigerators or other appliances to be used within the garage. Garages are to be used for Vehicles; storage and use of freezers, refrigerators, portable heaters, and power equipment is NOT allowed. Storage of fuel cans, flammable items, Grills, Ammunition and Firearms is not allowed. Charging of electrical vehicles is prohibited in garages and on the property.
- 1.11 OVERSIZED AND RECREATIONAL VEHICLES – Vehicles with more than two (2) axles, signage, or over 8 feet in height shall not be permitted to park on common area, nor shall recreational vehicles, trailers, boats or campers be permitted. Such vehicles may be stored in the owner's closed garage. Motorcycles or similar vehicles may not be driven

around the buildings except when entering or leaving the property. Use of snowmobiles is prohibited on the property. It is important to respect the quiet enjoyment of other residents and to consider the safety issues of riding and parking in the area. No commercial vehicles are allowed to park overnight unless permission is granted by the Board.

- 1.12 SMOKING – Smoking is prohibited in hallways, stairways, elevators, or entrance porches. Discarded cigarettes, etc. should occur in the smoker’s vehicle or unit, never in common areas.
- 1.13 GRILLS – Charcoal and gas grills are prohibited in any common and limited common areas by the City of Nashua Fire Department and this Association. Electric grills in good working order are permitted on balconies only.
- 1.14 BALCONIES – garbage cans, garbage (trash including bags, bottles or boxes), any kind of supplies, bird feeders or squirrel feeders including humming bird bottles, lawn ornaments, windsocks, whirligigs, coolers, no animal crates or boxes including cages and litter boxes, sleds, bicycles, storage boxes, living room furniture, kitchen furniture, dining room furniture, bedroom or bath furniture, appliances other than an electric grill or other articles which the Association determines are incompatible with the direct usage of the balcony **are prohibited.**

Balconies will not be used for storage. An approved outdoor storage bench may be an exception if authorized by the Board of Trustees in writing.

No Construction materials are to be left on the balconies unless approved by the Board of Trustees in writing and will be for a limited time.

The following items may be used on limited common area balconies;

- A. Appropriate outdoor seating and side tables
- B. Electric grills
- C. Appropriate flower boxes or containers properly maintained with live plantings only. If empty they are to be removed and stored elsewhere. (like the garage). No planting materials (bags of soil, fertilizer, etc.) are to be stored on balconies.

Please note that no coverings are allowed on the floors.

Walls /Siding

In the condominium By-Laws, page 16/17 under Article V, Section 6 restricts anyone from changing exterior of the units and building.

No nails, screws, indentations, hooks, punctures, adhesives will be placed on the new sided walls. If upon an inspection damage is found to the siding the owner will be assessed for the damages and fined for the repairs caused by a resident not following this rule.

#### Lighting on Balconies

New lighting on the balconies will be uniformed. No resident/owner has the authorization for any changes to the exterior of the units or buildings.

#### **Enclosures and Restrictions Regarding Them**

Enclosures will be of the same as Units 86, 91, 112, 114, or 118. No other type or materials will be acceptable. Enclosures will be installed by a professional in the same manner and style as the above units. The color of the enclosure will also be the same, dark brown.

The rules that apply to an open balcony will also apply to an enclosed balcony as stated in the By-Laws of this condominium under Article V, Section 6; changing exterior of units and the building.

All décor and outdoor furniture must be within the enclosure including windchimes, flags, potted plants, etc. (see Rule on Balconies 1.15). The exception will be for a satellite dish in which the unit resident must adhere to the Satellite Policy.

Enclosures are not to be used as storage areas as in Rule 1.15.

- 1.15 TENNIS COURT – The tennis court are to be used only by Bluestone II residents and guests. The area is to be maintained and used for playing tennis only. Children may not play on the court. A resident must be present if guests are using the court.
- 1.16 INVESTMENT UNITS – All tenant information including name, address and phone numbers, make and model of vehicles of the leases are to be turned into the management company within 30 days of signing the lease. No unit shall be occupied without a lease. All leases must be submitted to the Bluestone II Board of Directors or the Management

Company prior to occupancy of the unit. Failure to comply with this Resolution will result in a fine of \$25.00 per month in which the unit is occupied without a lease (Revised Policy Resolution XI effective January 1, 1997) and will double with each passing month (Second Revision of Policy Resolution XI effective August 30, 2010). All new residents will undergo an orientation as per the Second Revision of Policy Resolution XI.

- 1.17 NOISE – Owners, tenants and guests shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, including vehicle radios, television and amplifiers that may disturb others. Special quiet hours are from 10:00 pm to 7:00am.
- 1.18 ARTICLES FALLING OR SWEEPED - No resident shall permit any article to fall or be thrown from the windows, balconies, entry way or doors of the premises, nor shall they sweep from his/her unit any dirt or other substances outside of their unit or on the Limited Common Areas or Common Areas of the condominium.

## **2.0 PARKING PERMITS AND REGULATIONS**

- 2.1 All residents are to obtain a parking permit from the management company for each Vehicle under their control, by providing an updated unit form and a copy of the vehicles current registration. Vehicles must be parked in visitors section until proper tag is received. Visitors must park in designated Visitor Section. No more than two vehicles per unit allowed. (The possibility of three vehicles under certain circumstances must be approved by the Board of Directors and said third vehicle must be parked in the garage. There is a charge for a third permit.) The permits are to be attached to the rearview mirror so as to be visible from the front windshield of the vehicle. All vehicle information must be accurate to avoid the possibility of being mistakenly towed. Residents are responsible to notify the management company if a vehicle is replaced with a new vehicle's information. Permits are reusable and can be placed on the rearview mirror of the new vehicle. Replacement of lost permits will be provided for a fee of \$50.00. If a reported lost permit is found on any vehicle the vehicle will be towed on site and the permit confiscated.
- 2.2 All vehicles shall be parked "head-in" and shall be parked either within a garage or within a legally marked parking space. No vehicle shall be parked in front of the entrances. Moving vans and trucks must not block vehicles from entering or leaving a garage nor impede an emergency vehicle.

- 2.3 Only registered and inspected vehicles may be parked on the premises. All vehicles with an expired registration will be towed at the owner's expense. (Administrative Resolution #2 of the Condominium's By-Laws states; whereas, unregistered and immobile vehicles are unsightly and offensive, and impede sweeping, seal coating and pavement repairs, snow plowing and increase the maintenance therein. Resolution A under #2; That the Management Company be authorized to place a notice on the offending vehicle to the effect that it must be registered and inspected within seven (7) days or removed at the expense of the vehicle's owner and that the owner of the unit in which the owner of the vehicle resides will be assessed \$50.00 and that the Management Company be authorized to remove the offending vehicle. by towing said vehicle at the owner's expense, (Revised Administrative Resolution #2 in 1997).
- 2.4 All motorcycles that park in the Common Areas (pavement) must use kick stand pads. Motorcycles or similar vehicles may not be driven around the buildings except when entering or leaving the property. It is important to respect the quiet enjoyment of other residents and to consider the safety issues of riding and parking in the area.
- 2.5 Any vehicle found to have fluids (with the exception of condensation water) leaking from it that could endanger residents, create a hazard or damage the property will be towed at the owner's expense if the owner can not remove it immediately. This includes oil, anti-freeze, fuel, etc.. The unit owner of the vehicle may also be subject to a fine regardless if the vehicle is owned by the unit owner, the unit's occupant or the unit's visitor.

Residents are responsible for educating their guest as to the parking rules.

The Association reserves the right to restrict parking in a particular parking area if there is a need for maintenance or repairs including access to any garage. Notice of such will be posted no less than twenty four (24) hours before the restriction. Vehicles that impede same will be towed at the owner's expense with the possibility of a fine.

## VIOLATIONS

A violation may result in fines and/or towing of a vehicle at the owner's expense. The Association will assess the unit owner for violations by their tenant.

The first violation will be assessed at twenty five (\$25.00) dollars. A second violation will be assessed at fifty (\$50.00) dollars and may result in the vehicle being towed at the owner's expense. If the vehicle belongs to a non-resident it will be subject to tow after the first twenty four (24) hours.

Effective 05/7/2014

Additional actions will be taken for multiple violations by a unit owner or their tenant, to be considered on a case-by-case basis. A unit owner may be required to post bond and will be assessed for all costs associated with any enforcement action including legal fees. The first violation will be assessed at twenty five (\$25.00) dollars.

### **3.0 SNOW POLICY:**

**PLEASE** use the following procedures for parking when snow is forecasted at any time of day or night:

1. **Six** hours previous to snow fall please park your vehicle(s);
  - a. in your garage
  - b. rear of Buildings A and B and within parking space(s)
  
2. Once the storm is over and the snow plow has cleared the lots in the front of the buildings you shall move your vehicle(s) to the front lot within 36 hours of the conclusion of the storm to facilitate cleanup of the rear lots. If you will be away from home and snow is anticipated, please park your vehicle within a parking space at the southern-most end of the rear parking lot and within a parking space. Your vehicle must be moved to the front parking lot within 36 hours of the conclusion of the storm. It is your responsibility to make arrangements with another resident, friend, or family member.
  
3. If you are away from home:
  - a. park your vehicle in your garage
  - b. leave your keys with a neighbor who can move your vehicle

There will be **NO** open air visitor parking during snow emergencies and only two vehicles with permits per unit **ALLOWED** in open air spaces.

Moving your vehicle for snow removal is **YOUR RESPONSIBILITY!**  
**VEHICLES THAT DO NOT COMPLY WITH THIS POLICY WILL BE SUBJECT TO TOW AT**  
**THE OWNER'S EXPENSE. THIS IS YOUR ONLY WARNING!**

**AMENDED AND IN EFFECT 3/13**

## **4.0 TRASH AND REFUSE**

4.1 All refuse and trash shall be placed in locations specifically designated by the Board of Directors. No garbage or trash shall be permitted to remain in public view. All large cartons shall be broken down before disposal. If a resident has large items such as furniture, appliances or any other items unsuitable for the trash dumpsters that need to be discarded please contact the Management Company to arrange a pick up.

Littering is prohibited including discarded cigarettes (see Rule 1.13).by all residents and visitors alike. This is **your** home and/or investment. Please respect that.

## **5.0 WORK ORDERS**

All common area repairs will be requested through a work order system. All work orders will be “bundled” so as to save costs requiring personnel from the Management Company to respond.

Work Order boxes are located near the front door of each building. A note with the description of the need for repair or replacement dropped into the box will suffice as notification. The boxes are checked one to two times weekly by a Board member. Request for the repair is then called into the Management Company. In the event of an emergency incident requiring a repair please see 6.0.

## **6.0 EMERGENCIES**

In the case of an emergency, major flood, fire, or crime the resident should contact the police and/or fire department. During a fire alarm all residents should leave the building and lock their units, **BUT if the FIRE IS IN YOUR UNIT DO NOT LOCK YOUR DOOR, just close it!** Fire Department personnel need to gain access to put out the fire.

**If the emergency affects the common areas, the structural integrity of the building or other units the owner or resident must notify the Management Company directly and immediately.**

**If you are unsure if the emergency is a common area repair contact the management company. DO NOT CONTACT YOUR BOARD MEMBERS (the Board of Directors will be contacted by the management company if needed).**

- 6.1 In the case of any emergency the Board of Directors has the right to access and entry shall be immediate whether the owner is present at the time or not. (See By Laws page 19, #8 Right to Access.)

## **7.0 YOUR RESPONSIBILITIES**

- 7.1 An owner's responsibilities can be found in the Declaration and By-Laws, including the boundaries of each unit. Each owner should be familiar with all documents pertaining to their ownership. A copy of these documents should have been provided to you during the purchase of your unit. To obtain a copy of these documents, if you did not receive them please write to the State of New Hampshire Hillsborough County Registry of Deeds found on-line under [nhdeeds.com](http://nhdeeds.com).
- 7.2 Investment unit information as stated in the By-Laws and the Rules and Regulations must be turned over to the Management Company. Please see Revised Policy Resolution XI, effective 1/1/97 regarding a lease and Second Revision of Policy Resolution XI, effective 8/30/10.
- 7.3 It is highly recommended as stated in the By-Laws, that an owner leasing his unit should obtain a "Tenant's Homeowners Insurance Policy" to guard against loss or damage to the property by a tenant at the owner's own expense.

Each owner will familiarize themselves with the Amendment to the Declaration of Condominium, dated May 31, 2006 regarding "Unit owners shall be prohibited from leasing, renting, licensing or letting their unit during the first two (2) years of ownership of said Unit".

- 7.4 Each owner/resident should be aware that the security doors and the intercoms are for the security of all residents. Doors are not to be propped for long periods of time even during move in or out.
- 7.5 Condominium uniformity will be followed by each owner regarding their unit's entrance door, windows, sliding doors and if applicable enclosure(s). Unit entrance doors will be a solid flush fire door stained a medium brown at the owner's expense as stated in the Declaration under "Owners Responsibilities". Doors should have a peep hole and security locks. Unit windows will be white on

the exterior and conform to the present opening size of the frame and be that of double hung type. Sliders should be brown or white (if it is a replacement) frame and should be within the present frame size. Enclosures can be installed with the Board of Director's approval. Enclosures shall be brown and conform to the same enclosure that has been installed in Units 86, 91 or 114 with no exceptions.

- 7.6 Homeowner's Insurance – It is highly recommended that all homeowners obtain condominium insurance to cover your liabilities, improvements, contents and personal possessions. For further details see page 19, Article VI of the By-Laws.

## **8.0 HOMEOWNER'S ASSOCIATION**

- 8.1 Meetings – Each owner is encouraged to attend as many meetings as possible. meetings keep owners apprised of issues that impact their ownership including the financial health of the complex. Your annual meeting is the most important as it may include placing an owner in a Director's position, voting on a major change or simply incorporating new ideas.

- 8.2 Newsletter – The newsletter comes to owners quarterly. In the letter you will find notices of upcoming meetings and a tentative agenda. You will also find comments, advisories, upcoming projects, notices, etc.

## **9.0 FEES AND FINES FOR VIOLATIONS OF THE RULES**

- 9.1 Move –In There will be a charge of two hundred and fifty (\$250.00) dollars for any owner or tenant that moves in. This includes an orientation for each resident. There is a charge of two hundred fifty (\$250.00) dollars for moving out of Bluestone II. The fees will be paid at closing or within 30 days of either moving in or out. Refusal of an orientation will result in a fine of twenty five (\$25.00) for each month the unit is occupied. (See Resolution XI, effective January 1, 1997.) All units that are non-owner occupied shall have a lease and a copy of said lease will be delivered to the Board or Management company. Failure to deliver a lease to the Board or Management company will result in a fine of twenty five dollars for each month in which the unit is occupied without a lease. (See Resolution XI, effective January 1, 1997.)

- 9.2 Violations of the Rules will incur a fine for each twenty four (24) hour period a

violation is observed, (i.e. Rules 1.1, 1.2, 1.4 through 1.16 and 1.18 with the exception of 1.3 which has shorter time periods for violations, see Pet Policy Resolution XVII.

First Violation	\$50.00
Second Violation	\$100.00
Third Violation	\$200.00

Amended 05/7/2014

Effective 05/7/2014

ATTEST: \_\_\_\_\_  
Board President – Sheri Tabor-Alvi

Date: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Date: \_\_\_\_\_

Before me personally appeared the above-named \_\_\_\_\_, President of Bluestone II Condominium Association, and made oath that the statements contained in the foregoing resolution are true to the best of his/her knowledge and belief.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
Angela McLaughlin  
My commission expires: