

**LITTLEFIELD CONDOMINIUM ASSOCIATION  
RULES AND REGULATIONS**

**Dated: March 1998  
Revised April 2020**

## **LITTLEFIELD CONDOMINIUM ASSOCIATION**

### **CONDOMINIUM RULES AND REGULATIONS**

#### **RULES AND REGULATIONS FOR USE OF UNITS:**

To assist the Association in providing for congenial occupancy and the protection of the value of the Units, it is necessary that the Board of Directors have the right and authority to exercise reasonable controls over the use of the Units. Violation of the following enumerated prohibitions will not be permitted, and the Board will take all steps necessary to prevent or discontinue any violations at the expense of the violator. These rules may be revised in any way, at any time, by the Board as conditions warrant, provided that written communication is sent to each owner advising him/her of the change. In revising the Condominium rules, the provisions as to amendment of the By-Laws is not applicable.

#### **COMMON AREA:**

Consists of the entire Property other than the Units.

#### **LIMITED COMMON AREA:**

Entranceways, steps, decks, patios, detached garages & parking spaces which serve only one Unit are Limited Common Area of the Unit served.

In the use of the Units and the Common Area of the Condominium, Owners will obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board.

- Advertisements, signs or posters of any kind will not be posted in, or on, the property except as authorized by the Board. When a Unit owner, or agent plans an open house to show the unit, balloons may be tied to the entry during the time of the open house. Necessary plans for parking will also be required.

No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper purposes. No owner, tenant or guest will direct or engage any employee or sub-contractor of the Condominium on any private business nor will he direct, supervise or in any manner attempt to assert control over any such employee or subcontractor. No activity will be done in any Unit or upon any Common Area which will increase the rate of insurance of any Unit or the Common Area or result in the cancelation of insurance, unless such activity is first approved, in writing, by the Board of Directors. All Unit owners must maintain active insurance coverage in the form of an H06 policy obtained at unit owners' sole cost by insurance provider of their choice. Proof of this coverage must be updated yearly with the management company.

### EXTERIOR OF BUILDINGS:

Changes affecting the appearance or extruding from the exterior of buildings, such as decorations, awnings, television and radio antennas, signs, screens, porch and terrace sun shades and covers, air conditioning equipment, fans, or similar changes are to be made only with the written consent of the Board of Directors.

- Clothing, laundry, rugs, or other objects will not be hung or thrown from any window or any exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view, without the prior written consent of the Board of Directors.
- No Owner, tenant or guest will allow the installation of wiring for electrical or telephone use, television antenna, air conditioning unit or other machine or equipment which protrudes through the walls or roof of any building or is otherwise visible on the exterior of a building except as is presently installed or as authorized by the Board.

Nothing will be done in any Unit or the Common Area which may impair the structural integrity of the Property, or which would structurally change the building or improvements thereon. Nothing will be altered or constructed in or removed from the common area without prior written Board approval.

### NOISE:

Owners, Guests and Lessees will be expected to reduce noise levels after 10:00 P.M. so that neighbors are not disturbed. At no time are musical instruments, radios, TV's or the like to be so loud as to become a nuisance.

- Nuisances will not be allowed on the property nor should any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by others.

### LITTERING:

Papers, cans, bottles, cigarette butts, food and other trash are to be disposed of only in proper trash containers and under no circumstance are any items to be dropped or left on the grounds or other Common Areas.

### TRASH AND GARBAGE:

No one will store trash, garbage or other refuse in the Common Area. Rubbish will be put out for pick up in garbage bags only, at the mailboxes. It will not be put out the night before to prevent scavenging by animals. Cleanup of any spilled rubbish will be the immediate responsibility of the resident.

### MAINTENANCE OF COMMON AREA:

Improvements, maintenance and landscaping of the Common Areas will be performed only at the direction of the Board, except where written permission of the Board has been obtained.

### IMPROPER USE OF COMMON AREA:

There will be no use of the Common Area which injures or scars the Common Area or the planting thereon, increases the maintenance thereof or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of the Condominium. No personal property may be left in the Common Area overnight or while not in use, unless with prior written Board approval.

## CHILDREN AND GUESTS

Owners and Lessees will be held responsible for the actions of their children and guests. If occupancy by guests causes a nuisance to other Owners, the Board will have the right to require that the offensive guest leave. Parents will supervise their children to the extent that they play outdoors and do not annoy other neighbors and other parts of the Condominium. Toys will not be left in drives, parking spaces, or lawn area at any time.

## RIGHT OF ACCESS.

An owner will grant a right of access to his Unit to the Board of Directors or the manager, or to any other person authorized by the Board for;

- The purpose of performing installations, alterations, or repairs that are mechanical or electrical services or other Common Areas in his Unit or elsewhere in the building provided that the request for entry is made in advance and that any such entry is at a time reasonably convenient to the Owner.

\*In case of an emergency such right of entry will be immediate whether the Owner is present at that time or not.

## FIRE SAFETY.

All Units must always keep all Fire Safety apparatus in good working condition. Any Fire Safety requirements per the State of New Hampshire and the town of Pembroke must always be met. Open fires of any type are not permitted on the property.

## CHIMNEYS AND CLEANING.

Unit owners having a fireplace or stove are required to have the chimney flue inspected annually, by a chimney sweep certified by the National Chimney Sweep Guild, or the Wood Heat Alliance. The Owner is responsible for engaging the contractor and for scheduling the work. All costs for the cleaning and other work, will be done as recommended by the contractor and all costs will be incurred by the Owner. A copy of the signed inspection on the contractor's letterhead, is to be sent to the Association's office before October 1. This should indicate the work recommended and completed by the contractor. An owner who fails to comply with this policy will be in default, and subject to action by the Board as provided in Article XIII of the By-Laws.

## FIREWOOD.

Firewood may be stored in the garage or on concrete patios, neatly stacked and not in contact with the building. Firewood will not be stacked on decks, stored in basements or outside closets.

## OUTSIDE EQUIPMENT.

Sporting goods, cooking equipment, baby carriages, lawn furniture and other personal articles and equipment will not be left outside in the common area.

## OUTSIDE ACTIVITIES.

There will be no organized sports or activities except in areas approved by the Board. Yard sales, flea markets, or similar activities will not be conducted in a Unit or on the Common or Limited Common Areas without the prior written approval of the Board.

### CONSENT REVOCABLE.

Any consent or approval of the Board or its authorized agent given under these rules and regulations will be revocable for cause.

### DELEGATION OF POWERS:

The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules, to any person or other agents.

### VEHICLES AND PARKING

The intent of this rule is to ensure equal parking arrangements for residents and to maintain a safe and attractive community

### RESIDENT PARKING:

Two vehicles only are allowed for each unit, one to be parked in the garage and the other to be parked in the designated parking area for your unit. A "vehicle" will be a conventional passenger car, van, or truck which fits in the garage with the garage door closed. Any non-registered vehicles will be towed at the owner's expense.

### MOTORCYCLES:

Are also permitted and must be parked in the garage. If parked temporarily on paved areas, a protective guard is to be placed under the kickstand to prevent damage to the pavement.

### VISITORS:

- Visitor parking will be on spaces designated in the parking area and on Riverview Way as permitted by town ordinances.
- Visitors will not be allowed to park a vehicle for a maximum of 72 hours.
- Written requests in advance will be given to the Board when guests need to park for longer periods of time.

\*Parking should not impede mail delivery, snow removal, access to garages, traffic flow, and should not endanger others. No parking is permitted on grassed areas. All vehicles must be parked on the pavement. Owners are responsible for their guest's compliance with these rules. \*

### REQUIREMENTS

The speed limit on all courts is 10 MPH. Riverview Way is a town street and is subject to police enforcement. Violations of driving laws will be reported to the police.

Each motorized vehicle must display a current state registration and inspection sticker and must be maintained in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emissions, or appearance. Each vehicle will be registered with the Association's office.

Vehicles must be moved from courts and parking spaces, when necessary, to allow for complete snow removal or maintenance of pavement. Owners will be responsible for the cost of repair to pavement when the damage is caused by their vehicle or their negligence.

RESTRICTIONS:

Canoes, bikes, and other conveyance may not be left overnight on Limited Common Areas or Common Areas, as defined in the Declaration. This includes decks and entries.

Off-highway Recreational Vehicles, as defined in State Statute RSA 215-A, will not be permitted on Littlefield property except while stored in the garage or while being transported by a vehicle for use elsewhere.

All vehicles, bikes, skateboards and similar conveyances must be operated in a safe and courteous manner. When a person fails to follow established rules and laws, the right to operate these conveyances may be revoked by the Board.

Vehicles will not be stored on the premises. Any vehicle not moved for a period of two weeks will be considered a stored vehicle and is prohibited.

TOWING:

Any vehicle in violation of the above policies will be subject to towing at the expense of the owner the Association nor Management will be held accountable for any damages caused by the towing of an illegal vehicle.

PETS:

Possession of pets will be deemed a privilege, not a right. Pets are only allowed with prior written consent of the Board and are required to be registered with the Association. All pets will be kept, maintained and licensed in accordance with the regulations of the Town of Pembroke.

No animals, other than two (2) common household pets, per unit, will be kept or maintained in the Condominium. Pets including cats will not be permitted outside of a unit unless they are on a leash and in the hand of a responsible individual, capable of maintaining control.

The pet owner is responsible and assessable for any damage their pet may cause to Common and Limited Common Areas.

Pet owners are responsible for immediately removing any animal waste left in the Common Area by their animals.

A household pet will be allowed, pursuant to the Declaration, only so long as they do not become a nuisance to the residents. Dogs, when outdoors must be leashed on a rope, chain, etc. If pets create noise or other disturbances, or unpleasantness or in the discretion of the Board, threaten life safety or welfare of any resident, the Board will be forced to rule that the pet(s) must be removed.

**Pets will not be left unattended in the Common Areas and will not be chained to posts, trees, or the like.**

Pets will not be kept, bred or maintained for commercial purposes on the property .

## HOLIDAY DECORATIONS:

Exterior holiday decorations have been allowed around front entrances to units since the community was established. The Board, to reflect the opinions of current residents has expanded its policy:

During the month of December, decorations and exterior lighting may be placed around your unit, on the Common Area and Limited Common Area. Decorations for other holidays are restricted to your front entrance.

## PLEASE ADHERE TO THESE REQUIREMENTS:

Decorations should not impose a nuisance to your neighbors. Exterior Lighting:

-An approved GFCI exterior outlet must be installed for use on the front of your unit. There is an existing outlet on your first-floor deck.

-Electrical cords should be kept clear of walkways, to avoid injury to others and to allow for ease in shoveling.

-Do not use lights that blink or are sequenced in any way.

-Please turn off your lights by 10 PM so that your neighbors will not be inconvenienced.

**\*The Board shall have the right to require the removal of any holiday decoration that poses a safety hazard to any individual or is a nuisance to the Association or any member of the Association. \***

The Board of Directors will have the authority to enforce all rules. Upon receipt of notice of violation of one or more of these rules, or the Declaration or Bylaws, from a Resident, or the management agent, the following procedure will be followed.

### **Fine Structure for Multiple Violations**

The Board of Directors has the authority and responsibility to enforce all rules. Upon receipt of notice of a violation of one or more of these rules or Bylaws from a resident or the condominium management agent, the following procedure will be followed:

a.) The Board will provide the Unit Owner (if the unit is owner occupied)

or the Unit Owner and Lessee(s) (if the unit is occupied by a lessee) with written notice and warning regarding the violation. This violation must be addressed with condominium management within 48 hours.

b.) Upon notice of further violation of the same rule(s), or upon notice of multiple violations of distinct rules by the same individual(s), the Board has the authority to assess fines in accordance with the schedule outlined below.

c.) Violation of these rules and Bylaws will result in the following assessments:

\$25.00 for the second, \$50 for the third, \$75 for the fourth violation of the same rules, and \$100 for each violation thereafter. (Each fine is treated independently).

d) Failure to pay an assessed fine within 30 days of notice, the Unit Owner will be assessed additional fines in accordance to Step 1 under **Enforcement of Non Payment of Fines.**  
**Enforcement of Non Payment of Fines**

**Step 1.** If a payment of a previous fine has not been received within 30 days of notice, the Unit Owner will be assessed an additional \$50.

**Step 2.** If payment of the previous fine(s) has not been received within 60 days of the original notice, the Unit Owner will be assessed an additional \$200.

**Step 3** If the fines in steps 1-2 have gone unpaid by the Unit Owner(s) within 90 days, the Unit Owner will be referred to the association's legal representation because of their non-payment of unpaid fines.

The Unit Owner will be responsible for all applicable fees associated with Littlefield's legal representation because of their non-payment.

#### **APPEAL:**

The homeowner can appeal the written warning or fine assessed to them in writing by mail or by email to Management Company Management will present the written appeal to the Board of Directors at the next scheduled monthly meeting after the appeal is received.

An owner of a unit for which fines have been assessed will be responsible for the payment of the fine. An owner who rents their unit will be responsible for providing the renters with the Association Manual containing the association's policy, rules and regulations.



The owner not the renter will be assessed the appropriate warning or fine and they will be responsible for payment of the fine(s). The owner will be responsible for obtaining any re-payment from the renter for any fine assessed by the Association.

A single violation of the policy, rules or regulations is counted as one incident.

The fine schedule is a progressive structure meant to correct behavior allowing all residents to equally enjoy our community and to keep our community safe for

