

**Little Mill Woods  
Condominium Association**

**Rules and Regulations**

2021 Revised and Approved by Board of Directors on 10/5/21

# Little Mill Woods Condominium Association Rules and Regulations

## General Rules

These condominium rules are adopted for the mutual benefit of Owners of residences living within Little Mill Woods, a Condominium. They are intended to contribute to preserving a clean, safe, and attractive environment, ensuring the peaceful enjoyment of the Condominium. They are intended to protect and enhance the value of the unit Owner's interest in the Condominium. They are not designed to unduly restrict or burden the use of the property.

All unit Owners and their tenants, invitees, and guests are expected to abide by these rules, which are meant to supplement the provisions of the Declaration and Bylaws.

### 1) Management Information:

- a) Evergreen Management Inc., 17 Commerce Drive, Bedford, NH 03110, (603) 622-7000, handles our billing, financials, insurance, and provides advice and recourse to legal counsel when needed ; otherwise, our Association is managed by the Board of Directors, as posted on our website (lmwcondoassoc.org) under "Contacts;" please call or email any board member if you have a concern.

### 2) Warranties:

- a) Original building warranties established by Dean Howard Assoc. have expired; the Board will work with unit Owners to address any exterior deterioration, while issues with the interior, such as appliances or HVAC should be covered by that manufacturer's warranty provisions, and suggest all Owners have home owners' insurance.
- b) Maintenance Responsibility List-Please see attached "**Exhibit A**" for list of unit owners/associations responsibilities

### 3) Owner Registration:

- a) All new Owners must register with the LMW CONDO ASSOC. Board within 7 days of moving in Information must include photocopies of all residents' drivers' licenses. The Association will provide new residents with Rules and Regulations Book, Registration Form, Clubhouse Agreement, and a key to the Clubhouse, which cannot be duplicated. The Association also needs from residents who are or will be away for more than 30 consecutive days information in writing concerning with whom they have left access to their unit, so that any emergency maintenance may be handled in a timely manner.

### 4) Occupancy Interpretation:

- a) A permanent resident is a Qualifying Occupant who considers LMW their legal residence. All permanent residents MUST be 55 or over. The only exception is if you are the primary caregiver under 55 years of age providing care for an incapacitated unit owner.
- b) Other occupants are persons who stay in a unit for more than 21 days in a 60-day period, or for more than 30 days in a year. All occupants must be over 55 and provide proof of age to the Board of Directors.
- c) Exception is non-spousal caregiver.
- d) Other visitors under the age of 55 who occupy the unit overnight are restricted to a term of 21 days in 60-day period or for no more than 30 days in a year.

- 5) Noise:**
- a) Owners, guests, and lessees must reduce noise levels after 10:00 PM so neighbors are not disturbed. Musical instruments, radios, or television sets must not become a nuisance.
- 6) Peddling / Soliciting:**
- a) Peddling or Soliciting is not allowed.
  - b) Posting on the post office bulletin board is allowed subject to the following rules:
    - All postings must be approved in advance by the Board
    - No commercial or political ads
    - Maximum time limit is 2 weeks from date of posting
- 7) Signs:**
- a) Signs are prohibited from being shown from interior windows (unless the unit is on the market in which case one real estate sign may be visible from an interior window), you are also allowed to have signs for an “open house”, which need to be removed immediately after your “open house” concludes. Maximum time is 5 hours.
  - b) No signs of any kind are allowed on a unit’s outside property grounds
- 8) Owner's Unit Maintenance Responsibilities:**
- a) Each Owner shall, at their own expense, keep their unit and its equipment and appurtenances in good order, condition, and repair. In addition to keeping the interior of the unit in good repair, each Owner shall be responsible for the maintenance, repair, or replacement of any bathroom or kitchen fixtures, plumbing fixtures, water heater, appliances, heating equipment, lighting fixtures, doors, windows, window frames, and other property which is not Common Area.
  - b) Owner shall be responsible for insect and rodent control or eradication to any interior areas of unit which is not deemed common area. See Exhibit “A”
  - c) The portion of the sewer line serving any unit and extending to the septic tank shall be the responsibility of the unit Owner. Radon testing and remedies are at the discretion and expense of the unit Owner.
- 9) Owners Hiring Contractors:**
- a) Owners are responsible for the contractors that they hire. Damage to the common and limited common areas and buildings because of contractors are the responsibility of the unit Owner. Proof of insurance should be obtained by the unit owner, which would contain liability and workman’s compensation insurance. Owners must submit an Architectural & Landscaping form to the board. No work shall be done without board approval.
- 10) Offensive Activities:**
- a) No offensive activities shall be carried out within the Condominium, nor shall anything be done or placed within the Condominium, that could be considered as a nuisance, disturbance, or annoyance to other Owners or the public.

- 11) **Children and Guests:**
- a) Owners shall be held responsible for the actions of their children and guests. If occupancy by guests creates a nuisance to other owners or tenants, the Board shall have the right to require that the offensive guests leave.
- 12) **Household Pets:**
- a) No animals, livestock, or poultry, except one (1) domesticated household pet, consisting of either one dog or one cat, shall be kept anywhere in the condominium.
  - b) Household pets will be allowed pursuant to the Declaration only with the consent of the Board.
  - c) All dogs must be restrained by a hand-held leash when in the Common Area. Dogs are not permitted to be tied to the common or limited common areas.
  - d) Cats must be appropriately restrained when in the Common Area, not loose.
  - e) If pets create noise or run loose without supervision in common areas; or in any way create a disturbance or unpleasantness, the Board will be forced to withdraw its consent and the pet must be removed.
  - f) It is the Owners' responsibility to clean up and dispose of all dog or cat waste, promptly.
  - g) Each Owner will hold the Association harmless against loss or liability for any actions of his/her pets within the Condominium.
  - h) Any dogs in the Association must be registered with the town of Sandown. Those classified as at risk by the Association's master insurance policy will require proof of insurance coverage by the unit Owner.
- 13) **Insurance:**
- a) Nothing shall be done or kept in any unit or in the common areas that will increase the rate of insurance of the condominium. All Owners should purchase contents insurance. The deductible is \$5,000.00 for the Association master policy, and all owners are encouraged to purchase a HO6 policy.
- 14) **Action of Violation of Law, Etc.:**
- a) There shall be no use of or activity in any unit or Common Area, which shall be in violation of any governmental law, ordinance, rule or regulation.
- 15) **Complaints:**
- a) Complaints or violations of these rules should be made to the Board in writing. If the Board feels that the complaint is justified, it will take whatever action it deems necessary. The Board will notify the complainant in writing as to the action taken relative to said complaint.

## **Exterior of Buildings: Decks and Porches**

- 16) **Maintenance of Decks**
- a) Owners will be responsible to keep their decks and porches in a clean and sanitary condition.
  - b) Owners must make a reasonable attempt to remove snow from the rear decks as soon as possible at the end of the snow event. If unable to do so, please arrange to have this done by a friend, relative or local worker.
  - c) The only deck product used and approved by the Board is Olympic, as listed on the board website. Website address is: ***www.lmwcondoassoc.org***
  - d) If an owner chooses to use a non-approved product they will be responsible for all maintenance going forward. Without exception if the unit is sold, buyer must be informed of this ongoing maintenance responsibility in writing and a copy given to the Board prior to sale.

- 17) Deck Storage:**  
a) Permanent storage of items either on or under the rear decks and front porches is prohibited.
- 18) Screened decks:**  
a) Screened decks require written approval of the Board of Directors. The Board further requires the owner to sign a waiver; accepting responsibility for repairing any possible damage caused by the installation. Both documents must be complete and on file before construction proceeds.  
b) The units Owners are responsible for screen maintenance and keeping the screens in good repair throughout their homes.

### **Changes Affecting the Appearance of the Exterior of the Buildings**

- 19) Attachment to the Buildings:**  
a) Attachments to the buildings are prohibited. Drilling of holes in the siding or the roofs is prohibited.  
b) Exceptions are granted as outlined to install specific items allowed by these rules and regulations.
- 20) Television and radio antennas, and satellite dishes:**  
a) Antenna and satellite dish installation are currently not allowed.
- 21) Flags:**  
a) American Flags (maximum size 3' x 5') will be allowed only if erected in a small white flagpole mount on the side of the garage door, affixed to the wood molding at an elevation of six feet to six feet two inches (6' – 6' 2") above the driveway to the bottom of the flag pole bracket.
- 22) Storm Doors (if installed)**  
a) Storm doors must conform to the models and styles chosen by the Board of Directors. Approved models and styles of doors may be purchased from any other vendor should the Owner desire an alternate vendor.  
b) The unit Owners are responsible for doors, screens and storm window maintenance, and keeping the screens in good repair.
- 23) Garden Hose Reels:**  
a) Hose reels must be free standing; hose reels attached to the building are prohibited.
- 24) Awnings, Sunshades, Fans**  
a) Awnings, sunshades, fans are not allowed on open decks.
- 25) Hanging of Clothes etc.:**  
a) No clothes, linens or other materials shall be hung or shaken from windows, placed on window sills, hung or draped from a railing, or otherwise left or placed in such a way as to be exposed to public view. Outdoors clotheslines or other outdoor clothes drying or airing facilities are not permitted.

**26) Holiday Decorations:**

- a) Holiday decorations during the appropriate seasons are allowed, provided they conservative. At no time will decorations, including but not limited to lights or rope lighting, be attached to the building or deck rails or areas.
- b) All decorations must be removed two (2) weeks after the holiday. **Exception:** Christmas decorations may be placed the weekend after Thanksgiving and must be removed by January 12th.
- c) The Board reserves the right to review and request the removal of decorations it deems inappropriate.

**Owners' Repair and Maintenance Responsibilities: Common Areas & Grounds**

**27) Maintenance of Common Areas:**

- a) Only the Board is authorized to perform improvements, maintenance, and landscaping of the Common areas: all exceptions require written approval by the Board.
- b) Owners are not allowed to interfere with the work of contracted workers, nor request an exemption from that work being done to or for their unit. LMW does, however, encourage but does not require, residents to water, weed and/or reseed lawn areas and plants adjacent to their units, which will enhance the beauty of the community for all.
- c) The Garden Committee may perform improvements, maintenance and landscaping only within the scope of work approved by the Board prior to being completed.

**28) Improper Use of Common Area:**

- a. There shall be no use of Common Areas, which injures or scars the Common Areas or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the unit Owners in the enjoyment of the same.

**29) Planting of Flowers:**

- a) Owners shall be permitted to plant flowers (perennials and annuals) in the normally mulched areas.
- b) Plants in planters may be placed on the front porch, steps, driveways at the edges of the garage doors, or mulched areas, but must blend with the landscaping of the building.
- c) Planters are not permitted on the walkways or grass.
- d) Window boxes are permitted on rear decks only, limited to three (3), three-foot (3') long boxes, but may not be permanently attached.
- e) Plantings shall be at owners' expense, and must be maintained by the owners, subject to maintenance, use and location standards established by the Board.
- f) Planting of trees of any kind is not permitted. If planted the unit owner will be required to remove at their expense.
- g) The Association and/or its vendors are not responsible for any damage to personal planters or objects in the Common Areas.

**30) Outdoor Ornamentation (lawn ornaments):**

- a) Outdoor ornamentation within the grass areas is prohibited as it hinders the mowing operation. The Association or its contractors shall not be held responsible for damage to personal outdoor items that are left in the Common or Limited Common areas.

**31) Outdoor Ornamentation in Mulch Beds:**

- a) A maximum of two (2) conservative ornaments having a height of two feet (2') or less, may be displayed in mulch beds bordered by sidewalks; a maximum of two (2) conservative ornaments, and having a height of one foot (1') or less may be displayed in other mulched beds adjacent to or in front of an Owner's unit.

- b) Ornamentation must blend with landscaping and the buildings.
  - c) Ornamentation may not contain spinners, propellers, or other moving parts.
  - d) The Board requires the removal of all ornamentation, from all areas, by November 15th. Small sidewalk lights (up to a maximum of 8) can be left up all year. Window candle lights (clear or white bulbs) can be left up all year.
  - e) The Board reserves the right to review and request the removal of ornamentation it deems inappropriate.
- 32) Bird Feeders:**
- a) Bird feeders, not birdhouses, are limited to two (2) feeders per unit and must be placed within the properties' mulch beds or trees, not be attached to the buildings, decks, and or porches, in any manner.
- 33) Trash, Refuge, Litter and Garbage:**
- a) No one shall place trash, other refuse or litter on the grounds or other Common Area' of the Condominium. All must be disposed of properly and thoroughly in our trash and/or recycling receptacles. All cardboard boxes must first be flattened before disposal.
  - b) No electrical/electronic components, building materials nor harmful substances may be discarded therein. See the town of Sandown website for the location, times and rules or disposal at the town's site.
- 34) Clubhouse:**
- a) The clubhouse and its facilities are for the use of Owners and residents and their guests.
  - b) Pets are not allowed in the clubhouse (unless for service/medical reasons).
  - c) The Association is not liable or responsible for Owners and Residents using the clubhouse and its facilities.
  - d) The Board of Directors must approve donation items for use in the clubhouse before their placement in the clubhouse
- 35) Clubhouse Rental for Personal Use:**
- a) All events must be scheduled with the Association President and require the filing of a clubhouse use agreement with the him/her, accompanied by a payment of a One Hundred Dollar (\$100.00) cleaning deposit, refundable upon satisfactory cleaning by the event host. Events ending after 10:00 PM require that the clubhouse cleaning be completed by 10:00 AM the following morning. Should an early event be scheduled for the next morning, cleanup must be completed before 8:00 AM (Check with the Board for other scheduled events).
  - b) Owners are responsible and liable for their guests when renting the clubhouse and children must always be supervised .
  - c) No tape, tacks or glue may be used on any surface, and no items are to be left behind.
  - d) The grill located at the clubhouse may be used by all unit Owners/Residents. The grill must be operated a minimum of three (3) feet from any vinyl railings or siding and shall not be operated on the covered deck. Operation of the grill on the asphalt walkway is acceptable. The Board shall be responsible for providing and maintaining an adjacent fire extinguisher.

## **Roadways, Driveways, Walkways, and Vehicles**

- 36 ) Speed Limit:**
- a) The maximum speed limit for all vehicles within the Condominium is 20 mph!
- 37) Parking:**
- a) Parking is not permitted on any common areas (i.e., fire lanes, or landscaped areas)
  - b) Primary parking is limited to the unit garage and driveway.

- c) Overnight on street parking is prohibited.
  - d) Overflow parking is available at the clubhouse. See #'s 38 and 39 below.
  - e) Parking should never impact emergency vehicle access unless in your individual driveway
  - f) Unit owners must adhere to the parking restrictions when moving in/moving out and advise their visitors of said restrictions.
- 38) Guest Parking:**
- a) It is suggested that Owners park their vehicles at the clubhouse, leaving the driveway free for guests
- 39) Multiple Guests Requiring Temporary on Street Parking**
- a) Assure that all vehicles are parked on the same side of the street, especially at the cul-de-sac circles, allowing space for emergency vehicles to pass.
  - b) Be respectful; do not block neighbors' driveways or park directly opposite others.
  - c) Overflow guest parking should be in the marked spaces in front of the club house.
  - d) There is no on street parking on Valerie Court and limited sections of Christopher Drive, which include spaces between units 42-48, 31-37; 7-11 Christopher Drive, and 32-38 Christopher Drive. No Exceptions!
- 40) Vehicles Other Than Automobiles:**
- a) No owner or other person may keep trailers, trucks (semi or box), commercial vehicles, recreational vehicles, motor homes, RV's, trailers, campers and or unregistered, uninspected or not-road-worthy vehicles, or other such personal property within public view. These vehicles must be stored in owner's garage.
- 41) Repairing Vehicles:**
- a) No repairing of vehicles shall take place within the common areas nor shall the driveways be used for any purpose other than to park vehicles.
  - b) Vehicle washing is permitted.
- 42) Driveways and Walkways**
- a) Owners will be responsible to keep their areas in clean and sanitary condition. The parking areas and walks associated with each unit are to be kept clear of obstructions and other personal items.
- 43) Outdoor Furniture:**
- a) Patio furniture in good condition is permissible on the rear deck.
  - b) Patio furniture in good condition is limited to two (2) chairs and one (1) small table on the front porch.
  - c) Patio Furniture is to be placed in accordance to use and not stacked or present the appearance of being stored.
  - d) Any outdoor furniture, grill or other items on decks are the responsibility of the unit owners to remove when power washing or staining are scheduled.
- 44) Sporting Goods:**
- a) Bicycles, sporting goods, other personal articles, and equipment must be kept within the unit, or said mentioned items on the deck must be in use. Decks are not permanent storage.
- 45) Boats and Watercraft:**
- a) No Owner or other person may keep boats, personal watercraft, or other types of watercraft, parked within public view. These vehicles must be stored in Owner's garage and/or basement.



**46) Barbeque Grills:**

- a) Grills are allowed on the open decks at the furthest point away from the building but are not allowed on the covered decks. The grills must also be a minimum of three (3) feet from any vinyl surface.
- b) No gas, charcoal or open flame grill shall be allowed on enclosed porches.
- c) Grills are not allowed under any deck while in use.
- d) Grills are not to be placed, stored, or used in the front of the building, only in the rear.
- e) The Owner shall be responsible for providing and maintaining an adjacent fire extinguisher for the grill.
- f) The grill located at the Clubhouse may be used by all unit Owners without permission from the Board.

**47) Outdoor Dryer Vent:**

- a) Note: to comply with safety regulations common to all Condominium Associations, All Unit Owners are expected to ensure that their dryer vents are thoroughly cleaned bi-annually.
- b) Professional cleaning is strongly recommended and will be scheduled by the Board for a nominal fee each year.

## **Rights of the Board**

**48) Consent Revocation:**

- a) Any consent or approval of the Board or Management given under these rules shall be revocable at any time, for due cause.

**49) Amendment:**

- a) By majority vote of the Board, the Board may revise these Condominium Rules in any way, at any time, as conditions warrant, provided a written communication is sent to each unit Owner, advising them of the change.

**50) Declaration of Power:**

- a) The Board, in its declaration, may designate its power and duties with respect to the granting consent, approvals, and permission under these rules, to the Management, if any, of the Condominium.

**51) Rules Enforcement Provisions:**

- a) Any Owner or Resident who violates the Condominium Rules as stated will be given a verbal notice by the President who will be accompanied by another board member. This notice will be shared with the Board.
- b) Any violation that is not corrected by the Owner or resident within ten (10) days of verbal notice, a written warning letter from the President will be sent stating that a fine up to to \$100.00 may be imposed if the issue is not resolved within another ten (10) days.
- c) If the issue is not corrected after the next ten (10) days a fine up to \$100.00 + costs will be imposed. The fine will be attached to the unit's account and if not paid will follow the standard collection process. At any time, the Owner may appeal the fine to a majority of the Board. If the fine requires the Association's attorney to be involved, those collection costs will be added to the unit's account.

- d) Any Owner or resident who violates another rule/or same rule, after having received a letter from step a) above, will be sent a second warning letter as described in step b) above. The next violation of a rule, you will receive a fine of \$100.00 as described in c) above. This time limit applies for 12 months from the first violation.

**52) Collections of Delinquent Accounts:**

- a) Owners are responsible for paying their condominium fees in full when due. Costs for collecting unpaid dues will be charged to the unit's account. Homeowners Association Fees & other fees are due on the first of each month, for the current month. Fees not collected after the 15th of the month are considered late, and a \$10.00 late fee will be added to the fee along with a penalty of 1.5% interest per month on any outstanding balance.
- b) Should fees not be made current within 60 days, the delinquent account will be turned over to the Association's Attorney for collections.
- c) All collection charges will be charged back to the unit Owner's account.

**53) Collection of Initial Assessment**

- a) Upon transfer or sale of any unit in the Association by an owner, the buyer or purchaser of said unit shall be required to pay to the Association a sum equal to three months' condominium fees as a contribution to the capital of the Association's capital reserve. This assessment is to be paid by the purchaser or buyer within (5) five days of the recording of the unit's deed. The Association, its Board of Directors or Managing Agent shall not be required to return, rebate or credit this transfer fee assessment to any seller, buyer or owner of a unit in the Association. Such amounts are not to be considered an advance payment of regular or special assessments.

**"Exhibit A"**

LITTLE MILL WOODS CONDOMINIUM ASSOCIATION			
Maintenance Responsibility List.			
Description - Misc	Unit Owner	Association	NOTES
Air Conditioner	X		
Appliances	X		
Cable, Lines & Service	X		
Decks-enclosed	X		
Doorbell Fixture	X		
Entry Doors	X		
Garage Doors & Garage Openers	X		
Mail Box Keys (contact Postmaster at PO)	X		
Mold, Interior	X		
Storm/Screen Doors	X		
Telephone, Lines & Service	X		
Unit Exterior Fixture Light Bulbs	X		Assoc. does Street post bulbs
Window Frame	X		
Windows	X		
<b>Insurance</b>			
Unit Contents, Loss of Rent	X		
<b>Pest Control</b>			
Mice	X		
Ants	X		
Bats	X		
<b>HVAC</b>			
Heating System	X		
Hot Water Tank	X		
Repairs (Interior)	X		
Water Faucets, Exterior	X		
<b>Interior - From Water Intrusion</b>			
Interior water damage	X		
Description - Misc			NOTES
Common Areas		X	
Entry Door Frames (Exterior)		X	
Front Entry steps (exterior)		X	
Insurance Claim: Fire/Damage to Unit		X	Must be covered loss.
Lawn Maintenance		X	
Painting, Exterior		X	
Parking Issues		X	
Siding, Decks, Porches (Exterior)		X	
Trash/Recycle receptacles		X	
Unit Lighting Fixtures (exterior)		X	
<b>Pest Control</b>			
Bees/Wasps (Exterior)		X	
Carpenter Ants/Termites (exterior)		X	
Other critter control matters (exterior)		X	
<b>Interior - From Water Intrusion</b>			
Roof Repairs		X	
Sewer Lines - Beyond Foundation		X	
<b>Snow Removal:</b>			
Common Areas		X	
Front Stairs		X	

10/5/2021

Revised.LMW - Maintenance Responsibility