

**PINE HARBOR CONDOMINIUM ASSOCIATION RULES**

Effective June 9, 2001

BK 1940 PG. 847

## PINE HARBOR CONDOMINIUM ASSOCIATION RULES

Effective June 9, 2001

These rules are made to help insure that owners, lessees, and guests will conduct their activities so that the appearance and use of facilities may be enjoyed by all. This document is issued by the Board of Directors, as provided in the Declaration and Bylaws, and may be revised.

### I. GENERAL:

- A. All Rules apply to all units, 1-34, except as specified.
- B. Copies of these Rules shall be provided to each owner, who shall insure that the residents, guests, and lessees of his/her unit are informed of them. The Directors will notify all owners in writing of changes to these Rules.
- C. No unlawful, business, or commercial activity (except for limited professional use as may be authorized by the Directors in accordance with the Declaration) is allowed within the Condominium. This includes units, garages, common areas, waterfront, etc. The Directors shall have the authority to determine if any activity appears inappropriate and to take action necessary to correct the situation.
- D. The Association reserves the Right of First Refusal as stipulated in Article IX-1 of the Pine Harbor Condominium Declaration for the sale or lease of 6 months or more of a Condominium Unit.

### II. BUILDING EXTERIORS:

- A. Modifications or alterations, temporary or permanent, to the exterior of any building, either to the structure or the appearance, shall not be made unless specifically approved by the Directors. Examples of prohibited changes are awnings, sun shades, patio covers, patio enclosures, patio screens, fences, air conditioners, window grates, flags, or signs of any type. Requests for approval of modifications shall be made to the Directors in writing with appropriate drawings or sketches.
- B. Firewood may be stored on patios provided: (1) neither the wood nor any means of containment (e.g. rack) extends beyond privacy walls, and (2) the containment is free-standing (not supported or braced by building, privacy wall, deck or deck support, or stakes in the ground).

### III. COMMON AREAS AND LIMITED COMMON AREAS:

- A. Clothes or other materials shall not be hung or shaken from windows, placed on window sills or exterior clotheslines, draped from balconies, railings, fences, trees, grass, or otherwise left or placed in such a way as to be exposed to public view.
- B. Garbage and trash shall not be permitted to remain in public view or the exterior view of any unit owner; it shall be placed in the trash sheds, separated in accordance with Town of Wolfeboro ordinances (see cover page).
- C. Tools, sporting goods, boats, boating equipment, bicycles, and other personal articles and equipment must be kept within the unit or storage area designated by the Directors for use of the unit owner.

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- D. Owners may plant flowers in the immediate vicinity of their units with prior approval of the Directors. The type of planting shall not detract from the appearance of the area and shall blend with the overall landscaping of the property.
- E. Signs of any type shall not be displayed to public view in any way.
- F. Owners may not install exterior antennas for television or other communication equipment or services without advance written approval of the Directors.
- G. Firewood shall be neatly stacked and stored in areas designated by the Directors.
- H. Any improvements, maintenance, and landscaping of the common areas shall be done only under the supervision, or with the approval of the Directors. This includes cutting or pruning of trees, modifications to the lighting and other common area services, etc.
- I. Use of the common areas is restricted to recreational activities which do not injure, scar, or alter the appearance of the vegetation, natural or cultivated, or increase the maintenance cost thereof, nor cause unreasonable commotion, noise, disturbance, or annoyance to the owners in the quiet enjoyment of their units. Examples of activities that are excluded from grass or walkway areas adjacent to units are: riding of bicycles, motorcycles, mopeds, or snowmobiles; kite flying; playing ball, or any other sport of any kind. Examples of activities that are excluded from the playground are sports causing repetitive wear of the same grassed areas (such as baseball, one-a-cat, etc.) and riding of dirt bikes, snowmobiles, or other vehicles which would injure the grass cover of the underlying leach fields.
- J. Vehicles or other means of conveyance shall not be parked in public walkways, driveways, or storage areas, but only in areas designated for such use.
- K. BB guns, air rifles, bows and arrows, darts, slingshots, firearms, or like devices shall not be actuated or discharged on or in the vicinity of units, or in common or limited common areas.
- L. Structures shall not be erected for storage, play, or protection of personal property.

#### IV. PARKING AND VEHICLES:

- A. Vehicles of owners, lessees, and guests shall be parked only in the two spaces or in the garage(s) assigned to the owner, or in spaces designated for guest parking. Only one vehicle, limited to a car or light-duty vehicle, may be parked per space. No vehicles are to be parked at pathway to beach between buildings 1 and 2 for other than "live" drop-off or pick-up.
- B. The Condominium Association or the Directors or their agents are not responsible for loss or damage to parked cars, other vehicles, boats, or other property.
- C. "Live" parking for pick-up or delivery of passengers or articles is permitted for short periods of time as is necessary and reasonable.
- D. Boats, trailers, campers, recreational vehicles, snowmobiles, tools, equipment, or materials of any nature may not be kept, parked, or stored outside any building in view, except in places designated by the Directors for the exclusive storage of such items.

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- E. All vehicles shall be restricted to designated roads, service areas, or parking lots. Motorcycles, motor scooters, snowmobiles, bicycles, and the like are restricted to areas designated by the Directors. Unregistered and/or uninsured vehicles (gasoline, electric, diesel, or propane powered) are not allowed on any roads within the Pine Harbor Condominium Association.
- F. The speed limit for all vehicles within the Condominium grounds is 15 miles per hour.
- G. Repairs to vehicles shall be conducted only in garage units. Disposal of oil or other engine effluent on the property is prohibited.

V. UNITS:

- A. Occupants shall not make or permit any noises which disturb other residents in the buildings, nor do, nor permit to be done, anything therein or outside which interferes with the rights, comfort, or convenience of other residents.
- B. Occupants shall not play, nor permit to be played, any musical instruments, nor permit to be operated any radio, phonograph, or television if the same shall disturb or annoy a resident.
- C. No pets are allowed to be kept in units or on Condominium grounds. The Directors may waive this provision, in writing, for a period of up to three years, for a specified owner's pet, which waiver may subsequently be rescinded by the Directors for any violation of the waiver. In general, the conditions for a waiver and for its continued existence would include, but not be limited to the following:
  - 1. Waiver shall be obtained in writing before pet is taken into a unit.
  - 2. No pet shall be allowed that becomes an annoyance, a nuisance, or a physical threat.
  - 3. Pets shall be leashed at all times when on Condominium grounds, but are not allowed on the beach or main dock at any time. Pet attendants may not allow a leashed animal to excrete on the lawns, gardens, walkways, roadways or parking area. Should a so leashed animal excrete inadvertently in such areas, the pet attendant must remove the excrement immediately.
  - 4. Owners will be totally responsible for any injuries or property damage caused by their pets.
- D. Owners, guest, and renters shall reduce noise levels after 11 p.m.
- E. Owners shall provide the Directors a duplicate key for emergency access to their units during periods of absence. Access is required for investigating or stopping an apparent serious condition such as smoke, fire, water leakage, or gas escape, and for maintenance procedures approved by the Directors such as chimney cleaning.
- F. No owner, tenant, or guest shall divert any contractor or employee from Condominium business, nor shall he/she direct, supervise, or in any manner attempt to assert control over such Condominium contractor or employee while engaged in Condominium business.
- G. No activity shall be done or maintained in any unit or upon any common area which will increase the rate of insurance thereon, unless such activity is first approved in writing by the Directors.
- H. Owners/lessees shall close the main water shut-off valve in their unit when leaving the unit unoccupied for a week or more. (See cover page.)

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- I. Patio windows and glass doors, through which unfinished basement rooms or basement rooms used for storage are visible, shall be covered with drapes, curtains, or the like showing a neutral color to the outside.
- J. Owners should use only those dish and laundry detergents which are labelled as "no phosphorus" or as having only trace amounts (0.5%).

VI. BALCONIES (DECKS):

- A. Cooking shall not be done on balconies. Gas or charcoal grilles shall not be used under decks or within four feet of the area/patio immediately below a balcony or within four feet of any building exterior, building extension or privacy wall.
- B. Objects of any kind shall not be placed or mounted on balcony railings.
- C. Bird feeders shall not be placed or mounted on balconies or railings.
- D. Articles such as rugs, towels, draperies, bathing suits, dust mops, etc., shall not be shaken from nor hung on balcony railings. Balconies are to be kept neat and not used for storage.
- E. Jumping, or throwing objects, from balconies is prohibited.

VII. DOCKS AND WATERFRONT (UNITS 1 - 28):

- A. Units 29 - 34 have no swimming, docking, or waterfront rights. However, usage by owners, guests, or tenants of these units, under the provisions of any applicable covenant with the Association, shall be subject to the same Rules as for units 1 - 28.
- B. Dock spaces and moorings will be assigned by the Board of Directors only to owners of units 1-28. Boats shall be securely tied at the assigned dock space or moored at the approved mooring so as not to damage the docks or other boats or personal property. The dock or mooring currently assigned to a unit owner may be used by a renter of that unit provided written permission (section XIV-F) has been obtained from the Board of Directors and all other conditions of these Rules are observed. The loading dock shall be used for 15 minutes maximum. By law a specific mooring is registered for use by a specific boat. Illegally moored boats are subject to removal by the Marine Patrol and subject to costs and fines associated with removal.
- C. No boats of any type may be launched from docks or beach, but only designated launching sites.
- D. Storage of boats and related equipment shall be only in areas designated for that purpose by the Directors.
- E. Toys, equipment, and personal belongings shall not be left unattended on docks, walkways, or the swimming area so as to constitute a nuisance or a hazard.
- F. No power boats, sailboats, canoes, sunfish, wind surfers, jet skis, or any other type of boat will be allowed in the designated swimming area, or to be brought up or stored on the beach.
- G. No water skiing or high speed boating will be allowed in the mooring areas.

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- H. All canoes, sailboats, dinghies, and the like shall be stored in the areas designated by the Directors for such storage.
- I. Boats tied up at Association docks or moorings may not exceed 24 feet length overall, size is to be determined by the Manufacturer's Length Overall (L.O.A.). Any boat which the Board judges to be potentially damaging to docks or moorings may be prohibited. The Board has determined from experience that cabin cruisers have caused damage to the facilities and are thus prohibited.
- J. No pets are allowed on the beach or along the waterfront.
- K. No alcoholic beverages may be consumed on the beach or in the waterfront area. All soft drinks shall be consumed from cans or unbreakable containers.
- L. No "horseplay" is allowed on the docks or in the waterfront area.
- M. All sand castles, sand sculptures, etc. shall be levelled and the beach returned to its original state after use.
- N. Dock power shall not be used for overnight stays, refrigeration, extended periods of time, or other than occasional short-term use.
- O. No trash shall be left at the beach or waterfront area at any time.
- P. No dock hardware including, but not limited to, bumpers, cleats, whips, or rings shall be installed or modified, nor shall any other alterations of the docks be made without the written consent of the Board of Directors.
- Q. Condominium lawn chairs may not be reserved or removed from the deck.

VIII. TENNIS COURT (UNITS 29 - 34):

- A. Units 1 - 28 have no tennis court rights. However, usage by owners, guests, or tenants of these units, under the provision of any applicable covenant with the Association, shall be subject to the same Rules as for units 29 - 34.

IX. GARAGES:

- A. Owners or lessees may use garages for protection or storage of their vehicle and other property. Garages may not be leased separately from the units except as may be approved by the Directors.
- B. Usage of the garages shall not result in generating noise nor effluent that detract from the other owners' quiet enjoyment of the premises.

X. COMPLAINTS:

Complaints or reports of infractions of these Rules should be made expeditiously and preferably in writing to the Property Manager for referral to the Directors. They should be as specific as possible, including time, date, circumstances, person(s) involved, duration, frequency, and the nature of the infractions to permit prompt corrective action to be taken. Rules changes may be made, or a special meeting of the

owners called by the Directors, to deal with frequent complaints or flagrant violations.

#### XI. FEES AND ASSESSMENTS:

- A. Owners shall pay a periodic fee to fund the needs of the approved Condominium Budget. The amount and frequency of the fees are to be set by the Directors. In addition, Special Assessments may be levied by the Directors to cover extraordinary expenses. Notification of fees and assessments, their amounts, and due dates shall be issued by the Treasurer as specified by the Directors.
- B. The Directors may assess interest and late payment charges, and take other actions, as prescribed in the Bylaws, for any delinquency in payment of fees or assessments.
- C. The Board of Directors may assess fines of up to but not exceeding \$1000 for any violation of the Condominium Rules or Bylaws.
- D. Additional liability. Each owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by their acts, neglect or carelessness and be liable for associated out-of-pocket expenses Association insurance deductibles."

#### XII. DIRECTORS' AUTHORITY:

To the extent permitted by law and the Condominium Declaration and Bylaws, the Directors shall have the authority to issue or deny approval of any exception to these Rules. Such approvals shall be in writing and may be for the resolution of temporary problems or situations. Approvals may be revoked at any time.

#### XIII. ENFORCEMENT COSTS:

Cost and expenses including reasonable attorneys fees incurred in enforcing these Rules shall be assessed against the violator and/or the unit owner responsible for the violation.

#### XIV. RENTAL OF UNITS:

- A. All renting or leasing agreements must be in writing and incorporate the Condominium Rules and must be signed by the prospective tenant, realtor (where applicable) and unit owner. No unit may be leased not more often than once every sixty (60) days, for a period of not less than thirty (30) days, unless written approval is obtained from the Board of Directors due to hardship.
- B. Units must be rented to a single family only, with no more than two persons per bedroom.
- C. Unit owners desiring to lease or rent units must, at least seven days prior to date of proposed occupancy, submit a copy of the proposed lease to the Board of Directors for approval along with a registration fee of \$100 (plus an additional \$50 if rental includes use of an assigned dock or mooring as covered in XIV-F) prior to executing said lease. Unit owners leasing their units hereby agree that they are liable for the actions of their tenants and are responsible for unpaid assessments and fines incurred by their tenants. Any costs associated with a rental will be assessed to the unit owner. If the Board of Directors notifies a Unit Owner that his tenant has repeatedly violated the Declaration, By-Laws or Rules and Regulations, the unit owner shall immediately terminate the lease and initiate eviction proceedings against said tenants. Failure to comply with this paragraph shall constitute a violation of these Rules and may result in a fine to be determined by the Board of Directors of up to but not exceeding \$1000. Serious rental violations will result in swift action including a fine of \$1,000 for each violation.

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D. All leases will conform to New Hampshire Law and shall be required to contain the following specifications:

(a) Leases must specify the full names of all proposed tenants authorized to occupy the leased unit. Expeditious PHCA approval requires the provision of legible address, telephone number and other information about where the proposed renter/s may be reached prior to Condominium approval. Unanticipated overnight guests must conform to limitations of B above for total occupancy.

(b) No sublease of any unit shall be permitted.

(c) Leases shall state that the unit owner is responsible for the payment of all condominium assessments.

(d) Leases must contain the following statements:

The renter or lessee agrees to abide by all provisions of the Condominium Rules and By-Laws.

**THIS LEASE WILL TERMINATE AND EVICTION PROCEEDINGS WILL BE INITIATED UPON NOTIFICATION THAT THE TENANT HAS REPEATEDLY VIOLATED THE RULES OR BYLAWS OF THE CONDOMINIUM ASSOCIATION.**

E. Renters may not keep pets in the Condominium without a prior written waiver from the Directors for a period of up to but not exceeding three years, in which case they are subject to Section V-C.

F. The renting unit owner (units 1-28 only) may allow a renter to use the dock or mooring currently assigned to that unit provided that the following conditions are met:

(a) The unit owner has requested permission from the Board of Directors and has provided the boat registration number and paid an additional \$50 registration fee at the time the lease is submitted for approval (see XIV-C).

(b) The boat conforms to the requirements of section VII.

(c) In the case of a mooring, that the boat length limitation of VII-I will be satisfied as well as the registration requirements necessary for the use of a particular mooring by the particular boat have been completed with the Mooring Division of the State of New Hampshire Department of Safety.

(d) Prior consent in writing has been provided by the Board of Directors.

REVISIONS

Date

1/4/2001 Change XIV-C to reflect \$1,000 fine for serious rental violations.

1/4/2001 Change VII-I to further define boat requirements for boats tied up at Association docks.

3/27/2001 Change V-C cover limitations on waivers in more detail.

6/9/2001 Change in rental frequency based on amendment to PHCA Declaration.

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## PINE HARBOR CONDOMINIUM ASSOCIATION RULES

Effective, June 9, 2001

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### TRASH SEPARATION

Wolfeboro has an incinerator, and therefor **REQUIRES** that trash be separated. Our trash removal contractor must enforce this requirement, and will **REFUSE TO COLLECT** our trash or, at the least, charge us for separating it, if we don't comply. Signs are posted in the trash sheds for depositing:

**GLASS** -- separated by color **BROWN, CLEAR, GREEN**

**CANS** -- both steel and aluminum, and other metal

**OTHER** -- for our own convenience, clean paper and cardboard on the shelves; other waste, including kitchen garbage in tied plastic bags, in the bins.

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### AWAY IN WINTER?

We can lose electricity and heat for days after a winter storm. If you will be away more than a few days in the winter, do the following to minimize freeze damage which might occur:

1. Set thermostats at lowest printed temperature (NOT off).
2. Turn off the main 1/4-turn water supply valve.
3. Open all faucets, hot and cold (shower controls at "warm").
4. Flush all toilets.

This will NOT completely drain your system, so a hard freeze could still cause trouble. A plumber can drain it completely.

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### SEPTIC SYSTEM "DON'TS"

You **DON'T** have city sewers at Pine Harbor! **DON'T** dispose of any of the following down the toilets or garbage disposal units:

Kitchen fat or other oils; feminine hygiene items; paints or chemicals; coffee grounds.

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### EMERGENCY PHONE NUMBERS

Fire/Rescue/Police 911

Septic Pump Alarms (on garages opposite Units 24 & 34)  
DFB (Dave Bye, Agent to PHCA Board of Directors) 569-0632

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**RESOLUTION OF THE BOARD OF DIRECTORS  
PINE HARBOR CONDOMINIUM UNIT OWNERS ASSOCIATION**

I, Lawrence J. Varnerin, Secretary and Director of the Pine Harbor Condominium Unit Owners Association, do hereby certify that meeting were held of the Directors of the Association on Jan. 4, 2001 in Greenland, NH (with respect to changes in Rules XIV-C and V-C of the Rules and Regulations of the Association), on March 27, 2001 in Greenland, NH (with respect to changes in Rule V-C of the Rule and Regulations of the Association) and on June 9, 2001 in Wolfeboro, NH (relative to changes in Rule XIV-A required by changes in the Association Bylaws passed a two-thirds vote of Association Unit Owners).  
**IT WAS VOTED AND HELD:**

That the Board of Directors, pursuant to the Declaration and Bylaws of Pine Harbor Condominium as recorded in the Carroll County Registry of Deeds at Book 898 Page 389 as amended, hereby adopts the attached Rules and Regulations and direct that this Resolution and Amended Rules and Regulations be recorded in the Carroll County Registry of Deeds.

I further certify that the Bylaws of this Association remain in full force and effect and that the above vote is not contrary thereto.

DATED: July 12, 2001

Witness: Maria E. Varnerin

Lawrence J. Varnerin  
Lawrence J. Varnerin, Secretary, Director

Witness: Sherril P. Carney

H.E. White  
H.E. White, President

Witness: [Signature]

Mary Boyle  
Mary Boyle, Director

Witness: Maria E. Varnerin

Dan Calileo  
Dan Calileo, Director

Witness: Sherril P. Carney

Dan Donahue  
Dan Donahue, Director

Witness: Jane F. Jensen

P. Jensen  
P. Jensen, Director

Witness: Jani J. Musselman

R. Musselman  
R. Musselman, Director

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RECEIVED  
CARROLL COUNTY REGISTRY  
2001 JUL 18 PM 2:23  
Jill O. Brooks  
REGISTER OF DEEDS