

NOTCH VIEW CONDOMINIUM OWNERS' ASSOCIATION

LINCOLN, NEW HAMPSHIRE

RULES & REGULATIONS

The following regulations have been adopted by the Board of Directors of Notch View Condominium Owners Association to govern the overall conduct of those using the complex. It is incumbent upon every unit owner to discuss these items with their families, guests and anyone using their unit. Please understand that this is a private community in which everyone must share a mutual responsibility for its continued success. Please leave this information in your condo for quick reference.

GENERAL:

The Condominium and each Unit may be used only as a residential residence for the use of the Unit Owner(s), guests and occupants using or renting the Unit from the Unit Owner(s). For more information regarding guests and renters please see ***Renters Rules.***

Please respect a quiet period from 10:00 PM to 7:00 AM. The volume of television, radio and stereo equipment must be kept at a level that cannot be heard from outside the unit. At all times, please be respectful of neighbors and guests. Please control activities which may transmit noise and vibrations to other units. As a reminder, per your By-Laws, no nuisances shall be allowed on the Property or shall any use or practice be allowed which is a source of annoyance to its residents of which interferes with peaceful possession or proper use of the condominiums by other.

COMMON CHARGES AND ASSESSMENTS:

Common charges and assessments may be paid monthly or quarterly. Written statements are sent to each unit owner by the Management Company, Lincoln Condominium Management Group every quarter. Any Unit Owner who fails to pay common charges or assessments within fifteen (15) days after they are due will be assessed a late charge of \$25 per month of that quarter in addition to one and one-half (1.5) percent finance charge for any invoice over 30 days.

RENTING:

Upon renting a Unit, Unit Owners must submit a signed copy of the ***Rental Registration Form*** to the Management Company for any rentals. Owners that are working with a realtor and/or Online Platform (like Airbnb and VRBO) must complete and submit the ***Rental Registration Form*** on the Notch View's website at <http://notchviewcondos.com>. Failure to submit a completed Renter Registration Form can result in a fine of \$50 per violation. Owners that are renting must display a copy of the Renter's Rules in their unit, as well.

The maximum occupancy for a rented unit is 6 persons.

The penalties for repeat rental violations are as follows:

1st Violation – Certified Written Warning from the Board of Directors.

2nd Violation – \$50.00 FINE per day until resolved.

3rd Violation – \$100.00 FINE per day until resolved.

4th Violation – Suspension of rental privileges for a period of no less than 90 days and no longer than 1 year.

PARKING:

Two parking spaces are provided for each Unit, and Unit Owners and renters are required to park in the designated lot. A maximum of two (2) vehicles per Unit are permitted to park in Notch View parking lots, and all vehicles brought on Notch View property must be parked in designated parking lots.

1. All parked vehicles must be registered, insured and in operating condition.
2. There is no parking in front of building entrances, in front of dumpsters or in fire lanes.
3. No vehicle repair or maintenance is to be performed on the property, including washing cars.
4. No recreational vehicles, campers, boats, trailers or snowmobiles are allowed anywhere on the property. The exceptions to this are:
 5. Moving trucks and trailers. These are allowed on the property for loading and unloading only. Once loaded/unloaded, they must be moved off property — NO overnight parking.
 6. If an Owner chooses to park their snowmobile at Notch View. Owners, and only owners, must complete a Snowmobile Application Form and submit it to the Management Company. The *Snowmobile Application Form* and the complete rules are available on Notch View's website or from the Board.
 - All snowmobiles must be registered and have liability insurance on them. Unit Owners may notify the Board or the Management Company if they believe that a snowmobile not belonging to a Unit Owner is parked on the premises.
 - Snowmobile trailers are not permitted on the property. Only the snowmobile may be parked after your application is approved by the Management Company. Snowmobiles must be parked in the designated areas only. Trailers are permitted on the property for loading and unloading of snowmobiles only. Once loaded/unloaded, they must be moved off the property. NO overnight parking.
 - All snowmobiles must be off the property by May 1.

WINTER SEASON:

Parking lots are plowed after each snowstorm.

1. All vehicles **MUST** be moved when the plow comes through. If you must leave the premises before the lot has been plowed, do not leave any vehicle behind without arranging for someone to move it when the plow arrives.
2. If your vehicle was not moved during plowing, you are responsible for shoveling any unplowed snow left behind from you not moving your car. Failure to do so will result in a fine of \$50.
3. Rear decks must be kept shoveled to prevent collapse. If your deck collapses because of excess snow, per the By-Laws, you are responsible for all repair/replacement costs from any damages.
4. Keep screens on sliding glass doors in the open position to prevent freezing.
5. Keep the thermostat in your Unit no lower than fifty (50) degrees to prevent freezing and bursting of pipes.
6. Owners with New Hampshire registered snowmobiles who wish to bring them onto the property must obtain the approval of the Board of Directors in advance. See rules for parking snowmobiles at Notch View in the previous "Parking" section.

WOOD STOVES:

1. Owners must supply their own wood. There is no firewood for common use at Notch View.
2. For everyone's safety, a working fire extinguisher should be available in every Unit.
3. **DO NOT** dump ashes or partially burned wood into dumpster — doing so may cause a fire.
4. Place all ashes and partially burned wood in the metal containers marked "ASHES" located next to the dumpster. No ash containers are allowed anywhere else on the property but the dumpster area.
5. Do not dump ashes anywhere on the property.

6. Do not put partially burned logs on decks or drop them over deck railing.
7. When ash containers have been cooled for a period of one week or longer, the contents may be poured into the dumpster to free the container for further use.

FIREWOOD:

1. No more than one-half (1/2) cord of wood may be stored on decks.
2. Each Unit is to use one (1) area for their supply of wood. Make sure that firewood is at least 6 inches away from the building/structures and it is contained in a wood holding device to preserve buildings and attached structures.
3. Firewood may not be left in the parking lot for more than one (1) day, regardless of the season.
4. Please clean up the mess left from your wood delivery when done stacking your wood.
5. Please keep your stacked wood area neat.
6. If you cover your firewood with a tarp, please use a brown tarp only, so they all look the same.

GROUNDS AND DECKS:

1. No fireworks of any kind are allowed on Notch View property.
2. No charcoal or gas grills, hibachis are to be used on any decks according to NH State Fire Code. No charcoal grills, outdoor fireplaces, hibachis or open fires are permitted anywhere on Notch View property according to local fire code. Common area grill is available for all unit owners only.
3. Electric grills with a safety certification from a nationally recognized testing laboratory, such as Underwriters Laboratories (UL), and is considered a non-open flame cooking device safe to use. Owners with an electric grill need to prove the Management Company with a copy/photo of the certificate for the Association's records.
4. No clotheslines may be installed on decks or outside your Unit.
5. No items such as laundry, towels, etc. are to be hung on deck railings or fences.
6. Do not leave trash outside any Unit or outside the dumpster. Trash is an attractive nuisance for wild animals.
7. No construction equipment or materials, and no canoes, kayaks, ATV's, etc of any nature may be stored outside any Unit, including front and rear decks, common areas and parking areas.
8. No more than one-half cord of wood may be kept on any deck. Refer to "firewood" section above for firewood storage requirements.
9. No chopping of wood on decks.
10. No cutting trees on Notch View property. Notify the management company if you notice that a tree has fallen on the property.
11. No tires, oil, furniture, appliances or debris other than ordinary household trash generated in your Unit can be deposited in the dumpster. Take all restricted items to the Town recycling center. Nothing is to be left around the dumpster — all trash must be placed inside the dumpster.
12. Unsupervised play in parking areas is **DANGEROUS**. Children should play in grassy or wooded areas.
13. Do not litter the grounds with cigarette butts. Dispose of them properly.
14. No rugs other than a welcome mat are allowed on the decks.
15. The outside common area storage to be used by owners only and is limited to items pertaining to their unit at Notch View.

POOL USE:

THERE IS NO LIFEGUARD ON DUTY. All Unit Owners, their families, guests and renters must abide by posted rules and the following rules and guidelines:

1. Pool Hours are from 9 AM to Dusk

2. No "boom boxes" or similar devices are allowed in the pool area.
3. No glass bottles or glassware in pool area.
4. Children must be supervised by an adult **AT ALL TIMES**. Children aged 16 and under must have parent or adult in the pool enclosure with them.
5. All chairs and toys must be removed from pool area each evening.
6. No large floats may be used when others are using the pool.
7. No water balloons.
8. No excessive noise.
9. Use courtesy and refrain from smoking in the pool area while non-smokers are present.
10. No pets are allowed in the pool or pool area.

MAINTENANCE:

The maintenance and use by Unit owners of porches, decks, yards, parking spaces and other common areas and facilities shall be done so as to preserve the appearance and character of the Condominium without modification. (Please contact the Management Company or refer to the *maintenance specifications* for details.) Windows and doors are owners responsibility, however if replacing they must be the same style, size and color as is currently there. Prior to replacing windows and/or doors you must notify the Management Company in doing so. Any interior construction or remodeling, owners must refer to the By-Laws and notify Management Company prior to performing the construction.

To prevent possible chimney fires, which could cause extensive damage to the common areas of the Condominium, the Management Company will schedule an annual inspection and cleaning. The Management Company will notify each Unit Owner of the date of the inspection and cleaning, generally the last or second to last Saturday in August. If you are not present for the inspection and cleaning, you may provide a Management Company with a key to your Unit. You may hire your own certified chimney sweep to inspect and clean your chimney, in which case you must provide the Management Company with written certification that your chimney has been inspected and cleaned. Due to the safety concerns involved, failure to comply with this regulation within 30 days of the scheduled annual inspection will result in the assessment of a fine of \$350.00. Additionally, you must hire a certified chimney company to clean your chimney at your expense and present evidence to the Management Company and Board.

PETS:

1. Not more than 2 common household pets shall be kept or maintained on the property.
2. Renters, or those using the Unit who are **not owners**, are not permitted to bring pets to Notch View.
3. Pets are to be kept on a leash **AT ALL TIMES** when outside your Unit, including on the decks.
4. Keep pets away from shrubs and flowers and remember to "scoop their poop" and dispose of it.
5. Pets are not permitted in the pool.
6. Pets are not permitted in the courtyard area.
7. If your pet makes excessive noise in your absence, in fairness to others, please do not leave it alone in your Unit. Muzzle your pet if needed to stop the barking

DECK ROOFS/AWNINGS:

The owner or owners ("owner") of a first floor (lower) unit may, at his, her or their sole discretion, install an under deck roof. The following requirements and restrictions shall apply to such roofs:

1. The roof must be installed by, or under the supervision of, a licensed contractor.
2. The roof must meet the specifications set forth by the Board of Directors and Management Company.
3. The owner shall be responsible for all costs of installation, maintenance, repair and replacement.

4. The roof must be cleaned yearly and as needed. If required cleaning is not performed, the Management Company will perform the cleaning and bill the owner for the expense thereof. If, in the opinion of the Management Company and the Board of Directors, an owner has consistently neglected the responsibility to maintain the roof, the Board of Directors may have the Management Company remove the roof and bill the owner for the expense thereof.
5. The owner shall be responsible for any damages due to negligent installation, use, maintenance, removal or replacement of a roof, in accordance with the Condominium Association By-Laws.
6. The owner shall be responsible for the posting of a \$250 cash bond/security before any construction commences. Please contact the Management Company for details.

The owner or owners (“owner”) of a second floor (upper) unit may, at his, her or their sole discretion, install a retractable awning. A SunSetter 900XT or 1000XT would be an example of this type of awning. Additional options are also available for these awnings such as side panels and screening. The following requirements and restrictions shall apply to such roofs:

1. The awning must be installed by, or under the supervision of, a licensed contractor.
2. The awning must meet the specifications set forth by the Board of Directors, as amended from time to time.
3. The owner shall be responsible for all costs of installation, maintenance, repair and replacement.
4. The awning must be kept retracted when the unit is unoccupied.
5. The awning must be kept in good condition.
6. The owner shall be responsible for any damages due to negligent installation, use, maintenance, removal or replacement of a roof, in accordance with the Condominium Association By-Laws.
7. The owner shall be responsible for the posting of a \$250 cash bond/security before any construction commences. Please contact the Management Company for details.

BOARD APPOINTMENT:

Members who wish to be appointed to the Board of Directors must be in good financial standing with the Association. Current Board members may not have a balance that is more than 30 days past due. Board members with past due balances will be removed from the Board.

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