

RULES AND REGULATIONS
OF
LEDGEWOOD HILLS
CONDOMINIUM ASSOCIATION

West Hollis Street, Nashua, New Hampshire

Amended 20 April 2022
Effective 1 May 2022

Rules And Regulations
of
Ledgewood Hills Condominium Association
(The “Association”)

THE NEED FOR RULES AND REGULATIONS

The degree to which residents respect each other’s rights will ultimately shape the quality of life at Ledgewood Hills.

Condominium Association Rules and Regulations have been formulated to secure and preserve the right of residents to the enjoyment of their community.

The Board of Directors, of the Ledgewood Hills Condominium Association, hereinafter called the Board, has the responsibility to enforce and support the Declaration (including Bylaws), and the Rules and Regulations. These Rules and Regulations are in addition to the Declaration (including Bylaws) as established for the Condominium, and are not meant to supersede **or** to take the place of, but to augment the Declaration and Bylaws. Compliance with all of the terms and conditions as defined is required.

THE LEDGEWOOD HILLS CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS

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Ledgewood Hills Condominium Association

Rules And Regulations

1. RULE MAKING

Rules concerning the operation and use of the Unit and/or Common Areas may be promulgated and amended by the Board, provided that such Rules are not contrary to or inconsistent with the NH Condominium Act, the Declaration (including Bylaws), or any applicable law.

2. AMENDMENTS

The Board may amend these Rules and Regulations at any time as conditions warrant, provided that a written notice is delivered (either by mail or by newsletter) to all Owners advising them of the change or changes.

3. COMPLAINTS PROCEDURE

Complaints of violations of these Rules and Regulations, and/or the Declaration (including Bylaws) of the Association must be made to the Board, in writing or via e-mail, through Property Management. Any verbal complaint must be confirmed in writing or via e-mail by the complainant. Owners who do not receive satisfaction from Property Management should submit complaints in writing directly to the Board. All complaints will be kept confidential and will not be disclosed to anyone outside of the Board and Property Management. Property Management will notify the complainant in writing as to what action has been taken.

4. FINE PROCEDURE

4.1. *Levying of Fines*

- A. Fines are prescribed for the violation of any Rule, Regulation, and/or Declaration (including Bylaws). The amount of such fines shall be determined by these Rules and Regulations or by the Board. The Board reserves the right to fine individuals an amount exceeding the scheduled fines set forth herein for an openly flagrant disregard of the Rules and Regulations.

- B. Fines for violations of the Rules and Regulations, and/or the Declaration (including Bylaws) will be levied by the Board and will constitute a lien against the Unit of the Owner, if not paid, within 30 days of the assessment date, and are subject to interest, late fee assessments and legal proceedings, which will also constitute a lien against the Unit of the Owner.
- C. All costs of enforcement for these Rules and Regulations, and/or Declaration (including Bylaws), including legal fees, will be assessed against the Unit Owner.

4.2. Failure to Pay Fines and Interest

Failure to timely remit assessed fines and interest will result in the referral of the account to the Association's legal counsel and other such actions that may be deemed necessary to collect such fines and interest. All fees, including but not limited to legal fees, associated with such referral or collection, will be charged to the Unit Owner and subject to additional fines and interest until all amounts due and owing are paid in full.

4.3. Fines Not Otherwise Specified Herein

- A. Violations of these enumerated Rules and Regulations will result in the following fines and assessments:
 - First Violation: Warning Letter
 - Second Violation: \$ 50.00
 - Subsequent Violations: \$100.00
- B. The Board, at its sole discretion, may choose to take whatever other additional action it deems necessary to abate recurring or habitual offenders.

4.4. Fines for Property Damage

In all cases involving property damage, the cost of repairs will be considered separately by the Board as allowed for in the Declaration (including Bylaws). Significant financial losses will be dealt with through legal process and costs to the Association related to such legal process shall be assessed against the Unit Owner and subject to the fines and interest in section 4 for failure to pay.

5. APPEALS PROCEDURE

- A. Requests for the review of a fine, an appeal, or a request for Board audience must be made to the Board, in writing, through Property Management, within ten (10) days of the notice date. In the case of a request for a Board audience the request must be received at least 10 days prior to the next scheduled meeting.

- B. Subject to 5(A) requests for review will be heard by the Board at its next scheduled meeting. The appeal may be made in writing or in person before the Board.
- C. The decision of the Board will be given to the Unit Owner, in writing, within ten (10) days of the Board's final decision.
- D. The decision of the Board is final.

6. ENFORCEMENT

The Board shall have the authority and duty to enforce these Rules and Regulations, but, in its discretion, may delegate such authority and duty.

7. CONDOMINIUM FEES

7.1. *Payment*

- A. Each Unit Owner must remit monthly condominium fees on or before the due date which is the first (1st) day of each month. All fees received after the 10th of the month are considered late, are in arrears, and are subject to late fines, interest charges, and all collection procedures.
- B. Checks should be made payable to Ledgewood Hills Condominium Association.

7.2. *Legal Recourse*

Unsettled delinquent accounts may be referred to the Association's attorney for collection. Associated legal and collection fees, and costs will be assessed to the Unit Owner.

7.3. *Exemption*

Owners may not exempt themselves from liability for their contributions toward Common Expenses or assessments by waiver of the use or enjoyment of any of the Common Areas or by abandonment of their Units. Dissatisfaction or non-use of Common Areas does not justify the withholding of Unit Owner's shares of Common Expenses or assessments.

7.4. *Suspension of Right to Use Common Areas and Privileges*

Unit Owners, residents, lessees and guests thereof who are in arrears to the Association may have their right to use the Common Areas (including the pools, tennis courts, parking areas, roadways, grounds, and clubhouse), Association-supplied

services to the Unit (e.g. water), and voting privileges suspended until all delinquent amounts are paid. Any cost incurred by the Association to enforce such suspensions shall be assessed against the Unit Owner and subject to fines and interest as outlined above.

7.5. Collection Policy and Procedures

7.5.1. Monthly Condominium Fees

A. Unit Owner's Obligation:

It is the responsibility of the Board to establish a yearly budget for the operation of the Association, and upon approval of the budget, it is the responsibility of each Unit Owner to pay his/her share of the budget operating costs. This annual cost is due upon approval of the budget in one lump sum. It may be paid by the Unit Owner in monthly installments as long as the individual Unit Owner pays the monthly installment on schedule.

B. Acceleration of Payment:

If any installment payment is not paid when due, and that default is not cured within ten (10) days after written notice, the entire unpaid balance of the annual fee may be immediately due and payable.

C. Uncleared Checks:

If payments do not clear the bank, Unit Owner will be charged a processing fee equal to the bank fee charged to the Association's bank account, plus \$25.00.

To lessen processing expenses and collection problems Unit Owners are encouraged to make use of ACH bank payments mechanisms for monthly fee payments.

7.5.2. Special Assessments

It is the responsibility of the Board to maintain, repair and replace all of the Common Area and to provide and maintain an adequate operating reserve for replacement of the Common Area, the cost of which shall be assessed to all Unit Owners as a Common Expense.

If for any reason, including nonpayment of any Unit Owner's assessment, the reserves are inadequate, the Board may at any time levy a further assessment which may be payable in a lump sum or in installments as the Board may determine. It is the obligation of each Unit Owner to pay his/her share of the assessment when due.

7.5.3. Late Payment Charges

- A. The collection of delinquent fees causes additional administrative costs to the Association; thus, late payment charges (including legal fees) and interest will be charged to the creators of the additional expense.
- B. It is not the intent of the Association to be punitive. If a Unit Owner is having financial difficulties in making his/her payments, the Association will work with the Unit Owner in an attempt to accommodate a make-up payment schedule if the Unit Owner takes the initiative in contacting the Association.
- C. If a Unit Owner does not contact the Association to develop a payment schedule and remains delinquent, the following schedule of actions will be implemented by the Association:
 1. **Ten (10) days** delinquent past the due date of payment:

Written reminder will be sent to notify that the monthly installment is late and overdue.
 2. **Fifteen (15) days** delinquent past the due date of payment:
 - a. Fee of Twenty-five Dollars (\$25.00) will be assessed.
 - b. Unit Owner will be given written notification of late fee assessment with request for payment of both delinquent amount and late fee.
 3. **Thirty (30) days** delinquent past the due date of payment:
 - a. An interest charge at the rate of Twelve Per Cent (12 %) per annum, or the highest rate permitted by law, whichever is less, effective from due date of payment will be assessed.
 - b. Unit Owner will be given written notice of interest charge assessment and requested to provide:
 - Payment of delinquent amount, late fee and interest charges.
 - Identification of all mortgagees and lien holders of record against the Owner's Unit, including full name and address. If such is not provided, the Unit Owner will be notified of the intent to perform a title and credit search if the information is not provided, the cost of which will be charged to Unit Owner's account.

4. **Sixty-one (61) days** delinquent past the due date of payment:
 - a. Owner will be notified of intent to suspend all rights to use the roadways, tennis courts, pool, clubhouse, and voting privileges. The Board may take whatever action it deems necessary to stop, abate, enjoin or remedy such continued use upon suspension. Such action may include, but not limited to, towing of vehicles, the cost of which will be borne by the Unit Owner.
 - b. Additionally, the Owner will be given written notice of the Association's intent, if delinquencies are not remedied by Ninety (90) days past the due date:
 - To terminate all Association-supplied services to the Unit,
 - To file a lien on the Unit,
 - To notify all mortgagees of the delinquency, lien and terminated Association-supplied services,
 - To employ an attorney to assist with collection, whose costs will be charged to the Unit Owner.
 - c. If identification of mortgagees and lien holders by the Owner's Unit has not been provided, initiation of a title search on the Unit for liens and mortgages will be made by the Association.
5. **Ninety-one (91) days** delinquent past the due date of payment or when an amount past due is greater than the equivalent of two months of Monthly Condominium Fees:
 - a. File a lien on the Unit.
 - b. Notify mortgagees and lien holders of the Unit Owner's default and of the Association's intent to file suit for recovery and/or foreclose its lien.
 - c. Terminate Association supplied water services to the Unit. All costs associated with the termination and subsequent reconnection of service, including but not limited to any and all plumbing, construction, repair costs, locksmith, and management fees will be assessed against the delinquent and defaulting Unit Owner.
 - d. Initiate any other legal action the Board deems appropriate to obtain the delinquent fees and charges.
 - e. Tow any and all Unit Owner's vehicles parked on either the Common or Limited Common Areas, or take any other abatement action the Board deems necessary.

8. PROPERTY USE

8.1. *General*

- A. Each Unit shall be occupied and used only for private residential purposes by the Owner and his/her family, or by lessees or guests of the Owner. Because of the potential for disrupting the quiet residential character of our neighborhood, participating in an activity inside or outside the unit that necessitates people regularly coming to and going from the Unit to transact the business/service requires approval of the Board. No industry, business, trade or commercial activities, other than home professional pursuits without additional on-site employees, or co-workers, commercial visits or non-residential storage shall be conducted, maintained or permitted.
- B. This restriction shall not be construed as prohibiting Owners from leasing their Unit, subject to the limits pertaining to leasing as stipulated elsewhere in these Rules, as long as the lessees thereof occupy and use the leased premises in accordance with the provisions hereof.
- C. The use of the Common Areas, including, but not limited to, the clubhouse, the exercise room, the pools, the tennis courts and the playground area, is restricted to Unit Owners, lessees, and their respective children and guests, each as permitted in these Rules and Regulations. Use of Common Areas is at the individual's own risk. Unit Owner hereby indemnifies and holds the Board harmless from and against any claims, losses or liabilities resulting from Unit Owner's, or Unit Owner's respective children, lessees and/or guests, use of the Common Areas, provided that any such claims, losses or liabilities were not the direct result of the Board's gross negligence or willful misconduct.

8.2. *Common Areas*

- A. Common Areas shall not be used in a manner which is inconsistent with the residential character of the property. Common Areas consist of the entire property other than the Units. The use of term "Common Area" shall mean both common and limited Common Areas.
- B. No one shall obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common Areas; nothing shall be stored in the Common Areas without prior written consent of the Board. The cost to repair or replace Common Areas will be assessed to the Unit Owner(s). The Board, without prior warning, may take whatever action it deems necessary to stop, abate and enjoin such obstruction, waste, or damage to the Common Areas.
- C. Nothing shall be exhibited, altered, constructed on, or removed from the common property without the prior written consent of the Board.

- D. No noxious or offensive use shall be made of any part of the property, and nothing shall be done therein which is or will become an annoyance or nuisance to others.
- E. No use shall be made of any part of the property which will constitute a fire hazard, or which is in violation of any governmental regulation applicable thereto.
- F. No automobile repair or maintenance may be done outside of the garage or inside of a midrise garage.
- G. The use of roll-off dumpsters or 'pods' is forbidden except when approved by Property Management for a specific period of time. Location and size of dumpster or 'pod' is at the discretion of Property Management.
- H. There shall be no use of Common Areas, which injures or scars the common property or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance, or annoyance to others.
- I. Fishing, ice skating and boating on or swimming in the pond are prohibited.
- J. The feeding of geese, ducks, or animals is prohibited.
- K. Smoking is prohibited in all elevators, hallways, Common Areas in midrise buildings; in the clubhouse and pool areas.
- L. The use of bicycles or motorized vehicles is confined to the roadways. Unregistered motorized vehicle, including electric powered, use is prohibited anywhere on the property.
- M. No solicitation of any kind is allowed by residents, lessees, guests, or outsiders. This includes any and all non-profit groups as well as political campaigns. Police and/or City permits to solicit are not valid on Ledgewood Hill's private property.
- N. A single recording door bell is permitted provided they are installed in the exact location of original peephole or bell location. Other recording devices may not be placed in common or limited Common Areas without written permission by the Board of Directors.

8.3. Maintenance of Common Property

Improvements, maintenance, and landscaping of the common property shall be done only by the Association, or by others in such cases as the permission of the Association has been obtained. Residents must have the written permission of the Board to alter common property.

8.4. Deck Painting

Painting or staining of decks (front, rear, steps) is required by the Unit Owner in the third and sixth years after the painting cycle by the Association; all materials must conform to those approved by the Board and Property Management. If this is not done, the Board will contract for such maintenance and assess the Unit Owner for such expense. Contact Property Management or go to the Association website for approved paints/stains and colors.

8.5. Minimal Seasonal Heating

During the winter season (November - March), all townhouse and midrise building unit thermostats must be maintained at a minimum setting of 55°F. This setting must also be maintained during any absence from the Unit such as for vacations and seasonal relocations.

8.6. Outside Activities

There shall be no organized sports activities, fires, storage or launching of boats, or other monopolizing or careless use of Common Areas, except as approved by the Board or provided herein.

8.7. Use of Grills

- A. Unit Owners are required to comply with State and local laws, including those pertaining to the use of grills, adopted by the State of New Hampshire, NFPA1, Bulletin 2017-04, issued July 18, 2017, titled *Portable Grill Use at Multi Unit Dwellings and One and Two Family Dwellings*.
- B. Midrises and Townhouses:
 - 1. Midrise and Townhouse Units may only use electric grills as they are not considered open flame cooking devices under the State Fire Code.
 - 2. No hibachi, gas grill, charcoal grill or similar device used for cooking, heating, or any other purpose shall be used, stored or maintained in any unit or on balcony, deck, under any overhanging portion of the building or on common property surrounding a Unit.
- C. Detached Units: The use of gas or electric grills is permitted on the decks; propane gas cylinders shall not be stored in any buildings. The use of charcoal grills is strictly prohibited.

8.8. *Open Flames*

No open flames such as, but not limited to, tiki torches, fire pits or chimeneas are allowed on the property.

9. CONDUCT OF RESIDENTS AND GUESTS

9.1. *Compliance*

Unit Owners and lessees shall be held responsible for the actions of their children and guests. All Unit Owners, lessees, residents and guests must comply with all laws, ordinances, or governmental regulations.

9.2. *Noise*

At no time shall noise levels be excessive so as to disturb neighbors. Residents will be expected to be respectfully quiet between 10:00PM and 7:00AM. At no time are musical instruments, radios, televisions, or other sound generators to be so loud as to become a nuisance. Any resident has the right and is encouraged to contact Nashua Police to report noise disturbances.

9.3. *Offensive Activities*

No noxious, offensive, unlawful, or unsafe activity shall be permitted at Ledgewood Hills. Nothing shall be done on the property, nor shall any use or practice be allowed that is a nuisance or cause of unreasonable embarrassment, disturbance, or annoyance to other Unit Owners or to the public, or which interferes with the peaceful possession or proper use by others.

9.4. *Littering*

Littering of any kind is prohibited. Cigarette butts, paper, cans, bottles, food and other trash are to be deposited only in appropriate trash containers, and under no circumstances are such items to be dropped or left on the ground or on other Common Areas.

9.5. *Weapons*

All weapons, as defined by law, are controlled by the requirements of the City of Nashua ordinances or State of New Hampshire laws and are prohibited from being used on the property. Neither firearms nor air guns (e.g. BB, paint, etc.) may be discharged on the property; no hunting or trapping is allowed on the property.

9.6. *Storage of Personal Articles*

- A. The storage or placement of personal property on any Limited Common Area or Common Area is not permitted except as allowed by these Association Rules.
- B. Storage of bicycles and small grocery carts is allowed in a Limited Common Area or Common Area such as midrise garages. Other personal articles, including but not limited to, toys, baby carriages, lawn chairs, etc., may not be stored in a Limited Common Area or Common Area. These items also may not be left overnight in Limited Common or Common Areas.
- C. Any permitted personal article stored on or beneath a Unit's deck cannot extend beyond the boundaries of the deck.

9.7. *Storage of Dangerous Materials*

- A. No flammable, combustible, hazardous, or explosive fluid, chemical or substance shall be kept or stored in any Unit, garage, or common or limited Common Area except as are suitable and in quantities for normal household use.
- B. Storage of any such substance shall be in proper approved containers and shall not produce conditions that create a nuisance or a hazard to the health, safety or welfare of residents.

9.8. *Work Requests*

- A. Every resident (Unit Owners and lessees) requesting any work to be done by the Association, or requesting any assistance by the Association is required to submit all requests in writing or via e-mail to Property Management. Phone calls are not acceptable unless it is an emergency, in which case the resident must follow up such call in writing.
- B. Property Management will respond to all written requests.

9.9. *Yard Sales*

No yard sales, flea markets, tag sales, or similar activities shall be allowed.

9.10. *For Profit Activity*

No activity for profit or similar activities shall be conducted outside of the Unit.

10. UNIT IMPROVEMENTS AND ALTERATIONS

10.1. *Architectural Changes*

No Unit Owner shall make any structural addition, alteration, or improvement in or to the Owner's Unit as specified in section 3.1 of the Amended and Restated Declaration (including ByLaws), dated January 1999, without first obtaining written consent of the Board.

10.2. *Requests*

All requests for architectural changes shall conform to the following procedures:

- A. Submit written request through Property Management at least sixty (60) days prior to change or construction. Unit Owners must fill out an ARC (Architectural Committee) form for any proposed exterior work, including windows, air conditioners, doors, exterior ventilation, etc. The approval form is located on the website. A drawing and or manufacturers information should also be included in the request. All requests are subject to the final approval by the Board of Directors.
- B. The Board will respond in writing to the Unit Owner within thirty (30) days of receipt of request, notifying of the Unit Owner of the Board's intent to consider and rule upon the request.
- C. The Board will rule on the request through the Architectural Review Committee within sixty (60) days of receipt of request and notify the Unit Owner in writing.
- D. If the Board rules favorably, the Unit Owner will obtain City approval and comply with all local permitting and legal requirements, as applicable.
- E. Upon approval by the City, if required, and receipt of such approval by the Board, the Board will issue a letter to the Unit Owner stating that work may commence.
- F. Work may commence.
- G. The Unit Owner must complete all work in a reasonable period of time as specified by the Board.
- H. The Unit Owner must notify Property Management when the work is completed.

11. EXTERIOR UNIT APPEARANCE

11.1. *General*

- A. Except as approved in other sections of these Rules and Regulations, no signs (including Real Estate signs), advertisements or posters of any kind, markers, balloons, ribbons, decorations, television antennas, radio antennas, television/electrical/phone/etc wiring, weather stations, refuse, awnings, outside window covering or sun shades, additional air conditioning equipment, fans, screens, clothes lines, clothing, laundry, rugs, sheets, blankets, towels, or similar material or equipment shall be installed, hung, or posted, and therefore are prohibited. Nothing may be hung, shaken or thrown from any window, deck or exterior portion of a Unit.
- B. Deck exterior carpeting is allowed with the following stipulations: the carpet must be made of 100% polypropylene and a backing of 100% polypropylene jute style material. Deck carpeting made of any other material is prohibited. The carpet must not be installed and may only be used on the deck from April 15 to November 1, each year. Deck carpeting is prohibited at all other times of the year.
- C. Due to health and cleanliness reasons, bird feeders are not allowed on 2nd and 3rd floor decks of the midrises. To discourage/prevent anything that attracts rodents, residents/lessees and/or their guests shall avoid creating conditions that attract nuisance animals.
- D. Decorations in a midrise Unit's entryway must be minimal and in good taste. The Board shall be solely responsible for this determination. Items shall not impede hallway cleaning and vacuuming. Shoes, boots, toys, etc. and boot trays are not allowed in the Limited Common Area; i.e. hallway.
- E. Satellite Dishes are permitted to be installed subject to approval by the Architectural Review Committee and provided they are on file with Property Management.
- F. Balloons and/or signage may not be posted to highlight the driving route to or identify Units offered for sale except as provided herein.
 - 1. Unit Owners or Realtors may place one sign at the intersection of W. Hollis Street, on the western side of Ledgewood Hills Drive. A second sign of the same dimensions may be placed in the flower bed divider. Two balloons may be attached to each sign.
 - 2. A directional sign may be placed at the top of the entrance road at the clubhouse lawn.
 - 3. A directional sign may be placed at the entrance driveway of a mid-rise building. No other signage, balloons, etc. are permitted at mid-rise buildings.

4. A direction sign may be placed at the intersection of Ledgewood Hills Drive and/or Dogwood Drive and a side street or side loop. No balloons allowed at this location.
5. All signage and balloons, etc. must be removed from the premises at the end of the display period, which shall not exceed 4 hours, and not more than 4 days/month.
6. Unit Owners may not post signage or balloons, etc. in their windows or upon the exterior of the Unit.

11.2. Rubbish

- A. Garbage and rubbish shall not be burned, dumped, placed or allowed to remain on the Common Areas. Trash must be set at curbside on the day of collection or the evening prior to collection only after sunset and must be in proper containers per paragraph (H) below. Empty containers must be stored out of sight after a collection, on the same day as the collection.
- B. Discarded tires, batteries (e.g. car, boat, motorcycle, etc.), liquid substances (e.g. oil, grease, paint, household chemicals such as bleach, ammonia, insecticides, cleaners, etc.), hazardous materials, automotive parts, appliances, furniture, mattresses, structural material and like items shall not be left in midrise garages or at curbside at any time.
- C. Disposal of large items (e.g. couches, mattresses, water heaters, construction material) as well as items you prefer to be recycled is the responsibility and expense of the Unit Owner. Leaving such items in common or limited Common Areas is prohibited.
- D. Midrises: Regulations covering the use of trash chutes in midrises are posted in the trash rooms on each floor and must be followed in detail. Cardboard boxes must be flattened before being placed in the midrise dumpster. Excessive amounts of building materials are not to be put in dumpsters.
- E. In consideration of residents on lower floors, midrise trash chutes should not be used before 8:00 a.m. or after 10:00 p.m.
- F. The Board encourages all residents wishing to recycle to separate disposables and take them to the Nashua Recycling Depot.
- G. To reduce the attraction of animals and birds to rubbish placed outside, it is recommended: (i) that garbage disposals be used, as appropriate, rather than placing discarded food items in the rubbish; (ii) that rubbish placed outside be doubled-bagged. Each resident is responsible for picking up trash if his/her bags are broken into.

H. Proper containers:

1. Barrels are not to exceed 32-gallon capacity or weigh more than 70 pounds when filled. Barrels must have a secured lid.
2. Plastic bags must be secured and not filled beyond their intended capacity. Dark colored bags are required.
3. Newspapers and magazines must be bundled, bagged, or in closed boxes and must not exceed 50 pounds per bundle or box.
4. All other materials must be bundled, bagged, or placed in closed boxes, and must not exceed 50 pounds per bundle or box.

11.3. Outdoor Equipment

Bicycles, sporting goods, baby carriages, doghouses, and any other personal articles and equipment shall not be left outside a Unit. Lawn furniture, when used outside, shall be kept in good condition and repair and may be located in the Limited Common Area at the discretion of the Board. Only seasonal furniture may be stored under decks.

11.4. Planting of Flowers

- A. Owners shall be permitted to plant flowers in areas approved by the Board. Such plantings shall be at the Owner's expense and subject to standards with regard to location, use, and maintenance as established by the Board. Such plantings, once planted, may be subject to contractor damage during the performance of their normal duties. Once planted, they also become common property and as such are owned by the Association.
- B. All landscaping changes, other than flowers, must be submitted to the Board and approved in advance of such changes.

11.5. Window Treatments

- A. White or neutral-backed window treatments are required for all midrise Units. All window treatments are subject to the discretion of the Board.
- B. Window grids in the detached Units must not be removed.

11.6. Firewood Storage

Firewood must be stored in the garage, or if kept outside of a Unit, shall not exceed 1/3 cord, piled neatly and stored on the front or rear deck as inconspicuously as

possible. To prevent damage to the wooden decks, firewood stored outside must be elevated at a minimum 1" off the deck to allow air to circulate. Additionally wood must also be placed in such a way that air can circulate to the Unit's siding to avoid damage to the building.

11.7. *Flags*

- A. Unit Owners may display only the U.S. Flag in good condition, and it can be displayed in the evening hours only if it adheres to U.S. display rules.
- B. All detached and townhouse Units must use an angled flagpole bracket which must be mounted on the wall where the Unit numbers are placed, and 5 inches above those numbers so that the flag will not interfere with persons walking under it. All midrise Units must use an angled flagpole bracket mounted 5 inches above the balcony railing, on the post closest to the main entrance of the building. On the rear of the midrise Unit, it should be mounted on the closest post to the middle of the building.
- C. No flagpole brackets, except as defined above, may be mounted on the walls of the Unit. All brackets must be installed so that the flag hangs away from the Unit. Flag holders must be properly maintained and attached to the exterior of the Unit in a manner which will not cause damage.
- D. In addition, all prescribed flag protocol must be observed.
- E. The flying of all other flags, banners, or pennants is prohibited.

11.8. *Holiday Decorations*

- A. All holiday decorations must be discreet and in good taste. Decorations deemed by the Board to be offensive or in poor taste shall be removed upon written request of the Board. The Board shall be solely responsible for such determinations.
- B. The Board has stipulated the following holiday decoration requirements:

Allowed:

- 1. Natural, as well as artificial, interior trees.
- 2. Interior white bulb electrical window candles.
- 3. Exterior wreaths.

Not Allowed:

- 1. Exterior holiday trees.
- 2. Exterior lighting.
- 3. Exterior decorations of any kind excepting wreaths.
- 4. Nothing else on any exterior portion of the buildings, including shrubs, trees, light posts, lawns, and decks.

- C. In all cases, holiday decorations cannot be installed any earlier than 4 weeks prior to the holiday and must be removed within 2 weeks after the holiday.

11.9. Additional Unit Numbers

Unit Owners who desire additional Unit address numbers must comply with the following:

- A. The existing numbers must not be removed.
- B. Installation of the numbers must be similar to the existing numbers – either mounted vertical or horizontal.
- C. The same style as the existing numbers must be used.
- D. Detached Units: the additional numbers may only be installed on the gray surface under the garage door light, centered on the first full row of siding.
- E. Townhouse Units: the additional numbers may only be installed on the gray surface directly under the porch light, on the first full row of siding.
- F. Lower townhouse Units: the additional numbers may only be installed on the gray surface directly under the light on the top of the stairwell, on the first full row of siding.

12. GUESTS

12.1. Conduct

Unit Owners and lessees will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Unit Owners, the Board shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Unit Owner or lessee who is the host of such guests.

12.2. Guest Parking

- A. Guest parking is the responsibility of the Unit Owner or lessee (host).
- B. Guests should use:
 - 1. The Unit Owner's assigned parking space.
 - 2. Designated guest spaces.
 - 3. The clubhouse parking area.
 - 4. The lower tennis court parking areas.

- C. Guests should not use spaces assigned to residents of another Unit. Under no circumstances shall anyone block access to a Unit Owner's garage or an entryway. Violations will be subject to the fining of the host and/or towing of the vehicle, at the Unit Owner's liability and expense.
- D. Residents who have visitors driving either a recreational motor home or a vehicle pulling a camping trailer shall apply in advance to Property Management for approval to park said motor home or trailer for a period not to exceed seven days. When approval is given, Property Management will issue a dated Ledgewood Hills parking permit.
- E. After approval is obtained, guests' motor homes or trailers may be parked only in the parking lot adjacent to the lower pool and tennis courts (next to 45 Dogwood Drive midrise) or in off-season months at the upper swimming pool parking lot. The dated permit supplied by Property Management shall be displayed in the window of the motor home, or otherwise appropriately and visibly displayed on the trailer or motor home.
- F. No electrical or plumbing hookups, or overnight occupation of these vehicles shall be permitted.
- G. Exceptions to the above for handicapped persons will be granted on a case-by-case basis.
- H. No vehicles other than passenger vehicles or commercial vehicles, each as defined in paragraph 13.2.1, or motor home or trailers defined above may be parked anywhere on the property. All vehicles are subject to section 13.

13. MOTOR VEHICLES AND PARKING

13.1. Towing

Any violation of these Rules and Regulations will allow the Association to remove and store the offending vehicle or trailer at the Unit Owner's liability and expense **without prior warning**. Neither the Association, the Association's management company, nor the Board will be liable for or responsible for any damages to any vehicle and/or trailer based on the Association's implementation of these Rules and Regulations. All Unit Owners (guests or tenants) will be responsible for any damages to their vehicles and/or trailers.

13.2. Vehicle Restrictions

13.2.1. Vehicle Definitions

- A. Passenger Vehicle. The designation of a passenger vehicle includes, but is not limited to, the following: (a) any vehicle, including motorcycles, which can be parked in a Unit's garage with the garage door completely closed, (b) vehicle with maximum dimensions of 227 inches long and 81 inches wide or at the discretion of the Board.
- B. Commercial Vehicle. The designation of a commercial vehicle includes, but is not limited to, the following: (a) vehicle with commercial registration; (b) vehicle without commercial registration, but which is clearly used for commercial purposes, such as van or pickup truck containing any commercial tools, ladder racks, equipment, cargo, materials or stores of any kind; (c) panel truck or van (i.e., van without a window); (d) vehicle with plow or similar attachment; (e) limousine; (f) vehicle greater than 2 axles or 227 inches long and 81 inches wide.
- C. Overflow Parking Lots. The parking area adjacent to the lower pool and tennis courts (next to midrise at 45 Dogwood Drive) and from Labor Day through Memorial Day, the upper swimming pool parking lot.

13.2.2. Restrictions

- A. All vehicles which do not comply with the restrictions contained herein will be fined and towed.
- B. No vehicle is allowed on the property without at least \$100,000 of liability and property damage insurance.
- C. No vehicle is allowed on the property which does not meet the residential character of the community. Further, no vehicle shall be parked in a manner that creates a nuisance to Unit Owners.
- D. No vehicle other than a currently registered and inspected vehicle or commercial vehicle, which is operable, shall be parked or stored anywhere on the property, except as provided herein.
- E. Commercial Vehicles and Vehicles with Signage:
 - 1. are to park in the lot next to the lower tennis courts only overnight.
 - 2. are **limited to one commercial vehicle per Unit**.
 - 3. with greater than two axles are prohibited.
 - 4. will not be allowed to park overnight anywhere else on the property including the roadways, parking areas, in front of Units, or in front of the garages.

- F. Passenger vehicles may be parked:
1. inside a Unit's garage with the garage door completely closed, or
 2. in assigned parking space in the midrise garage, or
 3. immediately in front of the garage door (townhouse and detached Units), or
 4. in the townhouse assigned parking space as defined in drawings Diagram D- 1 through Diagram D- 6, or
 5. in one of the guest parking spaces (designated with a G), or
 6. in one of the unassigned parking spaces in front of the midrise Units, or
 7. in one of the overflow parking lots.
- G. No vehicle (as defined above in section 13.2.1) with signage on it may be parked in front of any Unit or Unit's garage, except for short-term delivery or maintenance vehicles making deliveries or service calls. Except for Commercial Vehicles that may park as indicated above in paragraph E, vehicles with signage may be parked only in the garage with the door completely closed.
- H. No boat, mini-bike, ATV, snowmobile, truck, mobile home, camping trailer, boat trailer, utility trailer, or other similar vehicle shall be parked or stored anywhere on the property, except as defined in section 12.2 Guest Parking on a temporary permit basis. A bicycle or motorcycle may be parked in a Unit Owner's garage or in an assigned midrise garage space, provided it in no way impedes or obstructs passage of other Unit Owner's vehicles.
- I. The use of mini-bikes, trail bikes, ATVs, snowmobiles or other similar vehicles is prohibited on all Common Areas; i.e., grounds, roadways, parking areas, sidewalks, etc.
- J. Residents who use trailers, commercial vehicles, or vehicles larger than a passenger vehicle, as defined above in this paragraph 13.2.1 Vehicle Definitions, for purposes of moving in or out of Ledgewood Hills, shall apply in advance, or in a reasonably timely manner, to Property Management for approval to park said vehicle for a period not to exceed three days. This applies only if the vehicle is to be parked on Ledgewood Hills property overnight. When approval is given, Property Management will issue a dated Ledgewood Hills parking permit. The dated permit supplied by Property Management shall be displayed in the window of the vehicle, or otherwise appropriately and visibly displayed. After approval is obtained, the vehicle may be parked overnight only in one of the overflow parking lots.
- K. See also paragraph 12.2 Guest Parking above.

13.3. Speed Limit and Signage

- A. The speed limit for all vehicles throughout LedgeWood Hills is 20 m.p.h. All signage must be adhered to, including all stop signs. All stop signs require a full and complete stop before proceeding. Any substantiated violation will result in monetary fines, which will be levied against the responsible Unit Owner as provided above.
- B. Continued violations may result in the suspension of the offender's privilege to use the roadways of the community.

13.4. Parking

- A. Residents and lessees who leave vehicles in outside parking spaces while they are absent for an extended period of time must leave a set of keys for the vehicles with Property Management or a neighbor.
- B. Residents and lessees who need more than their assigned spaces must park such additional vehicles in the overflow parking lots. See paragraph 12.2 Guest Parking
- C. Written permission to use a resident's midrise garage or townhouse parking space by someone other than the resident must be on file with Property Management.
- D. Parking at any time is prohibited along the entrance roadway, within twenty (20) feet of an intersection, on lawns, in fire lanes, or any other place that may impede emergency vehicle access or create a nuisance.
- E. No parking overnight is allowed in the roadways.
- F. No parking is allowed on the roadways or courtyards at any time from November 15 to April 1.
- G. Any vehicle parked other than inside of any garage from November 15 to April 1, must be moved within 24 hours of the end of any plowable snow storm to facilitate snow removal.

14. PETS

14.1. Restrictions

- A. Common household pets (dogs, cats and birds) and qualified Service Animals are allowed after registration with Property Management. No animal shall be kept, bred, or maintained for commercial purposes on the property.
- B. No other animal shall be kept, bred, or maintained on the property.

- C. Pets shall not be permitted outside of Units unless they are leashed, accompanied and fully under control by a responsible person. Outside tethering is prohibited.
- D. The Owner of a Unit where a pet is kept, maintained or visiting shall be responsible for all damages to the common property resulting from the maintenance of said pet, and shall be assessed by the Board for such damages. Under no circumstances will a Unit Owner, lessee, or guest allow the pet to become a nuisance to others (through noise or conduct, either inside or outside a Unit). The Board may require any Unit Owner or lessee to remove from the property any pet that is deemed a continued nuisance and/or presents a danger.
- E. Any costs incurred by the Association in enforcing the Rules prescribed, or to be prescribed, by the Board for the control and regulation of pets in the condominium shall be charged back to the Unit Owner and the Unit Owner hereby indemnifies and holds the Board harmless from and against any claim, losses, or liabilities resulting from said pets owned by the Unit Owner, Unit Owner's lessees or Unit Owner guests.
- F. Owners must immediately clean up all Common Areas after their pets and are required to carry clean up devices.
- G. Pets are not allowed inside of the clubhouse, tennis courts or pool areas.

14.2. *Pet Fine Procedure*

- A. Any substantiated violation will result in monetary fines, which will be levied against the responsible Unit Owner.
- B. After repeated infractions, Property Management or the Board may require the removal of the pet or elect to contact the Nashua Animal Control Officer for appropriate action and/or removal of the pet.

15. PASSKEYS

Property Management shall retain a passkey to each Unit. Owners who alter any lock or install a new lock on any door leading into their Unit shall provide Property Management with a key for its use, as authorized by the Board. If such key/keys are not provided, the Owner shall be responsible for any damages to a door or window used for access to the Unit in an emergency or for termination of services.

16. POOL KEYS

Pool keys should be provided to Unit Owners by the previous Unit Owner at the time of sale. Replacement keys will be provided by Property Management for a fee of \$10.

17. SALE AND LEASING OF UNITS

17.1. *Notification of Sale*

- A. Upon listing a Unit for sale, the Unit Owner must notify Property Management of such action. If a Realtor is used, the Unit Owner must provide the name, address and telephone number of the Realtor.
- B. Upon the sale of the Unit, the previous Unit Owner will provide Property Management with the name of the new Unit Owner, their current address, telephone number, and move-in date.
- C. All fees and assessments must be paid prior to the sale.
- D. The seller is responsible for furnishing to the new Unit Owner prior to closing a copy of the Condominium Rules and Regulations, the Declaration (including Bylaws) and pool keys.

17.2. *Notification of Leasing*

- A. Copies of all leases must be submitted to Property Management. Leasing is restricted to residential use. Names and contact information for the lessees and copies of all leases must be submitted to management. Ledgewood Hills does not allow any "tenant at will", short term, Airbnb or similar arrangement, or sub leases. Per the Declaration, (Section 11.3 Leasing of Units) no lease shall be for a period of less than (180) one hundred and eighty days.
- B. Owners may not occupy their Units nor use the pools, tennis courts, common areas or other amenities during the term of the lease, whether or not the lessee is in residence.
- C. Owners must provide a current copy of these Rules and Regulations to lessees as part of the lease agreement, or will be subject to fines. All lessees or residents are required to comply with these Documents.
- D. Owners who lease their Units must provide Property Management with the Unit Owner's current home or business addresses and telephone numbers where they can be reached. Any change to an address or telephone number must be reported to Property Management within ten (10) days.
- E. Owners must pay for all damages, repairs, and liabilities with respect to actions of lessees and their guests.

17.3. Midrise Moving/Delivery Rules

- A. Owner/tenant must notify Property Management of move date (in or out) at least 5 business days prior to move.
- B. Owner/tenant must abide by the following moving regulations:
 - 1. Moving/Delivery hours are only from 8:00 a.m. to 10:00 p.m.
 - 2. Elevator pads must be installed before moving. Contact Property Management at least three (3) business days in advance of this move/delivery.
 - 3. Moving/Delivery vehicles shall not block garage doors or driveways at any time.
 - 4. Owners/tenants are responsible for any damage to Common Areas caused by moves or deliveries.
- C. Deliveries of items such as purchased appliances or individual furnishings require notice and are subject to the damage assessment.
- D. **All Unit Owners or lessees moving items in to or out of a Unit, including the moving of any large appliances or furniture, must do so only through the garage.** No such moves may be done through the front door or any building exit door.

17.3.1. Midrise Moving/Delivery Fines

Reported or observed violations of these moving/delivery rules will result in an automatic \$100 fine assessed to the relevant Unit Owner being moved. Further assessments will be at the discretion of the Board.

18. CLUBHOUSE

The LedgeWood Hills Clubhouse is divided into two (2) areas: The lower level (Property Management office, lavatory, changing areas, the exercise room, and saunas) and the upper level (function rooms, kitchen, and lavatory). No smoking is allowed in any of these areas. No pets, except service animals, are allowed. The Clubhouse may not be used by those Unit Owners or lessees (or their guests) who are in arrears to the Association.

18.1. Rules for the Rental Use of Upper Level

(Function rooms, kitchen, lavatories)

- A. The function rooms will be available by reservation for planned, not for profit, functions only. Reservations will be made by contacting Property Management and completing the appropriate form.

- B. All functions must be sponsored by a Unit Owner of Ledgewood Hills and must be for his/her own use for a social event. The sponsoring Unit Owner must be in attendance at all times. Following are examples of events for which the function rooms **cannot** be used:
1. Any public event or where the general public is invited.
 2. Any publicly advertised event, including news releases prior to the event.
 3. Fund raising events.
 4. The selling of any product or service.
 5. More than 75 people.
- C. Functions scheduled by authorized Committees of the Association will be allowed priority use of the facility at no charge to participants.
- D. All functions other than authorized Association Committees will be charged a usage fee to help defray associated operating costs of the facility.
- E. The usage fee, as established by the Board, shall be per function. In addition, a security deposit, as established by the Board, is required. The fee and deposit shall be paid by separate checks to the Ledgewood Hills Condominium Association, and must be received by Property Management not later than five (5) working days prior to the rental date. The deposit will be refunded after an inspection is made to ensure that the facility is returned to the same condition in which it was found. Any cost of breakage or damage, replacement of clubhouse furnishings, additional cleaning or trash removal will be deducted from the security deposit. In cases when the financial loss of cleaning and repairs is greater than the security deposit, the responsible Unit Owner shall be billed for the difference. This damage also includes any damage caused to any and all Common Areas (i.e., grounds, roads, etc.) outside of the clubhouse. If the balance is not paid within thirty (30) days, the case will be dealt with through the legal process and subject to the fines and processes set forth above. The sponsor is responsible and liable for any and all damage caused by the actions of any guest.
- F. Unit Owner hereby indemnifies and holds the Board harmless from and against any claims, losses or liabilities resulting from the Unit Owner's use of the clubhouse.
- G. The function rooms shall be available for use until 12 midnight on Friday and Saturday, and until 11:00 p.m. Sunday through Thursday.
- H. Parking is allowed only in designated, lined parking spaces: clubhouse parking lot and the lower tennis court parking area. No parking is allowed in the Clubhouse Garage driveway. Unit Owner sponsors of the function shall be responsible for advising their guests where to park so as not to infringe upon the parking areas of residents.

- I. Unit Owner sponsors shall be responsible for maintaining a reasonable sound level. During the use of the clubhouse for social functions, noise should be controlled by keeping outside doors and windows closed. Background music suitable for dancing will be allowed only from a radio, tape deck, iPod, CD, or the like. Volume should be set at a reasonable level. If residents of the area complain about noise, the sponsor will be fined \$100. Unit Owner sponsors are advised that complaining residents may also call the Police, at which time the event will immediately end and all guests will be required to vacate the premises.
- J. The Unit Owner sponsor will be responsible for the return of the clubhouse to its original state. All doors and windows must be locked. The clubhouse must be satisfactorily cleaned by the Unit Owner sponsor after rental use. Cleaning includes but is not limited to:
 - 1. Vacuum all carpets.
 - 2. Wet mop vinyl floors.
 - 3. Clean stove top, oven, microwave, and refrigerator.
 - 4. Clean kitchen counter and tables.
 - 5. All spills on flooring must be removed.
 - 6. All trash must be removed from the premises.
 - 7. If chairs and tables are used, they must be neatly returned to the closet from which they were removed.
 - 8. All lights must be turned off.
 - 9. Both air conditioners must be turned off.
 - 10. Both heat settings, in the winter, must be set to 55° F.
 - 11. Soiled carpets will be steam cleaned at the Unit Owner sponsor's expense, the cost of which is subject to deduction from the deposit.
- K. Residents and guests attending clubhouse functions are prohibited from using the lower level, pool or the pool area, or the exercise area, none of which is part of the rental.
- L. Nothing is to be taped, pinned, affixed or hung on the property, i.e. outside of the building or on the walls inside the clubhouse. However, balloons may be placed at entrance to parking lot but must be removed by renter immediately after event. Failure to comply may result in a fine.
- M. No pets or animals of any kind, except qualified Service animals, are allowed.
- N. All checks and rental forms (obtained from Property Management) must be returned to Property Management at least five (5) working days prior to the rental date. The key may be obtained from Property Management. The key must be returned to Property Management no later than the first work day following the event.

18.2. Rules for the Lower Level

(Lavatories, changing areas, the exercise room)

The lower level with the exception of the Management office and garage will be available to all residents and guests, except as otherwise provided (i.e. those attending an event).

The use of the exercise room is restricted to residents, and all residents use the facilities at their own risk and release the Board from any and all liability associated with use of the exercise room. Children under thirteen (13) years of age must be accompanied by a resident sixteen (16) years of age or older. The exercise room is available to all residents daily between 6:00 a.m. and 11:00 p.m. only. Unit Owners hereby indemnifies and holds the Board harmless from and against any claims, losses, or liabilities resulting from the Unit Owner use of the exercise room, including use by Unit Owner's children and/or lessees.

18.3. Clubhouse Fines

- A. Any violation of these clubhouse rules will result in monetary fines, which will be levied against the responsible Unit Owner. Rental deposits will be held by the Board until the complaint is resolved.
- B. Unit Owner sponsors who are fined for violations may be denied future use of the facility at the discretion of the Board.

19. POOLS

Only residents and up to four (4) guests per Unit may use these facilities. The limit of four (4) guests per Unit includes children. The pools may not be used by those Unit Owners or lessees (or their guests) who are in arrears to the Association. Non-resident Unit Owners may not use the pools. Replacement of pool keys is not the responsibility of the Association or Property Management. Keys will be provided to Unit Owners at a fee of \$10./key.

19.1. Pool Rules

- A. Residents are responsible for their guests at all times, and neither may disturb others in the pool areas.
- B. Guests may not use the pool areas unless accompanied by a resident sixteen (16) years of age or older. Residents must have a pool area gate key in their possession at all times when using this facility.
- C. Pool gate must be locked at all times per City of Nashua law.

- D. Resident and guest children under thirteen (13) years of age must be accompanied by a resident sixteen (16) years of age or older.
- E. Glass and breakable items are prohibited in the pool areas.
- F. Animals are not allowed inside the pool areas.
- G. No bicycles, tricycles, skateboards, and the like are allowed in the pool areas.
- H. All trash must be disposed of properly.
- I. Babies under three (3) years of age are not allowed in the pools unless they are wearing waterproof pants.
- J. No inflatable toys, balls, or other such objects are allowed in the pools or pool areas.
- K. No diving, running or rough play is allowed in or out of the pool. No jumping in or excessive splashing is allowed while others are in the pool. No excessive noise is allowed in the pool areas.
- L. No musical instruments are permitted in the pool areas, and no audio equipment except those which are used with headphones and are not audible to others are permitted in the pool areas.
- M. Pool safety equipment including the deep end divider line must not be tampered with.
- N. Pool furniture and equipment must not be taken from the pool areas. Chairs and chaises cannot be reserved by placing towels or clothing on them and leaving the pool area.
- O. Smoking is prohibited inside the pool area.
- P. Residents, lessees, and guests use the pools at their own risk and release the Board from any and all liability associated with use of the pools. No lifeguard services are provided. Unit Owner hereby indemnifies and holds the Board harmless from and against any claims, losses or liabilities resulting from Unit Owner's use of the pool, including use by Unit Owner's lessees, guests and children of Unit Owner, lessees and/or guests.
- Q. Pools may be periodically closed for chemical treatment, maintenance, etc. When so posted, use is prohibited.

19.2. Pool Hours

- A. The pools are open from 8:00 a.m. to 10:00 p.m. daily.
- B. The clubhouse pool is reserved for adults only swim (sixteen years of age or older) each evening between the hours of 5:30pm - 7:30pm. During adult swim time, families and children should use the upper pool.

20. TENNIS/PICKLE BALL COURTS

Only residents and guests may use these facilities. The tennis courts may not be used by Unit Owners or lessees (or their guests) who are in arrears to the Association or by non-resident Unit Owners.

20.1. Tennis/Pickle Ball Court Rules

- A. Residents are responsible for their guests at all times, and neither may disturb other players.
- B. Children under thirteen (13) years of age must be accompanied by a resident sixteen (16) years of age or older.
- C. Guests may not use the courts unless accompanied by a resident sixteen (16) years of age or older. Residents must have a tennis court gate key in their possession at all times when using this facility.
- D. Tennis court gate must be locked at all times.
- E. Glass or breakable products are prohibited in these areas.
- F. Animals are not allowed inside the fenced areas.
- G. No bicycles, tricycles, skateboards, carriages, chairs, skates or other non-tennis equipment are allowed on the tennis courts.
- H. All trash must be disposed of properly.
- I. Proper tennis footwear is required at all times.
- J. A one (1) hour time limit is in effect when other residents are waiting to play.

21. FIREPLACES

- A. From time to time the Board may require Owners of Units with fireplaces to have a Level II inspection, otherwise Owners of Units with fireplaces, whether used or not, are required to have a Level I inspection every 2 years. A report, from a certified chimney inspection firm must be furnished to the Property Manager, stating that the fireplace has passed a Level I inspection. The cost of the inspection and any subsequent cleaning or repairs that may be required to make the fireplace safe for use will be borne by individual Unit Owners. If a cleaning is required, it is recommended that the chimney cleaner use a lightweight cleaning rod, taking care to be sure that the elbow (connector at top of firebox) does not become dislodged during cleaning.
- B. If the inspection and needed cleaning are not done and certificate is not provided to the Property Manager by the end of the year by which it is due, major fines will be assessed, and subsequent fines after 30 days of notification of fine, if Unit Owner fails to schedule and have the inspection completed.
- C. Exemption for Annual Fireplace Inspection:

An Owner shall be exempt from the annual chimney inspection requirement if the Owner presents notice to Property Management that the Unit fireplace has either been capped in a manner acceptable to the Board or is fueled by natural gas. No exemptions will be made unless this criterion is met.

22. DRYER VENT CLEANING

Unit Owners are required to have dryer vents cleaned at least once every 4 years. Certificates of cleaning or receipts from cleaning company must be provided to Property Management. The cost of the cleaning and any other related repair will be borne by the Unit Owner. If cleaning is not done as required, the Board may contract for such maintenance and assess the Unit Owner for such costs plus a \$50.00 fine.

23. MEMBERS OF THE BOARD AND COMMITTEES

Any Unit Owner who is a member of the Board of Directors and/or any committee organized and approved by the Board of Directors shall be in good standing, and continue to be in good standing throughout their tenure.

24. SNOW REMOVAL PROCEDURES

During the winter snow season, we ask for the cooperation of all residents in order to ensure efficient street and sidewalk snow clearing.

No parking on any roadways or along cul-de-sac islands at any time between November 15th and April 1st. At Unit Owner's expense, the Association may tow vehicles hindering the movement of snow from roads, parking lots and sidewalks.

The snow contractor plows only when 1 inch or more of snow falls. The roadways and parking lots are the first to be done.

Park your vehicle in your garage whenever possible during snowstorms and during the snow removal operation. If you must park a vehicle in front of your Unit, please move it to a cleared parking space as soon as possible so the snow plows can clear your regular space.

During the winter, the snow often melts and re-freezes causing treacherous conditions. On our vast property, it is physically impossible for our snow removal contractor to sand all these areas as soon as they appear. Therefore, we ask Unit Owners:

- (1) Use extreme caution when walking and;
- (2) If possible, keep a supply of sand or **ice melt** near areas you notice are freezing.

If you are away overnight, for a weekend, or an extended period of time, please park your vehicle in your garage. If you must leave a vehicle outside, please leave a key with a neighbor so the vehicle can be moved for snow removal. Mid-rise residents are asked not to park along the sidewalk that runs parallel to the front of the building during snow removal. Parking there prevents the snow crew from clearing the sidewalk.

***** Please remember that only calcium chloride based ice-melt products may be used. Do not use rock salt on any driveway, parking lot or sidewalk. Rock salt damages the concrete and asphalt, and may not be used. *****

LEDGEWOOD HILLS CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS:

Peter Antoinette, *President*

Chris Siebert, *Vice President*

Sheri Fortier, *Treasurer*

Salli Haberman, *Secretary*

Thomas Hoose, *Director*

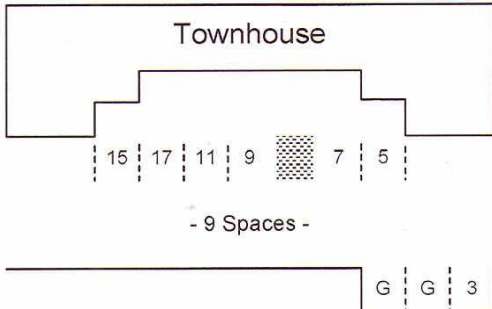
(Signed copy on file in the Ledgewood Hills Condominium Association office)

EXHIBIT 1

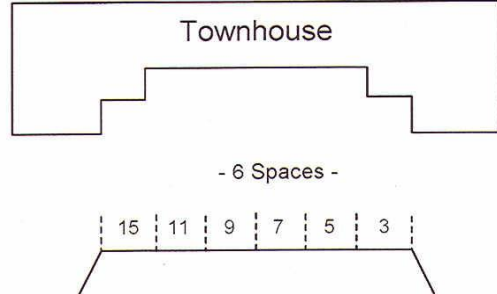
Ledgewood Hills Condominium Association Townhouse Parking Assignment Diagrams

G = Guest Parking

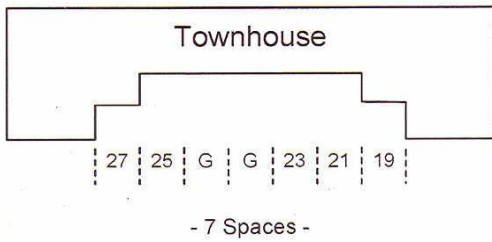
Larkspur Court
15, 17, 11, 9, 7, 5, 3



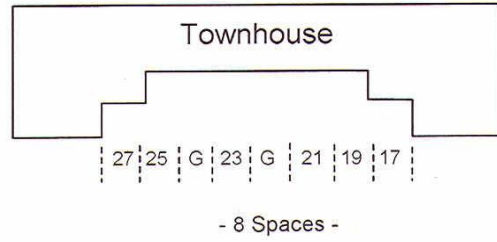
Ledgewood Hills Drive
15, 11, 9, 7, 5, 3



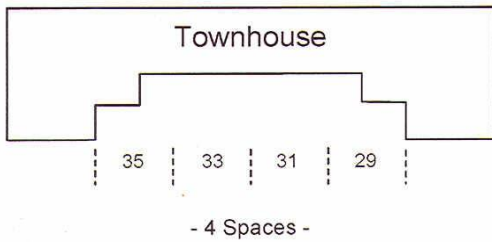
Larkspur Court
27, 25, 23, 21, 19



Ledgewood Hills Drive
27, 25, 23, 21, 19, 17



Larkspur Court
35, 33, 31, 29



Ledgewood Hills Drive
31, 33, 35, 37, 39, 41

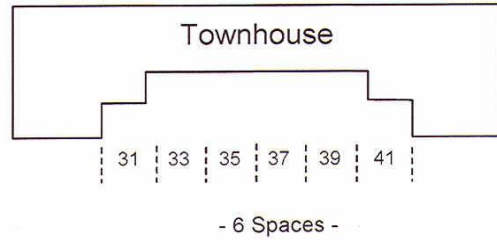


Diagram D- 1 Ledgewood Hills Townhouse Parking Assignments

G = Guest Parking

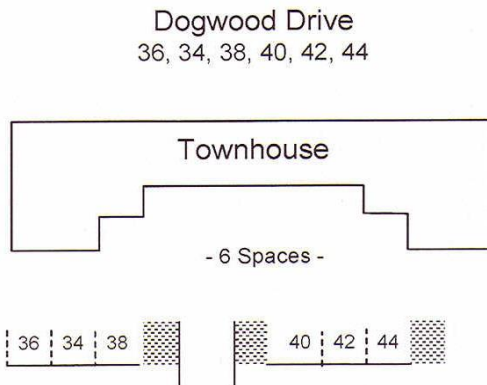
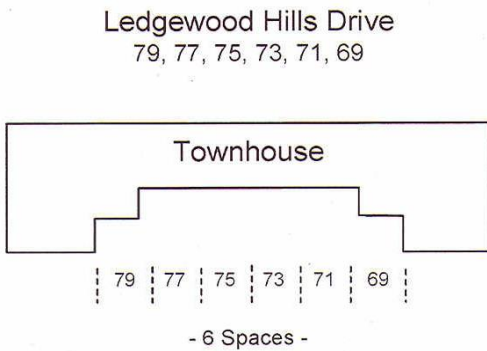
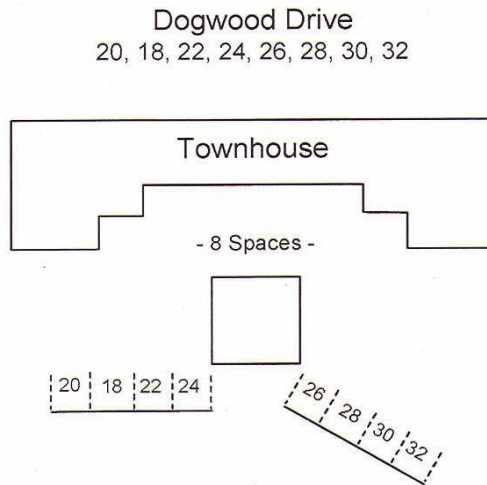
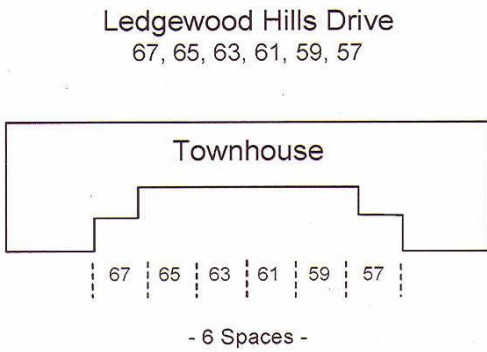
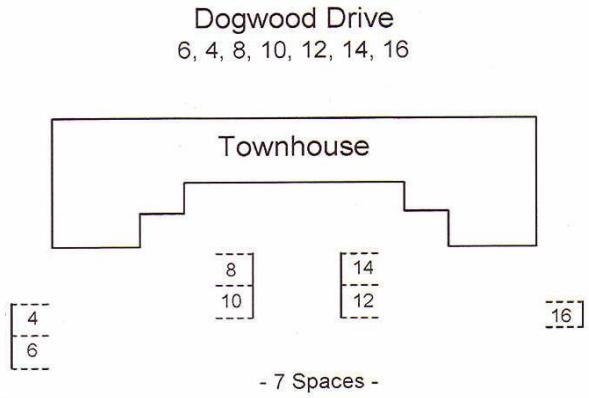
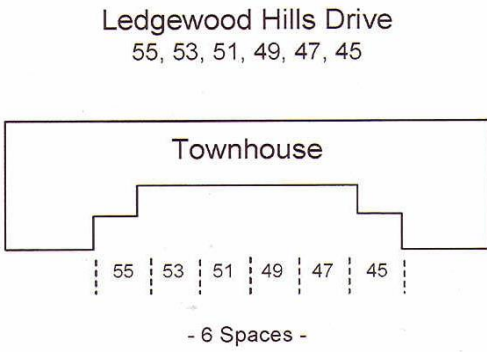
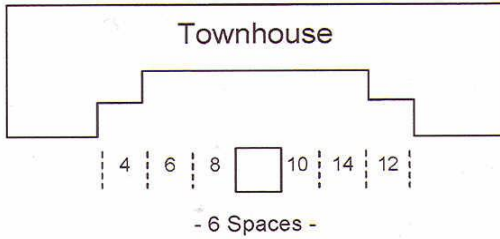


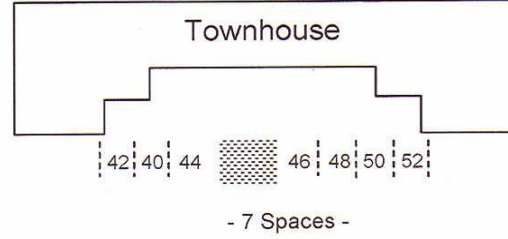
Diagram D- 2 Ledgewood Hills Townhouse Parking Assignments

G = Guest Parking

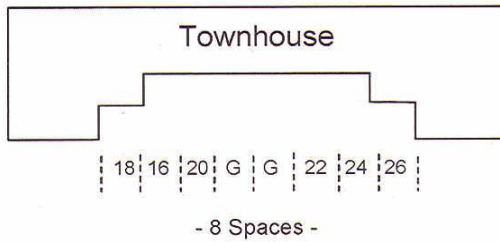
Heather Court
4, 6, 8, 10, 14, 12



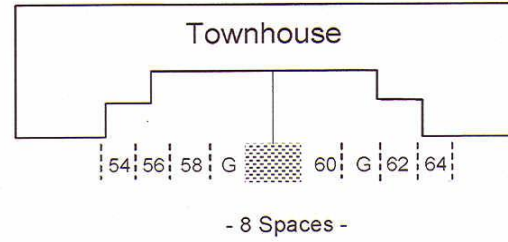
Heather Court
42, 40, 44, 46, 48, 50, 52



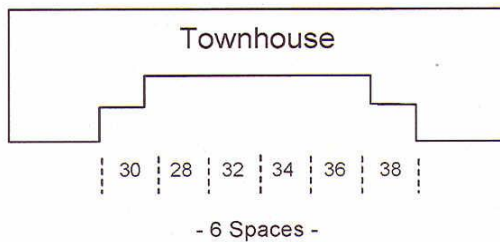
Heather Court
18, 16, 20, 22, 24, 26



Heather Court
54, 56, 58, 60, 62, 64



Heather Court
30, 28, 32, 34, 36, 38



Heather Court
68, 66, 70, 72, 74, 76, 78, 80

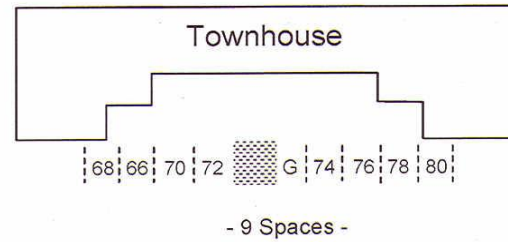
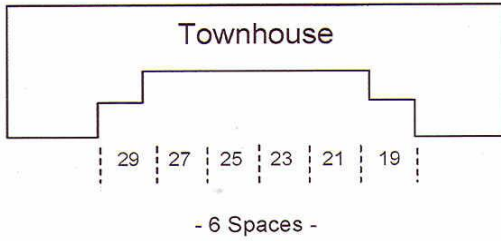


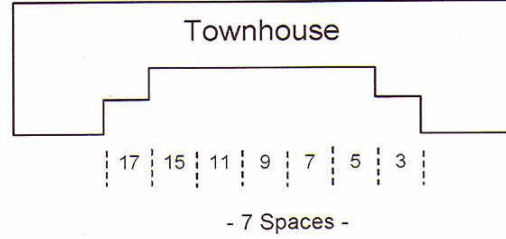
Diagram D- 3 Ledgewood Hills Townhouse Parking Assignments

G = Guest Parking

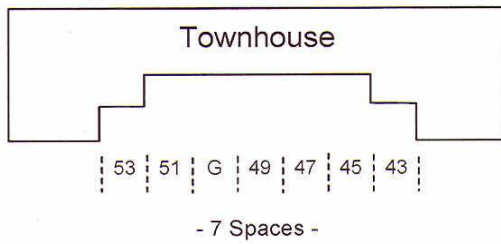
Aster Court
29, 27, 25, 23, 21, 19



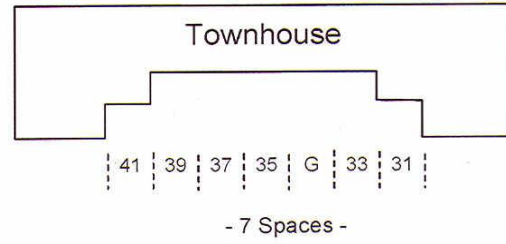
Aster Court
17, 15, 11, 9, 7, 5, 3



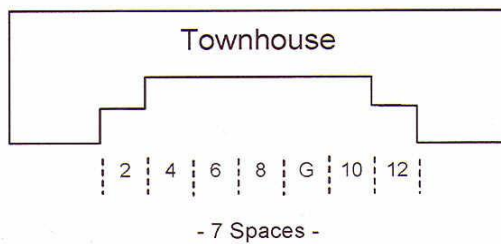
Aster Court
53, 51, 49, 47, 45, 43



Aster Court
41, 39, 37, 35, 33, 31



Iris Court
12, 10, 8, 6, 4, 2



Iris Court
15, 11, 9, 7, 5, 3

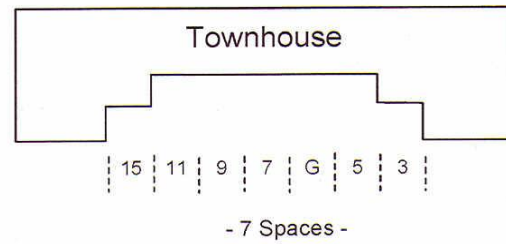
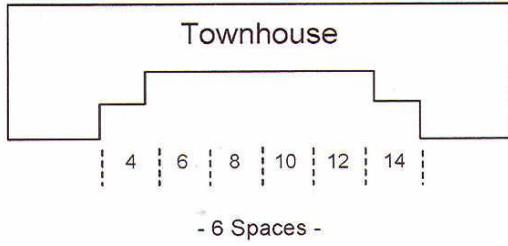


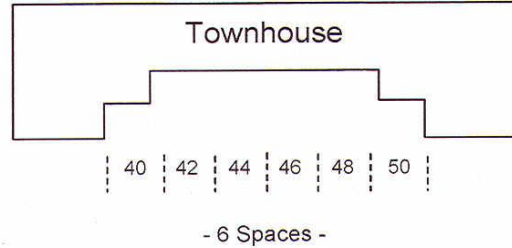
Diagram D- 4 Ledgewood Hills Townhouse Parking Assignments

G = Guest Parking

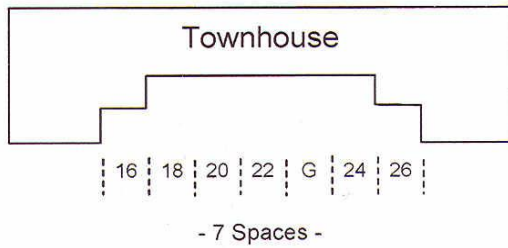
Laurel Court
4, 6, 8, 10, 12, 14



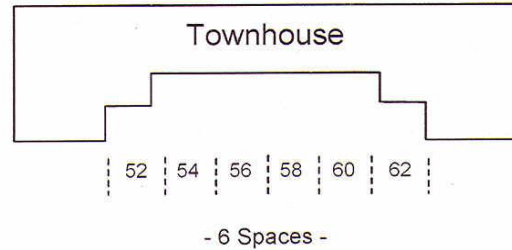
Laurel Court
40, 42, 44, 46, 48, 50



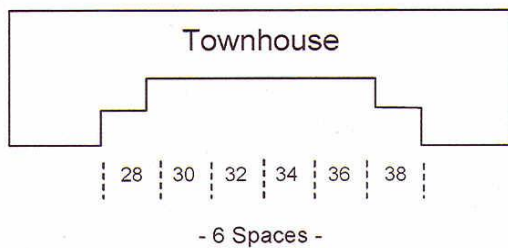
Laurel Court
16, 18, 20, 22, 24, 26



Laurel Court
52, 54, 56, 58, 60, 62



Laurel Court
28, 30, 32, 34, 36, 38



Rosemary Court
15, 11, 9, 7, 5, 3

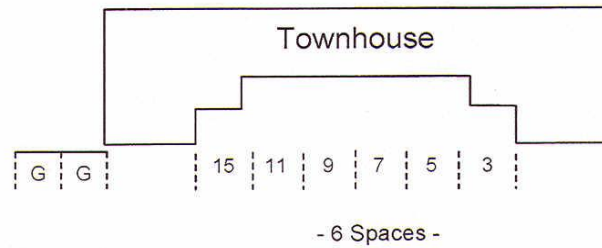
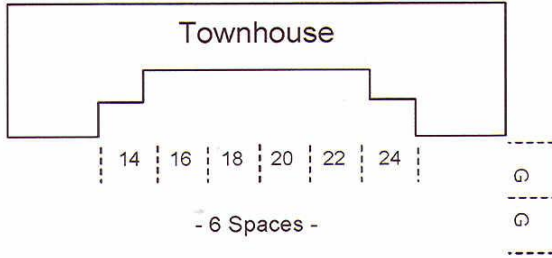


Diagram D- 5 Ledgewood Hills Townhouse Parking Assignments

G = Guest Parking

Rosemary Court
14, 16, 18, 20, 22, 24



Rosemary Court
2, 4, 6, 8, 10, 12

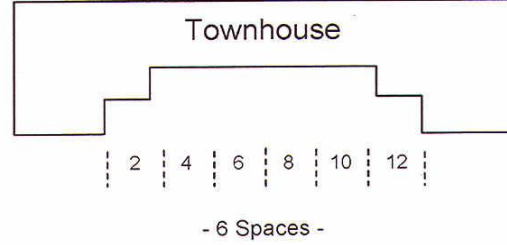


Diagram D- 6 Ledgewood Hills Townhouse Parking Assignments