

RULES AND REGULATIONS OF HICKORY WOODS CONDOMINIUM ASSOCIATION

It is the intent of the OWNER to limit these rules to the minimum required for the mutual enjoyment of the community by all its residents and their guests. The principle objective is to assure all residents the courtesies, comforts and services to which residents of this private community are entitled.

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1. CONDOMINIUM FEES

1.1 Payment

In order to meet the financial obligations of the Association, each Unit Owner must remit condominium fees on or before the first (1st) of each month. Checks must be made payable to the Hickory Woods Condominium Association.

1.2 Late Fees

Fifteen Dollar (\$15.00) late fee plus interest at twelve percent (12%) per annum will be charged to Unit Owners who fail to remit their condominium fee by the tenth (10th) day of each month or whose check fails to clear. A Unit Owner will be charged a fee of Twenty-five Dollars (\$25.00) for each returned check.

1.3 Legal Recourse

All unsettled delinquent accounts will be referred to the Association's attorney for collection. All associated legal fees and expenses will be assessed to the Unit Owner.

1.4 Exemption

No Owner may exempt himself/herself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his/her Unit.

2. LAND USE

2.1 Generally

Each Dwelling shall be occupied and used only for private residential purposes by Owner and his/her family, or by lessees or guests of the Owner. Home businesses permitted under the Londonderry Zoning ordinance are allowed. Any home business will require the approval of the Town of Londonderry. The Common Area and Lots shall be used in a manner that is consistent with the residential character of the Property. Owners, lessees or guests shall not obstruct, litter or cause damage to the Common Area or Lot nor shall anything be stored on the Property without the written consent of the Board. The Common Area shall only be altered, removed or constructed on with the prior written consent of the Board. Business vehicles must be garaged while on the property. All recreational vehicles, including boats, skimobiles, jet skis, tent trailers, etc., must be placed within a garage if stored on the Property, and may not be used on the Property.

2.2 Property

There shall be no use of the Property which injures, scars or damages it or the plantings thereon, increases the maintenance thereof, or causes unreasonable disturbance or annoyance to other Owners in enjoyment of Hickory Woods Condominium or is in any way a threat to public safety.

2.3 Maintenance of Common Area

Improvements, maintenance and landscaping of the Common Area shall be done only by the Association or with its written approval.

2.4 Maintenance of Lots

An Owner may plant flowers within the landscaped beds established by the Developer on his/her Lot and shall maintain such flowers at his/her expense. If an Owner wishes to expand established landscaped beds on his/her Lot or to construct additional

plant/flower/vegetable beds, they may do so with the written approval of the Board, which shall not be unreasonably withheld. If the Board determines that the expanded landscape or beds would significantly add to the Common Area maintenance expense, the Owner may be required to either maintain such areas at his/her expense or pay the Association an additional monthly assessment to do so. Failure of an Owner to maintain these additional landscaped areas for which they are responsible may result in the Association assessing an additional monthly fee to do so or to restore these areas to their original state.

3. RESIDENT CONDUCT

3.1 Noise

Owners, guests and lessees shall be respectful of their neighbors, and control the volume of noise they produce so as not to unreasonably disturb or be a nuisance to other Owners.

3.2 Pets

Two (2) common household pets may be kept or maintained on the Property, but there shall be no commercial breeding of pets within Hickory Woods. Owners shall be responsible for damage to Common Area and Lots caused by their pet(s) and shall immediately clean up after their pets. Owners are responsible for ensuring that their pets do not become a continued nuisance or danger to other Owners. Unless they are within a Dwelling, all dogs must be kept on a leash under the direct physical control of the Owner, and not left unattended outside of the Dwelling.

3.3 Parking

Residents and their guests may park along the named roads but shall park in a fashion so that through vehicular traffic may continue to flow freely, and Unit Owners have access to their driveways. Overnight parking shall not be permitted. All vehicles must be garaged during the winter months to facilitate effective plowing. Parking on grass areas is not permitted at any time.

4. UNIT/LOT IMPROVEMENTS AND ALTERATIONS

4.1 Architectural Changes

Owners shall first obtain written consent of the Board before making any exterior improvements, additions or structural alterations to his/her Lot or Dwelling including shrub additions. All such alterations, improvements and additions shall meet the following criteria:

- a.** such change shall be in harmony with the existing architecture, character and construction materials of the existing Dwelling, as well as those other Dwellings within the Condominium. Detached structures, such as sheds, pools, garages or similar structures, shall not be permitted.
- b.** Not impair or obstruct any easement or right-of-way.
- c.** The Owner shall obtain all required local, state and/or federal permits for such improvement, alteration or addition.
- d.** Any contractor hired by a unit owner, for work on the exterior of their unit or within their limited common area, should be licensed by the state of New Hampshire and insured.
- e.** Any requests for architectural changes submitted at a time when there will NOT be a regularly scheduled Board meeting within 30 days will not be accepted per Bylaws 6.8. Early requests will need to be resubmitted.
- f.** Not result in a significant increase in Common Area expenses to other Unit Owners.

4.2 Approval Validity

Board approvals for Additions, Alterations or Improvements are valid for 9 months from the approval date. All work must be completed within 9 months or the approval expires, and a request must be resubmitted to the Board for approval.

4.3 Submittal Requirements

Requests for Additions, Alterations or Improvements must be submitted at least 11 days prior to the announced date of the monthly Board meeting for consideration at that meeting. Late requests will be rejected with the opportunity for resubmittal, in time for the next month's Board meeting.

5. EXTERIOR UNIT APPEARANCE

5.1 Generally

Signs, window air conditioning equipment, awnings or outside window coverings shall not be installed, hung or placed outside a Dwelling without the prior written consent of the Board. Individual mailboxes shall be of a design selected and installed by the Declarant and/or his successor. There shall be no individual newspaper boxes along the streets.

5.2 Rubbish

Trash is to be set at curbside on the day of collection, or evening before but not prior to 7 p.m., and empty containers must be removed from the curbside no later than 8:00 a.m. of the day following trash collection. All trash and containers shall be stored within the garage of a Dwelling other than for the above-stated times.

5.3 Clotheslines

Clotheslines are not permitted at Hickory Woods.

5.4 Outdoor Equipment Articles

American flags, grills, lawn furniture, door/welcome decorations and flower pots may be left outside the Dwelling but must be kept within the Unit's entry door or the rear or side yards of the Dwelling. Awnings over rear decks and patios may be installed with approval of the board. Generators may be installed with approval of the board and must be located to minimize disturbance to neighbors.

5.5 Holiday Decorations

Residents may display outside holiday decorations on their Dwellings any time within three (3) weeks before and two (2) weeks after a recognized holiday. Reasonable extensions of time for removal of such decorations may be made by the Board because of inclement weather conditions.

5.6 Privacy Fencing

Privacy fencing that divides common land or that separates limited common areas is not permitted.

a. Fencing or lattice under decks on one side of the deck and running from one deck support to another, may be used if approved by the Board of Directors.

b. Under-deck lattice for the purpose of keeping leaves and other debris from accumulating under the deck, may be allowed if approved by the Board of Directors. It can be no more than 4 feet in height on all sides with no access to the under-deck space.

5.7 Rain Barrels

a. Residents are allowed to have one rain barrel per unit provided they have requested and received approval from the Board of Directors.

b. Rain barrels may be full or half barrels and must be 50 gallons or less.

c. They may be located on the back or sides of the unit, but not within 15 feet of the front of the unit.

- d. The barrel may be elevated on a stand provided the stand is designed for holding a rain barrel and the Board approves of the stand.
- e. The rain barrel must have a mosquito screen and be placed on rocks or mulch at least 6" from the grass.
- f. If additional rocks or mulch are required that modification must be included in the request submitted to the Board.

6. GUESTS

6.1 Conduct

Residents are responsible for the actions of their guests and shall be responsible for ensuring that they do not violate the Rules and Regulations or Bylaws of the Condominium Association or create a nuisance to other Residents. Guests must be escorted and be with a resident at all times when using the common area amenities.

7. SALE OF UNITS

7.1 Notification Procedure

- a. Before listing the sale of a unit, the Owner shall:
 - (1) provide the Board notice of intent to sell unit;
 - (2) request permission to display 'for sale' sign (allowed signs: small sign on unit front yard and 'open house' signs at each entrance only on day of open house);
 - (3) pay all fees and assessments prior to the sale (a minimum of five (5) working days' notice is required to process closing paperwork);
 - (4) provide to the Board, through its Property Manager, the name of the new Owner and the date of sale of the Unit; and
 - (5) provide the new Owner with a copy of the Rules and Regulations and Bylaws of the Association and any other association items, such as clubhouse key/fob.
- b. Owner may provide the selling agent(s) with the clubhouse key fob for the purposes of touring prospective buyers. Owner to assume all responsibility for any damages to the clubhouse by the realtor or prospective buyers. Owner to sign HOA form agreeing to this rule. The selling realtors must wear a realtor name badge when in the clubhouse. The realtor must sign the clipboard in the clubhouse lobby and leave a business card. The realtor must report on the clipboard and report to the owner any damage that was caused while touring prospective buyers.
- c. Before signing a lease, the Owner shall:
 - (1) notify the Board, through its Property Manager, of the Tenant's name and move-in date, and provide the tenant with a copy of the Rules and Regulations and Bylaws of the Association. Said leases shall be for a minimum term of six (6) months.

8. COMPLAINTS

8.1 Procedure

Complaints or violations of the Rules and Regulations or the Bylaws of the Association shall be made in writing to the Board through its Property Manager. If the Board determines the complaint is justified, it will take whatever action it deems appropriate and necessary. The Board will notify the complainant in writing as to what action the Board will be taking.

9. CLUBHOUSE RULES

9.1 Clubhouse Property

- Residents are expected to leave rooms/areas neat, clean and orderly after use.

- Residents are responsible for replacing or repairing any clubhouse property damaged or broken due to their inappropriate use.
- Unit Owners, residents, and their guests use common area and clubhouse athletic facilities at their own risk.
- No commercial or political advertisement shall be posted or circulated in the clubhouse without the prior approval of the association.
- Any request for alteration or addition to the clubhouse property must be submitted to the board for approval.
- No alteration or additions to the clubhouse property are allowed without prior approval of the Board of Directors.

9.2 Personal items

- Personal items cannot be stored anywhere in the clubhouse unless approved by the Board.
- The community assumes no responsibility for any loss or damage to personal items left at the clubhouse.

9.3 Guests

- Guests MUST be accompanied by a resident at all times, in all areas of the clubhouse.
- Residents are responsible for their guests and for supervising their guests' use of athletic and exercise equipment.
- Guests must comply with all rules and guidelines of the clubhouse.

9.4 Exercise Rooms

- Use of equipment in the exercise room is at your own risk. Do not use any equipment program.
- No one under the age of 14 is permitted in the exercise room.
- Please limit your time on the equipment if others are waiting.
- Clean and dry footwear must be worn in the exercise room.
- No food is permitted in the exercise room at any time.
- Beverages must be in closed, non-breakable containers.
- All equipment must be cleaned after each use – disinfectant is available.
- The TV is available for individuals that are exercises – please turn it off when you leave the room.

9.5 Clubhouse Use

Use of the clubhouse will not be permitted for any election or political activity at the local, state or national levels.

9.6 Clubhouse Owner Use

The Clubhouse with the surrounding patio and sports facilities in common areas are for the exclusive use of Hickory Woods residents and their invited guests. Residents may not hold any private events or functions, such as birthday or anniversary parties, wedding showers, or any other private celebration at the Clubhouse. All events and functions held at the Clubhouse must be open to all residents to attend.

10 DONATIONS

10.1 Solicitation of Donations

If the HW Board of Directors seek to solicit donations from unit owners or residents, the board will identify the specific item(s) being sought and notify all owners of the donation solicitation

- a. The description of criteria for the donated item(s) will be detailed.
- b. The request for donations will state a date by which unit owners or residents will respond with how their donated item(s) match the stated criteria.
- c. The board will review how the described item(s) match the stated criteria.
- d. The board will determine which offered items will be accepted.

10.2 Donation Drop-off Prohibition

Neither unit owners nor residents shall place any unsolicited items in the clubhouse or on any common area lands other than their limited common area.

10.3 Unsolicited Donations

The Board of Directors will consider unsolicited donations on a case by case basis.

11 HOME BUSINESSES

11.1. Notification and Approval Requirements

Unit owners may use their units for home businesses, only in accordance with the town zoning ordinance.

- a. Owners seeking to operate a home business must first request approval from the Board of Directors for such business.
- b. Owners must describe the scope of the business.
- c. Owners must identify any impact on traffic on HW roads, either customers or shipping traffic.
- d. Owners must identify any hazardous products being used within the home business.
- e. Owners must identify any impact on septic systems and leach fields from the home business.
- f. Owners must identify any other information to be reported within the application to the town zoning commission that would impact approval by the board of directors.

12. CONDUCT AT HOA BOARD MEETINGS

Specific community comments will be accepted after each motion is made prior to a Board vote. Additional general comments will be accepted at the end of the Board meeting.

13. RULES GOVERNING USE AND MAINTENANCE OF COMMON AND LIMITED COMMON AREAS.

13.1 Liability Waiver for Outdoor Maintenance

Unit owners who wish to perform outdoor maintenance in their Limited Common Area or in a portion of the Common Area, beyond their Limited Common Area, must read and sign a Liability Waiver for Outdoor Maintenance. This agreement exempts the Association from any and all liability for injuries that may occur while performing such maintenance.

Outdoor Maintenance involves the following activities: weeding, pruning, trimming, cutting, edging, raking, mulching, planting, watering, applying lawn treatments and fertilizers, general cleanup and bush and tree replacement. (When replacing bushes or trees the replacements must be substantially similar to that which is being replaced, otherwise an AAI Request should be submitted.)

13.2 Obtaining Contractor Services for Outdoor Maintenance

Unit owners who wish to engage the services of a contractor, other than the current HOA landscape contractor, to perform the maintenance activities referred to as Outdoor Maintenance will assure that the contractor is properly licensed (if applicable) and insured.

13.3 Obtaining Approval for Alterations, Additions or Improvements in Common Areas

In accordance with By-Laws section 6.9 (f) Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board.

The following guidelines will be applied when considering requests for Alterations, Additions or Improvements in Common Areas:

- a. Future alterations, additions or improvements in the Common Areas are limited to natural landscaping that conforms with the character of the existing landscapes.
- b. Trees or shrubs that require limited or no HOA provided maintenance will be considered.
- c. Limited mulch bed around trees or bushes will be considered.
- d. No architectural additions will be permitted. This includes, but is not limited to benches, waterfalls, rock walls.
- e. New irrigation within the common areas will be considered.
- f. Any requests that might result in increased maintenance costs for the HOA will not be approved.

Unit owners or residents who wish to make modifications to the common area must submit a "Request for Additions, Alterations or Improvements (AAI)" form to the Property Manager.

- The form must include a detailed diagram with measurements and information on the scope of work to be performed, including the time frame in which they are to be performed.
- Any work being requested for new AAI provided by a contractor must all fall within the scope of work detailed in the contract.
- Any requested changes that might result in increased maintenance costs for the HOA will not be approved.

13.4 Failure to Maintain Common Areas

Existing changes to the Common Areas that were approved by the Board of Directors (or its predecessor, the developer), but that are no longer adequately maintained by a unit owner, will be returned to the original state or to the condition originally planned by the developer.

The Board will notify the unit owner that adequate maintenance is required by a specified date. Failure to undertake adequate maintenance will result in the area being returned to its original state at the unit owners expense. The HOA will not provide any compensation to any unit owner as a result of changes to common areas, beyond the unit owners limited common area.

13.5 Temporary Placement of Personal Objects on Common Areas

Unit owners should be aware that the temporary placement of personal objects (chairs, etc.) in common areas are subject to two conditions:

- Those objects are subject to use by any other unit owners in Hickory Woods. Since we collectively own the common areas, any objects in the common areas are all of ours to use as we wish—within the bounds of civility of course.
- Objects temporarily placed in the common areas must not impede or make more difficult maintenance being carried out by our landscaping contractors.

14. UNIT OCCUPANCY AND AGE RESTRICTION REQUIREMENTS

The Hickory Woods Condominium was lawfully established as an age-restricted community in compliance with Federal, State and local laws. In accordance with the Declaration of Condominium for the Hickory Woods Condominium, Section 3.5.14, all units must be occupied by a permanent resident who is 55 years of age or older (an "older person").

Occupancy of a unit for more than one (1) month-without a resident who is 55 years of age or older requires review and pre-approval by the Board of Directors.

Requests for extended occupancy without a resident over 55 years of age or for exceptions to the age-restriction requirements defined in Declaration Section 3.5.14 (b) must be forwarded in writing to the Property Manager. The Property Manager will forward the request to the Board of Directors for evaluation. Such requests should be made prior to the circumstances requiring the exception whenever possible, and, in any event, no later than fourteen (14) days following circumstances that might require an exception to the restrictions spelled out in Section 3.5.14 (b).

Pursuant to said Section 3.5.14 of the Declaration, occupancy by any person who is under 22 years of age is not permitted. Such occupancy, while no older person is residing in the unit, is a violation of the Declaration.

Occupancy by any person who is under 22 years of age, but with an older person also residing in the unit, may be allowed for up to two (2) months pursuant to the exceptions set forth in Section 3.5.14(b) of the Declaration. Any such occupancy extending beyond the two-month limit within any calendar year will be considered a violation of the Declaration.

Any and all violations of the age restrictions may result in enforcement including a legal action seeking damages and injunctive relief pursuant to Sections 3.5.14(c) of the Declaration and Article XIII of the Association's Bylaws. Pursuant to said provisions, in the event such enforcement is necessary, the Association's legal fees and costs may be assessed to the offending unit/unit owner.

15. Estate, Garage or Yard Sales

Estate, Garage or Yard Sales within Hickory Woods are not allowed. Hickory Woods is a private Homeowners Association (HOA) community and as such each Unit Owner's actions affect the entire community. All of these activities encourage visitation of people from outside Hickory Woods which can have an adverse impact on the privacy, property rights and financial liabilities of all Unit Owners.