

Thornhill Condominium Rules and Regulations

Revised May 2018

1. OCCUPANCY STANDARDS

The Units and the Common Areas Shall be occupied subject to the following restrictions:

- A. An owner shall not occupy or use his/her Unit or permit the same, or any part thereof, to be occupied or used for any purpose other than as a private residence for the Owner's and Owner's family or the Owner's lessees or guests.
- B. Occupancy of each Unit shall be limited to the follow number of persons: FOUR (4) TOTAL.
- C. An Owner shall not lease or rent his unit to any third party, except for periods of not less than one (1) year per lessee.
- D. There shall be no more than three (3) unrelated adults occupying any Unit if leased.

2. LEASING

Permission to lease a Unit shall be secured from the Board subject to the following conditions:

- A. All condo fees and any fines are current for the Unit.
- B. Unit owner shall provide Management with a \$1,000 security deposit for each new tenant before unit is occupied to cover any potential damage of common area or limited common areas which will be held in escrow until tenant departs. Landlord must approach Board of Directors or Management seeking
- C. A copy of the Rules and Regulations shall be delivered to the Tenant by Landlord at the time of signing of Lease. Tenant shall agree in writing, on a form provided by the Landlord (whether written in Lease or on a separate piece of paper binding the agreement to the Lease), to agree to abide by the Rules. If Tenant does not abide by the Rules, Tenant and/or Landlord will be subject to fines by the Association as stated within these Rules and possible eviction by the Landlord.
- D. Unit owners shall be solely responsible for any damages to the Common Area caused by Tenants.
- E. Unit owners shall be responsible for fees resulting in violation of rules by Tenants.

- F. No more than fifteen (15) percent or a total of ten (10) Units shall be rented at any given time. Thornhill Association shall maintain a record of all Unit owners who wish to rent their units, and they shall be granted permission a first-come-first-serve basis. Current rentals are grandfathered but once current leases expires, permission and approvals will be required to re-lease the unit.
- G. Unit owners must notify the Board in writing of the commencement date of the lease and the Unit owner's new mailing address and phone number.
- H. Once granted, eligibility to lease or rent shall lapse if the Unit has been vacant for a period exceeding sixty (60) days after permission to lease is granted. If there are Unit owners on the waiting list to lease, the Unit owner with the earliest postmark of request will be granted permission next. All succeeding requests will be granted on the basis of the earliest postmark. If no Unit owner is on the waiting list, the initial Unit owner may reapply to lease Unit.
- I. Leases shall be for a term of no less than one (1) year.
- J. Units may be leased for residential use only. In no event may a Unit be used as a motel, hotel, boarding house or the like.
- K. Sub-leasing shall not be permitted.
- L. Unit owners shall be responsible for any misuse of dumpster by Tenant upon arrival or departure is so identified. Unit owner shall be liable for cost of removing debris plus office expenses.
- M. Upon lease of Unit, owners transfer their rights to use of the Common Area to the Tenant for the term of the lease.

3. COMMON AREAS

Common Area means the areas, facilities, and all portions of the Condominium other than the Units.

- A. There shall be no obstructions of the Common Areas except in the case of designated storage areas, if any, and parking areas. Nothing shall be stored in Common Area without prior consent of the Board of Directors.
- B. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance in the Common areas without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in his Unit or any part of the

Common Areas of which would be in violation of any law. No waste will be permitted in the common Area and limited common areas which includes below decks and on decks.

- C. No noxious or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become an annoyance or nuisance to another Owner. No use shall be made of any part of the Condominium which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium or which is in violation of any law, ordinance or governmental regulation applicable thereto. No use shall be made of any part of the Condominium that will increase the rate of insurance on the Common Area, without prior written consent of the Board of Directors.**

All such determinations are left to the sole discretion of the Board of Directors. Any such decision may be appealed to the owners at the next scheduled Association meeting which shall be scheduled with all due haste.”

- D. No items shall be draped over or hung on building, decks, railings, or attached the building at any time other than U.S. Flag.

E. COMMON AREAS, ALTERATIONS AND IMPROVEMENTS

After completion of the improvements included in the Common Areas which are submitted under the Thornhill Condominium Declaration, there shall be no further alteration or further improvements of the Common Areas without prior approval in writing by the Board of Directors. If a resident plans to replace the three panel door leading out to the rear deck (and it must be all three panels to be eligible for reimbursing the Unit owner 1/3 the cost of the project or up to \$1,200.00 towards the project. However, the board and/or manager must review the three panel door to determine if the door is in need of replacement. Changing out the three panel door and receiving reimbursement will only be considered if the door is rotten, damaged or no longer functioning. All three panels must be replaced in order to be considered for reimbursement. There are only four (4) replacements for reimbursements allotted per calendar year.

- F. Management, Maintenance, Repairs, Alterations and Improvements:
1. Management, repair, alteration, and improvement of the Common Areas and facilities shall be the responsibility of the Association. No Owner may alter the exterior of their Unit by design, color, etc. without the prior written consent of the Board of Directors.
 2. Repairs to the Common Area and Facilities necessitated by Unit Owners Acts: Each Owner agrees to maintain, repair and replace at his expense all portions of the Common Areas and facilities which may be damaged or destroyed by reason of his

own or any occupant's act or neglect of any invitee, licensee, or guest of such Owner of Occupant.

- G. There shall not be placed or parked any recreational implement, lawn furniture, toys, motorbikes, or other similar articles on any part of the Common Areas and facilities except in accordance with the rules and regulations therefore adopted by the Board of Directors.
- H. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or be exposed on any part of the Common Areas and facilities. The Common Areas and facilities shall be kept free and clear of rubbish, debris, and other unsightly materials.
- I. **Recreation: In addition to access to common areas and limited common areas in front of individual units available to all residents for smaller group activities, the areas between units 12 and 13 and between units 24 and 25 are available, (and residents are encouraged to use them) for larger group play. All use of the common or limited common area is subject to the rules of conduct set out in Section 3.C of the Thornhill Condominium Rules and Regulations. These areas between Units 12 and 13 and between units 24 and 25 are recommended because they are areas where anybody can play safely without the potential of causing damages to septic tanks, vehicles, leach fields, and other resident's limited common area. We kindly ask all residents to refrain from playing in the main roadway and in and around parking areas to avoid potential vehicular accidents and for the safety of all residents.**

4. PARKING (OWNERS AND VISITORS)

Each Unit Owner will be provided with two (2) parking spaces outside of their Unit and located as close to the front of their respective Unit as possible. Each space shall be designated with a Unit # corresponding with a Unit's mailing address to identify ownership. No parking is allowed in another Owner's designated parking space unless prior arrangements have been made with the appropriate Unit Owner.

- a. A maximum of two (2) cars per unit are allowed. All other cars must be removed from the premises or subject to towing or fines. All vehicles must be registered with management and/or Board of Directors.
- b. No camping trailer, recreational vehicles, boats, unregistered vehicles, broken down or disabled automobiles, commercial vehicles, snow plow, hitch trailers, or buses will be permitted. The Board of Directors may give permission, in writing, for certain types of commercial vehicle parking under hardship conditions. All requests must be in writing to the Board.
- c. Visitor parking only in designated visitor parking spaces. Full time visitor parking (non-resident) is permitted for a maximum of two (2) weeks. Continued use beyond this will require written permission from the Board of Directors.

- d. Parking along the approaching hill is prohibited at all times.

5. STORAGE

Nothing shall be stored in the Common Areas in front or back of each Unit. This includes bicycles, boats, motorcycles, furniture, etc. (exception: firewood may be stored in the back of each Unit as long as it has been appropriately stacked and at least one (1) FOOT away from building.)

- A. No one shall deposit or keep garbage cans, rubbish, debris, or other unsightly materials in the limited Common Areas. Garbage will not be permitted to be stored outside in the front or back of the Unit on the premises.
- B. No toxic or dangerous materials may be stored in any Unit on the premises at any time.

6. DECKS

Each Unit occupant shall keep his Unit and deck, to which he has sole access to, in neat and good taste of cleanliness and shall not create any annoyance or hazard to health or safety.

7. MAILROOM

Each Unit occupant is expected to maintain the mailroom's environment. All mail that is erroneously placed in an Owners mail slot should be placed back in the outgoing mail slot. Please make sure mailroom door is closed and locked at all times. Books located in the mailroom are for your reading pleasure. We ask that if you do take a book, please return it so another resident can enjoy it. Books are volunteered so we ask that you follow the honor system and bring the books back once completed. There should be no unwanted items placed in the mailroom. The code to the mail house is 1-3-5.

8. PETS

No animals (except indoor cats or birds) are allowed. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas and facilities. **NO DOGS ALLOWED.** No cats will be allowed in any Common Area. Visiting dogs are allowed on a short term basis but no longer than 3 consecutive days and requires board permission prior to allowing visiting dogs on property. All open waste must be picked up or subject to fines and penalties.

9. SIGNS

No signs or plaques of any kind are to be placed on the outside of any Unit or on the Limited or Common Areas around each Unit. This restriction is not intended for the use of door knockers or nameplates or the hanging of seasonal or holiday decorations provided they are temporary decoration and shall not be hung so that they may hide or obscure the Unit number. Holiday decorations can be put up on week

prior to holiday and removed no later than one week after holiday ends. US Flags can be installed at the front entrance area and shall not exceed a 3' by 5' size flag.

- a. Holiday decorations should be tasteful and confined to what is considered the usual area around that unit.
- b. No sign of any kind (i.e. Real Estate, Business, No Trespassing, etc.) shall be displayed in the public view or from any Unit without the prior consent of the Board of Directors.

10. NOISE CONTROL

No noxious or offensive activities shall be carried on in any Unit or in the private road which may become an annoyance or nuisance to the other Unit owners.

- a. All stereo equipment shall be played at volumes that do not penetrate the adjoining wall with the next Unit. Volume of noise must be within the Stratham's town ordinance of noise volume and timeframes.
- b. All musical instruments shall be played at a volume that does not interfere with the activities of the adjoining Unit. Musical instruments shall not be played after 9:00 PM weekdays.
- c. No screaming, yelling or unreasonably loud activities will be tolerated.

11. PROHIBITED ACTIVITIES

No industry, business, trade, occupation or profession of any kind, commercial, educational, or otherwise designated for profit, altruism, exploration or otherwise shall be conducted, maintained, or permitted on any part of the condominium property. No household items such as TVs, furniture, bedding, appliances, grills, etc. should be placed in or around the dumpster area. The dumpster area is under video surveillance.

12. RULES SPECIFIC TO INVESTORS

In all cases, it is the responsibility of any investor owner leasing their Unit to guarantee the appropriate behavior of their tenants, and to make sure that their tenants are aware of and abide by the By-laws and Rules and Regulations of the Condominium Association.

- a. Any damages to the Common Area by a tenant will be subject to a fine or assessment to the investor owner and possible termination of the lease.
- b. Any disregard to the rules set forth in the By-Laws regarding appropriate behavior on Common Areas by a tenant will be subject to fines to the investor after appropriate warning.
- c. The respective Units shall not be rented by the investor owner for transient or hotel purposes, which shall be defined as a rental for a period less than one (1) year. These are prohibitive for short term rentals, hoteling, or any transient purposes or subject to warning, fines and penalties.
- d. If leasing, the landlord must receive permission from the Board of Directors prior to initiating any lease agreement due to the limit of 10 leased units. If given approval, landlord

must provide management a copy of lease, acknowledgement that the tenant has received the rules and regulations and will abide by them, and all contact and vehicle information within 15 days after tenant occupies Unit. Landlord must also provide management with new mailing address. If information is not provided, fine and penalties can occur.

13. MISCELLANEOUS RULES

- a. No woodstoves, coal stoves or pellet stoves are permitted.
- b. There shall be no door to door solicitation allowed with the Association.
- c. There shall be a speed limit of 20 MPH established within the premises at all times
- d. During the period from November 15th to March 15th, no Unit Owner shall leave their unit vacant without taking precautionary measures to prevent the pipes from bursting, from freezing, of water and plumbing systems within each unit or be subject to fine and penalties and the expense of any damages incurred to said unit and any other affected units.
- e. Recycling is collected by Town of Stratham on Thursday and all bins must be brought in by Friday.
- f. **Board meetings of the Condominium's Board of Directors shall be open to all residents for the first fifteen minutes of each meeting so that issue important to residents may be raised. After the expiration of this 15 minute open session, the meeting will be closed to those residents who are not owners.**

14. FINES, LATE FEES, VIOLATIONS

a. Fines will be assessed for violations of Thornhill Condo By-Laws and Rules. **Prior to the issuance of any warning letters or fines, the Board shall approve any such letters or fines regardless of whether a complaint is brought forward by a member of the Board of Directors or otherwise.**

1. 1st violation = written warning via letter sent by property management
2. 2nd violation = \$50.00 fine and letter requesting compliance
3. 3rd violation = \$75.00 fine and letter requesting compliance
4. 4th violation = \$100.00 fine and letter requesting compliance
5. 5th violation = \$125.00 fine and letter requesting compliance.
6. **Any fine can be appealed by a Unit Owner or his/her designee in writing. Any appeal shall be brought within a month of the levying of the fine or the appeal will be waived. At the appeal the Unit Owner or his/her designee shall present any arguments in a courteous manner and**

shall take no more than 15 minutes in their presentation. The decision of the Board of Directors on any appeal of a fine or letter shall be final.

b. Monthly Condominium Dues become due on the 1st of each month. A \$25.00 late fee will be assessed after 30 days. After an accumulation of three months of late Condo Dues, a lien will be placed on the Unit until all dues and late fees are remitted. Should late dues continue, liens will continue to be placed on the Unit at three month intervals until all dues and late fees are paid. At that time, the lien will be released. Unit owners are fully responsible for legal and court fees until account is paid in full.

c All fines are subject to late fees if not paid by the due date following period in which they are assessed.

d Accumulated fines and late fees equaling three months condo dues will cause a lien to be placed on Unit. Per condominium Documents, all related legal fees incurred for the recovery of monies owed the Association will be assessed against the owner.

BOLD = Updated/Revision to Rules

Approved by the Board of Directors,