

CHARTER TOWN HOMES

CONDOMINIUM RULES

Revised: 1/12/24

Charter Town Homes Condominium Rules & Regulations

Table of Contents

1.	Additions to Exterior of Buildings	3
2.	Hanging of Clothes, etc.	3
3.	Noise	3
4.	Maintenance of Steps and Walkways	3
5.	Littering	3
6.	Trash, Refuse and Garbage	3
7.	Outdoor Equipment	4
8.	Recreational Vehicles	4
9.	Maintenance of Common Area	4
10.	Improper Use of Common Area	4
11.	Outside Activities	4
12.	Household Pets	5
a.	Types of Pets	
b.	Unit Owner Responsibilities	
c.	Conditions	
d.	NH State Commission on Disability Statement	
13.	Speed Limit	7
14.	Vehicle Parking	7
15.	Offensive Activities	7
16.	Children and Guests	7
17.	Action in Violation of Law	7
18.	Complaints	7
19.	Amendments	7
20.	Insurance Provisions	8
21.	Air Conditioning Units	8
22.	Payment of Condominium Fees	8
23.	Resale of Units	8
24.	Moving In and Out	8
25.	Rules Violations	9
26.	Monetary Penalties	9
27.	Sewer Pump Maintenance	9
28.	Video Doorbells	9
29.	Purpose & Use	10

Charter Town Homes Condominium Rules & Regulations

These condominium rules are for the benefit of owners and residents in the Charter Town Homes, A Condominium (“the Condominium”). They are intended to contribute to preserving the clean and attractive environment and to assuring the peaceful enjoyment of the Condominium. They are also intended to protect and enhance the value of the Unit Owner’s interest in the Condominium. They are not designed to unduly restrict or burden the use of the property. All Unit Owners and their tenants, invitees, and guests are expected to abide by these Rules, which are meant to supplement the provisions of the Declaration and By-laws. In order to make changes to these rules a majority of at least 51% shall agree to the change(s) at a meeting of the Owners.

An owner in good standing is current in the payment of assessments and charges, and not in violation of any provision of the Declaration of Covenants, By-Laws, or Rules and Regulations of the Association; or of the Association; or of resolutions as adopted by the Board of Directors.

1. **Additions to the Exterior of Buildings**

Changes affecting the appearance of the exterior of the buildings, such as decorations, awnings, television and radio antennas, signs, screens, sun shades, air conditioners (central air or window units), fans or other changes are to be made only with the consent of the Board of Directors of the Condominium Association (“the Board”).

2. **Hanging of Clothes, etc.**

No clothes, linens, or other materials shall be hung or shaken from windows, placed on window sills, hung or draped from a balcony or railing, or otherwise left or placed in such a way as to be exposed to the public view. Outdoor clotheslines or other outdoor clothes drying, or airing facilities are not permitted in the Condominium.

3. **Noise**

Owners, guests and lessees are expected to reduce noise levels after 10:00pm so that neighbors are not disturbed. At no time should noise, including musical instruments, radios, or television sets, be so loud as to become a nuisance.

4. **Maintenance of Steps and Walkways**

The parking areas, walks and steps are to be kept clear of obstructions and other personal items and are to be used only for access to the building and/or parking of registered motor vehicles.

5. **Littering**

There will be no littering. Paper, cans, bottles, cigarette butts, food and other trash are to be deposited only in the appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Area of the Condominium.

Charter Town Homes Condominium Rules & Regulations

6. Trash, Refuse and Garbage

No one shall place trash or other refuse in the Common Area or Limited Common Area. Trash, refuse and recycling should be placed on the curbside of the condominium or within the designated paved areas adjacent to the driveways within 24 hours of scheduled pickup. Trash must be in Exeter designated "blue bags" or have appropriate refuse sticker, and commingled recyclables must be in Exeter's blue bins. (For details or questions, please refer to the town website at <http://exeternh.gov/publicworks/curbside-collection>).

- Should blue bag be torn, and trash be strewn, it is Owner/Lessee responsibility to collect and re-bag trash.

-Should recyclables be blown from bin or not taken, it is Owner/Lessee responsibility to collect and return items to your unit. Do not leave outside as trash.

Owners/Lessees should return all receptacles to their units the same evening and store inside your unit. Trash generated during the use of the Gazebo shall be removed and disposed of by the owners/lessees or their guests at the end of use.

7. Outdoor Equipment

No personal articles and equipment may be stored outside of the unit. This includes bicycles, sporting good, statuaries, cooking equipment, trash cans, baby carriages, or any other personal items, to include smaller decorative items. Any exceptions must be requested from and approved by the Board. The Board may remove, or cause to be removed, from the Common Area any personal property of any Unit Owner, every Unit Owner shall, and hereby does, agree to indemnify and hold harmless the Board, its individual members, and its agents from any liability arising from such removal.

8. Recreational Vehicles

No Owner or other person may keep or cause to be kept any boat, trailer, recreational vehicle, unregistered motor vehicle, or any other related item in the Common Area or Limited Common Areas without prior consent of the Board. The Board may remove, or cause to be removed, from the Common Area any personal property of any Unit Owner. Every Unit Owner shall, and hereby does, agree to indemnify and hold harmless the Board, its individual members, and its agents from any liability arising from such removal.

9. Maintenance of Common Area

Improvements, maintenance, and landscaping of the Common Area shall be performed only by the Board or its agents, unless prior approval is obtained in writing from the Board.

10. Improper Use of Common Area

There shall be no use of the Common Area which injures or scars the Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance, or annoyance to the other Unit Owners in their enjoyment of the same.

Charter Town Homes Condominium Rules & Regulations

11. Outside Activities

There shall be no organized sports activities, picnicking or fires within the common areas or limited common areas. There shall also be no public events such as flea markets, yard sales or publicly advertised parties. Roller skating, rollerblades, and skateboarding are not permitted on condominium grounds at any time. Bicycle riding is not permitted on the grass. Children under 12 must be supervised by an adult if riding on the property.

The Gazebo is part of the Common Area and is available for the shared enjoyment of all Unit Owners and their guests at any time. However, exclusive use can be reserved for private functions or gatherings. Prior approval must be requested and received from the Board for such reserved use. Trash generated during use of the Gazebo shall be promptly removed after use by the Unit Owner/Lessee.

12. Household Pets

a. Types of Pets

- No dogs are allowed. This includes Unit Owners and Tenants.
- Grandfathered exception: Unit Owner #10, as of 2021

- Unit Owner may keep one indoor cat.
- Grandfathered exception: Unit Owner #2, as of 2021

b. Unit Owner Responsibilities

- Each Unit Owner is responsible for any and all pets visiting their unit and are held accountable for any harm, damage, expense or violation of any conditions included in this Condominium Rule, caused by these pets. This applies whether or not the responsible Unit Owner is the owner of the pet, has control over the pet or has knowledge of the pet.

- In the event a pet does cause harm, damage, expense or violates these rules, the Board is empowered to take any remedial steps or legal action it deems necessary, collect any expense it deems necessary, or impose any fine it deems reasonable onto the responsible Unit Owner, including revocation of permission for the pet to remain in the unit.

c. Conditions

- All pets shall be kept within the confines of the Unit at all times, except when walked on a leash on the Condominium's designated walkways/driveways, or otherwise restrained while in the process of entering or exiting the Condominium Common Area.

- No pet is permitted to remain on any part of the Common Area, even if leashed, chained, caged, or otherwise restrained.

- No pet is permitted to defecate or otherwise relieve itself on any part of the Common Area or Limited Common Areas.

Charter Town Homes Condominium Rules & Regulations

-No pet is permitted to disturb Owners or Residents of other Units.

D. NH State Commission on Disability Statement: Service Dogs and Emotional Support Animals

The Charter Townhomes Association adheres to New Hampshire's service animal law, the U.S. Americans with Disabilities Act (ADA), and the U.S. Fair Housing Act. For additional information please see the following web pages:

<https://www.nh.gov/disability/mediaroom/serviceanimals.htm>

<https://www.ada.gov/topics/service-animals/>

https://www.hud.gov/program_offices/fair_housing_equal_opp/assistance_animals

Below are brief definitions of Service Animals, Emotional Support Animals, Therapy Dogs, and Psychiatric Service Dogs. The information presented includes direct quotes from the State of New Hampshire Commission on Disability website (link below):

<https://www.nh.gov/disability/mediaroom/serviceanimals.htm>

“Service Animal: Service dogs are individually trained to perform specific tasks that help its owner with the life activities they would otherwise be unable to perform. Training typically takes 18-24 months. Because of this advanced training a Service Dog is considered medical equipment, not a pet, and is permitted to accompany its owner to many places where pets are not allowed. In New Hampshire, service dogs do not have to be professionally trained. No vest or ID badge is required. When it is not obvious what service a dog provides, only two questions may be asked of the owner: 1) Is the dog required because of a disability; and 2) What work or task has the dog been trained to perform?”

“Emotional Support Animal (ESA) assists in a different way than service dogs do. The person's mental health professional has determined that the presence of the animal is necessary for the person with a disability and their mental health and has written a prescription stating the pet is necessary in the person's home. Little or no training is required. The owner of an emotional support animal has no more right than other pet owners to take their emotional support animal with them into a public facility. Some exceptions are to keep an ESA at home, even though a no pets rule may be in place, or to fly with one in a cabin where pets are not typically permitted.”

“A Therapy Dog is a pet that has been trained, tested, registered, and insured to accompany its owner to visit patients and residents of hospitals and nursing homes to cheer up the people living there. A well-behaved pet can typically complete training in about 8 weeks. A therapy dog is legally a pet. It is not permitted to go anywhere that pets aren't without permission from the facility owner.”

“Psychiatric Service Dog: The ADA makes a distinction between Psychiatric and emotional support dogs. For example, if the dog has been trained to sense that an anxiety attack is about to happen and takes a specific action to help avoid the attack or lessen its impact, that would qualify as a Service Animal. However, if the dog's mere presence provides comfort that would not be considered a Service Animal under the ADA. Psychiatric Service Animals, like all other Service Animals, can assist a person with a disability by performing tasks specific to psychiatric, cognitive, or mental disabilities.”

Charter Town Homes Condominium Rules & Regulations

13. Speed Limit

The maximum speed limit for all vehicles within the Condominium complex is 10 miles per hour.

14. Vehicle Parking

The Common Parking Lot is designated for guests only. All other vehicles are subject to towing. Additionally, the following conditions apply:

- a. Parking shall be within paved areas.
- b. No Parking is allowed in Fire Lanes
- c. All vehicles must be removed following a snowstorm or when snow removal process begins.
- d. Return visits by snow plow contractor due to Owner negligence will be billed to the Unit Owner.
- e. Written warning will be issued by the Board to any Unit Owner who violates these parking provisions.
- f. The Board reserves the right to assess fines for violations (See Section 25 – Rule Violations and Section 26 – Monetary Penalties)

15. Offensive Activities

No offensive activities shall occur in the Condominium, nor shall any activities occur, or items be placed within the Condominium that may be deemed a nuisance, disturbance, or annoyance to the other Unit Owners or the public.

16. Children and Guests

Owners shall be responsible for the actions of their children and guests. If occupancy by guests creates a nuisance to the other Owners, the Board shall have the right to require that the offending guest(s) leave.

17. Action in Violation of Law

Within the Unit, Common Area, or Limited Common Areas, there shall be no activities or usage of anything that are in violation of any governmental law, ordinance, rules or regulation.

18. Complaints

Complaints of violation of the Rules shall be made to the Board in writing. The Board will research, if it finds that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board as to what action has been taken. (See Section 25 – Rule Violations and Section 26 – Monetary Penalties)

19. Amendments

These Condominium Rules may be revised in any way, at any time by the Board as conditions

Charter Town Homes Condominium Rules & Regulations

warrant, provided that a written communication is sent to each Unit Owner advising them of the change. To revise, add or remove rules and regulations to this document, unit owners must vote on proposed content. Changes will be executed with a 51% (pass or fail) majority vote. (11 units +/-)

20. Insurance Provisions

Any deductibles incurred as a result of claims pertaining to covered claims within the individual Units, shall be the responsibility of the Owner.

21. Air Conditioning Units

Unit Owners may install window air conditioners in their units at their own discretion. The Board must be notified in writing of the Unit Owner's intention to install such a unit. Once permission is granted in writing, it is not necessary to request permission every year thereafter. Air conditioners may not be installed prior to April 15th and must be removed by October 31st each year.

22. Payment of Condominium Fees

Monthly fees are due on the 1st of each month. Prompt payment ensures that all condominium bills and obligations can be paid on time. Failure to pay fees by the 1st shall be a violation of the rules that shall subject the Unit Owner to a fine of \$25.00 for each violation. There will be an additional fine of \$25.00 if all overdue fees and fines are not paid by the 1st of the following month. This fine shall be in addition to any and all charges that are assessed by the Board of Directors pursuant to the condominium documents including interest, attorney fees, and any other costs of collection. Notwithstanding any designation on checks and/or other instruments and/or correspondence, any funds received will be applied first to the past due interest, fines, and attorney fees and special assessments.

23. Resale of Units

A certificate must be obtained from the Association stating that all fees, fines, and special assessments are paid in full before the resale of a Unit. There will be a charge for preparation of the documents that should be obtained from the Board of Directors or its agent. When a Seller calls to request a certificate, the Board will send to the Seller (current owner) a new set of Rules along with a separate sheet that needs to be signed by the Seller and Buyer acknowledging that the Buyer has received the Rules. Once this sheet is returned to the Board, the Certificate is issued to the Seller, but not until that time.

24. Moving In/Moving Out

All residents should take care not to damage any landscaping or grass areas when moving in or out of the units. All moving trucks should be parked on the paved areas only and movers should be instructed not to cause any damage to the common areas. The Unit Owner will be responsible for any damage caused by moving trucks, moving companies, or other incidents during the

Charter Town Homes Condominium Rules & Regulations

moving process.

25. Rules Violations

The Board is empowered to take any remedial steps or legal action it deems necessary, collect any expense it deems necessary, or impose any fine it deems reasonable on the responsible Unit Owner for violation of these rules.

26. Monetary Penalties

Per the attached document, CTH- Schedule of Fining_Montetary Penalties.pdf, the following fines will apply for violations of the Rules set forth herein:

- a. \$25.00 – First Offense
- b. \$50.00 – Second Offense
- c. \$100.00 – Third Offense

NOTE: Subsequent amounts will be at the discretion of the Board.

27. Sewer Pump Maintenance

Charter Town Homes sewage is held in tanks that are pumped into town sewer lines. These pumps must be maintained in good working order at all times. In spite of this, there have been costly pump failures. Owners/Residents can help keep repair costs to a minimum by refraining from disposing of the following items in their toilets and drains: paper towels, feminine hygiene products, birth control items such as condoms, disposable diapers, cleaning wipes, cooking oil and grease, and construction debris. The only thing that should go down the toilet is toilet paper, #1 and #2.

28. Video Doorbells

- a. The video doorbell shall be no greater than approximately 2" x 1" x 5" (WxDxH) respectively. The Board reserves the right to deny any video doorbell that does not meet these dimensions. The dimensions shall be submitted prior to installation and approved by the Board in writing.
- b. The video doorbell shall be powered from the standard doorbell power circuit. It shall not be battery operated.
- c. The video doorbell shall be removed and replaced with the original when and if the unit is sold. All holes left by the installation of the video doorbell shall be repaired at the Owner's expense.
- d. If the next Unit Owner wishes to keep the video doorbell, the new owner and the existing owner shall submit a letter stating that they accept responsibility for the video doorbell and that all associated software has been transferred to the new owner. The Board is not responsible for the upkeep or transfer of the software.

Charter Town Homes Condominium Rules & Regulations

e. The Condominium Association is not responsible for any damage caused by the installation of the doorbell.

f. The Owner shall submit a written letter (emails are not acceptable) stating they will comply with the provisions of these requirements.

g. The Board will maintain a file with the letter from each unit owner that chooses to install a video doorbell.

29. Purpose & Use

An Owner shall not occupy or use his Unit or permit the same, or any part thereof, to be used or occupied for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessee or guests. (excerpt from the Condominium Declaration Section II.4.8)