

## APPENDIX "B"

### AMENDMENT TO THE BY-LAWS OF HARBOR HIEGHT CONDOMINIUM

Amendment dated this 19<sup>th</sup> day of January 2002 to the Bylaws of Harbor Heights Condominium Association, as established by Declaration of Condominium dated December 22, 1982, recorded in the Hillsborough County Registry of Deeds at Book 2976, Pages 122-156, as amended

**WHEREAS**, the Bylaws of Harbor Heights Condominium Association may be modified or amended by a vote of at least sixty-seven per cent (67%) of the common interest of the Owners cast in person or by proxy at a meeting duly held in accordance with the provisions thereof, provided that notice of the proposed amendment shall have been given to each Owner simultaneously with the notice of such meeting; and

**WHEREAS**, at a duly noticed and held Annual Meeting on January 19, 2002, continued, a vote of (88.8%) of the common interest of the Owners was cast in person or by proxy in favor of the following Amendment to the By-laws;

**NOW, THEREFORE**, the following Amendment to the Bylaws shall be made.

#### RULES OF THE CONDOMINIUM ASSOCIATION

**WHEREAS**, Article VII, Section (4) of the by-laws of Harbor Heights Condominium Association the Board of Directors is empowered to adopt and amend, from time to time, Condominium Rules concerning the use of the Association and various parts hereof, which Rules shall be furnished to the owners and which Rules shall not be violated, and

**WHEREAS**, the fore mentioned Condominium Rules are adopted for the benefit of the Owners and residences in the condominium project known as "Harbor Heights Condominium Association" located in Nashua, New Hampshire. 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 Owners' property in the Association. They are not designed to unduly restrict or burden the use of the property.

All owners of Harbor Heights Condominium Association and their tenants and guests are expected to abide by these Rules, which are meant to supplement the provisions of the Declaration and Bylaws of the Association.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the following rules concerning the Harbor Heights Condominium Association are adopted:

- 1. Additions to Exterior of Building.** Changes affecting the appearance of the exterior of the building, such as decorations, awnings, television and radio antennas, signs, screens, sun shades or other changes of a structural nature are to be made only with the written consent of the Board of Directors of the Condominium.
- 2. Hanging of Clothes, etc.** No clothes, lines or other materials shall be hung from windows, placed on the window sills, hung or draped from railings or otherwise left or placed in such a way as to be exposed to public view, Outdoor clothes drying or airing equipment are permitted only to the rear of the units' limited common area, not in public view.
- 3. Noise.** Owners, Tenants and Guests will be expected to reduce noise levels after 10:00 PM, so that neighbors are not disturbed. At no time are musical instruments, radios or television sets to be so loud as to be considered a nuisance.
- 4. Maintenance.** The Entries, Walkways, and Decks are to be maintained by Unit Owners. Owners will be responsible for the clean sanitary condition of their entries and decks. The driveways and walkways are to be kept clear of obstructions of any kind, free of snow and ice and are to be used only for access to the unit and parking.

- 5. Littering.** There will be no littering. Paper, cans, bottles, cigarette butts, food and other trash are to be deposited in unit owner's trash containers and under no circumstances are such items to be dropped or left on the grounds, lawns or Common Area of the Association. Unit Owners are responsible for the policing of their own Limited Common Area.
- 6. Trash and Refuse.** Trash or other refuse shall not be placed or left outside the unit or deck. All trash will be placed in the dumpster provided. Containers shall be kept covered at all time. All overflow trash will be kept in the unit until space is available or will be the responsibility of the unit owner to remove from the property.
- 7. Outdoor Equipment.** Bicycles, sporting equipment, children's toys, cooking equipment and other personal articles are to be kept out of sight or to the rear of the Unit, out of public view in the Unit's Limited Common areas.
- 8. Maintenance of Limited Common Area.** In accordance with the agreement of the Unit Owners, each unit Owner maintains the appearance of the front and rear limited common areas as designated on its site plan.
- 9. Improper or Offensive Use of Limited Common Area.** No offensive activities shall be carried on in the Condominium nor shall anything be done or placed within the Condominium, which may be a nuisance, disturbance, or annoyance to the other Owners or the public. There shall be no use of the Limited Common Area, which injures or scars the Limited Common Area or causes unreasonable embarrassment, disturbance or annoyance to other Unit Owners. This would include but not be limited to the storage of, any non-mobile vehicles, unauthorized structures of any type, construction material, etc. Any item (if not removed after proper notice) will be removed by the Board or its Agent and the expense will be charged to the unit owner.
- 10. Outside Activities.** There shall be no organized sports activities within the Condominium. Baseball, batting, hockey, kickball and soccer are prohibited because of possible harm to buildings, windows and parked automobiles.
- 11. Children, Tenants, Guests.** Owners shall be held responsible for the actions of their children, tenants and guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive guests leave the Condominium.
- 12. Repair/Replacement Request.** Any request for repairs to the Common Areas and/or replacement of items that are the Association's responsibility that are not considered an emergency are to be submitted to the Board in writing. They will be addressed during the next scheduled board meeting. The Board's assessment of the request will be conveyed to the Unit Owner advising the owner of the appropriate action to be taken. No Unit owner is permitted to perform or contract any repairs, painting or altering of the buildings exterior or the Condominium's Limited Common Areas. Only licensed and insured contractors approved by the Board of Directors will be allowed to perform services. Emergencies are to be construed as situations which pose a health hazard, are life threatening or jeopardize the structural integrity of a building. Emergency problems must immediately be reported to an officer of the Association.
- 13. Swimming Pools, Kiddy/Wading Pools.** In-ground or aboveground adult swimming pools are not permitted in any Limited Common Area or anywhere in the Association's Common Areas. Kiddy pools of less than twenty-five gallon capacity are permitted only in the rear of the unit owner's limited common area and require adult supervision while in use. The pool will be required to be emptied at the end of its daily use and stored. Pools are not to be used on driveways or on the front lawns of the units.
- 14. Fences on Limited Common Areas.** No fences of any kind, including shrubs and hedge barriers are permitted to be erected by individuals this will be an Association responsibility only.
- 16. Action in Violation of Law, etc.** There shall be no use of, or activity in any Unit or Limited Common Area, which shall be in violation of any Federal, State or Local Law, Statute, Ordinance, Rule or Regulation.
- 17. Revocable Consent.** Any consent or approval of the Board given under these Rules shall be revocable at any time should that consent be determined by the Board to have been abused or not in the best interest of the Association.
- 18. Complaints.** Complaints of violations of these Rules should be made to the Board in writing. If the Board feels that the complaint warrants merit, it will take whatever action it deems necessary to remedy the situation, including the levying of fines and legal action. The Board will respond to all complaints in writing of any action approved by the Board.
- 19. Amendment.** The Board may revise these Condominium Rules from time to time, as conditions warrant, provided that a written communication is sent to each Unit Owner advising of the changes.
- 20. Delegation of Powers.** The Board, at its discretion, may delegate its powers and duties with respect to the granting of consent, approvals, permissions and enforcement of these Rules to a non-Board member or Agent of the Association.
- 21. Pets.** Pets will be permitted only with the written consent of the Board of Directors. Permission so granted may be revoked by the Board should the pet become a nuisance to its neighbors. Policy for the consent of pets will be review by the Board on an annual basis.

**22. Recreational Vehicles.** Recreation vehicles are prohibited from being stored on the limited common areas. Recreation Vehicles as being defined as boat, trailer, mobile homes, ATV's, water sleds, etc.

**23. Commercial Vehicles.** Commercial vehicles are prohibited from being parked overnight in the common areas. Commercial vehicles as defined as Truck over ¾ ton capacity, vehicle with signage on its sides or vehicles containing visible tools and ladders.

**24. Violation of Rules.** Rules violation will be subject to a fine schedule as defined by the Board of Directors in its Policy Resolutions and may be amended from time to time.

This Amendment shall become effective immediately upon being recorded at the Hillsborough County Registry of Deeds.

**IN WITNESS WHEREOF**, the undersigned Suzanne Rinehart, President of the Harbor Heights Condominium Unit Owners Association, hereby certifies that the foregoing is a true and correct statement of the Amendments to the Bylaws of the Condominium, which was adopted in conformity with the requirements of RSA 356-B and the Condominium instruments.

Dated this 21<sup>th</sup> day of January 2002

Witnessed:

Harbor Heights Condominium  
Unit Owners' Association

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Suzanne Rinehart, President

STATE OF NEW HAMPSHIRE ]  
COUNTY OF HILLSBOROUGH ] ss

On this 19<sup>th</sup> day of January 2002 before me, the undersigned officer personally appeared the above named Suzanne Rinehart as President of Harbor Heights Condominium Unit Owner' Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instruments and acknowledged that she signed the foregoing for the purpose therein contained.

**HARBOR HEIGHTS CONDO. ASSOC.  
PO BOX 3162  
NASHUA, NH 03061**

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Edward A. Starr, Notary Public  
My Commission Expires: 9/18/02