

TIDEVIEW ESTATES CONDOMINIUM ASSOCIATION

Rules and Regulations

Effective: March 27, 2023

These Rules and Regulations supersede all previously issued Rules and Regulations.

To: Unit Owners and their Tenants,

Living in a condominium differs from residing in an apartment or in a single, free-standing home on its own lot. The distinctions have advantages and disadvantages, depending upon the individual predilections that vary widely among us. The lack of responsibility for snow removal, upkeep of the grounds, repairs, and maintenance are clear advantages. But living in close proximity to one another requires cooperation and conformity that is not always an advantage.

The facts are: We own the interior of our unit, but not the exterior; we have the exclusive uses of our patio, but do not own them and are not free to alter them at will; and, we neither own, nor have the exclusive use of the grounds adjacent to our unit. They are common to us all.

Some residents are older, and have finished rearing children or keeping pets; some are younger and enjoy a different lifestyle. Babies and children, dogs and cats, although a pleasure for some, are a nuisance to others. Therefore, every regulation will not be agreeable to everyone.

The Board of Directors has adopted the following set of rules as required by Article III of the Bylaws of the Tideview Estates Condominium Association (registered 1/30/2023). Residents shall at all times comply with these rules and regulations and shall see that they are faithfully observed by their families, guests, tenants, and licensees. The Rules and Regulations are intended to assist in preserving a clean, attractive environment, along with protecting and enhancing the value of the property. They are not designed to unduly restrict the use of the property.

Common Area:

Consists of all property other than the Units and their Limited Common Area. Please refer to the Declaration for further description.

Limited Common Area:

Certain areas are designated Limited Common Area, each such area being reserved for the exclusive use of the unit to which it is adjacent. These include the front entryways, driveways, parking areas, and patios adjacent to each unit. Please refer to the Declaration for further description.

COMMON POLICIES---PROPERTY:

1. **Nothing shall be done inside any Unit or in, on, or to the Common Area, which may impair the structural integrity of the property, or which would structurally or stylistically change the building or improvements thereon.** Nothing shall be altered or constructed in, or removed from, the Common Area.

a. No resident or contractor shall allow the installation of wiring for electrical, telephone, or television use, air conditioning units, or other machines, and equipment fixtures which protrude through the walls, roof or siding of any building or are otherwise visible on the exterior of a building except as presently installed or authorized in writing by the Board of Directors. This includes additional furnace vents and sensors when installing a new furnace.

b. Authorization is herewith given for the installation of deadbolt locks, front door security peepholes, and doorknockers.

2. Uniformity is a standard feature of condominium design. While certain modifications might be allowed under certain circumstances, these are only allowed subject to well-defined conditions. **It should be further noted that proposals for modifications which affect either the structure within or the outward appearance of an individual unit must be submitted to the Managing Agent for approval.** Unit Owners who wish to modify their Units must complete an Owner Agreement form (available through the Managing Agent), which stipulates that they have read and understand the conditions upon which the approval of their request depends and have submitted all required information. They will also be financially responsible for any issues which result from a failure to observe those conditions. Please carefully read Article II of the Declaration (registered 1/30/2023) for an explanation of the rights and responsibilities of the Unit Owners versus the rights and responsibilities of the association.

a. Storm Doors: The only requirement for storm doors is that they must be dark brown.

b. Skylights: Skylights must be installed by a contractor that has been approved by the Managing Agent and must be a VELUX product.

c. Front Doors:

(1) Approved Window Patterns can be found on TownSquare. Further questions as to what patterns are acceptable should be directed to the Managing Agent.

(2) Door Material: Only metal fire doors or fiberglass are acceptable. No wooden replacements will be allowed.

(3) Color: Front doors must be painted the approved color at the time of installation. This color and paint is available at the Dover Sherwin Williams store. The associated account name is “Tideview Garage”.

(4) Panel Style: There are no restrictions on panel type or style (shaker, raised panel, flat surface, etc.). However, if the Unit Owner chooses a raised panel style door they must make sure it will be able to withstand high temperatures behind the glass storm door.

(5) Door Numbers: Door numbers must be 4” high black metal and need to be placed horizontally on the flat surface directly below the window and centered. The existing numbers from the original door can be used if desired.

(6) If the door panel style chosen doesn’t allow for the proper placement of the Unit Numbers the door will not be allowed regardless of any other considerations. The Board recommends that Unit Owners visually confirm that there is sufficient space for the placement of Unit Numbers before placing an order.

(7) The plan for your front door needs to be sent to the Managing Agent prior to purchase and installation.

d. Windows and Sliding Doors: The replacement of all windows and sliding doors must be initiated by The Managing Agent who will refer the Unit Owner to our designated vendor. No deviation from this process will be allowed without written approval from the Board of Directors and any such request will be subject to strict scrutiny as to materials and quality of work.

(1) Only Harvey windows can be used.

(2) Purchase orders must be submitted to the Managing Agent prior to installation.

(3) Information regarding correct replacement siding is to be requested from the Managing Agent.

(4) All contractors have to be approved by the Managing Agent. The Board of Directors will not assume responsibility for any delays which this scrutiny will necessarily entail. Any deficiencies in either material or quality of work will be remedied at the owner’s expense by our designated vendor.

e. Patios: The original patio was made up of 2 foot by 2 foot concrete blocks, 6 blocks wide by 3 blocks deep. Maintenance of the original patio is the association responsibility. For any requests to install new or alter the patio beyond this, the Unit Owner assumes responsibility for all future upkeep and maintenance to the Patio Area. The Unit Owner

must contact the Managing Agent who will notify the Board and will review the following guidelines with the Unit Owner.

- (1) Only a contractor that has been approved by the Managing Agent can work on Limited Common Areas.
- (2) The approved contractor needs to contact Dig Safe to ensure the integrity of our common gas lines.
- (3) The Unit Owner assumes responsibility for any damage to the Common Area resulting from their Patio Modification.
- (4) No modification may extend beyond the shorter of the two (2) Privacy Fences for Middle Units; or beyond the longer of the two (2) Privacy Fences for End Units.
- (5) Patios must slope away from the Unit.
- (6) Loose stone borders are not allowed where the Patio Area meets the Common Area. Flying stones could otherwise result from routine landscaping operations and damage buildings, windows, or equipment. Durable, raised edging must be installed only where these conditions currently exist.

3. The walkways and entryways (excluding patios) must not be obstructed, encumbered, or used for any purpose other than entering and exiting the premises. Absolutely no carriages, bicycles, shopping carts, refuse, furniture, equipment, or any other object of similar type shall be stored on walkways or entryways. The personal property of all residents must be stored within their Units. Nothing shall be stored in the Common Area at any time.

4. No linens, clothing, curtains, rugs, mops, laundry, or other articles shall be shaken or hung from or allowed to fall from any of the windows, doors, patios, or front entryways, or exposed on the Common Areas. These areas must be kept free of refuse, debris, and other unsightly materials. No resident shall sweep or throw any dirt or any other substance outside of his Unit or the Common Area.

5. No signs, advertisements, notices, or other lettering shall be exhibited, displayed in windows, inscribed, painted, or affixed in, on, or upon any part of the condominium exterior by any resident. Seasonal decorations of a moderate nature are permitted but only within your limited common area. Decorations are not permitted to be attached to any portion of the condominium exterior or fences, with the exception of the front door. No decoration can cover the unit number. **The bulletin board at the mail house is for official Tideview use only by your Board of Directors or with their explicit permission.**

6. Parking shall be permitted in designated areas only. Each Unit is limited to two (2) parking spaces immediately perpendicular to their Unit. Vehicles may not park in a manner that impedes the parking of their neighbors. Absolutely, NO vehicle of any type or for any reason may park or drive on the lawn or landscaped areas. There is no parking down by the river or on entry road to the river.

a. Temporary parking for guests is allowed in the roadway on the even numbered side of the street (NOT ON THE GRASS) or at the two cul-de-sacs, but for no more than two (2) consecutive days without prior notice to management and permission from the Board.

b. Motorized vehicles not currently registered/licensed for legal use on Dover city streets shall neither be operated on condominium property nor parked/stored in Common or Limited Common Areas. No commercial vehicles, boats, trailers, campers, RVs, or snowplows shall be parked/stored overnight in Common or Limited Common Areas. Commercial vehicles include those that display the name of a business or other commercial enterprise or employer anywhere on the vehicle (except on its license plate or license plate holder, or as a decal on a windshield or window, and except for passenger vehicles with government designations such as city inspectors, police, fire, etc.).

NOTE: The Board of Directors understands that there are occasions when a Unit Owner has the need to bring a boat, trailer or RV on to the property for the purpose of preparing for a trip. In any such case, the Unit Owner must request Board approval in advance. These will NOT be allowed in your designated parking area at any time. Without approval they will NOT be permitted on Tideview property.

c. Please educate your guests as to the parking rules including and especially those in force during snow removal. The Board of Directors reserves the right to tow any improperly parked vehicle (resident or guest) at the vehicle owner's expense with no advance notice. Because of the expense and inconvenience to the owner when a vehicle is towed, at least two (2) Directors must agree to issue the order.

7. No flammable, combustible, hazardous, or explosive fluids, chemicals, or substances shall be kept in any Limited Common area except such as are suitable for normal household use. Per order of the Dover, NH Fire Department, no flammable, combustible, hazardous, or explosive fluids, chemicals, or substances shall be kept in individual Unit's furnace rooms.

8. Residents may plant flowers, to a maximum height of two (2) feet, in front of their Units. Along the interior length of their Unit's Privacy Fence, plants, shrubs, etc. cannot be higher than fence height or extend beyond the patio fence into the common area. No shrub, plant, or clinging vine can be allowed to compromise the integrity of the building's siding. Potted flowers may be placed in those areas where they do not disturb the lawn.

a. Failure to observe these restrictions will result in a warning being issued. The Unit Owner will be given 30 days from the date of this warning to bring their plantings into compliance. If at the end of this period they are still in violation, our landscaping vendor will address the issue at the Unit Owner's expense.

b. In order to discourage pests, no ground feeding for any purpose is allowed. Please limit the seeds used in bird feeders to sunflower or thistle seeds as these are least likely to attract pests.

c. Plant/garden waste, Christmas trees, and wreaths must NOT be disposed of on any portion of Tideview property and adjacent to its boundaries. The aforementioned must be disposed of in Dover Bags or brought to the Dover Recycling Center on Mast Road. Tree pick-up is no longer available and the City of Dover does not provide this service either. In order to minimize fire hazards, Christmas Trees must be removed from the property no later than January 31st.

9. All requests for service must go to the Managing Agent. Non-emergency maintenance requests will be accepted between the hours of 8:00am and 4:00pm Monday – Thursday and 8:00 and 3:00 on Friday.

10. Satellite Dishes are allowed pursuant to the following criteria pending approval from the Board of Directors. Should these criteria not be followed, the Unit Owner is subject to a \$250.00 fine, plus the cost of removal.

a. The Unit Owner must notify the Board of Directors in writing of the owner's intent to install a Satellite Dish before the installation process begins.

b. The Dish may be no more than 18" in diameter.

c. The Dish may be installed only in the ground in the back patio of the Unit.

d. The Dish may not be installed more than two (2) patio blocks away from the rear of the Unit.

e. No portion of the Satellite, e.g.: dish or poles, may extend higher than the top of the fence partitions of the Unit where the Dish will be installed.

f. The Dish must be installed by a professional in the field (approved by the managing agent and Board of Directors).

g. The Unit Owner must submit a deposit of \$400.00 to the Association. The deposit is to cover the costs of removal of the Dish should either a violation occur and the Dish has to be removed or should a Unit Owner move, and the new occupant wishes to have it removed.

11. No items can be nailed, screwed, or glued to the vinyl privacy fences and siding. Nothing can be leaned against the fence that could possibly cause the fence to lean. Only items less than five (5) pounds can be hung from the fence and only if the hanger does not interfere with the other side or cause any mark or abrasion to the fence. Any damage to the siding or vinyl fence due to negligence, the Unit Owner will be responsible for repair or replacement.

12. Window air conditioners that protrude through the window opening may NOT be used in the small bedroom (where there is not a through-the-wall sleeve). As long as the following provisions are adhered to a portable AC unit will be allowed in the spare bedroom as this will not protrude through the window opening.

a. The exhaust vent of the device and everything associated with it must fit behind the screen and inside the perimeter of the window frame. Windowless options are also available and may be a more practical solution.

b. Haphazardly applied, inappropriately colored/textured, common materials (wood, cardboard, plastic sheeting, tape, etc.) must not be used to block the window opening surrounding the exhaust vent in an attempt to prevent outside air infiltration. Plexiglas is an acceptable material if necessary. The installation must be neat, professional, aesthetically presentable, and not detract from the overall external appearance of the building as determined by the Board of Directors.

c. Any air conditioning system that requires portions to be installed in/on the Common or Limited-Common areas must be specifically approved by the Board of Directors. Areas of concern include, but are not limited to: placement and routing of electrical/gas/liquid lines, entry and exit points through the exterior, possibility of noise/odors, future removal of equipment, and restoration of landscape.

COMMON POLICIES---CONDUCT:

13. No nuisances shall be allowed on the property. Owners shall neither make nor permit their guests, invitees, or tenants to make any improper, offensive, or unlawful use of the property. In particular, no use shall be made of any Unit which would become an annoyance or nuisance to the other Unit Owners. This would also include any excessive noise from stereos, televisions, musical instruments, or pets.

14. No portion of a Unit, Common Area, or Limited Common Area shall be used for unlawful or improper purposes. No commercial activity of any kind that involves customer traffic, (e.g. day care, dance class, selling activity etc.) shall be conducted from a Unit.

15. No Unit shall have more than six residing in the Unit at any one time without the written approval of the Board of Directors. Garages are NOT to be used as extra living quarters.

16. No activity shall be done or maintained in any Unit or on the Common Area which will increase the rate of insurance on any Unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved by the Board of Directors.

17. Parents are responsible for the conduct and supervision of their children outside of their Units. In addition, parents are responsible for picking up and keeping children's toys off the Common Areas of the complex. Toys, bikes etc. may be stored on your patio or in your garage.

18. Children are to remain away from parked vehicles not belonging to their parents, and are to exercise extreme caution when riding bicycles staying only on the main road of the association. There is to be no motorized or manual bicycle riding, roller blading, or skate boarding on the lawn at any time. In the winter months, this is to include skiing and sledding. Fines will be issued and owners may be required to pay for compensation and damages.

19. Pets shall be kept inside their Units at all times, except when on a leash or accompanied by and under the control of the residence owner. All pets must be walked or exercised on the common areas adjacent to Tideview Drive. **The resident/owner must immediately remove any waste excreted on any Common Area or Limited Common Area and properly dispose of in their own trash.** Any pet toys, bones, accessories (to include leads) etc. must be kept off of the common area of the property. Any damage caused by a pet to the structure of the building or common area will be repaired at owners expense. Violation of this rule may require the removal of the pet on a permanent basis. Residents must comply with the rules and regulations of the City of Dover, NH. This rule applies to all pets, but especially dogs and cats.

20. Owners have the right to rent or lease their unit. A minimum first time lease of one year is required. No Airbnb or short term rentals are allowed. (See Article II, Section 8, paragraph .I of the Declaration dated 1/30/2023). All tenants, just as owners, are bound by the same rules and regulations approved by the Tideview Condominium Association. Unit Owners will see that their tenants adhere to these rules and regulations. All tenants must be registered by the owner with the Managing Agent. The owner must provide the tenant(s) name, phone numbers/contact information, and pet's information. In addition, the following vehicle information needs to be on file for each associated vehicle: make, model and license plate number.

21. Trash may only be placed in bags purchased from the City of Dover. All trash **MUST** be in a covered barrel at all times with a lid that can be readily detached but tethered to the barrel, or a barrel manufactured with hinges. All barrels, covers, and recycle bins must be at all times clearly marked with the Unit Number. Trash must be kept inside the Unit until pick up day. Your recycling bin and trash barrel(s) are to be placed back inside the Unit within 24 hours of trash day. Pickup day is Friday unless otherwise notified by the City of Dover and is posted at the mail house.

22. **SNOW REMOVAL:** A storm or any number of storms that fall back to back in a quick succession will be considered to be one event for the purposes of snow removal. All vehicles are

to remain in your units designated parking spot throughout a storm's duration. Following a storm, the roadway and parking lot entries will be plowed to their full width and plowing of the parking spaces will begin. When the roadway is cleared, a message and call will be sent to your phone to move your car(s) so the parking spaces can be properly cleared. To receive this announcement through our TextEmAll (automated notification) program, all owners and tenants are strongly encouraged to provide the Managing Agent with your phone numbers. Cars moved to the main roadway must be parked on the even numbered side of the street. If you are going to be away or unavailable to move your car after a storm, please make arrangements with a neighbor to have it moved in your absence or park your vehicle(s) off property. Any vehicles left on the road during a storm or that are not moved for cleanup are subject to being towed at owners expense with no prior notification. This is your warning. Any additional snow removal expenses that result in the failure to move a vehicle will be charged back to the Unit Owner.

23. Water spigots at the end of condominium units are not for personal use, but only for watering the grounds and association use. The end spigots are not to be used by children. Owners of the Units which are adjacent to these spigots are responsible for turning on/off the source of water for the appropriate seasons. The on/off valve is located under the Unit stairway. We request these valves be turned on no earlier than May 1st to accommodate allowed uses and turned off no later than October 31st to prevent damage to units or buildings as the result of frozen pipes.

24. HOA, fines, late payment or expense:

a. Late Fees – Any fee that is not paid within 30 days of the date due shall be subject to a late fee of \$100 for each 30 day period it is overdue. This fee is subject to interest and is to be considered a delinquency subject to collection as if it were a delinquent assessment.

b. Interest – A default by an owner for the imposition of any fine, fee, late payment or expense which continues for a period in excess of 15 days shall be obligated to pay interest on the amount due at the rate of 18% per annum from the due date. In addition the Board of Directors have authority to impose a late payment charge on the defaulting owners in an amount set by the Board of Directors on any amount overdue, if properly assessed fees, fines and/or assessments are not received within 15 days of the date due. The Unit Owner is subject to the interest on any unpaid late payment charge if the late payment charge is not paid within 15 days after imposition of the late payment charge.

c. A charge of \$20.00 or current bank fee, whichever is greater will be assessed for all returned checks.

25. **Residents are NOT to interact with vendors contracted by the Association.** Requests related to these contractors must be submitted to the Board and/or Management.

26. Mailboxes shall be closed and locked except when picking up mail.

27. All hunting and trapping is prohibited on Tideview Estates property. In addition, the discharge of firearms (to include BB, Air, & CO2 guns), and the use of bows and arrows are prohibited on Tideview Estates property. Fireworks of any kind are also prohibited on Tideview Estates property.

28. The burning of barbeques, pits, hibachis, gas grills, or the like, and the storage of fuels for such devices, shall be subject to local statutes/ordinances. No storage of combustible or flammable fuel utilized for the operation of grills or the like is allowed inside your unit or garage.

a. All fires must be contained within an appliance/device certified for that purpose and used in accordance with the manufacturer's recommendations.

b. Due to the hazards of hot embers, firebrands, and ashes, **wood burning devices are not permitted on Association grounds.**

29. Owners are responsible for keeping smoke/carbon monoxide detectors and fire sprinkler systems fully operational at all times.

a. Routine inspection, maintenance, and testing of the devices may be performed by the owners or knowledgeable individuals acting on their behalf; however, modifications/repairs must only be performed by a licensed contractor.

b. **Testing must be performed whenever impaired operation of these devices is suspected or every six (6) months. It is suggested that each Unit Owner conduct the tests in the spring and fall of each year. in conjunction with the resetting of clocks for time changes.**

(1) Each smoke/carbon monoxide detector should be tested using the devices test button. The battery in battery-operated units should be replaced every six months and the battery in line-operated (electric) units (where the battery only operates in case of a power failure) should be replaced once a year.

(2) The fire sprinkler system water supply and alarm should be tested by opening the test/drain valve and assuring that the red horn outside the Unit's front door sounds. The pressure gauge (located above the test/drain valve) should not read less than forty (40) psi. The test/drain valve must be closed after the test. Sprinkler systems ARE NOT to ever be turned off or disabled permanently.

(3) Note: While the test is being performed a substantial amount of water will be discharged from the pipe opening in the patio area of the Unit (in the case of end Units) or the adjacent end Unit (in the case of middle Units). The discharge area should be inspected prior to the test to make sure that the water discharge doesn't do any preventable damage.

c. Unless a Unit Owner pays to subscribe to a monitoring service, neither the smoke/carbon monoxide detectors, nor the fire sprinkler system automatically notify emergency services in the event of activation; therefore, tests will not result in false alarms. **In a true emergency where these systems sound the alarm, the 911 emergency number MUST be called.**

30. Interpretation of these Rules is left to the sole discretion of the Board of Directors. Specific complaints of their violation shall be made to:

Association Administrator: Brooke LaCroix

Email: BLaCroix@evergreenmgt.com

Phone: 603-945-3778

The complainant shall be notified by the Board as to what action has been taken.

31. These Rules may be amended in any way, at any time, by action of the Board of Directors as conditions warrant. Owners shall be notified of any changes made.

32. Fines:

a. The Board of Directors shall have the right to levy against an owner such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, the Bylaws or the Rules of the Association. All such fines shall be added to and shall constitute a Common Expense assessed to that Unit and payable by such Unit Owner. Until such time as these Bylaws are amended, the fine for each violation of any portion of the Declaration, Bylaws or Rules shall be up to \$1,000.00 for each such violation, which amount is left to the sole discretion of the Board of Directors. Any such fine levied by the Board of Directors may be appealed for review by the Association at the next scheduled association meeting, but the fine must be paid in full to reserve any such appeal.

b. Any costs incurred to enforce the provisions of the Declaration, Bylaws and/or Rules may be assessed to the Unit Owner.

33. All residents and owners are bound by the Rules and Regulations of the Tideview Condominium Association. The Rules exist to ensure that uniformity and standards are maintained. It is the responsibility of each owner and resident to assist in the enforcement of these Rules and Regulations. Your cooperation will make Tideview Estates more enjoyable for all.

34. Severability: The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceable of any one provision or portion hereof shall not affect the validity or enforce ability of any other provision hereof.