

**TIDEVIEW ESTATES**  
**CONDOMINIUM ASSOCIATION**

**Rules and Regulations**

*Effective: June 18, 2021*

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

To: Unit Owners and Renters

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 amongst 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 of Tideview Estates has adopted the following rules as designated in Article III, Section I of the Bylaws. 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.

### **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.

## **Common Policies:**

1. 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.
2. 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.
3. 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 by any resident excepting notices of general interest, which may be posted on the bulletin board by the mailboxes only. Seasonal decorations of a moderate nature are permitted.
4. 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.
  - 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.).

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 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.

**5.** 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.

**6.** Nothing shall be done in 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 shall allow the installation of wiring for electrical, telephone, or television use, air conditioning units, or other machines' equipment fixtures which protrude through the walls or roof 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.

b) Authorization is herewith given for the installation of deadbolt locks, front door security peepholes, doorknockers, and specific models of sky lights, storm doors, and air conditioners per approval of the Board. The Managing Agent must be contacted for specific information on models, color, and installation. The Unit Owner is allowed to replace their front door with models which are subject to the approval of the Board. Any replacement must be painted to match the approved color on file at Sherwin Williams in Dover, NH or with the Managing Agent.

c) The Unit Owner is allowed to modify the Patio/Limited Common Area at their discretion. The Unit Owner must contact the Managing Agent who will notify the Board and will review the following guidelines with the Unit Owner:

The Unit Owner assumes certain responsibilities which are irrevocable if they choose to make any changes beyond the simple addition of one row of the original paving blocks. In making any changes beyond this, the Unit Owner assumes responsibility for all future upkeep and maintenance to the Patio Area. The Unit Owner or engaged contractor needs to contact DigSafe to ensure the integrity of our common gas lines. The Unit Owner assumes responsibility for any damage to the Common Area resulting from their Patio modification. For their own protection, Unit Owners are encouraged to request a site inspection from a Board member before and after modification to ensure that they are not

unjustly held accountable for damage which may have existed before any modification commenced. No modification shall extend beyond the shorter of the two (2) Privacy Fences for Central Units or beyond the longer of the two (2) Privacy Fences for End Units. In the event that pavers are used, they must slope away from the building. 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 should be installed where these conditions currently exist. Failure to observe these guidelines will be remedied at the Unit Owner's expense. The expense of any property damage which results from a failure to observe these guidelines will be assessed to the responsible Unit Owner.

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. 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, including day care and video rental, shall be conducted from a Unit.

9. No Unit shall have more than six residing in the Unit at any one time without the written approval of the Board of Directors.

10. 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.

11. 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, shrubs, etc. cannot be higher than fence height. No shrub, bush, 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 birdfeeders to sunflower or thistle seeds as these are least likely to attract pests.

12. 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 may be stored in your Limited Common Area or in your garage.

Children are to remain away from parked vehicles not belonging to their parents, and are to exercise extreme caution when riding bicycles. 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.

**13.** 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 exterior, undeveloped or adjacent properties. **The resident/owner must immediately remove any waste excreted on any Common Area which includes the Limited Common Area.** 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.

**14.** Owners have the right to rent or lease their Unit. 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.

**15.** Trash may only be placed in bags purchased from the City of Dover. All trash must be in a barrel with a lid that can be readily detached 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.

**16. SNOW REMOVAL:** Immediately 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, move your car(s) so the parking spaces can be properly cleared. 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.

**17.** Water spigots at the end of condominium Units are not for personal use, but only for watering the grounds. 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.

**18.** Condominium fees are due and payable on the first of each month at the address designated for that purpose. A late charge of \$15.00 or 6% of the monthly assessment past due, whichever is greater, shall be assessed if fees are not received by the first of the month. A charge of \$20.00 will be assessed for all returned checks. All late fees and fines imposed by the Board are subject to a 12% annual interest rate.

**19.** All requests for service must go to the Managing Agent. Non-emergency maintenance is performed between the hours of 8:00am and 4:00pm.

**20.** 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.

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

**22.** Satellite Dishes are allowed pursuant to the following criteria. 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.
- 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.

**23.** 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. No barbeques can be used near the fence. The Unit owner is responsible for any damage to the vinyl fence or siding.

**24.** All hunting and trapping is prohibited on Tideview Estates property. In addition, the discharge of firearms and the use of bows and arrows are prohibited on Tideview Estates property.

**25.** 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.

- a) All fires must be contained within an appliance/device certified for that purpose and used in accordance with the manufacturer's recommendations.
- b) The only fuels approved for use are electricity, charcoal, and petroleum/natural gas.
- c) Due to the hazards of hot embers, firebrands, and ashes, **wood burning devices are not permitted** on Association grounds.

**26.** 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.**

i) 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 units (where the battery only operates in case of a power failure) should be replaced once a year.

ii) The fire sprinkler system water supply and alarm should be tested by opening the test/drain valve and assuring that the 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 should be closed after the test.

*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.

**27.** Window air conditioners that protrude through the window opening may 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) The appliance must be specifically designed by the manufacturer to fit the size of the opening. Correct hardware must be used to assure a safe and secure installation.

b) The appliance and any associated part or fixture must not be attached to, contact, or cover any portion of the Common or Limited-Common areas, i.e., the siding. In other words, the device and everything associated with it must fit inside the perimeter of the window frame.

c) Scrap, haphazardly applied, inappropriately colored/textured, common materials (wood, cardboard, plastic sheeting, tape, etc.) must not be used to block the window opening surrounding the appliance in an attempt to prevent outside air infiltration. 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.

d) 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 points through the exterior, possibility of noise/odors, future removal of equipment, and restoration of landscape.

e) Time Period: Installed no earlier than Memorial Day and removed by October 15 of every year.

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

**Association Administrator: Brooke LaCroix**

**Email: [BLaCroix@evergreenmgt.com](mailto:BLaCroix@evergreenmgt.com)**

**Phone: 603-945-3778**

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

**29. 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.**

**30. 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, these 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.**

**31. 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.**