

APPENDIX E
RULES AND REGULATIONS
THE PINWOOD VILLAGE UNIT OWNERS ASSOCIATION

The following Rules and Regulations are adopted or extrapolated and enlarged from the Declaration of Condominium and Bylaws:

1. **Occupancy:** Each unit shall be used only as a residence for a single family defined as any number of person related by blood or marriage, or not more than three person not related living together in a single unit (see Declaration VIII, 8.1 and Bylaws, Article X, 1). No unit shall be used or rented for transient hotel, motel or commercial purposes. Tenants and new owners are to be provided these *Rules and Regulations* along with a copy of the *Declaration and Bylaws*. If leasing/renting a unit, owners need to provide a copy of the rental agreement plus the name and phone numbers of the tenants to the Board.
2. **When Selling Your Condo:** There are a number of steps and forms to do when selling your unit:
 - a. First, notify Moseley Associates and the Association if you intend to sell or lease your unit.
 - b. Waiver: if the Association does not elect to purchase/lease the unit, specific provisions must be included in the deed/lease regarding compliance with the Green Book (*Declaration and Bylaws* and *Rules and Regulations*).
 - i. A fee of .075% of the unit's selling price is to be paid by the buyer to the Pinewood Village Association at the time sale.
 - ii. A signature indicating that the seller has been given a copy of the *Declaration of Condominium of Pinewood Village* and the *Bylaws* and *Rules and Regulations*.
 - iii. The seller has also give a copy of the unit drawing pertaining to their unit and explaining the responsibility of add-ons.
 - c. Notice of Sale Agreement and a Release Form can be obtained from Moseley.
 - d. Copy of Purchase & Sale Agreement from realtor to Moseley.
3. **Property Use:** No industry, business, or trade of any kind designed for profit will be conducted maintained or permitted on any part of the property. With prior written consent of the Board, a Unit Owner may pursue consultation or other business services that do not entail customers coming to his or her unit.
4. **Firewood Storage:** Firewood/pellets may be stored in a unit's interior or in Limited Common Areas at the rear of each unit, but not elsewhere on Pinewood Village property.
5. **Structural Changes to Buildings:** No Unit Owner will make or permit any structural changes to a unit or replace a heating system without the prior consent, in writing, from the

Board. Requests for permission to perform this work will be accompanied by a complete description and in the case of structural changes, by drawings indicating the proposed dimensions. If practicable, the drawings should be to scale. Unit Owner(s) will not, nor will they suffer or permit anyone to paint, stain or otherwise change the color of any exterior portion of any building. See *Revised Procedure on New Construction, Renovation Requests: Inspection & Sign-off Required* located in your Green Book.

- a. **Front door exception:** Unit owners are allowed to paint their front door a color other than white if they want. The only criteria is that it be a solid color and to use Benjamin Moore semi-gloss or gloss paint. Unit owners are responsible for the cost and upkeep. If you choose to keep the door white, the Association will cover it.
6. **Penalty for Unauthorized Changes:** Any structural changes made to a unit or any changes made by, or permitted to be made by, a Unit Owner in the Common or Limited Common Areas without prior consent, in writing, from the Board will be restored to the original condition at the Unit Owner's expense upon written notice from the Board. In the event the Unit Owner does not comply with such notice within 30 days of the date thereof, the Board may make such restoration and assess the cost thereof against the Unit Owner.
7. **Outdoor Storage:** No one is to store bikes, kayaks (or other sports equipment), garbage cans, rubbish, or other unsightly materials in the Common or the Limited Common Areas – front and back porch or decks are part of the Common & Limited Common Area.
8. **Landscape Regulations:** The Village grounds are designated as Common and Limited Common areas. *Common areas* include the land surrounding the front and side lawns of each unit, as well as the entrance to the Village and open spaces between condominiums. Moseley Associates, the Pinewood Village Association property management, arranges for lawn care and maintenance of the property. Owners who employ gardeners must work through Moseley Associates.

The *Limited Common Area* is a unit owner's personal space located to the rear of each unit, extending from the foundation for 25 feet or to the property line, whichever is less.

As guiding principles, we are concerned about land erosion, drainage, damage to underground utilities, overall appearance of the Village, and not adding to the operating costs of landscape maintenance. The following guidelines clarify the specific landscape regulations in both the Common and Limited Common Areas:

- a. *Common Areas*
 - i. The maintenance, repair, replacement, and operation of the Common Areas are the responsibility and expense of the Association [see Declaration, XI. *Maintenance and Alteration*, 11.1 (a)]
 - ii. Established gardens and landscaping in Common areas are grandfathered. Unit owners are responsible for maintaining these gardens.
- b. *Limited Common Areas*

- i. Development of *new* garden space within the Limited Common area (25 feet or to the property line) requires a written plan presented to and subsequently approved by the Board.
 - ii. Maintenance of new plantings, gardens, terraces, or structures in the Limited Common area are the responsibility of the unit owner.
9. **Offensive Behavior:** No noxious or offensive activity will be tolerated in the Village, inside or out, that may become an annoyance or nuisance to other Unit Owners.
10. **Signs:** No "For Sale," "For Lease," political or other signs, window displays, or advertising will be maintained, permitted, or placed in, or on, any part of the property or in, or on, any unit.
11. **Yard/Garage Sales:** Because of the narrow roadways at Pinewood, and out of concern for appearance and possible disturbance to other units, no yard or garage sales are permitted.
12. **Outdoor Building Décor:** Unit Owner and occupant will not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building or structure. No awning, canopy, shutter, radio, television antenna, will be affixed to or placed upon the exterior walls, doors, roof or any part thereof without prior written consent of the Board. This restriction is not intended to prohibit knockers or nameplates on doors, the hanging of seasonal or holiday decorations provided that such temporary decorations will not be hung so that they hide or obscure the nameplate or unit number, nor is it intended to prohibit the hanging of the flag of the United States of America.
13. **Soliciting:** No personal canvassing or soliciting of any kind for funds, or soliciting the purchase of goods or services, will be conducted, maintained or permitted on any part of the property.
14. **Animals and Pets:** No animals (including reptiles) of any kind will be raised, bred or kept for any commercial purpose in any Unit or in the Common and Limited Common Area. Dogs, cats, or birds are allowed. Any pet causing or creating a nuisance or unreasonable disturbance or noise will be reported in writing to the Board. It will then be determined what action needs to be taken.
 - a. Continuous barking by a dog, although indoor, constitutes a nuisance (even when the owner is not present), and must be controlled by the owner.
 - b. No animal may be chained or on a "run" outside the unit.
 - c. All dogs must be **leashed** while on Pinewood Village property. This is consistent with the City of Lebanon ordinances.
 - d. It is a dog owner's duty to remove the dog feces from any Pinewood Village grounds.
 - e. NH State law requires all dogs be vaccinated against rabies.
 - f. No buried animal restraints.
 - g. A Unit Owner or occupant will hold the Board and Association harmless against loss or liability for any action of their pet within Pinewood Village.
15. **Insurance and Law Issues:** No Unit Owner or occupant will permit anything to be done or kept in a unit or in the Common Area or Limited Common Area that will result in the increase

of the rate or in the cancellation of any insurance on any part of the buildings, or the contents thereof: or which would be in violation of any law.

16. Fire Pits:

- a. Fire pits are allowed with the following criteria: A seasonal permit must be obtained for use of a fire pit from the West Lebanon Fire Department or a burn permit may be obtained electronically for \$3, and is good to the end of the year, December 31. It is free if picked up at the Fire Department.
- b. The fire pit must be 25 feet away from any buildings and decks.
- c. There must be a fire extinguisher or hose readily available near the fire pit.
- d. The fire pit must have a spark catcher.
- e. A member of the Pinewood Village Board must inspect the fire pit and permit.

17. Grills: Grills can be used on rear porches and decks – 5’ away from the building, closer to the railing. It can’t be used under an overhang. There must always be someone in attendance to extinguish in the event of fire. Be sure the grill is clean.

18. Master Key Set Requirement: Each Unit Owner will furnish a key for their unit to the Board, or it’s designated agent for use in an emergency. No Unit Owner will alter any lock, or install a new lock on any door of a unit without furnishing each new or necessary key to the Board. The set of these keys will be referred to as the “Master Key Set”.

19. Parking: The following rules pertain to parking of motor vehicles on the premises:

- a. **Owner or tenant parking will be limited to the number of vehicles that their unit can accommodate in its garage and driveway.** If the need for more space arises, the parking lot across from the Pinewood Village entrance may be utilized. Hang Tags are required to park there and are available through Moseley Associates.
- b. Unit Owners, tenants or guests will not park their vehicles in front of any garage other than their own without consent of the Owner.
- c. In case of a documented disability or other extraordinary circumstances to be determined by the Board, an owner or tenant may park in the Visitor Only parking spaces.
- d. **Visitor/Guest Parking:** Short-term visitor/guest parking spaces are available in the parking lot across from the Pinewood Village entrance, the upper cul de sac, and in the lower Village.
- e. **Winter parking:** vehicles are to be moved from driveways, roadways, visitor parking, and the parking lot across from Pinewood to allow snowplows to clean the roads. If Moseley has to return to redo an area, unit owners may be liable for the cost of the return trip.
- f. The location of any vehicle, of any type, on any Pinewood Village road will be parked in such a manner as to allow easy passage of other cars and trucks. Parking on any walk or unpaved area is not permitted. Commercial vehicles may park on roadways or driveways for the purpose of deliveries or pickups provided it is done expeditiously.

- g. Campers, U-hauls and boats or other watercraft may be parked or placed on the property only as a temporary convenience. Trailers are only allowed during loading purposes.
 - h. **No parking** is permitted as follows:
 - i. Within 15 feet of a fire hydrant
 - ii. In front of any of the four mailbox clusters
 - iii. With wheels on the grass
 - iv. In the turn-around/emergency area between Units 2 and 4
 - v. Where No Parking signs are displayed in the upper Village
20. **Trash:** The Board will keep all occupants informed about the trash and recycling schedules. Trash is picked up on Mondays, with some exceptions, Recycling every other Monday. The other exception is when a holiday falls on a Monday, and then the trash will be picked up on Tuesday. If recycling falls within the same week, then it is picked up on Friday. Containers need to be closed and securely locked, as trash bags are not strong enough to keep birds/animals from making a mess. Trash and recycling containers are to be placed at the roadway end of each unit's driveway in the morning of pick-up.
21. **Absence:** All occupants are to notify the President of the Association or the Moseley Associates in writing if they expect to be away for more than seven days with no one in residence in the unit.
22. **Yard Lights:** Occupants are responsible for replacing burned out light bulbs in the pole lamp of their unit. These need to be special compact fluorescent bulbs that can be obtained from most stores. If you are having problems with your pole or porch lights, contact Moseley.
23. **Keys to your unit.** Be sure if you change your locks to get keys to Moseley and current President.
24. **Email/Phone list for Pinewood.** Be sure to notify the current President if you have corrections or additions to this list.
25. **Speed Limit:** Vehicle speed on Association property **shall not exceed 15 miles per hour.**
26. **Garage Doors:** The Association is responsible for Unit garage doors and the mounted mechanical parts that cause the door to automatically open and close. The Association is NOT responsible for the light bulb that is located in the unit mounted to the garage ceiling or the hand held auto eye that is generally carried in the car to activate the movement of the garage door.
27. **Serving on the Pinewood Village Board:** The Pinewood Village Board consists of five (5) directors, must be of lawful age and able to provide documentation that they are the owner of record on the property deed. While it is not necessary to be a full time resident it is important that a Board member be in residence at least six months of the year and can be available electronically.