

SUMMERFIELD of AMHERST CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

*Amended and restated as of February 6 2016 superseding all prior amendments and
revisions*

EXHIBIT C

RULES AND REGULATIONS

SUMMERFIELD OF AMHERST CONDOMINIUM ASSOCIATION

February 6, 2016

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Article I Rules and Regulations

1. **Establishment of Rules and Regulations (R&R).** These R&R relate to Summerfield of Amherst, situated on Hollis Road, Amherst, Hillsborough County, NH (the Condominium). These R&R have been revised/adapted from the originally structured Condominium Documents adopted by Etchstone Properties, Inc, a NH corporation, the original Declarant of the Condominium. These R&R are appended as Exhibit C to the Declaration of Condominium for Summerfield of Amherst, by Etchstone; (the Declarant) dated April 18, 2005 (Hereafter referred to as the “Declaration”). These R&R supersede all previously dated and undated versions. The Board of the Association from time to time may amend these R&R as permitted under the Declaration and the Bylaws related thereto. ***No Rule or Regulation may violate the Summerfield of Amherst Bylaws, the Declaration of the Association, or the laws and regulations of the State of NH or the Town of Amherst.***

2. **Discretion of the Board of Directors (Board).** The Board may, at any time, create further rules and standards to clarify the intent of the R&R. The R&R have their basis in the Bylaws and the Declaration.

3. **Enforcement by the Board of Directors.** The Board may enforce, including the levee fines, these R & Rs pursuant to the same means of enforcement as are authorized with respect to the enforcement of the Bylaws as set forth in Section XII thereof.

4. **Lien Procedure.** The Board shall follow the guidelines provided by the State of New Hampshire, for more information refer to Article XII, paragraph 3 of the By Laws (Exhibit B, The Declaration)

5. **Financial Review.** A financial review, or audit, will be completed within 90 days of the annual meeting, for the past calendar year. The Board will appoint an in-house audit team comprised of three (3) owners to work with the Treasurer and the President to conduct the financial review. The results of the review will be presented to the Board for their approval.

6. **Definitions:** Capitalized terms not otherwise defined herein or in the Declaration shall have the meanings specified in Section 2.3 of the New Hampshire Condominium Act (NH RSA Ch. 356-B, amended from time to time – hereafter referred to as the “Act”) and Article 1 of the declaration

7. **Conflict.** In any conflict between these R&R and the Condominium Declaration or the By Laws, the Declaration and By Laws will take precedence.

8. **Waiver.** No restriction, condition, obligation or provision of these Rules and Regulations shall be deemed to have been abrogated or waived by any reason or failure to enforce the same.
9. **Captions.** The captions contained in these R&R are for convenience only, are not part of these R&R and not intended in any way to limit or enlarge the terms and provisions of these R&R.
10. **Gender etc.** When ever in these R&Rs the context so requires, the singular number shall include the plural and the converse. The use of any gender shall be deemed to include both genders and neuter.

Article II General Use Provisions

1. **Restrictions on Use of Units and Common Area.** To assist the Condominium in providing for congenial occupancy, it is necessary that the Board have the right and authority to exercise reasonable controls over the use of the Units and the Common Area. Violation of the following enumerated prohibitions shall not be permitted, and the Board is hereby authorized to take all steps necessary to prevent or discontinue any violations thereof, all at the expense of the violator:

A. **Advertising.** No advertisements, signs or posters of any kind shall be posted in or on any Unit of the Common Area except as authorized by the Board.

1. Professional Real Estate signs are permitted with Board approval. Approval may be obtained by verbal request to any Board member or by email request to summerfieldofamherstboard@gmail.com

2 Building Permit signs are permitted in the windows while the project is being completed.

B. **Parking and Driving on Grass.** **Parking and driving on any grassy area within Summerfield is strictly prohibited without specific written consent of the Board of Directors.** Vehicles driving or parking on the grassy areas may also damage irrigation piping, irrigation spray heads, and street curbing. The Summerfield septic systems consist of 27 leach fields, 80 septic tanks, and 17 pump chambers, all connected by a network of piping. Driving or parking on the grassy area can cause damage to any of these septic system components. The unit owner will be billed for the cost of all repairs caused by any vehicle that is driven on the lawn to support any activity at his unit. This includes, but is not limited to, furniture moving, delivery of construction materials, off road parking, construction debris removal, etc.

C. Public View.

1. No clothing, laundry, rugs or other objects shall be hung, or thrown from any window or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view.

2. All refuse and trash shall be in trash bags in closed containers for pickup. This will prevent animals from tearing plastic or paper bags and allowing the contents to spill across the property. No garbage or trash shall be permitted to remain in public view except on trash collection days or on the evening before. When not on the street for pickup, all trash and recycle receptacles will be stored inside the house or garage.

3. All recycle items shall be secured in containers. Put heavier items on top to prevent the lighter items from blowing away. Do not put plastic bags in your recyclables or use plastic bags to dispose of your recyclables. Plastic bags are not acceptable recyclables. You can place all your recyclables in a closed container like the ones you use for trash so long as the container is clearly marked for recyclables.

4 A maximum of two (2) propane tanks (maximum 20-pound capacity) and one gasoline powered emergency generator may be stored under decks or sunrooms.

5. Storage – One container, not to exceed 135-gallon capacity, may be used for storage under decks, on decks, or on patios. The container must be of commercial manufacture and not a homemade configuration. This requirement for commercial manufacture is to maintain the consistent appearance across all of Summerfield Units. The Board recommends the use of the Suncast containers depicted below. They can be purchased at The Home Depot, Wal-Mart, Target, Lowe’s, Amazon, Sam’s, and Costco.



Examples of acceptable Suncast storage boxes



D. Pets.

1. Except as permitted in the Declaration or Bylaws, no animal, other than common domestic household pets, shall be kept or maintained at a Unit or on the Common Area. Dogs will not be outside of Units unless they are accompanied by a

responsible person and carried or leashed. A maximum of 2 pets will be allowed per household. Licensing of pets must comply with local ordinances. Unit owners are responsible for pets brought into Summerfield by their guests

2. Solid pet waste must be picked up and disposed of in a sanitary manner. The Owner of a Unit where a pet is kept or maintained shall make a conscious effort to refrain his pet from urinating on mulch areas or planting beds.

3. The Board may make further provisions for the control and regulation of household pets in the Condominium. The Owner of the Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board for all damages resulting from the maintenance of said pet, and any costs incurred by the Association in enforcing the rules prescribed or to be prescribed by the Board for the control and regulation of pets in the Condominium and each such Owner shall be deemed to indemnify and hold the Board harmless against such loss or liability resulting from said pet.

4. In the event that an owner does keep a pet in contravention to the provisions of these Rules and Regulations then the Association shall have the right to apply to a court of competent jurisdiction for an injunction to require an owner to remove the same. In the event the Association prevails in its suit for an injunction, the defending unit owner shall be required to pay the Association's costs, including attorney's fees.

E. Nuisance. In compliance with the Town of Amherst Ordinance, no nuisance shall be allowed at the Condominium. Nuisance is defined in Article III – General Zoning Provisions Section 3-1 Nuisance Provision (Town of Amherst Ordinance) that states: Any activity, function, or other behavior that may be injurious or obnoxious because of the production or emission of smoke, fumes, dust, odor, refuse material, noise, vibration, radiation or like condition, or that endangers the health, safety, peace or enjoyment of the community, or tending to its disturbance or annoyance is prohibited.

F. Additional External Installations: Any additional installation requires the Board of Directors approval of Enclosure 1 before work can begin.

1. No Owner, tenant or guest shall allow the installation of wiring for electrical or telephone use, telephone antennae, air conditioning unit or other machine or equipment, which protrudes through the walls or the roof of the building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Board. Satellite dishes, as normally supplied by DirecTV and The Dish Network for residential use, may be placed in or outside of a Unit provided that the Owner shall take reasonable steps to shield the same from public view. Wires leading from the Dish to the entrance point of the residence must be routed or shielded in such a manner as to minimize its appearance from view. Colored conduits, either same color as outside siding or white is preferable. Unless approved by the Board in writing, satellite Dishes shall be installed on the rear roof of the home above the roof (gutter line) line. Satellite Dishes shall not be attached to the vinyl siding, as it will permanently deform the siding, which must remain "free floating", or it will buckle under temperature extremes.

2. Radon Mitigation venting shall be internal to the building and through the roof or through the attic sidewall with a “dryer like vent”. No external pipe shall be visible on the exterior sides of the building.

3. Exterior Emergency Generators - The following directions are to be followed when installing an emergency natural gas generator:

a. Whenever possible, the generator must be installed behind the unit. If not possible, then the generator must be installed at one of the rear corners of the unit as far back from the front of your home as possible.

b. The installer must provide a stable, framed base for the generator, typically of a crushed stone or concrete design.

c. Gas lines and electrical connections to the generator must be buried and installed according to existing building codes.

d. A certified and licensed installer of the homeowner’s choice must perform the installation.

e. Suitable landscaping (shrubs, small bushes, etc.) must be installed to shield the unit from both the street view and the neighbor's view without obstructing ventilation of the unit.

f. It is the homeowner’s responsibility to insure that all permits are obtained and that all building codes are met-

g. A member of the Board will coordinate a walkthrough of the property and help determine the exact placement of the generator.

h. The gas meter for the home may not be large enough to accommodate the standard household needs as well as the generator. This may require that the gas company replace the gas meter with one of larger capacity. Be sure to check with the installation contractor.

4. No new fences will be added. No Living Fences or Hedges are permitted.

G. Changes to Units or Common Area: Any change requires the Board of Directors approval of Enclosure 1 before work can begin.

1. Nothing shall be done in any Unit or in, on, or to the (Submitted Land) Common Area which may impair the structural integrity of the Submitted Land, or which would structurally change a building or improvements thereon except as provided in the Declaration or the Bylaws and these R&R. Structural additions to the Units other than those originally identified by Etchstone Properties INC. will not be permitted.

2. Nothing may be hung from decorative trees located in the Common or Limited Common Areas

3. Enclosed Porches – Some Summerfield Residents have enclosed porches that, may, in time, become discolored. Some are all white in appearance, which is in contrast to some homes that have colored siding. The Board has approved the painting of these porches in a color, complimentary to the homes siding. We strongly

recommend that a professional painter accomplish the work as the vinyl panels must be properly cleaned, primed and painted with a specific type of paint

4. Storm Doors, Bulkheads and Railings –These changes to a unit requires the Board of Directors prior approval of materials, models and colors as well installation. Unapproved items must be removed at the Owner’s expense. Bulkheads, if painted, must be painted the same color as the exterior siding of the unit.

5. Modifications or additions to the original appearance of the unit or deck such as gutters, shutters or colors require Board approval. Hammocks or hanging porch swings are not allowed below decks.

H. Improvements to Common Area Adjacent to Units.

Certain improvements, as noted below, require the Board of Directors approval of Enclosure 2 before work can begin

1. **Gardens:** Each home has an “as designed” garden as provided by the builder. The configuration is in keeping with the particular style of home. From time to time some homeowners may want to extend their gardens by reconfiguring the beds and adding flowers and plants. Board approval is required for any new cut lines to existing beds or creation of new beds. The request for new cut lines or new planting beds will be submitted to the Board for approval using the form found at Enclosure 2 to these Rules and Regulations. The request will include a detailed description and drawing of the proposed modifications or additions and a description of the plantings. The Board prefers the work to be done by the Summerfield contracted landscaper, as they are aware of sprinkler locations and other requirements and restrictions. Because the Summerfield contracted landscaper is responsible for all yard work at Summerfield, the Summerfield contract support will have priority over landscaping support to individual homeowners. Any additional cost of labor for trimming, maintaining and mulching of expanded gardens will be at the homeowner’s expense. No vegetable gardens are permitted within Summerfield of Amherst Common Area or Limited Common Area.

2. **Flowers:** Homeowners may plant and maintain flowers within six (6) feet of the exterior walls of their Units, patios and/or decks. The planting of flowers in existing beds does not require board approval. All plantings must be removed from original store pots and either placed directly in the ground or in a planter. The Board must approve planting of bushes and shrubs. A request to plant shrubs and bushes will be submitted to the Board for approval using the form found at Enclosure 2 to these Rules and Regulations. Up to three (3) potted plants may be displayed in front of garages. Hanging type plants may be displayed on the front porch, along the exterior of the Unit, or along the exterior forest boundary of Summerfield. Hanging plants either hung directly from the Unit porch ceiling or from hooks placed in the ground must have a minimum of four (4) feet separation between pots. No potted plants can be placed on any grass or lawn area as it impedes the summer lawn care. Railing type flower pots (planters) are permitted on deck railings. A maximum of two (2) vegetable pots are permitted on decks or patios.

3 Trimming: All bushes, trees, and shrubs must be trimmed to ensure that they do not impact nor impinge on the sides or top of the building.

4. Trees: The planting of trees is carried out by the Association, as they are all located in common areas, where ownership resides with the Association. Homeowners may request tree plantings near their homes by submitting Enclosure 2, at which time the Board will review the request and either, approve or deny the request. The unit owner will pay all costs of procurement and planting. At this time, only trees that are the same or complementary to other existing trees on the property are being considered as replacements for dying or dead trees, or as new additions to members' properties.

I. Displaying of the American Flag. Refer to Freedom to Display The Flag Act of 2005 H.R. 42 (An Act) – to ensure that the right of an Individual to display the flag of the United States on residential property not be abridged. Owners shall have the right to display one (1) United States flag, measuring up to three (3) feet by five (5) feet, on a pole attached to the front exterior of the Unit using a standard flag pole bracket, preferably between the garages but on the Briarwood Model, installing the flag pole on the front “pillar” is allowed. Flag etiquette should be exercised at all times.

J. Seasonal Flags. A seasonal flag may be displayed on a flagpole bracket between the garages. Only one flag may be displayed at any given time, either the American flag or a seasonal flag.

K. Yard Ornaments: Yard ornaments shall not exceed two (2) feet in height. Only two (2) yard ornaments can be displayed per side and adjacent to Unit and must be in the mulch beds. The Board must approve any yard ornaments displayed in mulch areas not adjacent to the Unit. There is a maximum of eight (8) yard ornaments per unit. The Board must approve any exception to this maximum number.

L. Seasonal Decorations: Decorations may be displayed thirty-five (35) days before the holiday and must be removed by fifteen (15) days after the holiday. No inflatable displays are allowed. No projected visual displays are allowed. Stringed lights are permitted on trees in common areas during the holiday season.

M. Walkway Lighting: Walkway lighting is only allowed in the mulched areas adjacent to the front walkway and they can be no closer than three (3) feet apart. Walkway lighting is not allowed under trees in common areas.

N. Grills: Grills should be kept in the garage, on decks or patios. If not stored in one of these three locations, they must be stored to the rear of the unit. After use, the gas grill should be returned to the stored area.

O. Use:

1. There shall be no installation of furniture or fixtures to include, but not limited to, swing sets, swimming pools of any kind or size, clothes lines, clothes poles,

clothes racks, sandboxes, lawn furniture, basketball hoops, badminton or volleyball nets, or any other structures, furniture or equipment on common areas.

2. Tables, table umbrellas, and chairs are permitted on decks and patios.

3. No personal articles shall be allowed to remain unattended in any part of the limited common or common areas, including, but not limited to, bicycles, scooters or similar vehicles or toys.

4. There shall be no organized sports activities, gatherings, picnicking, or fires, in any common areas. Any exceptions require Board approval.

5. There shall be no use of the common area that would cause injury to any person or pet, do damage to any trees or other plantings thereon, increase the maintenance thereof, or cause unreasonable embarrassment, disturbance, or annoyance to other owners in their enjoyment of the condominium. Local ordinances are to be observed.

6. Only charcoal fires in protected commercial metal containers with a cover may be used in approved limited common areas and, provided that such fires are continuously and carefully guarded, placed sufficiently away from all buildings and property so as not to be hazardous to any buildings or property. Continuous open-flame fire rated commercial containers that do not have a cover must be guarded and an appropriately rated, fully charged fire extinguisher must be immediately available. Open-flame fires may require a permit from Town of Amherst

7. Fireworks are prohibited within condominium boundaries.

8. No Unit or Common Area of the Condominium may be used for any unlawful, immoral or improper use.

P. Home Businesses. Each Unit shall be occupied and used only for private residential purposes by the Owner and his or her family, or by lessees or guests of the Owner, except for such limited professional use as the Board, upon written application from an Owner or Renter, may authorize at its discretion. This request may be submitted via email to the Board. Such limited professional use shall not be incompatible with the residential character of the Condominium. These provisions regarding use shall not prohibit an Owner from leasing or renting his Unit, providing that such lease or rental shall be by written agreement and in accordance with the terms and provisions hereof.

Q. Vehicles, boats, trailers, etc.

1. No vehicles shall be parked outside a Unit, except for personal cars or non-commercial vehicles owned by the Owner or tenant of a Unit. Such non-commercial vehicles cannot exceed the size industry standard one (1) ton capacity vehicles with standard single, rear wheel configuration. No unregistered vehicles may be maintained at or outside of a Unit.

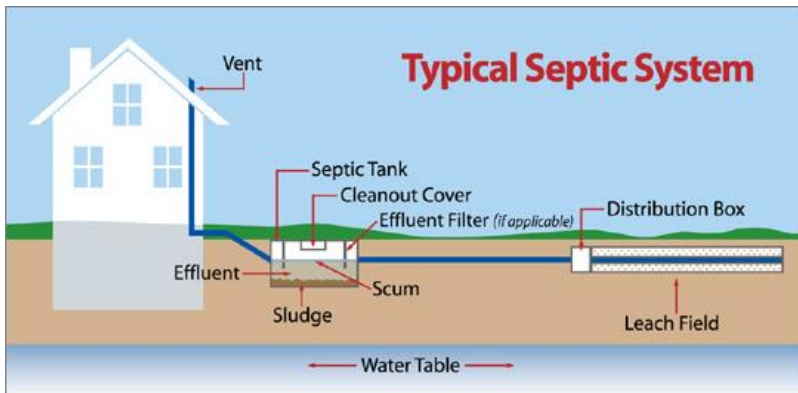
2. No vehicles are to be parked on the street overnight. No boats, trailers, recreational vehicles or other similar items of personal property shall be parked on or stored in the common or limited common area without prior approval of the Board.

3. Any vehicle parked in the common area for any extended period requires Board notification and approval.

R. Use of Units and Common Area. In the use of the Units and the Common Area of the Condominium, Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable R&R.

S. Septic Systems.

1. Each home in Summerfield is tied to a septic tank and leach field. A typical system is illustrated below.



2. Septic tank and effluent (waste) pipe maintenance are the responsibility of the homeowner. However, in order to protect the leach fields the Association schedules and pays for an annual inspection of the septic tank and cleaning of the filter. The septic company reports to the Board the condition of the tank and filter and will pump the tank if, in the opinion of the septic company, the tank requires pumping. This pumping is done at the homeowner's expense.

3. To understand why this pumping is required, think of a septic tank as an underground dumpster. As solids in your dumpster (septic tank) become too high, you need to empty the dumpster (septic tank). Emptying the tank prevents the level of solids from becoming too high, exiting the tank, and clogging the leach field. Pumping and cleaning the septic tank on a regular maintenance schedule helps the leach field last longer and work more effectively.

4. Homeowners should follow the guidelines below to ensure the life of the septic system:

a. Avoid excess use of strong cleaning agents, bleach, or septic system additives. Do not put paint or potentially toxic chemicals down the sink drain into your tank.

b. Do not allow water softener waste brine to enter your septic tank — the salt clogs the leach field, reducing its life.

c. Use liquid detergent rather than powder, and use single-ply toilet paper. 2-ply septic safe toilet paper may create septic problems.

d. Cigarette butts, hair, facial tissues, paper towels, bandages, feminine products, baby wipes, dental floss, etc. belong in the garbage, not in the toilet.

e. Grease does not break down in the septic tank. Cooking grease should be placed in a can and then into the garbage.

f. Be wary of commercial items that claim to clean septic tanks or cesspools or improve their functioning. If problems arise, investigate the cause before using chemical products.

g. Add 10 packages of yeast with 2-3 cups sugar 1 week after the tank is pumped to reactivate the bacteria in the tank. Just flush down the toilet or pour down any drain. Repeat this every 6 months.

h. The leach fields of some units are higher than the septic tanks. Consequently gravity feed of the effluent from the septic tank to the leach field is not possible. The septic tanks of these units empty into a Pump Chamber that pumps the effluent up hill into the leach field. During power outages, units that are connected to a pump chamber must limit their water usage. Most importantly, these units should not be using the dishwasher or the clothes washing machine. Failure to do this could cause a backup of the pump chamber because without power the pump will not drain the tank. If the pump chamber backs up it could cause a backup of the individual septic tanks and a resulting backup into the unit's internal plumbing. The Unit's that have a pump chamber and must control their water usage are:

2 Appleton Way	2 Crystal Lane	7 Summerfield Way	18 Summerfield Way
4 Appleton Way	4 Crystal Lane	8 Summerfield Way	19 Summerfield Way
6 Appleton Way	6 Crystal Lane	9 Summerfield Way	20 Summerfield Way
8 Appleton Way	1 Elmwood Way	10 Summerfield Way	22 Summerfield Way
10 Appleton Way	3 Elmwood Way	11 Summerfield Way	7 Westgate Way
12 Appleton Way	5 Elmwood Way	12 Summerfield Way	8 Westgate Way
14 Appleton Way	7 Elmwood Way	13 Summerfield Way	9 Westgate Way
16 Appleton Way	9 Elmwood Way	14 Summerfield Way	10 Westgate Way
2 Beacon Lane	1 Summerfield Way	15 Summerfield Way	11 Westgate Way
4 Beacon Lane	3 Summerfield Way	16 Summerfield Way	12 Westgate Way
6 Beacon Lane	6 Summerfield Way	17 Summerfield Way	14 Westgate Way

T. **Garbage Disposals.** Garbage disposals are not to be installed in any Unit.

U. **Community Center (CC) (Clubhouse).** The Community Center, also referred to as the Clubhouse, is provided for the use of all Summerfield of Amherst Owners, residents, and their guests. All functions must be for the use of Summerfield of Amherst residents and their guests for private and social events only.

1. **Functions & Priorities** – There are three types of events that can be held at the Community Center. These are:

a. **Standing Group** – This is an event that is sponsored by a standing group recognized by the Board. This list expands or contracts as interest in the activities or groups vary. Some examples of these groups are Pinochle, Craft, Scrabble, Book Readers, etc.

b. **Community Wide** – This is an event open to all residents of Summerfield. Community Center capacity safety limits (maximum 66 persons) may restrict the number of attendees, but the event is open to all residents. A Community Wide event may be sponsored by the Social Committee, the Education Committee, or by an individual resident.

c. **Private** – An event that is sponsored by or for resident(s) and is not open to all residents of Summerfield. The sponsoring resident(s) must be present at the function from opening until closing of the Community Center.

The following uses are not permitted unless approved in advance by the Board of Directors:

- I. Any event that is open to the general public
- II. Any event of a private or public organization that is not sponsored by a resident of Summerfield who is a member of that organization.
- III. Any event, sponsored by a Summerfield resident, of a local social organization to which the sponsoring resident belongs.
- IV. Political events
- V. Fund raising events
- VI. Profit oriented events, such as Tupperware, Amway, jewelry, etc.
- VII. Corporate events
- VIII. Events that exceed the capacity of the Community Center

2. **Reservations** – The Community Center is available by reservation only. To reserve the Community Center the Unit Owner or resident who is the event sponsor must submit the form found at [Enclosure 4](#) of these Rules and Regulations to the Board. The form may be submitted as an attachment to an email request to the Board, via U.S. Mail, or hand delivered to a Board member. Reservations will be taken on a first-come, first-served basis.

3. **Availability** - The Community Building is available for use until 12 midnight on Friday and Saturday, and until 11:00 PM Sunday through Thursday. .

4. **Fees** – For Private Functions, at the time of reservation, a check in the amount of \$50.00 payable to the Summerfield of Amherst Condominium Association will be required to cover the usage fee. The reservation will become effective upon the receipt of the check. If there is any damage incurred during usage of the Community Center, the cost of repairs will be billed to the resident. A member of the Board will inspect the Community Center with the sponsoring resident before and after the event.

5. **Responsibilities** – The resident who reserved the CC is responsible for the actions of any guests including any damage incurred to the building or furnishings by those guests. The responsible resident must also ensure that:

a. A reasonable sound level is maintained both inside and outside of the building throughout the course of the sponsored function.

b. He or she is present at the function at all times.

c. There is NO SMOKING anywhere in the building.

d. There will be NO PETS anywhere in the building.

e. Nothing is taped, pinned, affixed or hung on the outside of or on the walls inside the Community Center.

f. The checklist at Enclosure 5 to these Rules and Regulations is followed for items to be checked and items to be cleaned when the Resident is finished using the building.

g. The Community Center is restored to its original configuration. If furniture is moved to accommodate the function, it must be returned to its original placement at the conclusion of the function.

6. **Equipment** – There are several items of equipment available for use by residents for events scheduled at the Community Center. These items are of the expendable and non-expendable variety. The expendables are contained in the kitchen cabinets and are available to all users of the Community Center without prior coordination. The non-expendables are locked inside two closets in the Community Center and are available with prior coordination with the Board. A complete list of available items is at Enclosure 6 to these Rules and Regulations.

7. **Fines** - Any violations of these guidelines and rules for the Community Center -may result in a fine, charges for damages, and/or denial of future use of the facilities.

8. **Gas Grills** – There are two gas grills at the back of the Community Center. They are available for use if requested in the reservation. **The resident sponsoring the event that chooses to use the gas grills assumes all risks for doing so.** The gas grills must remain at least ten (10) feet from the building. If the gas grills are used, the reserving resident and a member of the Board, both before and after the event, will inspect them for function and cleanliness.

9. **Alcoholic Beverages** – Alcoholic beverages are permitted but any alcoholic beverages that are served will be served only to guests of legal drinking age. The resident is responsible for insuring that no alcoholic beverages are served to an obviously intoxicated guest. The resident assumes all responsibility for the actions of any intoxicated guest.

10. **Parking** - All guests should use the parking lots adjacent to the Community Center, making sure that the mail house is not blocked to residents. If there is an overflow of cars, cars may be parked along the roadways. Two-way access on all Summerfield roads must be maintained for residents and emergency vehicles.

11. **Community Center Access** – A key to the CC front door is maintained in a lock box on the outside doorframe of the front door. The combination to the lock box will be provided to the resident should access to this key be required to open or close the Community Center. Owners and Residents must not pass on the lock box combination to anyone who is not a Member of the Association.

V. **Visitors.** Owners and residents are responsible for the supervision of any children or pets belonging to sponsored visitors to Summerfield in accordance with the Declaration, Bylaws and these R&R. Owners and residents will also notify the Board of any visitor or guest vehicle which will be parked in the common area longer than over night.

W. **Limited Common Areas.**

1. A Unit Owner(s) is wholly responsible for all costs to repair, maintain and replace all aspects of his Unit and its Limited Common Area. This includes its steps, driveway, walkway, septic system discharge between house and septic tank, and patio, if any.

2. Each Owner shall be responsible for performing the maintenance, repair and replacement, at his own expense, of any Limited Common Area which is appurtenant to his Unit, including keeping it in a clean sanitary condition and free and clear of snow, ice and any accumulation of water. The Board may elect to expand the

street and driveway snow removal contract to include snow removal from individual unit walkways but the unit owner remains responsible to ensure that walkways are clear.

3. In the event the Owner(s) fails to maintain, replace or repair the exterior of his unit of the Limited Common Area appurtenant thereto, after thirty (30) days written notice of the need for the same is given to him by the Board, the Board may enter and undertake such maintenance, replacements or repairs, the expense of which shall be borne by the Owner(s) of said Unit.

4. Notwithstanding any other provisions of the Declaration or Bylaws, the Board of Directors on behalf of the Association may elect to charge as a Common Expense the cost of repair, maintenance, and/or replacement of aspects of the Limited Common Area and establish as an element of the reserves funding towards such expenses.

5. Each resident/unit owner is responsible to replace, at their own expense, all removed trees and shrubs that the unit owner has removed or cleared from the common area around or adjacent to his unit, for any reason, without prior Board approval.

6. Any poisonous or invasive plantings, etc., which exist must be brought to the attention of the Board who will notify the professional landscapers to rectify the problem in an expeditious and safe manner.

7. If a unit owner proceeds with an action which requires Board approval prior to Board approval and the Board does not grant the approval, the unit owner will be required to return to the original condition prior to change. The unit owner will be liable for all costs associated with said return and for any damage that may have been incurred as a result of the owner's unapproved action.

8. The Board may contract with various providers for landscaping, snow removal, tree planting, fertilization, etc. These contractors, when performing under Association contracts, will not take any direction from individual unit owners. They will only take direction from the Board.

9. Individual unit owners may only direct the work of these contractors if they are performing work inside the home and Board approved tasks outside the home under contract to that individual homeowner and not the Association.

2. Rental or Lease of Units: All Leases or rental agreements for any Unit shall be submitted to the Board in writing using the form at Enclosure 3, shall be subject to the Declaration and the Bylaws, and shall be for a period of not less than six (6) months. The Association will provide a copy of the Declaration, Bylaws and R&R to the new Resident. The new Resident will be required to sign a statement provided by the Board agreeing to abide by the Declaration, the Bylaws and these R&R. If a Unit is rented/leased by an Owner:

A. The renters must be of an age that corresponds to the current homeowner. If the current homeowner is over age 55, the renter must also be over 55. If the homeowner is under 55, the renter may be older or younger than 55. This will maintain the minimum 80% of occupants over the age of 55 required by NH law.

B. The renters must abide by the Declaration, the Bylaws and these specific R&R.

C. The owner will continue to be liable for all damages and upkeep of the Unit.

D. The owner will continue to be responsible for all Association dues and assessments.

3. **Resale of Units.**

A. **Intent to Sell.** The owner of a Unit must notify the Board of their intent to sell their unit. This notification may be made by email to the Board. As soon as it is known, the Unit Owner must provide the contact information of the buyer to the Board. This will enable the Board to provide the buyer with all the Summerfield of Amherst Condominium Association documents.

B. **Prior to Resale.** Prior to the closing of a sale of a Unit, the new Owner must provide to the Board new owners signature on the copy of the Association Bylaws provided to them by the Board.

C. **Estate Sales.** If the owner of a Unit wants to conduct an estate sale in conjunction with the sale of the Unit, the estate sale must be coordinated with the Board. The homeowner is responsible to ensure that parking is controlled during the estate sale. It is imperative that free and easy access along all streets within Summerfield be maintained to enable clear passage of emergency vehicles. Parking in grass areas is not permitted. If street parking is not available, the Community Center parking lot may be used for overflow parking, provided it does not conflict with any scheduled Community Center activity. The two spaces in front of the mail shed must be left open for resident mail access at all times.

4. **Yard Sales.** Individual yard sales are not permitted at Summerfield. Depending on level of interest, Summerfield will conduct community wide yard sales twice a year, typically in May and September. Individuals may set up their own tables at these yard sales or may donate items to a Summerfield table. Any proceeds from the Summerfield table will be returned to the Summerfield treasury.

ARTICLE III LIGHTING

1. **Hours of Lighting.** The Board may, from time to time, establish rules governing the times that streetlights (which are part of the Common Area) shall be illuminated.

2. **Exterior Lighting.** Exterior lighting shall be "as designed" by the builder, clear bulbs only, and shall illuminate existing, as designed, fixtures.

Enclosure 1, Exhibit C
Summerfield Request for modification to Building Unit

SUMMERFIELD OF AMHERST CONDOMINIUMS

**APPLICATION
FOR
EXTERIOR REMODELING AND/OR ADDITIONS APPROVAL**

The form on the next page is to be used to request approval for items that would include, **but are not limited to**: construction of sunrooms, additions or modifications to decks, changes to windows, addition of storm doors, addition or modification of railings, addition of gutters, etc.

It is the homeowner's responsibility to obtain any permits that are required before the start of work and after Board of Directors' approval, if granted.

This completed application should be submitted to the Board of Directors:

**Summerfield of Amherst
Board of Directors**
1 Summerfield Way
Amherst, NH 03031

The application may also be submitted as an enclosure to an email sent to:

summerfieldofamherstboard@gmail.com

The Board of Directors usually meet once a month and will review the submitted request at the next scheduled meeting after receipt of the request. All plans shall be prepared at the owner's expense.

Enclosure 1, Exhibit C continued
SUMMERFIELD OF AMHERST CONDOMINIUMS

**APPLICATION FORM FOR
EXTERIOR REMODELING AND/OR ADDITIONS APPROVAL**

INFORMATION REQUIRED: Attach additional sheets if needed

Owners name, residence and telephone number – Include email address if you have one.

1. Contractor's name, address, telephone number
2. Estimated time of construction (starting and ending dates)
3. Certificates of Insurance - Liability, Builders Risk, Auto Liability, Workers Compensation
4. Sketches, drawings or photographs showing proposed modifications, as applicable.
5. Material to be used

Property Owners' Name(s):

Home Address: _____ Date _____

Home Phone #: _____ Cell Phone #: _____

Email: _____

Contractor: _____

Contractor Address _____

Contractor Phone# _____ Contractor email: _____

Estimated Construction Period:

Type of work to be done:

Enclosure 2, Exhibit C
Summerfield Landscaping Modification Request Form

**SUMMERFIELD OF AMHERST CONDOMINIUMS
APPLICATION FOR
EXTERIOR LANDSCAPING APPROVAL**

This completed application should be submitted to the Board of Directors:

**Summerfield of Amherst
Board of Directors**
1 Summerfield Way
Amherst, NH 03031

The Board of Directors usually meet once a month and will review the submitted request at the next scheduled meeting after receipt of the request. This request will include specifications as to the number and size (including both vertical height and caliper) of plants, trees, or shrubs to be utilized. All changes shall be in harmony with the surrounding structures and topography. All plans shall be prepared at the owner's expense.

INFORMATION REQUIRED: Attach additional sheets if needed.

1. Sketch of property showing where new landscaping is proposed.
2. Dimensions of new area
3. Provide locations, size and descriptions of planting, beds and final surface material.
4. If applicable, Contractor certificates of Insurance

Property Owners' Name(s): _____

Home Address: _____ Date _____

Home Phone #: _____ Cell Phone #: _____

Contractor (If applicable) _____
Address _____

Contractor Phone# _____ Contractor email: _____

Estimated Construction Period: _____

Type of work to be done:

Enclosure 3, Exhibit C
Summerfield Rental or Lease Notification

SUMMERFIELD OF AMHERST CONDOMINIUMS
Rental or Lease Notification

This completed form should be submitted to the Board of Directors:

Summerfield of Amherst
Board of Directors
1 Summerfield Way
Amherst, NH 03031

Date: _____ Rental Period: _____

Owner's Name: _____

Owner's Mailing Address: _____

Owner's Phone #: _____ Owner's email address: _____

Tenant(s) Name(s): _____

Tenant's Ages: _____ (Required by Board to maintain over 55 percentage required by NH law.)

Summerfield Address: _____

Tenant's Contact Phone Number while renting: _____

Tenant's email address: _____

I/we acknowledge that I/we remain responsible for all Summerfield of Amherst monthly dues and any assessments that may be required. I/we also acknowledge that we remain responsible for upkeep of the property and are liable for any damages caused by the tenants to the Limited Common Area, the Common Area, or the rented Unit.

Owner Signature

Owner Signature

Owner Printed Name

Owner Printed Name

Enclosure 4, Exhibit C
Summerfield Community Center Reservation Form

SUMMERFIELD OF AMHERST
COMMUNITY CENTER RESERVATION FORM

Date Submitted _____

Resident Name _____

Address _____

Home Phone _____ Email address _____

Requested Reservation Date - From _____ To _____

Estimated Number of Guests (Maximum capacity is 66) _____

Type of Function _____

Will the gas grills be used? _____

Date Usage Fee Paid _____ Check # _____

I have read and agree to the terms and conditions governing the use of the Community Building. I will leave the community building neat and clean and in the same condition as I found it. I understand that I will be billed for damages done to the building or its furnishings and that I am responsible for cleaning costs should I fail to satisfactorily clean it myself. The usage fee is \$50.00 and is payable to the Summerfield of Amherst Condo Association.

Signed _____ Date _____

Enclosure 5, Exhibit C
Summerfield Community Center Checklist

SUMMERFIELD OF AMHERST
COMMUNITY CENTER CHECKLIST

This checklist has been provided to assist with cleaning and securing the building after any function. Failure to properly clean and secure the Community Center could result in denial of future request(s) to use the Community Center.

1. Vacuum all carpets.
2. If there have been spills on the carpet, every effort should be made to clean the spill. If the stain cannot be removed, it is the Resident's responsibility to notify the Board of Directors of the spill.
3. Trash is to be collected from both restrooms and the kitchen and taken home by the Resident who sponsored the function. There is no trash pickup at the Community Center.
4. The kitchen is to be thoroughly cleaned if used. The floor is to be swept (unless there is a spill), stove & oven cleaned, and countertops washed & cleaned. The refrigerator is to be left empty and clean. All leftover food, drinks, condiments, and paper products are to be removed.
5. If the dishwasher is used, it is to be emptied completely and all dishes and silverware returned to the armoire. The silverware is to be separated into the appropriate caddies. The silver should be wiped before storing to avoid spotting. If the Community Center has been reserved for the day following the event, this step may be accomplished on that day.
6. Inspect the bathrooms and clean as necessary.
7. Turn off the fireplace, if used.
8. Turn off all lights.
9. The thermostat should be set as follows:
 - a. Off in summer
 - b. 55 degrees in winter
10. Close and lock all doors and windows.
11. The room will be inspected after the event to ensure it is left in good condition. If not cleaning or damages charges may result.

Enclosure 6, Exhibit C
 Summerfield Community Center Non-Expendable Equipment List

**SUMMERFIELD OF AMHERST
 COMMUNITY CENTER NON-EXPENDABLE EQUIPMENT LIST**

<u>Item</u>	<u>Quantity</u>
Barbecue grill tools set	1
Basket, Bread, Metal - 10.5" Dia.	2
Basket, Bread, Metal - 9" Dia.	2
Basket, Bread, Wicker - 10.5" Dia.	1
Basket, Bread, Wicker - 11.5" Dia.	1
Basket, Bread, Wicker - Large	1
Bowl, Crystal - 12" Dia.	1
Bowl, Crystal - 14" dia.	1
Bowl, Plastic (Thanksgiving) - 16" Dia.	2
Candle decorations, 3" candles	4
Candle Trays, 6 Tea light candle slots - glass	2
Chairs, Folding	36
Coolers, Styrofoam	2
Corn on the cob holders, bag	1
Dish, Candy, Crystal, Egg Shape with cover - 4"	1
Dish, Candy, glass with cover - 5" Dia.	1
Dish, Candy/nut, leaf shaped glass	6
Dish, Glass - 9" Dia.	1
Hot Pads, green	4
Ice Bucket, Crystal	1
Ice Buckets, Large with Floor Stands	2
Misc party decorations	Multiple
Platter, Black plastic - 18" Dia.	9
Platter, serving, plastic - 14" Dia.	2
Platter, White plastic, large oval	5
Pot, Corn boiling, metal (^ 12 QT)	1
Projector	1
Silverware Dishes, crystal - 10.5" x 4"	3
Sugar container with cover; white ceramic	1
Table, Folding, Round, 29" Dia.	1
Table, Folding, Round, 5" Dia.	6
Table, Folding, 6' x 30"	1
Table, Folding, 8' x 30"	1
Table Cloths, Dark Green, round	1
Table Cloths, Gold, Rectangular	3
Table Cloths, Gold, round	5
Table Cloths, Light Green, round	6
Table Cloths, Paper (various sizes)	10

Table Cloths, Red, round, Large	1
Table Cloths, Red, round, small	2
Table Ornament, Christmas Angel	1
Tea Candle Holders, large glass with spiral inserts	3
Tray, Beverage, Rectangular - 13" x 18"	1
Tray, Serving, Plastic - 7.5" x 12.5"	2
Tray, Serving, Plastic - 9.5" x 12.5"	5
Vase, Crystal - 10"	1
Vase, Glass - 8"	1
Vases, table, glass	14
Votives (Tea Candle Holders), crystal, Star shape	4
Votives (Tea Candle Holders), Glass, knobby	17
Votives (Tea Candle Holders), Glass, Sailboat	6
Votives (Tea Candle Holders), Glass, smooth	11
Warming Tray - Electric (Waring)	1
Warming Trays - Sterno	2