

FOREWORD

A condominium is governed by state law and is created when a written instrument (called a Condominium Declaration) is recorded with the Registry of Deeds for the county in which the land is located. Since the Town of Enfield is located in Grafton County, our Declaration (entitled "Shaker Landing Condominium Declaration") is recorded with the Grafton County Registry of Deeds, which is located in North Haverhill, New Hampshire. All unit owners, as a group, are referred to in said Declaration as the "Association of Unit Owners".

The provisions of the Declaration and its By-Laws establish the "laws", so to speak, that were designed to further the use, enjoyment and quality of life inherent in a residential community, and which govern the use of the Condominium by all unit owners and tenants, and their guests and invitees.

The Declaration also directs that to assist the Association of Unit Owners in providing for the congenial occupancy, and the protection of the value of all the units, it is necessary that a Board of Directors ("Board") be elected and have the right and authority to exercise reasonable controls over the use of the units and the condominium grounds, and to that end the Board is empowered and directed to make and enforce any additional rules and regulations it deems necessary and appropriate.

The purpose of this document is to compile (and keep in one convenient place) a partial list of rules and regulations in a format that makes for both easy reference and future amendment, if necessary. The Board requires that at least one copy be available in every unit at all times, for ready reference by unit owners and tenants, and their guests and invitees.

The list of rules and regulations set forth herein is by no means exhaustive, nor is it intended to be. It is merely a partial listing of those rules and regulations that the Board deems most important. Consequently, the Board strongly recommends that every unit owner and tenant become familiar with all of the rules and regulations set forth in said Declaration and By-Laws, and for that purpose the Board will be happy to provide a complete copy of all such Condominium documents, and all relevant Amendments thereto, upon request.

Board of Directors Shaker Landing Condominium Association

July 9, 2017

RULES AND REGULATIONS OF THE BOARD OF DIRECTORS OF THE SHAKER LANDING CONDOMINIUM ASSOCIATION

I. ANIMALS

1. Unit owners may not own and keep on the condominium property any animal except for one dog and two cats. All dogs are to be kept on a leash at all times when outside of the owner's unit. Owners are responsible for cleaning up after their animals.
2. Tenants, at their unit owners' discretion, may keep animals on the condominium property, subject to the same rules and regulations as unit owners.
3. Guests and invitees, at the discretion of the residents whom they are visiting, may bring animals onto the condominium property, subject to the same rules and regulations as unit owners and for a duration not to exceed seven (7) consecutive days.
4. All complaints relating to violation of the pet rules will be subject to the standard review process for complaints. After due process, violators will be subject to a \$50 fine for the first offense and \$250 for each subsequent offense within a 24-month period. All fines will be assessed against the property owner.

II. BEACH

1. No litter is to be left on the beach, this includes cigarette butts.
2. No fishing anywhere on the beach or off of the swim dock.
3. No dogs or cats are allowed on the beach or swim dock.
4. No glass items of any kind are allowed on the beach.
5. No fires are allowed on the beach.
6. No parties of 5 or more people are allowed on the beach unless first approved in writing by the Board of Directors.

III. BOATS AND WATERCRAFT

1. SLCA docks are for the private use of owners who have paid the annual dock fees. Dock space is not guaranteed, as there are a limited number of spaces. Boat slips are leased from SLCA; the lease is not transferable upon the sale of a unit.
2. An owner's request for a boat slip assignment must be submitted in writing to the SLCA Secretary, and accompanied by a non-refundable deposit which will be applied to the annual rental fee when a slip is assigned. This request will be placed

on a list in the order in which it is received. Any owner who is delinquent in SLCA dues will not be allowed to submit a request for a boat slip assignment until the dues are current. In the event that there are not any available dock spaces to lease, an owner who requests dock space will be put on a wait list. When a lease is available, the person who has been on the wait list the longest will be given first option to lease. If he declines, it will be offered to the next person on the list as determined by the date of request. If an owner declines the offer to lease, then he or she is removed from the list or goes to the bottom of the list, whichever he prefers.

3. Upon assignment, the Secretary will inform the owner of the boat slip assignment. Leases run from when dock's are placed in the water (May) to when they are removed (Oct.) Tenants holding a slip lease obtained for them by the unit owner are subject to the same rules and regulations as owners.
4. Insurance: Boat owners are required to submit proof of liability insurance for all watercraft, prior to placing the watercraft at their assigned slip or mooring.
5. Owners wishing to trade their assigned slips are required to arrange the trades with other residents and notify the Secretary in writing.
6. Residents may share their slips with other residents, subject to Board approval. Requests for sharing must be submitted to the Secretary, in writing, prior to sharing the slip.
7. Annual boat slip fees may be increased at the Board's discretion. Annual renewals of assigned slips will be invoiced by the Property Manager. Any resident that is not in compliance will forfeit the slip to the next resident on the waiting list.
8. Boat slip deposit fees may increase at the Board's discretion. Deposit fee increases will be based on the current purchase price of a new dock (50% per slip).
9. Any resident that is three (3) months delinquent in SLCA dues must remove their boat from the SLCA waterfront and forfeit their slip. The resident shall be responsible for removal expenses, attorney fees, storage expenses, and any other costs associated with their boat removal, should it be necessary.
10. Mooring in the SLCA waterfront is permitted with the authorization of the Board. All requests should be submitted, in writing, to the Property Manager. In order to have a mooring approved, water space must be sufficient to allow an average-size boat to be placed at the buoy without its use interfering with the adjacent boats, docks, kayak area, and swim area. Sharing is not permitted for mooring buoys..
11. Unit owners are responsible for damage to slips caused by boat operation or improper securing of their boat.
12. Liability: Usage is at the resident's risk. The SLCA is not responsible or liable for damages to or loss of a boat, its gear, or equipment, nor does the SLCA carry insurance to cover the same.
13. The owner agrees to hold SLCA harmless against all claims and damages arising from any willful or negligent acts or omissions of the boat owner, his agents, or guests in the use of the facilities. Boat owners are completely responsible for the safety of their boats and passengers. If a boat owner is found negligent by proper authorities, that owner will be held responsible for all expenses incurred.

14. A resident is only allowed a single slip assignment. If the resident has more than one boat (watercraft), only two (2) boats are allowed per slip. Boats are not to exceed the length of the slip dock. Both boats are subject to annual fees; the second boat (watercraft) will be charged the same rate as a mooring.
15. Leasing rebates: When a resident notifies the Property Manager, in writing, of his intent to give up his assigned slip, the resident shall be entitled to a full deposit refund if no damages have been caused by the resident to his assigned dock.
16. In order to identify all boats and other watercraft of every kind that are owned by unit owners and tenants and permitted on the condominium property, at the beginning of each boating season, and prior to its being placed on the water front area, the owner of the boat or watercraft shall send a written notice to the Association Property Manager describing the type of boat or watercraft, and its size and color or attach a photo of said boat. Boats that cannot be identified by the Property Manager will be removed from the condominium property, and a storage fee will be assessed the owner.
17. During the boating season, all boat trailers may only be parked in the visitor's parking lot.
18. All boats and other permitted watercraft of any kind, without exception, must be taken out of the water and removed from the waterfront area of the condominium property every year by October 10th. If the lake is to be drawn down at an earlier date, boat and watercraft owners may be required to remove them sooner.
19. At the end of each boating season, no boats, other watercraft, or trailers, of any kind, except for canoes and kayaks, may be kept anywhere on the condominium property, including the visitor's parking lot. All canoes, kayaks and boards must be stored on the provided racks located on the waterfront and may be left there over the winter.
20. Visitors with boats shall be allowed to dock at the leased docks of the residents whom they are visiting, if dock space is available, not to exceed the length of the dock. Overnight docking by visitors is prohibited. At no time are boats allowed to tie up to the swimming dock or allowed in the beach area.

IV. BUILDINGS

1. No changes of any kind shall be made to the exteriors of the buildings unless first approved in writing by the Board.
2. No changes may be made to exterior doors or windows unless first approved in writing by the Board.
3. No changes shall be made to the heating systems, nor shall any other structural changes of any kind be made to the interior of the units, unless first approved in writing by the Board.
4. No air conditioning equipment or decorations or items of any kind shall be affixed to the exterior of the buildings unless first approved in writing by the Board.

5. No laundry or any other clothing item shall be hung from windows or otherwise exposed to public view.

V. DECKS

1. Under no circumstances, without exception, shall firewood, or any kind of wood, in any amount, be placed or stored on any deck or porch.
2. No items other than typical deck furniture shall be kept on any deck, and then only in such amounts and weight as to not adversely affect the structural integrity of the deck. Hot tubs are not allowed to be installed on decks.

VI. FIRES AND FIREWORKS

1. Fires of any kind are strictly prohibited on the condominium property with the exception of the communal fire pit. Board approval is needed prior to its use. The fire must be completely extinguished before leaving it unattended and the ashes must be removed and properly disposed of the next morning.
2. Fireplaces, wood stoves, pellet stoves, and grills pose serious safety hazards for all residents and guests. All residents and guests must abide by the following rules regarding their use:
 - a. Grills may only be stored and used outside of the buildings. Charcoal grills cannot be used on decks and must be kept at least ten (10) feet from the resident's unit. The use of self-lighting charcoal instead of lighter fluid is highly recommended. Gas grills may be used on decks with sufficient clearance (as detailed below), or on the ground no less than ten (10) feet from the resident's unit.
 - b. There must be a minimum clearance of one (1) foot between any grill or stove and the surrounding walls and railings; except the chimney pipe for a indoor stove, which must be installed in compliance with local fire codes.
 - c. When a grill is used on a covered deck, there must be a minimum clearance of four (4) feet between the top of the grill and the deck ceiling.
 - d. While a grill is in use, a functioning fire extinguisher and a responsible adult must remain within sight of the grill.
 - e. A functioning fire extinguisher must be accessible while a wood stove, pellet stove, or fireplace is in use. An acceptable smoke alarm must also be installed and functional.
3. Fireworks displays are strictly prohibited anywhere on the condominium property; however, and notwithstanding the foregoing, fireworks displays will be allowed on the condominium property, in a location designated by the Board, on July 3 and 4 of

each year between the hours of 8:00 and 10:00 o'clock P.M. Those setting off fireworks are responsible for subsequent clean-up.

VII. MOTOR VEHICLES

1. Owners or tenants shall not be entitled to maintain more than two (2) vehicles on the condominium property at any time, and these may only include either two automobiles or one automobile and one pick-up truck or van rated at 3/4 ton max.
2. Parking or driving vehicles anywhere on the condominium property, except on the designated roads and parking areas, is strictly prohibited unless first approved in writing by the Board.
3. Parking vehicles in posted non-parking areas is strictly prohibited and may result in a vehicle being towed and stored at the owner's expense.
4. Parking vehicles in such a manner as to prevent or impede the passage of other vehicles is strictly prohibited and may result in a vehicle being towed and stored at the owner's expense.
5. Repairing vehicles on condominium property, except in an emergency, is strictly prohibited.
6. Unregistered or inoperable vehicles are strictly prohibited from being kept on condominium property.

VIII. RUBBISH

1. Zero-Sort recycling and garbage dumpsters are located in the visitor's parking lot. The larger set, on the right is for garbage. The smaller set, on the left is for recycling; they are clearly marked "Zero-Sort Recycling" on their fronts; instruction stickers are on their sides.
2. Detailed information about what may be placed in our recycling dumpsters, and how to prepare your recyclables, may be found on the 2nd page of the brochure at <http://zero-sort.com/sites/default/files/media/TRIFOLD-Zsrt-Detailed-Print.pdf>. For more information about Zero-Sort recycling, see <http://zero-sort.com/> and <http://www.casella.com/what-we-do/recycling/zerosort-recycling>. Items which should not be placed in our garbage dumpsters are listed at <http://www.casella.com/towns/nh/enfield/03748>
3. Nothing should be left outside the dumpsters. Larger items, such as, furniture, grills, electronics, appliances, etc. and hazardous wastes should be taken to the Enfield Transfer Station on Lockhaven Road, or to the Lebanon waste facility on Route 12A.
4. After disposal of recycling and/or trash, dumpster lids and doors must be closed to keep out bad weather as well as pesky animals who scatter the rubbish creating a

serious health problem.

5. We are fortunate that the Town of Enfield pays for our garbage and recyclables to be hauled to appropriate facilities. SLCA pays only a small rental fee for our garbage dumpsters. By following the straightforward guidelines and placing our waste in the appropriate dumpsters, we can continue to benefit from the low cost and convenience of our current arrangement.

IX. SPORTING ACTIVITIES

1. No organized team sports may be played on the lawn area.
2. Game items, placed on the lawn must be removed immediately after their use.
3. Absolutely no glass should be used in lawn activities at any time.

X. SPORT VEHICLES

1. All motorcycles, minibikes and snowmobiles are banned from condominium property, and any attempt to use, park or store them anywhere on condominium property is strictly prohibited.
2. Boats, trailers or campers are not to be parked or stored anywhere on condominium property except in an area designated by the Board for that purpose. Until further notice, the Board has ruled that they may be parked only in the visitor's parking lot.

XI. UTILITY ROOMS

1. No one is allowed to store items of any kind in the utility rooms located behind the #1 Units in Buildings 33, 35, 37, 43, 47. These rooms were never intended to be storage areas, but rather were intended to house the water supply and heating equipment for the buildings, and the Board is concerned about possible damage to that equipment.

XII. WOOD

1. No wood of any kind, except firewood for fireplaces and wood burning stoves, shall be kept on condominium property.
2. Firewood shall not be left in a pile but must be stacked in areas designated by the Board, and shall be stacked no less than one (1) foot from all buildings and other structures.

3. Stacked firewood may not obstruct walkways or parking lots, nor cause hazards of any kind.
4. After fire wood is delivered and stacked, the unit owner or tenant shall rake and remove all small pieces of wood and clean the area around the stack of wood as the debris causes damage to the lawn mowing equipment during the summer.
5. No more than one (1) day's use of firewood may be stored inside of a unit.

XIII. SATELLITE DISHES & ANTENNAS

1. Satellite Dishes, antennas or other devices that are not designed to receive television ! signals (including, without limitation, radio antennas, citizen band towers and/or parabolic dishes that receive or transmit signals other than television signals) are not allowed anywhere on condominium property.
2. Satellite dishes are not allowed on any part of the common area.
3. A single satellite dish may be installed only in one limited common area with the permission of the Board, and then only on the following conditions:
 - a. Such dish cannot be installed without prior notification to the Board.
 - b. Such dish may not be greater than one meter (39.37") in diameter.
 - c. Such dish shall be installed and maintained at the owner's sole cost and expense.
 - d. Such dish can only be installed in a location within the limited common area designated by the Board, and then only in a manner approved by the Board, unless the owner can show that such manner and location will:
 - (i) unreasonably delay or prevent installation, maintenance or use;
 - (ii) unreasonabl increase the cost of installation, maintenance or use; or
 - (iii) precludereception of an acceptable quality signal.
 - e. Such dish shall be installed and maintained in such a manner as to prevent damage to the common areas and/or limited common areas, and the owner shall be responsible, at owner's cost and expense, for any such damage caused by owner's negligence, misuse or neglect, and the negligence, misuse or neglect of the owner's installer or other person or entity over whom the owner has authority and control for the installation and maintenance of such dish.

XIV. PROPERTY GENERALLY

1. Owners and tenants shall be held responsible for their actions and the actions of their family members, guests and invitees. If the occupancy or presence of anyone on condominium property creates a nuisance, the Board shall have the right to require the removal of the offensive person; and in the case of tenants, the Board may require the termination of the tenancy.
2. No unit shall be rented for a period of less than 90 days.
3. No nuisance is allowed on condominium property nor shall any use or practice be allowed which is a source of annoyance or interferes with the peaceful possession and proper use of condominium property. If police are required to quell a disturbance on condominium property more than once due to a noisy party or other conduct that adversely affects the quiet use and enjoyment of condominium property, after a warning to the unit owner and/or tenant, the Board may assess such reasonable fines as it deems appropriate against the unit and the unit owner.
4. No waste shall be committed on condominium property, and no toxic or hazardous substances or materials shall be used, stored or disposed of on condominium property.
5. No tents of any kind shall be erected on condominium property unless first approved in writing by the Board.
6. No temporary house, trailer or other outbuilding shall be kept on condominium property unless first approved in writing by the Board.
7. No use shall be made of condominium property that injures or scars the trees or plantings thereon, or increases the cost of the maintenance of condominium property.
8. Residents are required to grant access to their units for routine maintenance, or provide written proof of such maintenance performed by qualified contractors.
9. Residents are required to grant access to their units by the managing agent, or its representatives, in the event of an emergency requiring access to their units.

XV. RULE ENFORCEMENT POLICY & DUE PROCESS

The process for reporting and processing rule violations is as follows:

1. An owner, a group of owners, or the Board informs the Management Company (Moseley Associates) of a complaint.
2. The Management Company informs the Board members of the complaint. If 3 or more Board members feel that the complaint is valid, proceed to Step 4. If fewer than 3 Board members feel that the complaint is valid, proceed to Step 3. The Board will specify a grace period. If three or more Board members decide that the offense represents an imminent danger to persons or property, the Board may take immediate action while attempting to contact the alleged

offender.

3. The Management Company informs the complaining party that the complaint is not valid. The process ends.
4. The Management Company informs the complaining party that the complaint is valid, and the duration of the grace period. The Management Company contacts the alleged offender, informing them of the complaint and the grace period. The complaining party's identity is not revealed to the alleged offender.
5. Once the grace period has expired, a second complaint for the same offense can be sent to the Management Company.
6. The Management Company contacts the Board members. If 3 or more Board members feel that the complaint is valid, proceed to Step 8. If fewer than 3 Board members feel that the complaint is valid, proceed to Step 7.
7. The Management Company informs the complaining party that the complaint is not valid. The process ends.
8. The alleged offender is asked to attend the next monthly Board meeting, which will serve as a hearing. The complaining party will be invited, but attendance is optional. If the alleged offender cannot attend the Board meeting, the hearing will be scheduled for a time when the Board and the alleged offender are available within thirty days of the second complaint notification. If meeting in person is not possible, the hearing can be conducted via telephone. If the alleged offender fails to attend a scheduled hearing, the Board makes a decision without a hearing. If the alleged offender cannot attend a hearing within 30 days of being informed of the second complaint, the Board makes a decision without a hearing.
9. At the hearing, the alleged offender has an opportunity to defend their actions. The Board deliberates to make a decision and possibly levy fines. Per diem fines are not applicable to the grace period or earlier.

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