

**WESTGATE VILLAGE  
CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

This document is to remain with the unit at all times.

Revised: May 10, 2023

## Westgate Village Condominium Association

### **DEFINITIONS**

1) **WVCA**                    **Westgate Village Condominium Association**

(159) Townhouse Units, (34) Buildings, (5) Streets; Redwood Circle, Valencia Dr, Cortez Dr, Silverton Dr, Spring Cove Rd.

**Property Manager (WVCA):** **Robyn Cote (603) 891-1800**  
**Email: [robyn.cote@greatnorth.net](mailto:robyn.cote@greatnorth.net)**

The Property Manager shall always be the primary contact for all Condominium related matters.

**WVCA Website:**            **<https://www.wvca-online.com>**

2) **WVHOA**                    **Westgate Village Homeowners Association**

The WVHOA consists of the (159) Townhomes, (198) single-family stand-alone houses and the (60) units of the *Candlewood Park Condominium Association* (adjacent to the ball field). The WVHOA has responsibility for the clubhouse and pool, both ponds, ball field and tennis courts, the entrances to the Village at both ends of Westgate Crossing and multiple other parcels throughout the community.

**Property Manager (WVHOA):**            **Sharon Sanborn (603) 891-1800**  
**Email: [sharon.sanborn@greatnorth.net](mailto:sharon.sanborn@greatnorth.net)**

**WVHOA Website:**            **<https://westgatenashua.com>**

3) **Management Company:** Great North Property Management  
636 Daniel Webster Highway, Merrimack, NH 03054

This site allows residents to view their account status as well as access to multiple financial information relative to the Condominium Association.

**Great North Accounting::** **<https://portal.greatnorth.net>**

4) **Unit:** The interior of the building from stud to stud including the interior of the foundation, windows, patio doors, skylights, front entry door, all plumbing and electrical wiring that is exclusive to the unit, including the circuit breaker in the exterior panel on the end of the building, garage interior including all controls and garage overhead door, chimneys attached to a fireplace or gas heating system.

5) **Common Area:** The entire property other than the units, including but not limited to, the exterior of the building, including the roof, all utilities and all land in the Condominium.

6) **Limited Common Area:** The decks and parking areas serving each unit are reserved for the exclusive use of the unit to which it is adjacent, or in the case of parking areas, to which it is assigned.

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- 7) Copies of the WVCA Declaration, WVCA Bylaws, WVCA Rules and WVA Bylaws are available at the WVCA website or from the Management Company at a reasonable cost.

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### 1. PET RULES

- 1.1 No animal, other than common household pets shall be kept or maintained on the Property, nor shall common household pets be kept, bred or maintained for commercial purposes, on the Property.
- 1.2 There is no guaranteed right to have a dog on Association property. Dogs are allowed only at the will of the Board of Directors and may be removed whenever the Board decides it is in the best interest of the Community to do so.
- 1.3 No dog is allowed in or on the Common Property unless it is on a leash, with a responsible person within visible sight attached to the end of it.
- 1.4 No pet shall be tied to the Common Property and left unattended; dog runs are prohibited.
- 1.5 Any defecation by a pet on the Common Property shall be immediately disposed of in a safe and sanitary manner.
- 1.6 The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board for any damages to the Condominium, or for the expense related to fecal matter removal, resulting from the maintenance of said pet.
- 1.7 Any damage caused by a pet shall be repaired by the Association to its satisfaction and the unit owner shall be assessed the cost of the repair.
- 1.8 Any ongoing (*more than once*) disturbance caused by the pet shall be cause for the pet's permanent removal from the Westgate Village Condominium complex.
- 1.9 All dogs shall have a current license as required by the City of Nashua, a copy of which must be provided to the Management Company.
- 1.10 All dogs shall have certificates of rabies and distemper vaccination on file with the Management Company.
- 1.11 Each owner shall by default indemnify and hold the Board harmless against any loss or liability resulting from pets.
- 1.12 The Board may revoke the permission granted to keep a pet at any time and the pet shall be removed from the premises within ten (10) days of such revocation. In addition, failure to comply with the order to remove the pet will result in sanctions imposed in accordance with the rules enforcement procedures.
- 1.13 Minimum assessment penalty for violation of pet rules, first offense: \$50.00 plus costs. Each additional violation of the same occurrence can double the previous assessment penalty.

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### 2. MOTOR VEHICLES & PARKING

- 2.1 Only properly registered, private, passenger-type motor vehicles in drivable condition are to be parked within the Condominium. Any vehicle parked at any time without a visible current registration and inspection sticker (*applicable to the vehicle registration*), and in drivable condition, is subject to immediate towing at the expense of the vehicle owner and/or Unit Owner as may be applicable.
- 2.2 Each unit is entitled to have two vehicles on the property. Each unit has either two assigned exterior parking spaces or one exterior assigned parking space and a garage. Each numbered space is for the exclusive use of the unit to which it is assigned.
- 2.3 Unauthorized parking in a numbered space assigned to another unit will result in the vehicle being immediately towed without warning, upon receipt of a complaint from the Unit Owner to which it is assigned.
- 2.4 Overnight parking of boats, trailers, campers, motor homes, any other vehicle requiring a trailer hitch for mobility, and vehicles used primarily or exclusively for commercial purposes is not permitted. A vehicle will be considered to be a commercial vehicle for the purposes of this rule if it is registered as a commercial vehicle, displays advertising or commercial lettering and/or carries industrial equipment in plain view. The exception being small utility trailers with a bed length of 12 feet max, plus the hitch, and must fit into a unit designated parking space .
- 2.5 Vehicles which do not fit into a parking spot, both length and width, will not be allowed to park within the Condominium.
- 2.6 There will be no parking on the lawn, in front of fire hydrants or on walkways. Parking of automobiles will be in areas so provided, specifically assigned parking spaces.
- 2.7 No vehicle shall be parked in front of a garage door in a manner that impedes the ability of the affected resident easy access for their vehicle to and from their garage.
- 2.8 Motorcycles must be parked with a block of wood or other such item under the kickstand so as not to cause holes in the pavement.
- 2.9 At no time shall non-resident vehicles be washed for commercial or fund raising purposes using common water.
- 2.10 Failure to comply with any motor vehicle and/or parking rule in this section, or section 3, may result in a fine to the applicable Unit Owner and/or the offending vehicle being towed at the owner's expense.
- 2.11 The Board reserves the right to tow vehicles at the owner's expense, when deemed necessary. If a request is made to move a vehicle to facilitate snow

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removal or other road maintenance, and the request is ignored, this will be considered an infraction resulting in a fine and/or the vehicle may be towed.

2.12 Dumpsters for private residents use are not allowed on WVCA property.

### 3. **MOTOR VEHICLE REPAIRS**

- 3.1 Repair of vehicles is not permitted on Common Property, including any work that requires the vehicle to be put on lifts. This rule does not prohibit minor maintenance such as replacing spark plugs or wiper blades but it does prohibit any work that renders the vehicle inoperative for more than 24-hours. Vehicles shall not be used to prop garage doors open (*e.g. the car has the door resting on the car*)
- 3.2 Repairs to any non-resident vehicle for commercial purposes are prohibited.
- 3.3 Motor oil is classified as a hazardous waste. Accordingly, draining or changing motor oil on common property is expressly prohibited and will result in a fine to the unit owner. Disposal of vehicle fluids or other hazardous material must be disposed of in accordance with EPA laws and regulations and may not be disposed of on Association property or placed out for trash pickup.
- 3.4 Vehicles that leak fluids leading to damage of the pavement are not allowed. Repair of such damage will be charged to the unit responsible.
- 3.5 There will be a minimum of \$50.00 assessment penalty for a violation pertaining to any of the above, or section 2, an assessment of an additional \$20.00 per day may be levied for each day a vehicle is not removed. Each additional violation of the same occurrence may double the previous assessment.

### 4. **UNIT LEASE**

- 4.1 A copy of all leases by and between a Unit Owner and their lessee shall be provided to the Management Company within seven (7) days of the signing of the lease.
- 4.2 All owners are responsible for their tenants/lessees and shall review the Rules and Regulations with the tenant/lessee after which the tenant/lessee shall initial each page. A copy shall be provided to the Property Manager in addition to a copy of the lease.
- 4.3 The lessee must be made aware that only two vehicles are permitted permanent parking status.
- 4.4 Lease terms may not be for less than a period of six (6) months, unless the lessee requires a month-to-month extension with the unit owner (after the lease term is up) upon moving out of said unit.

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### 5 **STORAGE**

- 5.1 The only articles, which may be stored on any patio or deck, are plants, cooking grills, generators and lawn furniture. Canoes and boats of any type may not be stored on decks.
- 5.2 Bicycles, sporting goods, toys and other personal articles and equipment, shall not be left outside on any Common Area when not in use.
- 5.3 The use of Common Areas for storage or displays of any kind is prohibited. Seasonal displays/decorations are permitted but must be removed within a reasonable time frame.
- 5.4 Storage PODS are permitted for temporary (30 days max) only. Permission is required from the Board of Directors.

### 6 **PATIO DOOR, WINDOW, SKYLIGHT AND STORM DOOR**

- 6.1 Replacement of sliding doors (Patio Doors), Windows and Skylights are subject to the WVCA Bylaws and Rules approved by the Board of Directors and on file with the Management Company. Unit owners must request a copy of such rules from the Management Company before installing new sliders, windows or skylights. The Board may require that improper and/or unauthorized installations be replaced, at the unit owners' expense, to meet the specified requirements.
- 6.2 Unit owners may install whatever brand of slider or window they desire, but the size, color and general specifications must meet the Association specifications and all exterior color components of sliders and windows must be a shade of brown that is compatible with the building color. The skylight brand is Velux (widely available). (See WVCA web site or Management Company for details.)
- 6.3 Storm doors at the front entry of the unit must be a shade of brown that is compatible with the color of the building.

### 7 **SATELLITE DISHES**

- 7.1 Installation of satellite dishes is subject to the rules approved by the Board of Directors and on file with the Management Company. Unit owners must request a copy of such rules from the Management Company before installing a satellite dish. The Board may require that improper and/or unauthorized installations be relocated, at the unit owners' expense, to meet the specified requirements.

### 8 **AIR CONDITIONING COMPRESSORS**

- 8.1 Installation of air conditioning compressors is subject to the rules approved by the Board of Directors and on file with the Management Company. Unit owners must request a copy of such rules from the Management Company before installing an air conditioning compressor on common property. The Board may require that improper and/or unauthorized installations be relocated, at the

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unitowners' expense, to meet the specified requirements.

### 9 AIR CONDITIONERS

- 9.1 Air Conditioners installed through any exterior wall must be *thru-the-wall* type, which also requires a sleeve. Installation of window type air conditioners is not permitted through any exterior wall. Any damage caused to the building as a result of failure to comply with this rule will be the sole responsibility of the unit owner.
- 9.2 Portable air conditioners may be installed in the window, or deck slider.
- 9.3 All window-type air conditioners that protrude through the window must not be in direct view of the roadway. They must be placed on the least conspicuous wall(s) for general appearance reasons. No window type air conditioner that protrudes through the window will be permitted on the front side of the unit. Requests for installation of window-type air conditioners must be made in writing with a description of placement, to the Board of Directors for approval. Window type air conditioners may be installed after June 1<sup>st</sup> and must be removed by October 1<sup>st</sup>.

### 10 GENERATORS

- 10.1 **Standby generators** are permitted with written approval by the Board of Directors. Location at middle units should be at the rear of the unit. At end units it may be located at the end of the unit. If it is visible from the street it should be landscaped in a manner as to reduce its public prominence. A location design must be submitted to the Board of Directors along with the names of the plumbing and electrical contractors doing the installation. Final location is TBD by the Board of Directors.
- 10.2 **Portable generators** are permitted but must be stored out of sight of the front of the building when not in use. The only authorized interface to the units electrical system is thru a transfer switch installed by a licensed electrician. Connecting a portable generator thru an electrical outlet i.e. dryer or range outlet is illegal and extremely hazardous. Anyone suspected of this type of connection will be reported to the proper authorities for appropriate disciplinary action. This does not imply that extension cords cannot be used to power specific items directly from the generator.
- 10.3 Informational literature related to selection and use of generators is located on the Association web site or is available thru the Property Manager.

### 11 HAZARDOUS MATERIALS

- 11.1 Other than items kept in reasonable amounts in proper storage containers, e.g. for the non-commercial use of paints, thinners, gasoline for small engines such as snow blowers or portable generators, no flammable combustible hazardous, or explosive substance shall be stored or kept in any unit, beneath any deck, or on



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any deck.

- 11.2 Outdoor gas grills are permitted for use by unit occupants and their guests. One propane tank is permitted on decks when the tank is attached to the grill. At no time is the indoor use within the unit, including garages, permitted of a grill designed and/or intended for outdoor use. The costs of repair of any damage, including damage to the paint finish, of the deck or area where the grill is used shall be the responsibility of the Unit Owner. This rule has been adopted as part of the overall safety and risk management activities of the Association. Propane tanks must be disposed of at the Nashua City Dump. Propane tanks will NOT be picked up by the trash collector.
- 11.3 **BBQ Grills:** New Hampshire fire code Bulletin 2017-04, as pertains to multi-unit buildings, (i.e. townhouse condominiums), mandates that “*no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion, or within 10 ft. (3 m) of any structure.*” This pertains to any device using an open flame. Electric BBQ grills are exempted.

All grills must be stored at the rear of the unit. Grills must be sufficiently cooled down before being returned to their original storage area.

Charcoal grills may NOT be used on WVCA property. Propane storage inside units is prohibited.

- 11.4 **Fire pits, Chimineas** that burn solid combustible fuel i.e. wood, burning of solid fuel in barrels, bonfires etc. are not permitted on the property. Propane fired chimeras are not allowed on a deck, or on a patio underneath any overhanging part of the building. They must be positioned 10’ away from the building.
- 11.5 **Kerosene Unvented Heaters** are not allowed to be used inside any part of a dwelling per NH RSA 158.28.
- 11.6 **Hazardous Material Disposal:** Disposal of the following items must be disposed of in accordance with *Nashua Regional Planning Commission* guidelines. The City of Nashua absolutely forbids disposal of these items at the Four Hills Landfill (*Nashua City dump*). Violations will be fined accordingly by both the City of Nashua and the WVCA Board of Directors.

Prohibited Items: Paint (oil or latex), Oven Cleaners, Pool Chemicals, Adhesives, Gasoline, Kerosene, Diesel Fuel, Preservatives, Fluorescent Bubs, Pesticides, Muriatic Acid, Rodent Killers, Herbicides, Drain Cleaners, Photo Chemicals, Varnish, Paint Remover, Lithium & Button Batteries.

## 12 RESTRICTIONS ON USE OF UNITS

- 12.1 **Changes affecting the appearance** of the exterior of buildings are to be made only with the consent of the Board pursuant to Article V of the WVCA bylaws.

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- 12.2 There shall be **no use of Common Property that injures or scars the Common Property** or the trees or plantings thereon, increases the maintenance thereof or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of the condominiums.
- 12.3 **Unit exterior alterations and/or additions**, except as explicitly approved in writing by the Board, that affect the exterior appearance of the unit in any way, such as but not limited to, structural additions, alterations or improvements, new doors and windows, exterior decorations, awnings, radio and television antennas, deck or terrace sun shades, screening and covers, and similar alterations are strictly prohibited without prior written approval from the Board of Directors.
- a) Any additions or changes to the Common Property initiated without Board permission are done at the unit owners' risk. In the course of doing maintenance to the Common Property, neither the Condo Association, Management Company or any contractor hired by the Association, shall be responsible for any damage to unauthorized additions or changes to the Common Property by a resident
- b) If any such project is undertaken without prior written approval by the Board, the Board may require, by written notice, that any such modification be removed, in whole or in part, and that the area be returned to its original (prior to the unauthorized modification) state, all at the sole cost and expense of the Unit Owner. If, within ten (10) business days of notification by the Board, the Unit Owner has not removed any such modification, and returned the building to its original state, the Board, without further notification, may make the necessary corrections. In such a case, the Unit Owner shall be assessed all costs thereof, including attorney fees, if any.
- 12.4 **Exterior Painting:** Unit owners shall not paint, stain or otherwise change the color of any exterior portion of their unit or building without written permission of the Board of Directors. Only the approved brands and colors will be permitted.
- 12.5 Nothing shall be done in any unit or in, on, or to any Limited Common Property or Common Property that will impair the **structural integrity of any unit**, building or structure without prior written consent of the Board. All requests for improvements, alterations or additions to the exterior of a Unit or to the Common Area shall be submitted in writing to the Board of Directors.
- 12.6 **Cable, Electrical, Telephone Wires and Ducts:** No owner resident, tenant, or guest shall allow the installation of wiring for electrical or telephone use, television, cable service, air conditioning units or other machines, radon detection systems, equipment or fixtures which protrude through the wall or roof of any building or is otherwise visible on the exterior of a building except as installed by the developer or as authorized in writing by the Board. Wires that are hanging from any structure or on any Limited Common Area or Common Area will be subject to removal without notice.

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- 12.7 No Unit or Common Area of the Association may be used for any **unlawful**, or **improper** purpose
- 12.8 No activity shall be done or maintained in any Unit or upon any 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 in writing by the Board of Directors.
- 12.9 **Any use of the Common Area** that causes damage to the Common Area or the plantings, equipment and/or buildings thereon, increase the maintenance thereof, or causes unreasonable disturbance or annoyance to other unit owners or residents in their enjoyment of WVCA, is prohibited.
- 12.10 **No industry, business**, home day care (*or similar facility*), or trade may be conducted from any Unit in the WVCA.
- 12.11 **Occupancy:** Each unit must be occupied and used only for private single-family residential purposes by the owner and family, lessees or guests of the owner, and such use shall not conflict with the City of Nashua zoning ordinances. No more than four (4) unrelated persons may occupy a unit together.
- 12.12 **Living Quarters:** No person shall reside in any detached structure, including but not limited to garages or any type of temporary enclosure, as their primary living quarters, either temporary or incidental.
- 12.13 **Campers:** No overnight camping, in a camper, tent or any other vehicle or enclosure on Common Property is allowed. Common Property includes streets, parking spaces and land areas. Residing in a camper in a garage constitutes a safety hazard and will not be allowed. These violations will be considered to be trespassing.

### 13 **GENERAL APPEARANCE and ACTIVITY**

- 13.1 A minimum temperature of 55 degrees must be maintained in all units at all times, whether the unit is occupied or not, in order to prevent water lines from freezing. Residents are responsible for any damage to Common Property and adjacent units caused by water line failure within their unit.
- 13.2 **Noise:** Everyone will be expected to exercise extreme care to avoid unnecessary noise and at no time are musical instruments, radios, phonographs, TV's parties, or any other activity be so loud as to become a nuisance to other residents. Noise levels shall be reduced between the hours of 10:00 PM and 7:00 AM so that neighbors are not disturbed. In the event of an after-hours disturbance, or any obvious criminal activity, please contact the Nashua Police at 603-594-3500.
- 13.3 **No decorations**, including plastic, ceramic or wooden adornments; fencing; awnings; signs; clotheslines or similar changes may not be installed or placed on any Common Property or Limited Common Property without the written consent of the Board of Directors. The Board of Directors reserves the right to have the

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decoration(s) removed at the owner's expense, when deemed necessary.

- 13.4 **Littering:** There will be no littering in Common Areas. Paper, cans, bottles, cigarette butts, food and other trash are to be disposed of only in the appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Property.
- 13.5 **Cigarette Butts:** Improper disposal of cigarette butts is not only a fire hazard when the ground is not covered with snow but when the snow melts and they appear like weeds they are a visual affront to the entire community at large. Improper disposal of cigarette butts will result in fines and cleanup costs for the unit owner. Unit Owners should advise their lessees accordingly.
- 13.6 **There shall be no organized sports activities,** picnicking or fires, except in areas approved by the Board. Only charcoal fires in protective metal barbecue containers or gas grills may be used in such areas and provided that such fires are carefully guarded and not hazardous to buildings or other property.
- 13.7 **No clothing, laundry, rugs** or other objects shall be hung from any window exterior portion of a unit or otherwise placed in such a way as to be exposed to public view.
- 13.8 **Fences:** Fences may not be erected on Common Areas or Limited Common Areas unless approved in writing by the Board of Directors. Any fence that is erected must be temporary, i.e. not secured to the unit in any manner that may be construed as permanent, must be a non-permanent material and must be easily and quickly removed.
- 13.9 **Deck Screens:** Deck screens are permitted with prior Board approval in writing. They must be temporary and easily and quickly removed to allow for building maintenance.
- 13.10 **Rugs or Mats on Decks:** Only temporary covers i.e. mats, tarps, carpet, etc. that allow adequate drainage are permitted on deck floors. They may not be secured to the unit in any manner. Any damage to the unit or deck caused by any type of covering placed on the deck floor will be repaired at the expense of the unit owner.
- 13.11 **Firewood:** Firewood stored on Common Property must be stored in a neatly arranged stack. Firewood stored on a deck and/or adjacent to a unit must be stored in a manner that keeps it elevated from contact with the ground or deck, with six (6) inch minimum space between the firewood and the unit. This is to insure that termites are not attracted to the firewood or the unit.
- 13.12 **Hot Tubs:** No hot tub may be installed on any deck or on Common Property. Hot tubs are permitted on concrete patios associated with walkout cellars with prior Board approval in writing. The Nashua Building Inspector has made it very clear that hot tubs will not be allowed on decks.

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- 13.13 **Signs:** Signs or posters of any kind displayed in unit windows or on Common Property are strictly prohibited. For Sale signs by real estate agents are permitted at the end of the street only.
- 13.14 **Flags:** A single flag, no bigger than three-feet by five-feet, may be displayed from the front of each unit provided that the flag meets contemporary community standards and is not obviously offensive. Flag holders must be attached to the fascia at the front entry to the Unit. No other flags are permitted to be displayed anywhere on Common Property.
- 13.15 **Trash Disposal:** Only normal household trash will be picked up by the Association contractor. It must be in plastic bags except for cardboard, which must be flattened. Disposal of furniture, appliances, TV's, carpet, BBQ grills, tires, construction debris, paint, yard debris i.e. leaves, grass, brush; ashes from any source, mattresses or any other large bulky items, or hazardous materials (ref: par. 11.6), are the responsibility of the unit owner/resident. These items will not be picked up by the Association trash contractor, nor will loose trash be picked up. Disposal of other household items upon moving out are also the responsibility of the unit owner. However, arrangements can be made with the trash hauler to remove these items for a fee. Owners/residents whose plastic trash bags at curbside have been torn apart by wildlife, are responsible for cleaning up the mess.
- 13.16 **Plantings:** Plantings shall be subject to standards as to location, use and maintenance established by the Board from time to time. A written request as to intent must be submitted to the Board for approval.
- a) Unit owners may plant flowers or shrubs in the mulched Common Areas. No other areas may be planted without prior written approval of the Board. Owners remain responsible to maintain any owner-installed plantings. Planting of flowers and shrubs by residents is "*at your own risk*". The Board of Directors, Management Company and Landscaper will assume no responsibility for items planted by any Owner, Resident, Guest or Tenant.
- b) Vegetable plants may be grown in pots and placed within close proximity to the associated unit. Planting of vegetables in Common Areas is strictly prohibited. The landscapers have standing orders to remove any vegetable plants found growing in the Common Areas.
- c) Association shrubs may not be altered without prior Board approval.
- 13.17 **Patio Construction:** On units that do not have walkout cellars, unit owners may construct patios, using conventional pavers, out to the end of the middle unit deck partition wall, with Board approval. Plans/sketch must be submitted in writing to the Board of Directors. Use of concrete to secure pavers in place is prohibited.

On units with walkout cellars, unit owners may extend the existing concrete patio on both sides of the patio to the adjacent deck partitions, and out to the end of the middle unit deck partition wall, with Board approval. Plans/sketch must be

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submitted in writing to the Board of Directors. Use of concrete to secure pavers in place is prohibited.

- 13.18 **Regular maintenance for Limited Common Areas** (*front porches, decks and patios*) is the responsibility of the homeowner. Regular maintenance includes snow removal, sweeping and keeping the overall appearance uncluttered and tidy. The Association is only responsible for wood rot repairs and staining to Limited Common Areas.
- 13.19 The **real estate taxes** due to the City of Nashua for the individual unit along with that unit's percentage of interest in the Common Property shall be paid by the Unit Owner directly to the Town when due. Taxes for each Unit are not divisible between the unit and the Common Property.
- 13.20 **Outside faucets** on the end of buildings are NOT Common Property. They are part of the plumbing system that is unique to each unit and as such belong exclusively to the unit to which they are attached.
- 13.21 **Community yard sales** are organized twice a year in spring and fall by the WVA. All other yard/tag/garage sales at any other time of the year are prohibited and subject to fines by the WVA.
- 13.22 No Unit Owner, tenant or guest shall direct, supervise or in any manner attempt to assert control over any employee or contractor of the Association.
- 13.23 Trash barrels must be stored out of site. They should be stored in the front entry closet, which is the purpose of this closet.
- 13.24 **The Property Manager shall always be the primary contact for all Condominium related matters.**

## 14. ELECTRIC VEHICLE CHARGING STATIONS (EVCS)

- 14.1 Prior written approval must be obtained from the Board of Directors before installation of any power charging station begins to a specific unit. An installation plan must be submitted to the Board accordingly. Outlets may be either Level\_1 (110 volts) or Level\_2 (220/240 volts).
- 14.2 Either a License Agreement or Easement Agreement, to be determined by the Association attorney, must be approved for all Charging Stations or Level\_2 outlets to be installed, whether in a garage or at an assigned parking space. Cost of the Agreement is to be borne by the unit owner (\$250 as of June 2021).
- 14.3 Use of pre-existing Level\_1 outlets in garages do not require either a License or Easement, or Board approval.
- 14.4 Level\_2 outlets installed specifically for EV charging purposes may be installed in garages where possible. In all cases, garage or parking space, all wires must be

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- underground.
- 14.5 Under no circumstances may extension/power cords be laid above ground on Common Property.
  - 14.6 Use of the Charging Station shall be solely for the unit owner's exclusive private use and shall not be used for public use.
  - 14.7 All installations must be performed by a licensed master electrician. Permits must be acquired from the City of Nashua for all EV power charging installations.
  - 14.8 Upon completion, an inspection by the Nashua Electrical Inspector is required and a copy of the signed-off permit must be submitted to the BOD within 5-days of the sign-off.
  - 14.9 Charging stations located in, or adjacent to, assigned parking spaces must be protected by two bollards, painted yellow.
  - 14.10 Any and all expenses related to the installation and operation of an EV charging outlet or any related installation, that will be for the exclusive use of the related unit owner, must be paid by the related unit owner.
  - 14.11 The unit owner is responsible for all electricity used to charge their vehicles.
  - 14.12 The unit owner must pay for any additional insurance required, if any, and to indemnify the Association for any damages resulting from the installation, use or maintenance of the charging related equipment.
  - 14.13 The Unit owner will be responsible for any damage to the common area as a result of the installation and will be responsible for restoring the common area to the condition that existed before the damage.
  - 14.14 If a charging station is installed in an assigned parking space for the exclusive use of the related resident, or a Level\_2 outlet is installed in the unit owner's garage, the unit owner must remove the charging station and restore the premises to the condition before installation of the charging station before the unit owner may transfer ownership of the unit, unless the prospective buyer of the unit accepts ownership and all rights and responsibilities that apply to the charging station under this section. (See par. 14.2)

## 15. **INSURANCE**

- 15.1 The Association Master Insurance policy has a \$10,000 deductible for which the unit owner is responsible in the event of a claim related to the unit. The unit owner should have an HO-6 condominium policy in an amount sufficient to cover this deductible. Insurance professionals also strongly recommend the HO-1732 extended package as well.

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15.2 Renters/lessees should consider obtaining renters insurance so as not to suffer a loss of personal property not covered by the unit owners coverage.

### 15.3 **Claim Prevention Tips**

- a) Hot water tank – Water storage tank failure is a common occurrence, mostly due to age. The recommended replacement is ten years maximum.
- b) Smoke alarms (*battery backup suggested*) – Manufacturers recommend that smoke alarms be replaced every seven years.
- c) Washing machine hoses must be of the woven-steel type.  
(*Widely available at Home Depot and Lowes*)
- d) Dryer Vents: Flexible dryer vents are illegal (*as a matter of law*). The optimum type of vent is the rigid metal vents. Insurance companies recommend that the vent be cleaned regularly. Lint accumulates constantly at the exterior of the vent (*outside of unit*). It needs to be cleaned on a regular basis. You can also have it professionally cleaned. Dryer vents are a major source of fires.
- e) Wood Burning Fireplaces: Chimneys must be professionally cleaned annually.

### 15.4 **Certificate of Insurance for Residential Work**

- a) Any and all contractors hired by a unit owner, for any internal repairs, improvements, upgrades or changes relative to the unit, or glass replacement, where the project cost is expected to exceed \$2,500, shall provide the Association with a Certificate of Insurance for said contractor, naming the Westgate Village Condominium Association and Great North Property Management as additional insured's under the contractor's commercial liability policy. The Certificate of Insurance shall also state that the contractor's insurance policy shall be primary and not contributory, and that the coverage includes the contractor's ongoing work and completed work. The certificate must be forwarded to the Property Manager prior to commencement of work by the contractor. If the Certificate of Insurance is not received prior to commencement of work, the unit owner shall be held responsible for any damage to the Common Property or liability in case of injury related to the work.

## 16. **APPROVALS / COMPLAINTS / RULE AMENDMENTS**

16.1 Any consent or approval of the Board or its authorized agent given under these Rules shall be revocable at any time. Complaints of violation of these Rules should be made to the Board or its authorized agent, in writing.

16.2 If the Owner does not receive satisfaction from such authorized agent, or if there is no authorized agent at that time, he should submit his complaint in writing to the Board. If the Board feels that the complaint is justified, it will take whatever



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action deemed necessary.

- 16.3 These Condominium Rules may be revised in any way at any time by the Board as conditions warrant, provided that a written communication is sent to each Owner advising them of the change.

### 17. **LATE CHARGE FOR NON-PAYMENT OF FEES**

- 17.1 The monthly assessment (*condominium fee*) is due and payable on or before the first day of the month; if not paid by the last day of said month, then said unit is in default. A \$15.00 Late Fee will be charged by and paid to the Association for any monthly fee not received by the last day of the owing month.
- 17.2 After forty-five (45) days a second notice and fine will be sent to the unit owner.
- 17.3 Any unit owner who is behind more than sixty (60) days from the due date in Association fees will be subject to collection procedures including recording of a memorandum of lien or a suit to enforce the lien. In accordance with the provisions of the Bylaws, unit owners shall be responsible for the payment of all legal fees and costs incurred by the Association in connection with the collection of the unpaid assessment.

### 18. **NON-SUFFICIENT FUNDS / RETURNED CHECKS**

- 18.1 There is a \$25.00 fee for any check returned for non-sufficient funds.

### 19. **RULES ENFORCEMENT PROCEDURE**

- 19.1 **Reporting:** The management company shall report all violations of the Condominium Rules to the Board of Directors. In addition, any unit owner may report a violation, in writing, to the management company or to the Board of Directors. Anonymous complaints will not be considered.
- 19.2 **Notice of Violation:** The Board of Directors and/or the Property Manager will review the violation. If warranted a letter of non-compliance will be mailed to the violator.
- 19.3 Failure by a Unit Owner to comply with corrective actions will result in the Board directing the Management Company to take appropriate corrective action. All fines or charges are due within thirty (30) days from the date of the notice, unless, a request is made for a review by the Board of Directors.
- 19.4 **Appeal/ Request for Review of Fine:** A request for review of a fine must be made within five (5) business days of the notice date. All requests must be made in writing. All requests for review will be heard by the Board in closed session at the next available Board meeting. Fines can only be rescinded by the Board. Board decisions will be supplied to the Unit Owner within forty-eight (48) hours of the review.
- 19.5 **Fines:** Fines shall be assessed according to the following schedule:

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First Offense	\$ 50.00
Second Offense	\$100.00
Third Offense	\$200.00
And double thereafter	

All fines shall be due within thirty (30) days of the date of assessment. If a fine is not paid in a timely manner, it shall be collected in the same manner as overdue condominium fees and assessments.

- 19.6 If there are any subsequent offenses of the same or similar violation, the Board of Directors may take whatever action it deems to be in the best interests of the Association to prevent continuing violations.

### **New Hampshire Dog Laws** (New Hampshire Statutes)

436.100	Rabies Vaccination Required
466.1	Procuring Licenses; Tag
466.19	Liability of Owner or Keeper
466.31	Dogs a Menace, a Nuisance or Vicious
466.3 – A	Penalties