

CONDOMINIUM RULES AND REGULATIONS
OAK BRIDGE CONDOMINIUM ASSOCIATION
Effective July 17, 2018 -- TABLE OF CONTENTS

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CONDOMINIUM RULES AND REGULATIONS
OAK BRIDGE CONDOMINIUM ASSOCIATION

Effective March 18, 2016

The following Condominium Rules and Regulations (hereinafter, “the Rules”) have been established for the benefit of all owners of condominium units at Oak Bridge Condominium (hereinafter, “the Condominium”). These Rules are intended to contribute to preserving a clean and attractive environment and assuring the peaceful enjoyment of our community. They are also intended to protect and enhance the value of the property. These Rules are not, in any way, designed to unduly interfere, restrict or burden the use of such property. All Owners, residents and their guests are expected to abide by the following rules, which are meant to supplement the provisions of the Declaration. In the event that the Rules conflict with the Condominium Instruments, which include the Declaration and Bylaws and all Amendments, or the New Hampshire Condominium Act, NH RSA 356:B, the Condominium Instruments and the New Hampshire Condominium Statute take precedence.

1. **AMENDMENT.** These Rules can be revised in any way, at any time, by the Board of Directors as conditions warrant, provided that a written communication is sent to each Owner advising of the change and further provided that no such Rule or revision is contrary to or inconsistent with the Condominium Act, Declaration or By-Laws of the Condominium.

2. **COMPLIANCE.**

Approved by Legal Council 10/16/14

BOARD OF DIRECTORS’ AUTHORITY

To the extent permitted by law and the Condominium Declaration and Bylaws, the Board of Directors shall have the authority to issue or deny approval of any exception to these Rules. Such approvals shall be in writing and may be for the resolution of temporary problems or situations. Approvals may be revoked at any time.

The Board of Directors shall have the power to waive any provision of the Declaration, Bylaws or Rules in order to accommodate any disabled residents and comply with the provision of Federal and State Law.

Residency regulation concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors provided that such regulation are not contrary to or inconsistent with the Condominium Act, the Declaration or these Bylaws. Copies of the Residency Regulations shall be furnished by the Board of Directors to each Owner prior to the time when the same shall become effective.

[Article III.1 Power and Duties, III.i.g, V.7 Restrictions on Use of Units, V.9 Rules, XIII Compliance and Default, XIII.f Abatement and Enjoinment of Violations By Owner, NH Condo Act Rev 10-21-11 356-B:15 Compliance with Condo Instruments]

ENFORCEMENT COSTS/FINES

- a. Costs and expenses, including reasonable attorney’s fees, incurred in enforcing these Rules shall be assessed by the Board of Directors against the violator and/or the Unit Owner responsible for the violation.
- b. All complaints of violations of the Declaration, Bylaws and Rules and Regulations **MUST BE IN WRITING** and directed to the Board of Directors and signed by the resident. Complaints should

state nature of the violation, the time and place the violation occurred and the facts that give rise to the violation and the unit number or name of the party violating the Declaration, Bylaw or Rule or Regulation. All complaints should also contain the name, unit number and telephone number of the complaining party.

1. Upon receipt of a complaint, the Board shall investigate the complaint and determine whether it is founded.
2. If the Board determines that the complaint is founded, it shall direct that notice be sent to the violator stating the date, time and rule violated and request that the owner cease the conduct. This shall constitute a first notice of violation, the "warning" letter.
3. If the violator wishes to contest this notice, he shall notify the Board in writing and may appear at the next Board meeting to contest the violation.
4. If the Board determines that there is a repeated violation of the rules, the Board shall fine the offender and may request the offender attend the next Board meeting to discuss the violation.
5. If any such violation or fine is contested, the Board at their next regular Board meeting shall conduct a hearing of all facts and render a finding in writing and notify the owner of its decision. The decision shall state the facts found and if warranted, impose a fine, ban the offender from the common facilities or direct that legal action be taken to enforce the condominium instruments. All fines are considered an assessment against a unit and shall be payable thirty (30) days after the date of the Board's decision.
6. Unit Owner may, after payment of all fines, appeal any fine to the entire Board and request a meeting with the Board and property manager.
7. The fine structure shall be as follows:
 - a) A first offense shall result in a warning letter.
 - b) A second violation shall result in a \$25.00 fine and may ban the offender from common facilities if warranted.
 - c) A subsequent offense shall result a fine of not more than \$100.00 for each offense and the Board may direct that legal action be taken to enforce the condominium instruments. The attorney's fees and costs of such action will be assessed to the violating unit. Each day a violation remains unabated is a separate violation.

Any Notice required by this section shall be deemed given when it is given in hand or mailed to the unit owner, by regular US Mail, at the address.

If a unit owner's actions or violations endanger the health safety and welfare of the residents the Board may take immediate action pursuant to Article XIII of the Bylaws to remove or abate the violation or bring immediate legal action to enforce the rules.

3. NUISANCE AND NOISE. No use or practice shall be allowed which is an unreasonable source of annoyance to the Owners and residents of the Condominium, or which unreasonably interferes with the peaceful possession or proper use of the Condominium by others. Owners and their guests will be expected to reduce noise levels during the hours of 11:00 PM to 7:00 AM, so that neighbors are not disturbed. At no time are musical instruments, radios, tape-decks, phonographs, televisions, cell phone conversations on the balconies or other sound producing sources to be so loud as to become a nuisance.
4. LITTERING AND TRASH DISPOSAL. There shall be no littering. All refuse/trash and recycle material shall be deposited only in designated dumpsters. Trash must be bagged and secured tightly before placing it in the trash dumpsters. Recycle material may be placed in paper sacks or dumped loose in the recycle dumpster. No plastic bags are to be put in the recycle dumpster. Under no circumstances is any trash or recycled items to be dropped or left on the ground. No garbage, trash, or recycle

materials shall be permitted to remain in the hallways, patios, decks, or anywhere in public view. No household furnishings including any electronic device, remodeling materials or construction debris are to be placed in any dumpster. The dumpsters are for the residential refuse of the owners only and no industrial, commercial, or refuse from offsite may be placed in the dumpsters.

5. ADDITIONS TO EXTERIOR OF BUILDING(S). Changes affecting the appearance of the exterior of any building, such as decorations, awnings, screens, sunshades, deck/terrace covers, air conditioners, antennas, or similar changes, cannot be made without the consent of the Board of Directors. Consent of the Board may be in writing. Any damages resulting from the displaying of exterior decorations will be the responsibility of the unit Owner.
6. IMPROPER USE OF COMMON AREAS. There shall be no use of the Common Area, which injures or scars Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the Owners in their enjoyment of the property.
7. VEHICLES. No owner shall be entitled to maintain more than (2) vehicles within the Condominium grounds at one time. No snowmobiles, mobile homes, campers, boats, trailers or other terrain vehicles will be parked or allowed to remain within the Condominium complex. Temporary parking of such vehicles must be approved by the Board of Directors. The request can be done in writing and may be granted under extenuating circumstances on a temporary basis only.
8. PARKING + PARKING LOTS. Modified by BOD 3/15/18
 - a. Each unit is allocated one (1) marked parking space on the property, whether in the garage or outside parking area. The maximum of two (2) vehicles may be allocated to any one (1) unit, must belong to a unit resident and must be registered with the Condominium. (Declaration, Fourth Amendment, IV. Parking)
 - b. All resident vehicles parked on property must be current in registration and inspection and in running condition per City of Concord.
 - c. All vehicles must display a valid parking permit sticker as defined on the unit information form directions in order to park in a "P"ermit or assigned parking space.
 - d. All vehicles must park in their assigned space first. Units with two vehicles may interchange parking in "P"ermit or assigned space as needed.
 - e. Visitors must park in designated "Visitor" space. Visitor parking is marked and can be found in front of the Club House. No parking stickered vehicle may park in "Visitor" or "Reserved" marked spaces (see exceptions below). If "Visitor" space is full, visitors must park off site.
 - f. Old parking hang tags are no longer honored and are considered invalid.
 - g. Motorcycles, mopeds, scooters are allowed on property and must be current in registration and inspection. Said vehicles are to park in/share the unit's allocated parking space so as to not take a full parking space on their own. These vehicles must be registered with the Association and do not need a parking sticker. Patios/decks and other common areas are not valid parking spaces. Motorcycles must be parked in a numbered spot and must share that numbered spot so as to not take an entire parking space. Motorcycles cannot be parked in a "P" space so as to take up the entire parking space.
 - h. Lost garage access keys will be replaced at a cost of \$75 and new parking stickers will be replaced at a cost of \$10, charged to owner's account.
 - i. Every owner's and resident's cooperation is requested in parking in your allocated spot, both inside and outside, at all times so as to maximize the availability of "Permit" spaces for unit resident with approved, stickered second vehicle.
 - j. Cars illegally parked in any parking spot without properly displayed sticker may be subject to towing without notice at the owner's expense.

k. Towing - All vehicles parked in numbered or "P"ermit spaces have a valid parking sticker. Towing of vehicles parked at Oak Bridge may occur at anytime, without notice for any of the following reasons:

- i. Any vehicle parked in the Fire Lane (City of Concord ordinance)
- ii. Stickered vehicles parked in VISITOR designated spaces
- iii. Non-stickered vehicles parked in "P"ermit or numbered spaces
- iv. All vehicles parked at Oak Bridge must be registered, inspected and operable
- v. Any vehicle or motorcycle parked in non-designated parking spaces (ex. behind dumpsters/buildings, on the lawn, etc.)
- vi. Motorcycles parked in a non-numbered space or taking up a full vehicle parking space

Stickers should be displayed on the rear (not windshield or side window), driver-side window (either top or bottom). Stickers placed incorrectly may be missed and vehicle may be towed. All towing expenses are the vehicle owner's responsibility.

Any vehicle displaying a legal HANDICAP plate or hang will not be towed unless there is a snow emergency. We ask Handicap vehicles please park in designated Handicap areas if at all possible.

PARKING LOTS - There is NO skateboarding, scooter riding, bicycle riding, roller blading, roller skating, hover board riding or any other mode of transportation other than vehicles and motorcycles allowed on any of our parking area, road ways, sidewalks or any landscaped areas. Please note signs are posted on property stating such.

PARKING EXCEPTIONS - Any vendor or person(s) doing business for the Association, making deliveries, picking up items, meetings or making repairs; may park where necessary (except in someone else's assigned spot). Such parking is allowed for the duration of completing Association business. Parking on landscape or in fire lanes is not allowed at any time for any reason.

9. GUESTS. Owners will be responsible for the actions of their guests, as well as members of their families. If occupancy by guests creates a nuisance to other Owners, the Board of Directors shall have the right to request that the guest leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests. Moreover, unit owners will be deemed responsible for any damage caused by their guests and rules violated by guests shall be deemed to be violated by the unit owner. Lastly, unit owners will reimburse the association for the costs incurred as a result of the unit owner's guests.
10. PERSONAL ARTICLES. Sporting equipment, lawn furniture, and other personal articles and equipment, shall not be left in the hallways (Common Area) as this creates a safety issue and violates the Fire Department Code. When in use on the Limited Common Area, such as your deck or patio, said personal articles shall be maintained and used in such a fashion as to meet the standards of the Association, as established by the Board of Directors and common sense. Courtesy to fellow unit owners is expected at all times.
11. OUTSIDE ACTIVITIES. There shall be no organized activities or picnicking except in areas that are approved by the Board of Directors. Under no circumstances may a fire, of any kind, be lit or maintained, and under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the Fire Department or Fire Law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority or by the Board of Fire Underwriters. The parking areas, walkways, and entries shall not be obstructed or encumbered for any purposes. If in doubt as to whether an activity is allowed, please contact the Board, who will make every effort to work with you in accordance with safety practices and the law.

12. CLOTHES LINES. No clothing, laundry, rugs or similar materials shall be hung or otherwise left or placed in or on Common or Limited Common Area. No such articles shall be hung from any window or exterior portion of a Unit or on the deck or terrace adjacent thereto so as to be exposed to public view.

13. HOUSE PETS.

BOD Approved 3/13/2018

No pet shall be allowed in the units without the prior written consent of the Board of Directors.

- a. Unit Owners may maintain no more than 2 household pets i.e. 2 cats or 2 dogs, or 1 of each, with the prior written consent of the Board of Directors. Owners/residents who have more than 2 pets prior to the effective date of this amended rule will be grandfathered; however, there will be no replacement after the loss of the 3rd pet.
- b. Only household pets may be kept in a unit with the prior written consent of the Board of Directors. Any Pet approval is non-transferable. If a unit is sold, or an approved pet is lost, dies, or for any other reason is no longer kept on the property, the owner must again apply for and receive a new approval to keep a pet.
- c. Only unit owners may apply to the Board to keep a pet at the unit. The owner of the unit shall be responsible for any and all damage caused by the pet and for violations of this rule by any tenants, residents or guests at their unit and shall promptly pay any fines or assessments.
- d. All requests by unit owners to keep a pet must be accompanied by a completed pet registration form and license, health certificate and a certificate of insurance showing liability insurance expressly providing insurance coverage for the pet. The Board of Directors will respond to any such request in writing within ten days.
- e. A \$200.00 non-refundable fee will be charged if an owner or tenant brings a dog on the property without board WRITTEN APPROVAL.
- f. Unit owners must obtain and maintain liability insurance insuring against any and all damage caused by their pets. Proof of such insurance shall be submitted to the Board with the pet registration form.
- g. No pet shall create noise, odor, or be allowed to disturb other residents.
- h. Only (2) pet(s) per unit are permitted and no pets may be kept, bred or maintained for any commercial purpose.
- i. Pets shall not be permitted outside the unit on the common area of the Association unless accompanied by a responsible individual and kept on a hand leash of no more than 10 feet in length at all times.
- j. Each owner shall be responsible for the immediate removal of any droppings on common area, walks, hallways, or paved streets. All pet waste must be securely bagged and placed inside the dumpster.
- k. Any pet causing or creating a nuisance, or unreasonable disturbance or noise shall be permanently removed from the property upon seven (7) days written notice from the Board of Directors.
- l. The following is a list of banned dog breeds that will not be allowed: Pit Bulls - Staffordshire Terriers – Rottweilers - German Shepherds - Presa Canarios - Chows Chows - Doberman Pinschers – Akitas - Wolf-hybrids - Mastiffs - Cane Corsos - Great Danes - Alaskan Malamutes - Siberian Huskies – Sharpeis – Boxers or all mixed breeds with this list.
- m. Owners/residents who currently have a dog that appears on the banned list prior to the effective date of this amended pet rule will be grandfathered; however, there will be no replacement with any banned dog after the loss of said pet.
- n. Visitors to property may bring banned dog breed on property for the duration of a one-day visit but cannot remain on property overnight. Visitors with dog must follow house pet rules.
- o. Failure to remove a pet from the property after written notice by the Board will constitute a willful violation of the Rules and shall result in a \$500.00 fine in addition to all other penalties as provided by the Declaration, Bylaws and Rules.

14. CANVASSING, PEDDLING OR SOLICITING. No person, including any Owner, shall enter or go through the Condominium for the purpose of canvassing the residents, or for the purpose of vending, peddling or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions. A notice of the above may be posted within the private roadways of the Condominium. However, such canvassing, vending, peddling, soliciting or distribution may be allowed with the written consent of the Board of Directors.
15. ADVERTISING. No sign, signal, illumination, advertisement, poster, notice, or any other lettering shall be exhibited, inscribed, painted, attached, affixed, installed, or exposed on or at any window, exterior door, or on any part of the exterior of any Unit, or in or on the interior of any Unit if the same shall be visible from the exterior of said Unit.
16. CLUBHOUSE FUNCTIONS. All private or public functions, using any of the Clubhouse's various rooms, need Board of Directors approval. Such approval shall be requested in writing in accordance with the policy approved by the Board of Directors. Please call our current property management company to check on availability for reservations and further information.
17. CONTROL OVER EMPLOYEES. No Owner shall engage any employee of the Condominium on any private business, nor shall he direct, supervise or, in any manner, attempt to assert control over any such employee, unless authorized by the Board of Directors.
18. ILLEGAL ACTS. No person shall do any act that conflicts with any applicable laws, ordinances, zoning and other governmental regulations, and all applicable Rules adopted by the Board of Directors or commit any illegal or unlawful act in, upon or about the Condominium. A violation of any law, local or otherwise, shall be deemed a violation of the rules of the Condominium Association and the Board of Directors, on behalf of the Condominium, reserves the right to notify local authorities of any known illegal activity as well as seek their own civil remedy, if relevant.
19. MINIMUM UNIT TEMPERATURE. The minimum temperature setting for individual unit thermostats and heaters shall be 50 degrees (F) during the heating months.
20. CONTRACTORS AND MOVERS. All work is to be done between the hours of 7:00 AM and 7:00 PM. Notification of all work or moving needs to be communicated to the property manager 3 days prior to event.
21. SNOW REMOVAL. All Owners, residents and guests will be familiar and comply with the snow removal procedures and will cooperate with the Board of Directors and the snow removal contractors. Any vehicle that impedes snow removal is subject to immediate towing at the expense of the owner and without prior warning or notice. The authority to tow any such vehicle is specifically delegated to the contractor and their employees or other agents of the contractor. In addition, Owners/residents are responsible for removing snow, ice and any accumulation of water from their decks (Limited Common Area) as stated in the By-Laws (pg. 14: Maintenance & Repair by the Owner). Those who do not comply may be assessed a fine.
22. FLAGS. The displaying of flags is limited to displaying the American Flag. The Unit Owner assumes responsibility for any damage the mounting of flags causes to Common or Limited Common Areas, including balconies, decks, and patios. The cost of repairs will be charged to the Unit Owner.
23. WIND CHIMES AND WIND SOCKS. Wind chimes and wind socks are prohibited in the Common Area.

24. BIRD FEEDERS. Bird feeders and other animal feeders are prohibited in Common or Limited Common Area, including decks, balconies, and patios.
25. YARD SALES. Yard sales, tag sales, garage sales and other similar activities are prohibited except as authorized by the Board of Directors. Please contact the Board for more details.
26. PLANTERS AND FLOWER POTS. Planter and flower pots may be placed on balconies, decks and patios. Planters and flower pots will not be placed on the top of any 2nd or 3rd floor balcony, deck or patio railing or privacy wall. The hanging of planters and flower pots from any balcony or deck is prohibited. Plants and flowers must be maintained so they do not litter on Common Area or Limited Common Area, including balconies, decks and patios. Any dead or diseased plants or flowers must be removed by the responsible Owner or resident.
27. OUTDOOR GRILLS. The storage and use of outdoor grills will be in full compliance with all applicable state and local laws, ordinances, and regulations. In the event that said laws, ordinances and regulations conflict with the Rules of the Association, the more restrictive will always apply. The use of outdoor grills within ten (10) feet of the exterior of a unit and within ten feet of any structure including decks, balconies and patios is prohibited. Outdoor grills must be attended by an adult at all times while in use. Recognizing the hazards inherent in the storage and use of outdoor grills, the Owner or resident responsible for storing or using such a grill assumes responsibility for any and all damages incurred incident to said storage and use. The Unit of the responsible Owner or resident will be assessed the cost of all repairs necessary to restore the property to its original condition. Electric grills are allowed on patios and decks but must be unplugged after each use.
28. RESALE. It is the obligation of the Unit Owner to notify the Managing Agent of a pending sale of a unit. The seller is to provide the buyer with one copy each of the Declaration of Oak Bridge Condominium, the By-Laws of Oak Bridge Condominium and these Rules and Regulations prior to or upon closing. It is the obligation of the new Unit Owner to notify the Managing Agent of the purchase of a unit.
29. RENTALS. Unit Owners are responsible for advising the Managing Agent of the rental of their Unit and will provide the Managing Agent with the Unit address, the name(s) of the renter, and the length of the initial term within 30 days of the execution of the lease agreement. Unit owners must also provide vehicle information for their tenants, see Parking, and a car registration form is available upon request. Unit Owners will ensure that the renter is furnished with one copy each of the By-Laws of Oak Bridge Condominium and these Rules and Regulations prior to or upon the signing of the lease agreement. The Unit Owner will include in any lease, or as a separate signed document, the following notice to all tenants: "This lease is subject to all provisions of the By-Laws of Oak Bridge Condominium and Rules and Regulations of Oak Bridge Condominiums. In the event of a conflict between this lease and the By-Laws of Oak Bridge Condominium or Rules and Regulations, the By-Laws of Oak Bridge Condominium and the Rules and Regulations will take precedence."

The unit owner will provide the managing agent a signed acknowledgement by the tenant of their receipt of the By-Laws of Oak Bridge Condominium and Rules and Regulations and the foregoing notice within 30 days of the execution of the lease agreement. Unit owners are financially responsible for property damages and fines incurred by their tenants and guests and will be billed. This includes, but is not limited to, damages and fines incurred because of improper use of key fobs or hanging parking tags. Nothing in this paragraph, however, shall be interpreted to prevent the Unit Owner from seeking reimbursement from their tenants or guests for any such charges or fines.

30. DELEGATION OF POWERS. The Board of Directors, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules, to the property manager or to any other employee or agent of the Oak Bridge Condominium Association.
31. DELINQUENT CONDO FEES AND FINES. Unit owners who are more than sixty (60) days past due with their condo fee or fine payments will have their clubhouse privileges revoked (key fob deactivated) with the exception of those who comply with a Board approved payment plan. Other common area privileges, including parking on common area, may be revoked. Tenants of a delinquent unit owner may face the same revocation of clubhouse and common area privileges, including parking, as their delinquent unit owners.
32. CONSENT REVOCABLE. Any consent or approval of the Board of Directors given under these Rules shall be revocable at any time.
33. CLUB HOUSE KEY FOB. Owners/residents will not allow entry to anyone seeking access to the club house if they do not have a working key. If you allow or aid unauthorized persons entry, who you let in will be considered your guests and you will be held responsible for their actions. You will also be subject to fines, loss of club house privileges and costs incurred for any damages.
34. BUILDING HALLWAYS. Approved by BOD 10/16/14
- a. Nothing can be temporarily or permanently left in building hallways at any time except unit entry rug
 - b. Unit entry rug cannot impede in any way the opening or closing of unit door
 - c. Unit door number must be visible at all times City of Concord Fire & Police Regulations
35. DECKS AND PATIOS. Modified by BOD 7/16/18
- a. Gas grills on 1st floor patios allowed. Must be moved at least 10 feet away from any building structure while in use. No grill can be left unattended while in use.
 - b. Electric grills only on the 2nd and 3rd floor. No gas grills allowed on 2nd and 3rd floors
 - c. Patio furniture and potted plants placed on deck/patio floors only. No bikes or toys can be kept on the patio or deck.
 - d. No rugs on wooden decks which traps water and causes wood to rot.
 - e. No items can be placed on or hung from 2nd and 3rd floor half privacy walls
 - f. Items may be attached to or hung from 2nd and 3rd floor railings as long these items are attached or hung from the inside of the railings and do not hang over railing for safety concerns.
 - g. Only the board approved privacy screen can be used on decks if desired. The color (grey) and screen type were selected to establish a consistent look and feel across the property. A privacy screen, if used, is to be attached with black zip ties and must hang on the inside of the railing to not cover the railing from the outside. This is the only privacy screen approved for the property:
<https://goo.gl/EzhgHq>
 - h. No item can be hung, nailed to, or affixed in any way to the wood deck/patio or any other part of the building structure. No holes of any kind can be made to any part of building structure.
 - i. Emergency access through outside patio door must not be blocked in any way
 - j. Store winter items inside units when not in season
 - k. No other items can be temporarily or permanently placed on decks or patios
36. GARAGE. Approved by BOD 10/16/14
- a. Large metal or plastic, preferably lockable, storage containers with doors and/or covers
 - b. Garage spot letter and unit number must be visible at all times
 - c. Kayaks, bicycles, strollers and grocery carts only and cannot impede ability to park vehicle completely within garage spot

- d. Small, portable plastic storage containers or tubs NOT allowed
- e. No maintenance, oil changes or other repairs allowed
- f. No loose items (examples: paint, gas, oil cans, tables, chairs, shovels, grills, etc.) allowed outside of closed metal or plastic cabinets. Nothing placed on top of cabinets.
- g. All vehicles parked in garage spot must have valid Oak Bridge parking permit sticker
- h. All vehicles on property be registered, inspected and in operating condition

(City of Concord Ordinance)

37. HOT WATER TANKS.

Approved by BOD 10/25/13

It is the unit owner's responsibility to maintain their hot water tank/heater in building 1 and 4. Hot water tanks/heaters have an average useful life of 10 years with proper maintenance. Water contains minerals that can collect at the bottom of the heater, causing overheating of sediment and corrosion. This results in shorter life of the heater and possible water leak damage to you and your neighbor's units. Preventative maintenance can increase the efficiency and life of your investment.

To protect every unit owner's property and hopefully prevent even higher Master Insurance Policy premiums and to minimize the chance of substantial water damage to units. On or before September 30, 2014, each unit owner shall provide to the Management Company, information regarding the existing hot water tank's condition within their unit, including a serial number, year purchased and manufacturer warranty and expected life expectancy.

Each unit owner must properly inspect and maintain its water heater at least once every two years. In addition, information regarding the installation of a flood control master shut-off switch must also be sent to the property management company, including paperwork stating installation was completed by a licensed plumber. Each unit owner must replace his/her water tank if it is more than ten years old, regardless of tank style of condition. Hot water tanks replaced after October 1, 2014, must be a stainless steel, aluminum, tankless model. Each hot water tank installation must comply with the City of Concord's specifications and include a catch basin under the tank. All hot water tanks must be replaced before their manufacturer's recommended age of expiration date, if less than 10 years or at a maximum before their 10th year of service. All replacement tanks must have guaranteed life spans of at least ten years. Owners are required to install a shut off valve on the water line running into their hot water tanks at the time the hot water tank is replaced if one does not already exist.

Any unit owner who refuse or otherwise fail to provide the information requested above, or otherwise refuse or fail to replace their water tanks when required shall be subject to a fine up to \$100 per week for so long as the violation continue. In addition, if necessary and after the non-compliant unit owner is given reasonable notice and opportunity to be heard, the management company and board may in its discretion replace the noncompliant water tank and assess the unit owner all the related costs incurred to enforce this rule.

Notwithstanding the availability of insurance through the Unit Owner h06 policy must state the unit owner must have a minimum of \$25,000 water damage coverage per incident. Owners whose tanks fail, causing damage to the unit(s), common and limited common areas will be responsible for reimbursing the Association any expense and fees incurred by this incident in repairing the damage, including reimbursement of Master Insurance Policy deductibles. The Association Bylaws specifically state the association board and management company are given expressed right of emergency access to units to effect repairs. The management company shall have the irrevocable right of access to each unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair, or replacement of any of the common areas and facilities or for making emergency repairs necessary to prevent damage to the units, common areas and limited common areas.

38. TOILET TANK GASKETS.

Approved by BOD 10/25/13

All building toilets at Oak Bridge are back-flush toilets requiring special neoprene gaskets. Wax rings are just not suitable and will leak. Please make sure you have replaced your toilet gasket on or after October 15, 2013. All plumbing work done within a unit must be accomplished by a licensed plumber. Board may ask for proof such repairs have been completed to conform to legal requirements. (See By-Laws: Section V.4 Maintenance and Repair, pages 14-15)

39. MOVE IN-OUT POLICY.

Approved by BOD 6/15/15

Effective August 1, 2015, a move in/out fee of \$100 will be charged to any owner or their tenant who is moving in or out of the property. This fee will be charged for each occurrence and will be assessed directly to your account ledger and will be due within 30 days. Any outstanding fees will be assessed late fees and could be subject to the property's collection procedures if not paid promptly. Any owner not reporting in a change in tenancy/occupancy or ownership will be assessed an additional \$100.00 over and above the established \$100.00 fee.

This policy was put in place help offset the bills/cost the association has had to pay for the removal of abandoned furniture, boxes, etc. and make repairs to damage in the hallways and doors in the buildings caused by careless moving activity.

40. HOVERBOARDS.

Approved by BOD 3/17/16

Out of an abundance of care for the safety of our residents and Association property, the Board has decided to immediately ban the use and/or presence of Hoverboards (two-wheeled, self-balancing electronic boards) on Oak Bridge Association property. According to the U.S. Consumer Product Safety Commission (CPSC), numerous reports regarding Hoverboards spontaneously igniting during use or while charging have lead to this ban. Hoverboards cannot be stored or used on or in any building, unit, garage, landscape, walk-way or drive-way at Oak Bridge.

41. DRONES.

Approved by BOD 3/17/16

With privacy and safety considerations of our residents, the Board has decided to immediately ban the use of Drone operation on or in Oak Bridge Common Area airspace. There are currently insufficient safeguards available to ensure that Drones are not used to survey our property and residents, potentially infringing upon one's fundamental privacy as guaranteed by the First and Fourth Amendments of the Constitution.

42. CLUB HOUSE.

Modified by BOD 5/3/18

- a. Pool, Patio and Exercise areas are "Common Use" areas and cannot be reserved by individuals for any private function or use. These common areas are off limits to large group functions (approved group size limited to 4 or less members). To reserve the Meeting room (Library) or the Billiard/TV room, please reference the "Clubhouse Rental Agreement."
- b. Key fob access may be denied by the Oak Bridge Board of Directors for disregard of or non-compliance with Oak Bridge Rules and Regulations. This includes all posted directives cited in the Club House, mail box and dumpster areas.
- c. Key fob access to the Club House will be denied to units over 60 days delinquent with dues or fines.
- d. Doors will be locked 24 hours a day, 7 days a week. Only unit Owners will be provided with a key fob to gain access. Unit Owners are responsible for passing the key fob onto their tenants. Only 1 fob is assigned to each unit.
- e. Club House Hours: - 5:00 am - 10:00 pm
 - Pool Area: 6:00 am - 9:00 pm
- f. Unit owners or tenants must accompany their guests when using the Club House.
- g. When finished using the pool area, please turn off the lights, including the hot tub lights and jets.

- h. A \$75.00 fee will be charged for replacing a lost key fob. In addition, the lost fob code will be deleted from the security system so it cannot be used.
- i. No pets or alcoholic beverages are allowed in any area of the Club House.
- j. No one under age of 18 is to use/enter the club house unless accompanied by an adult 18 years of age or older.

43. POOL.

Approved by BOD 4/17/12

- a. Pool & Jacuzzi hours are from 6:00 AM - 9:00 PM.
- b. Residents & their guests ONLY will be permitted to use the pool.
- c. No lifeguard on duty.
- d. A cleansing shower is to be taken prior to entering the pool.
- e. Any type of pollution of pool water is prohibited.
- f. Untrained Toddlers wearing diapers & or swim diapers are NOT permitted in the pool.
- g. No one under 18 is permitted to use the pool without an accompanying adult.
- h. Rough play & running is not permitted.
- i. Food, drink or glass containers are not permitted in the pool area.
- j. Jumping, diving or flips from pool side into pool are prohibited.
- k. Swimming aids such as masks, snorkel, fins, etc. are not allowed.
- l. All persons must wear proper swim attire.
- m. Doors & windows in the pool area must remain closed at all times.
- n. Any person(s) having any cuts, open or bandaged wounds, rash, nasal, eyes, or ear drainage or any infectious or communicable disease shall not be allowed in the pool.

Violation to the rules will result in suspension of club house privileges & possible fines.

44. HOT TUB.

Approved by BOD 4/17/12

- a. No one under 18 years of age is to use the hot tub regardless of whether there is adult supervision.
- b. ALWAYS shower first with soap & water to reduce the likelihood of contaminating the hot tub water & minimize health risks.
- c. Any person(s) having any cuts, open or bandaged wounds, rash, nasal, eyes, or ear drainage or any infectious or communicable disease shall not be allowed to enter hot tub.
- d. Limit your soak time to no more than 15 minutes at a time.
- e. Hot tub capacity is 6 participants.
- f. Pregnant women are not use the hot tub.
- g. Proper swim attire must be worn at all times.
- h. Hot tub is not to be used during severe weather conditions.
- i. Jumping, diving or back flips into the hot tub is prohibited.
- j. No horseplay.

Violation to the rules will result in suspension of club house privileges & possible fines.