



**Highland Colony Homeowner Association
Board of Directors Quarterly Meeting December 16, 2024
Minutes**

The Highland Colony Homeowner Association Board of Directors met on Monday, December 16, 2024, at 10:00AM at the home of Secretary Fitzpatrick, 30 Muirfield Ln. #13.

Board Members:

Kate Newell Coupe, President; Steve Kelly, Treasurer; Robert Fitzpatrick, Secretary; Cindy White, Director; and Annie Hoyer, Director (via Zoom) .

Management:

Nancy Ehlers, Managing Agent, LCMG, L.L.C.; John Carpenter, C.P.A., LCMG.

Owners:

Olivia Saunders, Ron Snyder, Greg Pitman, Bob Tuveson; and Larry Gooch, and Judith Gooch (via Zoom)

Approval of The Minutes of This Meeting

The BOD reviewed these minutes via email on December 31, 2024. Hearing no corrections, President Coupe declared the minutes of the December 16, 2024, quarterly meeting of the BOD approved.

I. Call To Order:

President Coupe called the meeting to order at 10:02.

II. Approval Of The Minutes:

- a. Minutes may be found on the HC Website
<https://www.thehighlandcolony.com> at
<https://thehighlandcolony.com/meeting-minutes>
- b. The BOD reviewed the minutes of the September 16, 2024, meeting of the Board of Directors via email on September 23, 2024. There were no corrections, President Coupe declared the minutes approved.

III. President's Report: Kate Newell Coupe

President Coupe referred to her reminders (**Attachment D**, pp. 10-11) that were distributed via email with the agenda for this meeting.

IV. Treasurer's Report: Steve Kelly, John Carpenter

- a. Treasurer Kelly discussed dues collections. Mr. Carpenter explained that regarding the apparent \$12K deficit, normal dues collections will "catch up" to the apparent loss.
- b. Mr. Carpenter suggested that we consider a 2% discount for those who can pay the annual dues in one lump sum. No action was taken on this.



V. Financial Report: John Carpenter

- a. **Attachment A:** Profit & Loss Budget Performance Details, 9/1 – 11/12, 2024, pp. 6-7
- b. **Attachment B:** Profit & Loss Budget Performance July through November 2024, p. 8
- c. **Attachment C:** Balance Sheet as of November 30, 2024, p. 9

The financial report was accepted for filing.

VI. Secretary's Report: Robert Fitzpatrick

- a. As recorded above in **III, a.**, President Newell Coupe sent a notice about various topics she and the board deemed prudent to share with owners. The notice was attached to the email that contained the agenda for this meeting. (**Attachment D**, pp. 10-11)
- b. Fitzpatrick discussed the new website's features and sought feedback. He highlighted the menu options. He also mentioned the rules and regulations, insurance specs, and a form for modification requests.
<https://thehighlandcolony.com>
- c. He emphasized the importance of tracking modifications and ensuring new owners are aware of their responsibilities. The association is not responsible for the maintenance of modifications. He also discussed the maintenance request form and the ability to download condominium instruments. He encouraged everyone to provide feedback on the website's usability and functionality. Forms for Modification, Maintenance, and Amenity Reservations have been created and are available on the website:
<https://www.thehighlandcolony.com> You can reach these via the MENU link at the top of each page. Forms from the website now go directly to the appropriate source for approval, authorization, or action.
- d. There is a SEARCH option on the website:
<https://thehighlandcolony.com/search-1> This should help owners find their topic of interest quickly and easily.

VII. Managing Agent's Report: Nancy Ehlers

- a. Nancy discussed the progress of tree cutting and maintenance work, reporting that Ariel Tree had some issues with their crane but would return to complete the job. She also mentioned that she had requested an additional tree be cut and hoped it had been marked.
- b. In connection with property maintenance issues, she will obtain quotes for snow removal and landscaping services for next year. Nancy will verify if roof raking is included in Micah's snow removal contract. The board will review the new property management contract for approval when they receive it.
- c. The Board needs to determine a timeline and a process for owners to submit proof of fireplace/chimney inspection. Nancy will create a spreadsheet to track fireplace/chimney inspections for each unit.



- d. She mentioned her intention to get estimates for pool repairs and maintenance.
- e. She also mentioned she will investigate options for improving the storage area and making the gate more user-friendly. The Board expressed its desire to explore possibilities for adding storage units or boxes for owners in the brush/storage area as requested in a list of suggestions created by Gregg Pitman for improving the usefulness of the storage area and the clubhouse. The Board will review Greg's proposals for future improvements and investigate the costs. The subject of the internet for the clubhouse came up yet again.
- f. Nancy also mentioned that she would start working on the budget and would look into getting new quotes for snow removal and ground maintenance. She suggested that we might need to consolidate services and possibly consider other providers.
- g. Nancy discussed the Corporate Transparency Act, a law that requires associations to collect information about beneficial owners—this includes board members and executives of condominium associations. It requires them to report this information to the U.S. Treasury Department's Financial Crimes Enforcement Network ([FinCEN](#)). [\[There is more information about this here.\]](#) The CTA's purpose is to combat money laundering, corruption, and other financial crimes. She mentioned that the law was initially strict but has since been relaxed with as yet no penalties for non-compliance. She suggested that before acting we should wait until the government establishes clearer guidelines.
- h. Conditions permitting, the Board recommends field cutting in spring and late fall.
- i. Nancy will follow up on the contract with Micah's Property Maintenance.
- j. Nancy has begun work on next year's budget.
- k. Lastly, the renewal of the property management contract was mentioned, with no changes.

VIII. Committee Reports

- a. **The Color Committee** (Annie Hoyer)
 - i. The committee met to discuss painting policies. The information is now available on the website: <https://thehighlandcolony.com/paint>
 - ii. **The Color Committee's** work was reviewed, with a focus on creating a color palette for the clubhouse and allowing owners to choose their door colors. Owners are reminded of Article 6-104 of our Declaration: *[No owner shall, without first satisfying the requirements regarding repair or other work set forth in Article 5 above, and, in addition, obtaining the written consent of the Board;] Paint or decorate any portion of the exterior of*



the Building or any other structure in The Condominium or any Common Area therein.

b. **Bylaws Committee** (Fitzpatrick)

- i. Larry Gooch, Steve Kelly, and Kate Coupe have agreed to continue collaborating on fine-tuning and recommendations.

IX. Old Business

a. **Fireplace Inspections:**

Our insurance agent has told us that we are overdue for our required “Level 1” and “Level 2” chimney inspections. If action is required owners will contract the service they want to employ for this work. Owners will send LCMG the receipt as proof that action was taken. (**Attachment D**, pp. 10-11)

b. **Winter Plowing Procedures:**

Winter plowing procedures have been established and communicated to all owners. **Do not touch the wooden stakes or talk to Micah about any special requests regarding plowing.** This is an ongoing source of irritation to him. Owners are reminded **not** to make direct requests of any of our contractors. These requests cause confusion and on occasion have caused added expense. Instead, communicate your concerns or requests through Nancy Ehlers.

c. **Clothes Dryer Vents:**

Our insurance has advised us that dryer vents and ducts may need attention. All plastic or vinyl ductwork associated with the dryer vents must be replaced with metal ductwork. Members will be responsible for having their dryer vents cleaned and inspected, and for replacing non-metal ductwork if necessary. The board will look for contractors who can do this and investigate the possibility of a group rate. We will forward the list of contractors recommended for this work. There is no specific timeline for having this done, but the board expressed a desire to have the work done before our annual meeting in June.

d. **Rules & Regulations:**

Director Annie Hoyer’s revision of the Rules & Regulations has been approved and is now posted to the Website:

<https://thehighlandcolony.com/rules-%26-regulations> The revised Rules and Regulations will be put to a vote at the annual meeting in June. The Board agreed to determine a method of communicating the Rules & Regulations to owners.

e. **Insurance:**

We have posted to the website important Information for owners regarding insurance recommendations. The direct link is

<https://thehighlandcolony.com/insurance> Owners are reminded of the new deductible of \$25,000 in our insurance policy and that they would want to communicate this to their insurance agent. (**Attachment D**, pp. 10-11)



f. Tree Work:

Aerial Tree work is nearing completion of the tree cutting and trimming project. (**Attachment E: Vote on Tree Felling Project, p. 12**)

g. Pool and Tennis Court

- a. The pool is closed for the season. It is too difficult to swim when the water is hard on top.
- b. Closing of the tennis court and care of the net has been given to those association members who use the court. The Board and Nancy agreed that the Tennis Court net will be the responsibility of members who will take it down and store it in the Clubhouse when they decide the season is over.

X. New Business:

a. Renewal of the Property Maintenance contract.

We await the contract for review.

- b. **Grounds Maintenance Contract:** The Board has asked Nancy Ehlers to continue our contract for grounds maintenance with Micah's Property Maintenance.

**XI. Required Tenant Lease Agreement Proposal
(Attachment E: Lease/Rental Agreement.).**

Motion: All unit owners who rent their units must use the lease approved by the association's board of directors. The lease is provided as a template; specific clauses or monetary amounts may be changed or deleted. For example, owners who wish not to allow pets may change that clause as they find appropriate. However, the clauses marked in green are required and may not be changed.

In favor: 5. Opposed: 0

There was discussion about the "Pet" clause in the lease. Some were in favor of not allowing renters to have pets at all. However, there was an impassioned plea that the association does not make a blanket rule regarding renters and pets. The matter is still up for discussion. A Board member will be happy to assist you with the Lease/Rental Agreement template.



XII. Announcements:

The next meeting of the Board of Directors is scheduled for March 17, 2025, 10:00AM. Location to be announced.

XIII. Adjournment

Motion to adjourn made and seconded. The meeting adjourned at noon.

Special thanks to Cindy White for her assistance with these minutes.



Attachment A: Profit & Loss Detail 9/1 – 11/12, 2024 [Page 1 of 2]

8:59 AM

11/12/24

Accrual Basis

Highland Colony Homeowners Association

Profit & Loss Detail

September 1 through November 12, 2024

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Expense								
5000 · Management Fees								
General Journal	09/01/2024	Mgmt ...				1400 · Other A...	1,375.00	1,375.00
Bill	10/01/2024	6253	LCMG, LLC	FY 24/25 - 10/...		20000 · Accou...	1,375.00	2,750.00
General Journal	11/01/2024	Mgmt ...				1400 · Other A...	1,375.00	4,125.00
Total 5000 · Management Fees							4,125.00	4,125.00
5050 · Insurance								
Bill	09/20/2024	BP110...	Vermont Mutual Insu...	Policy BP110...		20000 · Accou...	1,694.90	1,694.90
Bill	10/28/2024	BP110...	Vermont Mutual Insu...	Policy BP110...		20000 · Accou...	1,694.90	3,389.80
Total 5050 · Insurance							3,389.80	3,389.80
5200 · Trash Removal								
Bill	09/01/2024	35061	Todd Randlett Truck...	Weekly Trash...		20000 · Accou...	225.00	225.00
Bill	10/01/2024	35559	Todd Randlett Truck...	Weekly Trash...		20000 · Accou...	225.00	450.00
Total 5200 · Trash Removal							450.00	450.00
5250 · Electricity								
Bill	09/26/2024	09242...	NH COOP - PUMP ...	Highland Links ...		20000 · Accou...	35.83	35.83
Bill	09/26/2024	09242...	NH COOP - PUMP ...	Highland Links ...		20000 · Accou...	35.64	71.47
Bill	09/26/2024	09242...	NH COOP - WELL 8...	Highland Links ...		20000 · Accou...	147.45	218.92
Bill	09/26/2024	09242...	NH COOP - MT PR...	Highland Links ...		20000 · Accou...	171.31	390.23
Bill	10/29/2024	10222...	NH COOP - PUMP ...	Highland Links ...		20000 · Accou...	35.50	425.73
Bill	10/29/2024	10222...	NH COOP - PUMP ...	Highland Links ...		20000 · Accou...	35.66	461.39
Bill	10/29/2024	10222...	NH COOP - WELL 8...	Highland Links ...		20000 · Accou...	145.60	606.99
Bill	10/29/2024	10222...	NH COOP - MT PR...	Highland Links ...		20000 · Accou...	38.17	645.16
Total 5250 · Electricity							645.16	645.16
5300 · Maintenance								
5311 · Brush Removal								
Bill	09/01/2024	7511	Micah's Property Ma...	August 24 - M...		20000 · Accou...	2,200.00	2,200.00
Total 5311 · Brush Removal							2,200.00	2,200.00
5520 · Siding/Deck Repair & Painting								
Bill	09/14/2024	18-354	Ogden Construction	G. Pittman - ...		20000 · Accou...	473.22	473.22
Bill	09/16/2024	00001...	Mad River Painting	Rot repair car...		20000 · Accou...	150.00	623.22
Bill	09/18/2024	00001...	Mad River Painting	Rot repair car...		20000 · Accou...	150.00	773.22
Total 5520 · Siding/Deck Repair & Painting							773.22	773.22
5528 · Clubhouse Maintenance								
Bill	09/30/2024	6282	LCMG, LLC	9/24 meet gar...		20000 · Accou...	40.00	40.00
Total 5528 · Clubhouse Maintenance							40.00	40.00
Total 5300 · Maintenance							3,013.22	3,013.22
5700 · Lawn Care (Contract)								
Bill	09/01/2024	7511	Micah's Property Ma...	August 24 - M...		20000 · Accou...	3,750.00	3,750.00
Bill	10/01/2024	7549	Micah's Property Ma...	September 24...		20000 · Accou...	3,750.00	7,500.00
Bill	11/01/2024	7599	Micah's Property Ma...	October 24 - ...		20000 · Accou...	3,750.00	11,250.00
Total 5700 · Lawn Care (Contract)							11,250.00	11,250.00
6200 · Open Common Area Maintenance								
6205 · Open Natural Area Maintenance								
Bill	10/12/2024	Fall 20...	Robert Coursey	Highland Colo...		20000 · Accou...	750.00	750.00
Total 6205 · Open Natural Area Maintenance							750.00	750.00
Total 6200 · Open Common Area Maintenance							750.00	750.00
6300 · Pool Operations								
6305 · Pool Daily Maintenance								
Bill	09/30/2024	6282	LCMG, LLC	9/1 - 9/15		20000 · Accou...	600.00	600.00
Total 6305 · Pool Daily Maintenance							600.00	600.00
6310 · Pool Open/Close								
Bill	09/18/2024	PoolCl...	Mitchells Pool Reno...	Pool Opening		20000 · Accou...	650.00	650.00
Bill	09/30/2024	6282	LCMG, LLC	9/18 take out ...		20000 · Accou...	110.00	760.00
Total 6310 · Pool Open/Close							760.00	760.00
Total 6300 · Pool Operations							1,360.00	1,360.00



Attachment A: Profit & Loss Detail 9/1 – 11/12, 2024 continued [Page 2 of 2]

8:59 AM

11/12/24

Accrual Basis

Highland Colony Homeowners Association

Profit & Loss Detail

September 1 through November 12, 2024

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
6400 · Water System								
6410 · Water Testing								
Bill	09/17/2024	202875	NH Public Health La...	Lab ID's B407...		20000 · Accou...	150.00	150.00
Bill	09/19/2024	653	Mom & Pop Propert...	Water System...		20000 · Accou...	800.00	950.00
Bill	10/14/2024	203441	NH Public Health La...	Lab ID's B407...		20000 · Accou...	15.00	965.00
Total 6410 · Water Testing							965.00	965.00
Total 6400 · Water System							965.00	965.00
8000 · Reserves								
8015 · Rot Repair								
Bill	09/14/2024	18-355	Ogden Construction	Troon Unit 3-...		20000 · Accou...	4,511.53	4,511.53
Total 8015 · Rot Repair							4,511.53	4,511.53
8030 · Painting								
Bill	09/16/2024	00001...	Mad River Painting	Pressure Was...		20000 · Accou...	1,545.00	1,545.00
Bill	09/16/2024	00001...	Mad River Painting	Exterior prep ...		20000 · Accou...	9,950.00	11,495.00
Bill	09/18/2024	00001...	Mad River Painting	Pressure Was...		20000 · Accou...	1,248.00	12,743.00
Bill	09/18/2024	00001...	Mad River Painting	Exterior prep ...		20000 · Accou...	6,240.00	18,983.00
Bill	09/18/2024	00001...	Mad River Painting	Pressure Was...		20000 · Accou...	1,248.00	20,231.00
Bill	09/18/2024	00001...	Mad River Painting	Exterior prep ...		20000 · Accou...	4,992.00	25,223.00
Total 8030 · Painting							25,223.00	25,223.00
8040 · Roof Replacement								
Invoice	09/14/2024	298	Pitman, Gregg	Window Sill R...		11000 · Accou...	-473.22	-473.22
Total 8040 · Roof Replacement							-473.22	-473.22
Total 8000 · Reserves							29,261.31	29,261.31
Total Expense							55,209.49	55,209.49
Net Income							-55,209.49	-55,209.49



Attachment B: Profit & Loss Budget Performance, July-November 2024

Highland Colony Homeowners Association Profit & Loss Budget Performance July through November 2024					
	Jul - Nov 24	Budget	Jul - Nov 24	YTD Budget	Annual Budget
Income					
4010 - Dues Assessment Income	140,295.00	140,295.00	140,295.00	140,295.00	280,590.00
4510 - CD/MMA Interest Income	2,271.14	1,458.33	2,271.14	1,458.33	3,500.00
Total Income	142,566.14	141,753.33	142,566.14	141,753.33	284,090.00
Gross Profit	142,566.14	141,753.33	142,566.14	141,753.33	284,090.00
Expense					
5000 - Management Fees	6,875.00	6,875.00	6,875.00	6,875.00	16,500.00
5050 - Insurance	7,454.60	7,500.00	7,454.60	7,500.00	18,000.00
5100 - Snow Removal	3,750.00	3,750.00	3,750.00	3,750.00	22,500.00
5150 - Painting	312.87	8,000.00	312.87	8,000.00	8,000.00
5200 - Trash Removal	1,210.00	1,250.00	1,210.00	1,250.00	3,000.00
5250 - Electricity	1,753.95	2,083.33	1,753.95	2,083.33	5,000.00
5300 - Maintenance					
5305 - Contract Grounds	0.00	0.00	0.00	0.00	0.00
5307 - Grounds Clean-up	100.00	5,000.00	100.00	5,000.00	5,000.00
5311 - Brush Removal	2,200.00		2,200.00		
5315 - Snow Ramps and Sand Barrels	510.00		510.00		
5512 - Pool Fence Repair	463.99		463.99		
5520 - Sliding/Deck Repair & Painting	843.86	0.00	843.86		
5528 - Clubhouse Maintenance	2,148.22		2,148.22	0.00	0.00
5573 - Septic Pumping & Repairs	4,518.75	5,000.00	4,518.75	5,000.00	5,000.00
5300 - Maintenance - Other	0.00	4,766.67	0.00	4,766.67	11,440.00
Total 5300 - Maintenance	10,784.82	14,766.67	10,784.82	14,766.67	21,440.00
5700 - Lawn Care (Contract)	15,000.00	15,000.00	15,000.00	15,000.00	22,500.00
6200 - Open Common Area Maintenance					
6205 - Open Natural Area Maintenance	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
6200 - Open Common Area Maintenance - Other	0.00	0.00	0.00	0.00	0.00
Total 6200 - Open Common Area Maintenance	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
6300 - Pool Operations					
6305 - Pool Daily Maintenance	3,080.00		3,080.00		
6310 - Pool Open/Close	890.00		890.00		
6320 - Pool Repair	1,488.64		1,488.64		
6300 - Pool Operations - Other	0.00	2,916.67	0.00	2,916.67	7,000.00
Total 6300 - Pool Operations	5,458.64	2,916.67	5,458.64	2,916.67	7,000.00
6400 - Water System					
6410 - Water Testing	980.00		980.00		
6400 - Water System - Other	0.00	2,291.67	0.00	2,291.67	5,500.00
Total 6400 - Water System	980.00	2,291.67	980.00	2,291.67	5,500.00
7500 - Miscellaneous					
7550 - Reserve Allocation/Contribution	0.00	75,000.00	0.00	75,000.00	150,000.00
7500 - Miscellaneous - Other	37.51	166.67	37.51	166.67	400.00
Total 7500 - Miscellaneous	37.51	75,166.67	37.51	75,166.67	150,400.00
7600 - Administration and Taxes					
7650 - Legal and Professional	112.50	833.33	112.50	833.33	2,000.00
7600 - Administration and Taxes - Other	0.00	208.33	0.00	208.33	500.00
Total 7600 - Administration and Taxes	112.50	1,041.66	112.50	1,041.66	2,500.00
7700 - Website Hosting	0.00	250.00	0.00	250.00	250.00
8000 - Reserves					
8015 - Rot Repair	32,559.29		32,559.29		
8030 - Painting	25,223.00		25,223.00		
8040 - Roof Replacement	42,306.78		42,306.78		
Total 8000 - Reserves	100,089.07		100,089.07		
Total Expense	155,318.96	142,391.67	155,318.96	142,391.67	284,090.00
Net Income	-12,752.82	-638.34	-12,752.82	-638.34	0.00



Attachment C: Balance Sheet as of November 30, 2024

8:36 AM
12/16/24
Accrual Basis

Highland Colony Homeowners Association	
Balance Sheet	
As of November 30, 2024	
	Nov 30, 24
ASSETS	
Current Assets	
Checking/Savings	
1000 · BNH - Cash - Operating Account	26,754.75
1120 · BNH - Cash - CD Account	75,700.87
Total Checking/Savings	102,455.62
Accounts Receivable	
11000 · Accounts Receivable	-583.56
Total Accounts Receivable	-583.56
Other Current Assets	
1400 · Other Assets	1,375.00
Total Other Current Assets	1,375.00
Total Current Assets	103,247.06
TOTAL ASSETS	103,247.06
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	1,226.44
Total Accounts Payable	1,226.44
Total Current Liabilities	1,226.44
Total Liabilities	1,226.44
Equity	
3200 · Current Year Income/Loss	4,582.34
3910 · Retained Earnings	110,191.10
Net Income	-12,752.82
Total Equity	102,020.62
TOTAL LIABILITIES & EQUITY	103,247.06



Attachment D: Important Reminders from President Newell-Coupe

Friday, December 6, 2024

Dear Highland Colony Homeowner Association,

At our last Board meeting, we identified several things we think would be useful for you to be aware of or reminded of.

Website: We have created a new website that is more phone-friendly. Please let us know if there is more information you would like to see made available. We hope you will bookmark the new site.

The new address is <https://www.thehighlandcolony.com>

You will find the FAQ link at the top of the page particularly useful.

Use the SEARCH option to search all the pages on our website. If you do not find what you are looking for, do not hesitate to contact our secretary.

Modification, Maintenance, and Amenity Reservations: You'll find new forms on the website. Click MENU at the top of the page and select Reservations, Modification Application, or Maintenance Request. These forms are immediately forwarded to the Managing Agent or to the Board members when you SUBMIT the form.

Winter Plowing Procedures: By now you should have received information regarding our winter parking policy. Please be sure your tenants are aware of the policy. Contact me if you have questions.

Fireplace Inspections: Our insurance requires regular chimney inspections by NFPA (National Fire Protection Association) certified inspectors. We need to provide proof that all our members who use fireplaces (whether using wood, gas insert, or other types of fuel) have their chimneys inspected annually. Insurance requires Level 1 (every year) and Level 2 (every three years) inspections.

A policy will be forthcoming. We anticipate asking you to provide a receipt showing you have had your chimney inspected by the time of our Annual Meeting in June. If there is no proof provided, our insurance will not cover the damage. Know that if a fire occurs you may be responsible for your unit or your neighbor's.

From the NFPA 211 Standard for Chimneys... (2024): "15.1 Level I Inspections-Inspections shall be conducted by a qualified agency.[...] 15.3.2 Scope and Access-Level I inspections shall include accessible portions of the connected appliance and chimney connection.[...] 15.3.4 Level II Inspections. A Level II inspection is indicated when verification of the suitability of the chimney for new or changed conditions of service is needed or when a Level I inspection is not sufficient to determine the serviceability of the chimney." A policy will be forthcoming. We anticipate asking you to provide a receipt showing you have had your chimney inspected by the time of our Annual Meeting in June. If there is no proof provided, our insurance will not cover the damage. Know that if a fire due to chimney problems occurs you may be responsible for your unit or your neighbor's. Level 1 (visual) and Level 2 every three years.



Dryer Vents: There are approximately 15,600 structure fires, 400 injuries and 15 deaths reported annually because of dryer fires. According to USFA, every year, clothes dryer fires account for over \$100 million (USD) in property losses. Most dryer fires occur as a result of highly combustible lint getting caught in the dryer's vent and becoming heated to the point of ignition. The lint is combustible due to synthetics used in clothes. Our insurance provider would like us to show evidence that all units have replaced existing flexible hoses with the metal ducts now required by the building code.

Rules & Regulations: The updated Rules & Regulations have been posted to the website. We have been told that the Rules & Regulations, along with the Bylaws and the Declaration cannot be legally enforced without a record proving that all unit owners and their tenants have acknowledged receipt of these documents. This has recently been a problem for us as a tenant claimed never to have been made aware of the Rules & Regulations by the unit owner. Other homeowner associations handle this by notifying members of the documents by registered mail. We are still deliberating how to accomplish this and would welcome your input. Please be sure that you and your tenants are aware of these documents.

Rules & Regulations: <https://thehighlandcolony.com/rules-%26-regulations>

Bylaws and Declaration: <https://thehighlandcolony.com/condo-instruments>

Insurance: We have discovered that many homeowner associations have a clause in their Declaration or Bylaws requiring individual insurance policies that complement the master policies held by our association. We do not have such a clause, but we highly recommend the practice. Highland Colony is insured with master policies for fire, liability, and workers' compensation. Note that these do not cover the interior of your unit or any of your possessions, nor will these policies cover loss or damage to improvements you have made such as special flooring, kitchen and bathroom remodels, or other upgrades.

See this website's [Insurance page](#). We recommend downloading the "Insurance Specs 2024-25" summary and bringing it to your insurance provider. The information it contains will help you and your agent select the most appropriate insurance for your personal needs and avoid duplicating any of the Association's policy's coverage.

Paint Colors: The officially approved colors for the exterior of our buildings will be found at <https://thehighlandcolony.com/paint> Or search Paint from the SEARCH box. The Association is responsible for painting our buildings, and the colors are provided for your information only.

Thank you for taking the time to review this important information.

Sincerely,

Kate



Attachment E: Vote on Tree Felling Project



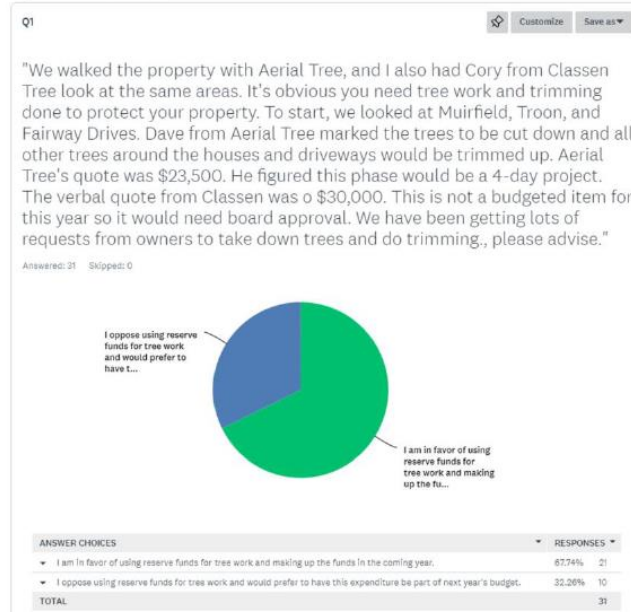
Thursday, October 3, 2024

Greetings Highland Colony Association Members,

Our bylaws limit to \$5,000 the amount of unbudgeted money the Board may expend unless, in its judgement, failure to fund an unforeseen problem would be unwise. Using an online survey, the Board sought guidance from the membership regarding the use of reserves for a \$23,500 tree cutting and trimming project recommended by our Managing Agent in her report at our September 16, 2024 quarterly meeting. The money is to be restored to the reserve fund in the coming year. We received responses from 30^{1,2} of our 34 unit-owners. The survey is now closed, and the expenditure is approved.

	In Favor	Opposed	Not Voting
Votes	20	10	4
% of Votes	66.6%	33.3%	
% of Owners	58.8%	29.4%	11.8%

Page 1: Tree Work Authorization



Thank you for your input.

Sincerely,
Highland Colony Board of Directors

¹ Two votes were received from one unit; one was deleted. The votes were the same, so the deletion didn't affect the outcome.

² Votes were received from units: 1, 2, 3, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34.



Attachment F: Lease/Rental Agreement Proposal

(For convenience, a WORD version of this lease template is available on the website.)

Lease/Rental Agreement for Highland Colony

THIS LEASE (the “Lease”) dated this _____ day of _____.

BETWEEN

Unit Owner (The Landlord)

-AND-

The Tenant

(individually the “Party” and collectively the “Parties”)

In consideration of the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

LEASED PROPERTY

The Landlord agrees to rent to the Tenant. The condominium unit, municipally described as The Highland Colony, Holderness, NH 03245, Unit Number: _____,

Street _____ Number _____, (the “Property”), for use as residential premises only.

Subject to the provisions of this Lease, apart from the Tenant, no other person will live in the Property without the prior written permission of the Landlord, except their partner and no more than two immediate family members. Inclusion of this clause is required by the Highland Colony Homeowner Association.¹

No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.

No animals are allowed to be kept in or about the Property without the revocable, written permission of the Landlord and the Board of Directors. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Subject to the provisions of this Lease, the Tenant is entitled to the use of two specified parking locations.

¹ Text in green is required.



The Tenant and members of the Tenants household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property. Inclusion of this clause is required by the Highland Colony Homeowner Association.

The Tenant and members of the Tenants household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property. Inclusion of this clause is required by the Highland Colony Homeowner Association.

TERM

The term of the Lease is a periodic tenancy of not less than 90 days commencing at 12:00 noon on (M/D/YR) _____ and continuing on a month-to-month basis until the Landlord, the Tenant, or the Highland Colony Board of Directors terminates the tenancy. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Any notice to terminate this tendency must comply with the applicable legislation of the State of New Hampshire (the “Act”).

RENT

Subject to the provisions of this Lease, the rent for the Property is \$_____ per month (the “Rent”).

The Tenant will pay the Rent monthly on or before the 15th day of each and every month of the term of this Lease to the Landlord at unit owner’s address, or at such other place as the Landlord may later designate by cash, check, or direct debit from a bank or other financial institution.

The Landlord may increase the Rent for the Property upon providing the Tenant such notice as required by the Act.

The Tenant will be charged an additional amount of \$25 per infraction for any Rent that is received after the greater of seven days after the due date and any mandatory grace period required under the Act, if any.

SECURITY DEPOSIT

On execution of this Lease, the Tenant will pay the Landlord a security deposit, of one month’s Rent (the “Security Deposit”).

The Landlord will hold the security deposit in an interest-bearing account solely devoted to security deposits.

During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the security deposit for any or all of the following.:

- repair of walls due to plugs, large nails, or any unreasonable number of holes in the walls, including the repainting of such damaged walls.
- repainting required to repair the results of any other improper use or excessive damage by the Tenant.
- unplugging toilets, sinks., and drains.
- replacing damaged or missing doors, windows, screens, mirrors, or light fixtures.
- repairing cuts, burns, or water damage to linoleum, rugs, or other areas.
- any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for.
- the cost of extermination where the Tenant or the Tenants guests have brought or allowed insects into the Property or building.



- Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls.
- replacement of locks and or lost keys to the Property and any administrative fees associated with the replacement because of the Tenant's misplacement of the keys; and
- any other purpose allowed under the Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

The Tenant may not use the security deposit as payment for the Rent.

The Landlord will return the security deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear, for any deduction prohibited by the Act.

Within the time period required by the Act and after the termination of this tenancy, the Landlord will deliver or mail the security less any proper deductions or with further demand for payment to: _____, or such other place as the Tenant may advise.

PETS AND PET DEPOSIT

Upon the execution of this Lease, the Tenant will pay the Landlord a pet deposit of \$200. (the "Pet Deposit").

The Landlord will return the pet deposit at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear, nor for any deduction prohibited by the Act, if any.

During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the pet deposit for any or all of the following:

- Damage or losses suffered to the Property or surrounding property caused by any pets owned by the Tenant or allowed on the Property by the Tenant; and
- Damage or losses suffered to the Property or surrounding property due to flea infestation caused by any pets owned by the Tenant or allowed on the property by the Tenant, including, but not limited to, the cost to professionally clean the Property with de-infestation cleaner at the end of the tenancy.
- Any other purpose allowed under the Lease or the Act.

The Tenant may not use the pet deposit as payment for the Rent.

Within the time period required by the Act after the termination of this tenancy, the Landlord will deliver or mail the pet deposit less any proper deductions or with further demand for payment to.: _____, or such other place as the Tenant may advise.

INSPECTIONS

The Party or Parties will complete, sign, and date an inspection report at the beginning and at the end of the tenancy.

At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective Tenants or purchasers in compliance with the Act.

TENANT IMPROVEMENTS



The Tenant will obtain written permission from the Landlord before doing any of the following:

- applying adhesive materials or inserting nails or hooks in the walls or ceilings other than two small picture hooks per wall.
- painting, wallpapering, redecorating, or in any way significantly altering the appearance of the Property.
- removing or adding walls or performing any structural alterations.
- Installing a waterbed(s).
- changing the amount of heat or power normally used on the Property, as well as installing additional electrical wiring or heating units.
- placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property, any placard, notice, or sign for advertising or any other purpose; or
- affixing to or erecting upon or near the Property any radio or TV antenna or tower.

UTILITIES AND OTHER CHARGES

The Tenant is responsible for the payment of all utilities in relation to the Property.

INSURANCE

The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

The Tenant is not responsible for ensuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

The Tenant is not responsible for ensuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.

ATTORNEY FEES

In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful party's attorney fees.

GOVERNING LAW

This Lease will be construed in accordance with and exclusively governed by the laws of the State of New Hampshire.

SEVERABILITY

If there is a conflict between any provision of this Lease and the Act, the Act will prevail, and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such provisions remain in full force and effect.

AMENDMENT OF LEASE

This Lease may only be amended or modified by a written document executed by the Parties.

ASSIGNMENT AND SUBLETTING



The Tenant will not assign this Lease, or sublet, or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate the Lease. Inclusion of this clause is required by the Highland Colony Homeowner Association.

RULES AND REGULATIONS

Tenants are required to follow the Rules and Regulations <https://thehighlandcolony.com/rules-%26-regulations> for all Highland Colony residents. The Highland Colony Board of Directors has the right to terminate any Lease for violations of these Rules and Regulations, the Condominium Declaration, the Condominium Bylaws, or any of the stipulations of the NH RSA 356-B The Condominium Act. Inclusion of this clause is required by the Highland Colony Homeowner Association.

DAMAGE TO PROPERTY

If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

MAINTENANCE

The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100 per incident, not due to the Tenant's misuse, waste, or neglect or that of the Tenants employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

In particular, the Tenant will keep the fixtures in the Property in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electrical and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's, employees, family, agent, or visitor. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Where the Property has its own sidewalk, entrance, driveway, or parking spaces which are for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway, or parking spaces clean, and free of objectionable material including dirt, debris, snow, and ice.

Where the Property has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut, and otherwise maintain the garden or grass area in a reasonable condition, including any trees or shrubs therein. Inclusion of this clause is required by the Highland Colony Homeowner Association.

CARE AND USE OF PROPERTY

The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

The Tenant will not engage in any illegal trade or activity on or about the Property.

The Parties will comply with standards of health, sanitation, fire, housing, and safety as required by law.

The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the



Tenant. The Landlord will promptly respond to any such written notices from the Tenant. Inclusion of this clause is required by the Highland Colony Homeowner Association.

If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord and the Condominium's Managing Agent will be notified in advance as to the name, address, and phone number of the person doing the inspections.

At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted. Inclusion of this clause is required by the Highland Colony Homeowner Association.

ADDRESS FOR NOTICE

For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

Name: _____

Phone Number: _____

Email Address: _____

For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlords address for notice is:

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

For any urgent matter relating to this tenancy when the Tenant is unable to reach the

Landlord, the Tenant will contact the Highland Colony Condominium Association's Managing Agent, Nancy Ehlers, of the Lincoln Condominium Management Group, LLC at (603-381-7051 cell) nehlrs@aol.com

GENERAL PROVISIONS

All monetary amounts stated or referred to in this Lease are based in the United States dollar.

Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under the Lease in respect of any subsequent defaults, breaches, or non-performance, and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All condominium covenants are to be construed as conditions of this Lease.

All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional Rent and will be recovered by the Landlord as rental arrears.



Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease. Inclusion of this clause is required by the Highland Colony Homeowner Association.

Locks may not be added or changed without the prior written agreement of all parties, and unless the changes are made in compliance with the Act.

The Tenant will be charged an additional amount of \$25 for each N. S. F. check or checks returned by the Tenant's financial institution.

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

This Lease may be executed in counterparts, i.e., one copy signed by all parties may be photocopied. Facsimile signatures are binding and are considered to be original signatures.

This Lease constitutes the entire agreement between the Parties.

During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual for sale or for rent or a vacancy sign on the Property.

Time is of the essence in this Lease.

In witness whereof the Tenant, _____ and the Unit Owner (Landlord) have duly affixed their signatures on this _____ day of _____, _____.

Landlord

Tenant

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, _____.

Tenant

The Board of Directors of the Highland Colony Homeowner Association acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, _____.

Board Member
