



THE QUARTERLY MEETING of The Highland Colony Homeowner Association Board of Directors was held on September 18, 2024, at the Association's Clubhouse.

PRESENT:

Directors: Kate Coupe, President; Steve Kelly, Treasurer (excused); Robert Fitzpatrick, Secretary; Annie Hoyer, Director ; Cindy White, Director

MANAGEMENT: Nancy Ehlers, Managing Agent, LCMG, LLC.; John Carpenter, C.P.A., LCMG, LLC.

MEMBERS: Olivia Saunders, Gregg Pitman, Jan Panagoulis, Kathy Boyle, Ron Snyder, Bob Tuveson, Kathy Boyle

APPROVAL OF THE MINUTES OF THIS MEETING:

The BOD reviewed these minutes on September 23, 2024. Hearing no corrections, President Coupe declared these minutes of the September 18, 2024 quarterly meeting of the BOD approved.

I. CALL TO ORDER:

President Coupe called the meeting to order at 10:05AM

II. APPROVAL OF THE MINUTES:

- i. Board members reviewed the minutes of the July 10 BOD Organizational Meeting August 14 via email [as authorized by RSA 356-B:37, and in accordance with Roberts Rules of Order Newly Revised, 48:12]. There being no corrections, President Coupe declared the minutes approved.*
- ii. Board members along with two Association Members reviewed the minutes of the 33rd Highland Colony Annual Homeowner Association Meeting at the July 10 BOD Organizational Meeting. With the correction of minor scrivener's errors, President Coupe declared the minutes approved.*
- iii. Approved minutes may be found on the HC Website (<https://www.thehighlandcolony.com>) at <https://thehighlandcolony.com/meeting-minutes>*

III. REMINDER OF MEETING DATES AND TIMES

The quarterly meetings for the Board of Directors, subject to change, will be on the third Monday of September, December, and March. Time and place to be announced. The agenda will be sent the Monday before.

1. September 16, 2024
2. December 16, 2024



3. March 17, 2025

The Annual Meeting will be held on the third Saturday of June at 10:00am in the Clubhouse. The agenda to be sent at least 21 days before.:

4. June 21, 2025

5. June 20, 2026

There will be an Organization Meeting for the Board and any newly elected officers within 30 days of the Annual Meeting.

IV. PRESIDENT'S REPORT: KATE COUPE

Kate presented a plan regarding winter plowing procedures. The group favored developing a plan providing specific instructions specific for each of the streets in the condominium. The Board agreed to a plan of (personally notifying?) all unit owners.

The Board agreed to conduct a walk-through with Micah and provide printed plans of expectations that will give specific instructions for him to share with the snowplow drivers. The group also favored recommending staking areas in consultation with Micah.

The Board discussed notifying all members of the need to officially acknowledge the receipt of the condominium association's instruments, *i.e.*: Declaration, By-Laws, Rules and Regulations. The Board stressed the importance of this notification practice due to recent problems with renters; it is especially important that unit owners provide proof that their tenants have seen and signed off on these rules. A written plan needs to be developed.

V. TREASURER'S REPORT: STEVE KELLY

Treasurer Kelly was excused from this meeting. John Carpenter stepped in to give the Treasure's Report as well as his own financial report.

At Steve Kelly's request, John Carpenter is providing itemized lists of all association expenditures.

While there have been many requests for a method of paying dues electronically, this is not yet practical. It has been suggested that members can have an automatic payment set up through their banks authorizing the deduction from your personal account of an amount you specify to be drawn from your personal account.

Although there are many differences among how banks handle this, the typical process follows these steps:

1. Enrolling in your bank's online banking function.
2. Going to "bill pay"
3. Adding "The Highland Colony Condominium Association" as a payee.
4. When prompted, providing the address of our association:
 - o The Highland Colony Condominium Association



- PO BOX 400
Plymouth, New Hampshire 03264
 - Add phone number
- 5. **Choosing when payments should be made** You should have the option of automatic quarterly payments in an amount you specify, or to authorize.

A Credit Card for the Association: This proposal was not agreed to by all of the Board or Management who together persuaded the group not to pursue this.

A reminder that our insurance policy needs to be renewed in April 2025. Board approval needs to be an agenda item on the March Board of Directors meeting agenda.

The board discussed a quote for tree maintenance in the amount of \$23,500. Since this exceeded the Board's \$5,000 financial limitation for spending money not previously earmarked in the current budget, such a budget authorization would require a vote of approval by the entire association membership. An electronic vote was proposed. A statement of this request, in wording as it should appear on the ballot, is expected to be forthcoming.

VI. FINANCIAL REPORT: JOHN CARPENTER

John announced there have been no financial surprises since his last report. John explained the bookkeeping practice that the "Balance" should remain close to zero. It does not indicate a deficit.

John explained that we collect dues quarterly but the expenses occur mostly during two summer months. Cash flow concerns influenced the decision to encourage payment earlier than usual. He suggested we encourage members to pay larger amounts of their dues earlier than usual to allow more maintenance activity during this time. He suggested we reiterate this need at the next annual meeting. This year might require taking money from our CD to be replaced over the course of the year.

In any event, whether paying early or in the usual quarterly installments, payment is due on the first day of March, June, September, and December.

- a. **ATTACHMENT A: PROFIT & LOSS DETAILS, JULY 2024-JUNE 2025**
- b. **ATTACHMENT B: PROFIT & LOSS BUDGET PERFORMANCE, JULY-AUGUST 2024**

VII. SECRETARY'S REPORT: ROBERT FITZPATRICK

- a. New website. <https://www.thehighlandcolony.com> Fitzpatrick mentioned that there are no pages on the website that are not accessible by members. However, some functions, such as reserving the clubhouse, require that you create an account. Select "My Account" from the website's menu email



address and a password of your own choosing.. Simply create your own account and password following the prompts for name, email address, phone number, and then create a password of your own choosing..

- b. New option to make reservations on the website. This feature includes automatic recognition of your reservations and automatic email reminders. This needs to be communicated to owners.
- c. We will be creating a new webpage to maintain records and actions on requests made to the Board by Association Members. To facilitate this, we'll be experimenting with a new updatable form that will be available on the website.

VIII. MANAGING AGENT'S REPORT: NANCY EHLERS

September 16, 2024

Roofs

This year Jasmor Properties completed 4 more roofs on units 31-14, 31-15, 3-20 and 3-21. These were completed in August.

Painting

This summer Leah Lawry and her crew are back on-site painting again. They have completed 13 Muirfield units 22 and 23. They are now working on 5 Springer and when completed they will move to 8 Highland. The owner of 8 Highland requested a color change so that will have to be addressed and approved by the Board before we can move forward on that unit. We have not been authorized to change paint colors. There would also be an additional expense for a color change since it would need an additional coat.

Tree Cutting

We walked the property with Aerial Tree, and I also had Cory from Classen Tree look at the same areas. It's obvious you need tree work and trimming done to protect your property. To start, we looked at Muirfield, Troon and Fairway drives. Dave from Ariel Tree marked the trees to be cut down and all other trees around the houses and driveways would be trimmed up. Aerial Tree's quote was \$23,500. He figured this phase would be a 4-day project. The verbal quote from Classen was over \$30,000. This is not a budgeted item for this year so it would need Board approval. We have been getting lots of requests from owners to take down trees and do trimming, so please advise.

Brush Dump/Storage Area

Micah's quote to clean out the dump area was approved for \$2200. That job was completed. He was hired to remove all the debris, and it was all hauled away to a dump offsite. He also gave us a quote to help dry out the area He suggested bringing in stone to be packed down with a machine and leveled out. That quote was \$1200. He would also give us a quote for piping to run back to the swampy area if you feel that is needed.



Tennis Court Trimming

We did start to trim this area. Chris spent some time cutting the brush away from the fence. There are 2-3 larger trees leaning towards the fence that we planned to have cut if the tree cutting project is approved.

Landscaping Contract

As requested, I asked 3 Lakes Landscaping and Clements Nursery to provide quotes. Clements does not have the staff. Colby from 3 Lakes provided a quote of \$44,400 for summer services, and \$35,000 for winter plowing services. This is much higher than what you are currently paying. Please advise.

Field Mowing

Bob Corsey has been hired again this summer. Please advise if you want to make any changes as discussed in the previous meeting.

Carpentry/Rot Work

We are still working on all the lists. Not all of this can be completed at once and will take several years to catch up from past neglect. James Ogden and crew has been on-site and has completed rot repairs on the following:

Fairway 13-10	Fairway 19-7	Muirfield 13-23	8 Highland
Fairway 13-11	Fairway 23-3	Muirfield 7-24	6 Highland
Fairway 19-6	Fairway 23-4	5 Springer Lane	4 Highland

There was substantial rot on Muirfield and Springer Lane and Highland. Very little Tyvek was found behind the clapboards. Lots of rot from poor trim and flashing around the units. James is repairing it with Zip System. So far, we have spent about \$28,000 in rot repairs.

Windows/Doors

Windows and doors are the owner's responsibility. A decision should be made for replacements. Our suggestion is new construction windows, not inserts. A policy will be set moving forward.

Gutters

We have some that need to be replaced, leaking, and not installed properly. They do not rehang very well, nor do they reseal properly. The average life of gutters is 15-20 years. A policy on this needs to be set. We did have Aho Gutters quote on 23-3, and 23-4. Whose expense would this be?

Management Contract



Our contract for property management expires in December at the year's end. We have invested much more time in your project than anticipated. We will try to get a new contract out next month.

Garage Door

A new automatic garage door with keypad was approved by the Board and was ordered in August. It will be installed any day.

Respectfully submitted,
Nancy Ehlers, Property Manager

- Nancy suggested the Board create maps of where to park during snowstorms to be distributed to owners.
- The Board discussed the need for deciding on color options and which buildings might be considered appropriate for color changes if the owners wish to do so. The Board agreed to select an appropriate color palette. We need to check the declaration and bylaws to be sure we are staying faithful to the agreed upon vision of the property.
- Since tree felling and pruning was not part of this year's budget, a vote of the members would be required to act. The Board agreed to pursue the issue by conducting an electronic vote of members.
- The Board commended the job Micah did removing debris from the "brush/storage" area. The Board agreed to discuss what may be dumped in the "brush/storage" area, to make a sign for the area indicating proper areas for dumping and sending a notice to the members regarding these guidelines.
- The Board authorized \$1,200 for Micah to clear the brush/storage area. The Board requested a quote for more work in this area.
- The Board favored renewing Micah's Property Maintenance as our ground's caretaker. The Board reached this decision based on the steep cost of the bids from other property maintenance companies.
- 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.
- Conditions permitting, the Board recommends field cutting in the early spring and late fall.

MOTION regarding rain gutters: President Coupe.

**Motion: Rain gutters are not included as original features of any of our buildings.
Owners are responsible for maintenance or replacement.**

The motion was seconded

In favor: 4 Opposed: 0



The Motion passed.

- The Board anticipates the receipt and consideration of a renewal of our contract with Lincoln Condominium Management Group.
- The Board agreed to maintain a master list of work orders, maintenance, and modification requests.
- The Board reiterated the Association's policy that members are responsible for the replacement and maintenance of windows, doors, garage doors, and any features that were not part of the original design for their building.
- The Board noted Nancy Ehler's recommendation that we require window replacement rather than window inserts.
- The Board agreed to send a notice to members reminding them of Insurance recommendations and requirements:
- The Board agreed to finalize a policy regarding snow plowing and parking during snowstorms and to distribute this to all owners. (See Kate's discussion)
- The Board approved the question about color change

IX. COMMITTEE REPORTS

- a. Utility bundling (Cindy White). Was not discussed. Cindy got suggestions from John Carpenter. This issue is still active.
- b. Welcoming Committee (Fitzpatrick/White) not discussed in detail beyond comments that we need to get information regarding Bylaws, Declaration, and Rules & Regulations acknowledged as having been received by owners.
- c. Bylaws Committee (Fitzpatrick)
Larry Gooch, Steve Kelly, and Kate Coupe have agreed to collaborate with the committee on fine tuning and recommendations.
- d. Field/Environmental Committee (Kathy McGill) begged off organization the committee. She recommended consideration of which months to mow and looking into getting funding for the project. She indicated there should be no expense for the project. Committee guidance is needed.

X. OLD BUSINESS

- a. Fireplace Inspections:
 - i. Cindy contacted our management company and we are working on a policy for management to have the fireplaces and chimneys inspected. The results will be reported to owners who will contract a cleaner if necessary and submit a receipt to LCMG showing that the work was done.
- b. Clothes Dryer Vents
 - i. Send members a list of approved dryer vent repairmen.
 1. Determine need for inspections.
 2. Members will be responsible for getting dryer vents cleaned and inspected and submitting the inspection receipt to the Board. If this isn't done in the next year our insurance company will require us to



have this done at the homeowner's expense. The report should be submitted at the Annual Meeting at the latest.

XI. NEW BUSINESS:

- a. Annie Hoyer on proposed revision of Rules & Regulations.

ATTACHMENT C: RULES & REGULATIONS

- The Board agreed to determine a method of communicating the Rules & Regulations to owners.

- b. \$25,000 insurance deductible.

- It was suggested that we remind owners that the new deductible of \$25,000 in our insurance policy and that they would want to communicate this to their insurance agent.

- c. Fitzpatrick on proposed lease for renters

This issue is still under discussion.

ATTACHMENT D LEASE/RENTAL AGREEMENT PROPOSAL

- c. Date for the pool closing. (weekend the week after Memorial Day to Labor Day.

XII. ANNOUNCEMENTS:

- a. Director Hoyer read this letter to be sent to members:

ATTACHMENT E: LETTER TO ASSOCIATION MEMBERS

- b. Letter regarding Copper and lead in water

This letter arrived after the meeting:

ATTACHMENT F: NOTICE FROM NHDES REGARDING LEAD AND COPPER SAMPLE RESULTS

XIII. ADJOURNMENT

MOTION TO ADJOURN:

Director Hoyer moved to adjourn.

Seconded.

The meeting adjourned at 12:07PM

Respectfully submitted, Robert Fitzpatrick, Secretary, with special thanks to Director White for her aid in keeping the minutes.



ATTACHMENT A: PROFIT & LOSS DETAILS, JULY 2024-JUNE 2025

2:04 PM

08/27/24

Accrual Basis

Highland Colony Homeowners Association

Profit & Loss Detail

July 2024 through June 2025

Date	Name	Memo	Amount	Balance
6300 · Pool Operations				
6305 · Pool Daily Maintenance				
07/31/2024	LCMG, LLC	July Pool Maintenance, tst, clean, skim, fill	1,240.00	1,240.00
	Total 6305 · Pool Daily Maintenance		1,240.00	1,240.00
6320 · Pool Repair				
07/17/2024	Ely, Hiram	Two umbrellas for pool area	79.88	79.88
07/31/2024	LCMG, LLC	Pool shed, deck and railing painting	1,408.76	1,488.64
	Total 6320 · Pool Repair		1,488.64	1,488.64
	Total 6300 · Pool Operations		2,728.64	2,728.64
6400 · Water System				
6410 · Water Testing				
07/11/2024	NH Public Health Labo...	Lab ID B404582001	15.00	15.00
	Total 6410 · Water Testing		15.00	15.00
	Total 6400 · Water System		15.00	15.00
7500 · Miscellaneous				
07/17/2024	Hoyer, Robert	Reimbursement for Dunkin Donuts for COA Annual ...	37.51	37.51
	Total 7500 · Miscellaneous		37.51	37.51
7600 · Administration and Taxes				
7650 · Legal and Professional				
07/07/2024	Seven Rivers Law Offi...	General Matters - Jason Rand matter	112.50	112.50
	Total 7650 · Legal and Professional		112.50	112.50
	Total 7600 · Administration and Taxes		112.50	112.50
8000 · Reserves				
8015 · Rot Repair				
08/08/2024	Ogden Construction	Fairway Drive Units and Muirfield corner unit Remove...	8,009.04	8,009.04
08/08/2024	Ogden Construction	13-24 Muirfield and 5 Springer Lane Remove and rep...	10,055.32	18,064.36
	Total 8015 · Rot Repair		18,064.36	18,064.36
8040 · Roof Replacement				
08/13/2024	Jasmor Properties LLC	3 Troon 20 & 21 - Roof Replacement	23,140.00	23,140.00
08/13/2024	Jasmor Properties LLC	31 Muirfield 14 & 15 - Roof Replacement	24,390.00	47,530.00
08/13/2024	Cooper, Jennifer	Fixed Skylight Replacement	-1,100.00	46,430.00
08/13/2024	Murray, Tammy	Skylight Replacement Flashing Kit	-150.00	46,280.00
08/13/2024	Beck, Paul	Fixed Skylight Replacement	-1,100.00	45,180.00
08/13/2024	Kelly, Steve	Solar Skylight Replacement	-2,400.00	42,780.00
	Total 8040 · Roof Replacement		42,780.00	42,780.00
	Total 8000 · Reserves		60,844.36	60,844.36
	Total Expense		83,529.89	83,529.89
	Net Income		-83,529.89	-83,529.89



ATTACHMENT A: CONTINUED

2:04 PM

Highland Colony Homeowners Association

Profit & Loss Detail

08/27/24

July 2024 through June 2025

Accrual Basis

Date	Name	Memo	Amount	Balance
Expense				
5000 · Management Fees				
07/01/2024	LCMG, LLC	FY 24/25 - 14 - Management Fee	1,375.00	1,375.00
08/01/2024			1,375.00	2,750.00
09/01/2024			1,375.00	4,125.00
Total 5000 · Management Fees			4,125.00	4,125.00
5050 · Insurance				
07/09/2024	Vermont Mutual Insura...	Policy BP11050909 (Installment #4 04122025)	1,694.90	1,694.90
08/13/2024	Vermont Mutual Insura...	Policy BP11050909 (Installment #3 04122024)	337.50	2,032.40
08/14/2024	Vermont Mutual Insura...	Policy BP11050909 (Installment #5 04122025)	1,694.90	3,727.30
Total 5050 · Insurance			3,727.30	3,727.30
5150 · Painting				
07/31/2024	LCMG, LLC	Paint from SW	94.38	94.38
Total 5150 · Painting			94.38	94.38
5200 · Trash Removal				
07/01/2024	Todd Randlett Truckin...	Weekly Trash Pickup - June 2024	225.00	225.00
07/31/2024	LCMG, LLC	Remove and dispose of coke machine	85.00	310.00
08/01/2024	Todd Randlett Truckin...	Weekly Trash Pickup - July 2024	225.00	535.00
Total 5200 · Trash Removal			535.00	535.00
5250 · Electricity				
07/26/2024	NH COOP - PUMP 7110	Highland Links Pump - 5171257110	35.94	35.94
07/26/2024	NH COOP - PUMP 7910	Highland Links Pump - 5171257910	35.76	71.70
07/26/2024	NH COOP - MT PROS...	Highland Links Mt Prospect Road - 5171259014	194.10	265.80
07/26/2024	NH COOP - WELL 8810	Highland Links Well - 5171258810	151.55	417.35
Total 5250 · Electricity			417.35	417.35
5300 · Maintenance				
5305 · Contract Grounds				
07/01/2024	Micah's Property Maint...	June 24 - Mow and Trim	3,750.00	3,750.00
08/01/2024	Micah's Property Maint...	July 24 - Mow and Trim	3,750.00	7,500.00
Total 5305 · Contract Grounds			7,500.00	7,500.00
5512 · Pool Fence Repair				
07/31/2024	LCMG, LLC	Repair chain link fence	440.00	440.00
07/31/2024	LCMG, LLC	Cable ties from Rands	23.99	463.99
Total 5512 · Pool Fence Repair			463.99	463.99
5520 · Siding/Deck Repair & Painting				
07/26/2024	Coupe, Sam	Paint for propane tank fencing	70.64	70.64
Total 5520 · Siding/Deck Repair & Painting			70.64	70.64
5528 · Clubhouse Maintenance				
07/26/2024	Laurent Door Systems	Remove and replace Clubhouse Garage door	2,108.22	2,108.22
Total 5528 · Clubhouse Maintenance			2,108.22	2,108.22
Total 5300 · Maintenance			10,142.85	10,142.85
6200 · Open Common Area Maintenance				
6205 · Open Natural Area Maintenance				
07/17/2024	Robert Coursey	Highland Colony - Summer 2024 Mowing	750.00	750.00
Total 6205 · Open Natural Area Maintenance			750.00	750.00
Total 6200 · Open Common Area Maintenance			750.00	750.00



ATTACHMENT B: PROFIT & LOSS BUDGET PERFORMANCE, JULY-AUGUST 2024

11:56 AM

09/11/24

Accrual Basis

**Highland Colony Homeowners Association
Profit & Loss Budget Performance
July through August 2024**

	Jul - Aug 24	Budget	Jul - Aug 24	YTD Budget	Annual Budget
Income					
4010 · Dues Assessment Income	70,147.50	70,147.50	70,147.50	70,147.50	280,590.00
4510 · CD/MMA Interest Income	1,061.09	583.33	1,061.09	583.33	3,500.00
Total Income	71,208.59	70,730.83	71,208.59	70,730.83	284,090.00
Gross Profit	71,208.59	70,730.83	71,208.59	70,730.83	284,090.00
Expense					
5000 · Management Fees	2,750.00	2,750.00	2,750.00	2,750.00	16,500.00
5050 · Insurance	3,727.30	3,000.00	3,727.30	3,000.00	18,000.00
5100 · Snow Removal	0.00	0.00	0.00	0.00	22,500.00
5150 · Painting	94.38	4,000.00	94.38	4,000.00	8,000.00
5200 · Trash Removal	535.00	500.00	535.00	500.00	3,000.00
5250 · Electricity	818.32	833.33	818.32	833.33	5,000.00
5300 · Maintenance					
5305 · Contract Grounds	0.00	0.00	0.00	0.00	0.00
5307 · Grounds Clean-up	0.00	2,000.00	0.00	2,000.00	5,000.00
5512 · Pool Fence Repair	463.99		463.99		
5520 · Siding/Deck Repair & Painting	70.64	0.00	70.64	0.00	0.00
5528 · Clubhouse Maintenance	2,108.22		2,108.22		
5573 · Septic Pumping & Repairs	0.00	2,500.00	0.00	2,500.00	5,000.00
5300 · Maintenance - Other	0.00	1,906.67	0.00	1,906.67	11,440.00
Total 5300 · Maintenance	2,642.85	6,406.67	2,642.85	6,406.67	21,440.00
5700 · Lawn Care (Contract)	7,500.00	7,500.00	7,500.00	7,500.00	22,500.00
6200 · Open Common Area Maintenance					
6205 · Open Natural Area Maintenance	750.00	750.00	750.00	750.00	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	750.00	750.00	750.00	750.00	1,500.00
6300 · Pool Operations					
6305 · Pool Daily Maintenance	1,240.00		1,240.00		
6320 · Pool Repair	1,488.64		1,488.64		
6300 · Pool Operations - Other	0.00	1,166.67	0.00	1,166.67	7,000.00
Total 6300 · Pool Operations	2,728.64	1,166.67	2,728.64	1,166.67	7,000.00
6400 · Water System					
6410 · Water Testing	15.00		15.00		
6400 · Water System - Other	0.00	916.67	0.00	916.67	5,500.00
Total 6400 · Water System	15.00	916.67	15.00	916.67	5,500.00

11:56 AM

09/11/24

Accrual Basis

**Highland Colony Homeowners Association
Profit & Loss Budget Performance
July through August 2024**

	Jul - Aug 24	Budget	Jul - Aug 24	YTD Budget	Annual Budget
7500 · Miscellaneous					
7550 · Reserve Allocation/Contribution	0.00	37,500.00	0.00	37,500.00	150,000.00
7500 · Miscellaneous - Other	37.51	66.67	37.51	66.67	400.00
Total 7500 · Miscellaneous	37.51	37,566.67	37.51	37,566.67	150,400.00
7600 · Administration and Taxes					
7650 · Legal and Professional	112.50	333.33	112.50	333.33	2,000.00
7600 · Administration and Taxes - Other	0.00	83.33	0.00	83.33	500.00
Total 7600 · Administration and Taxes	112.50	416.66	112.50	416.66	2,500.00
7700 · Website Hosting	0.00	0.00	0.00	0.00	250.00
8000 · Reserves					
8015 · Rot Repair	18,064.36		18,064.36		
8040 · Roof Replacement	42,780.00		42,780.00		
Total 8000 · Reserves	60,844.36		60,844.36		
Total Expense	82,555.86	65,806.67	82,555.86	65,806.67	284,090.00
Net Income	-11,347.27	4,924.16	-11,347.27	4,924.16	0.00



ATTACHMENT C: RULES & REGULATIONS

Dear Homeowners,

The purpose of our Regulations is to protect your property values and ensure a uniform and pleasing aesthetic here at Highland Colony. Please familiarize yourselves with them as well as our Association's Bylaws, which can be found at our website. You are responsible for knowing their content.

HOME APPEARANCE

Exteriors –

Any changes to the exterior of a building (such as paint color, sheds, fencing) should be first cleared by the Board of Directors (BOD). There is a Modification Form for this purpose on our website. Once completed, send the form to any Board member for review.

Although we contract to have our lawns mowed, we do not have employees to care for the area immediately surrounding your unit. This means residents are responsible for:

1. supplying and distributing mulch planting, trimming and tending shrubs
2. keeping porches and outdoor area clean
3. trimming foundation plantings far enough away from the buildings to allow for good air flow. This prevents mold on our clapboards.
4. being mindful not to plant in areas that will interfere with mowing and snow removal or on the leach fields
5. keeping outdoor propane tanks, barbecues, etc. as inconspicuously as possible
6. storing RVs, motorcycles, snowmobiles, bikes and similarly sized articles in either the owner's garage, the Clubhouse or a designated area at the Brush/Storage Area (see Common Area)
7. We do not permit signs.

If you discover any damage on the exterior of your unit, such as rot, complete a Maintenance Concern form, found on our website. Send the form to our Management Group (correct address and email is written at the bottom of the form).

PETS

Dogs should always be within sight of their owner and, if in the fields, should respond to their owner's command and come immediately. If dogs are not trained to come or when there are other people nearby, they need to be leashed. Clean up after your animals, no matter where they poop.



GARBAGE

Highland Colony contracts for refuse collection. We live amid forests, where many animals reside who have an interest in your garbage. Therefore, garbage needs to be in plastic bags and placed outside at the end of your driveway on the morning designated for pick-up. Put garbage in a sturdy container, as critter-proof as possible, because you'll be stuck cleaning up the mess if you don't! If you'll be away on the day of collection, you can put your garbage in the container beside the Clubhouse. Our contract includes recycling; boxes must be broken down.

Special arrangements can be made with the Property Manager to collect large items such as Christmas trees, old appliances, furniture. There will be a charge for this service.

SNOW REMOVAL

When it snows, your walk will be shoveled and driveway plowed. To accomplish this, if you don't have a garage, obviously you'll need to move your car. Please refer to the special parking and snow removal guidelines distributed to all the unit owners on your street. Follow these directions, for the plow will not return to clear any areas where parked cars have impeded plowing.

SEPTIC

The Association provides for the pumping of septic systems on a rotating basis. This amounts to each unit being cleaned every 3 years. If you aren't familiar with septic systems, they work as long as you don't flush ANYTHING other than your bodily waste and toilet paper. Repeat – ANYTHING! In the kitchen, coffee grounds, grease, paint and excessive use of a garbage disposal can cause trouble as well.

WATER USAGE

The water at Highland Colony is supplied via wells. Water is tested each year and homeowners are sent the results. There has almost always been an adequate supply, although recently we had an extremely dry summer; if this were to occur again, the BOD has the authority to require that you temper your use.

If you will be away from your unit for a long time, turn off the main valve to your water supply, unless you heat via circulating hot water. This will spare you the unpleasant surprise of a flood in your unit upon your return. Yes, it's happened.

HEAT

Each unit has its own thermostat. We get sub-zero nights here; to prevent freezing pipes, put your thermostat at 55 degrees if you will be away for an extended time.



COMMON AREA

Swimming pool – The pool is intended for residents and their guests. If guests are local, residents are expected to accompany them. Rules for the swimming pool are posted at its gate and should be read before entering the pool area. Pool goers should park in the communal parking lot just beyond the tennis court.

Tennis Court – When on the court, footwear designed for tennis (rubber-soled) is required whether you're playing tennis or shooting hoops. It's very expensive to resurface a court!

Clubhouse – The Clubhouse basement may be used for storage of large items such as kayaks as well as smaller tools and household items that will be unaffected by humidity and temperature changes. Bikes can be stored on the main floor level. The major room in the Clubhouse can be used by owners for parties and other gatherings. Let the Management Company know your plans so there's no conflict for its use.

Parking – Only registered passenger cars and trucks owned by members may be parked in the Common parking areas for extended periods.

Fields – The Association has a community garden in the level field near the pool. Other planting in the Common area needs the approval of the Board.

Snowmobiles, ATVs and similar recreational vehicles are not allowed to be used on our property.

Brush/Storage area – is meant for trimmings and debris from yardwork. Christmas trees and the plants that have failed you can also be put there. One part of this area is meant for oversized vehicles such as snowmobiles, boats, etc.

RENTALS

A unit may be leased by its owner without the approval of the BOD. If you are considering renting, you are required to:

- abide by the By-Laws concerning rentals
- use a standard lease supplied by the Association
- communicate our Bylaws and Regulations to the leasee
- Occupancy under lease shall only be by the tenant and her/his family and guests (no more than 2 unrelated people).
- Units must be leased for at least 3 months.

INSURANCE

The Association maintains insurance for the property, but this does not include insurance of your personal property, the interior of your unit, or damage to or injury in the Common Areas due to an owner or a renter's behavior or



negligence. We advise owners to carry individual insurance against such misfortune.

By-Law Article 7-100 permits reasonable access to a resident's property. We advise owners to provide a key to (ideally) the Property Manager or to a neighbor. If you choose a neighbor, the Property Manager must know this. In the event of an emergency, the appropriate person can then enter your unit if you are unavailable.

Our 5-person Board of Directors, elected by Association members, oversees our property. The Board is the final arbiter of issues that arise when homeowners ignore Association By-laws and Regulations. We on the Board believe Highland Colony is a unique condo association because of its proximity to acres of fields, woods and rolling hills. This little gem of a community is your community. Please help keep our grounds and our scattering of buildings tidy and in harmony with the beautiful outdoors surrounding us.



ATTACHMENT D LEASE/RENTAL AGREEMENT PROPOSAL

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

1. 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.
2. 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 for their partner and no more than two immediate family members.
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No Animals are allowed to be kept In or about the Property without the revocable. written permission of the Landlord.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of two specified parking locations.
6. 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.
7. 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. TERM
8. 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.

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

RENT

10. Subject to the provisions of this Lease, the rent for the Property is \$_____ per month (the “Rent”) .
11. 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.
12. The Landlord may increase the Rent for the Property upon providing the Tenant such notice as required by the Act.
13. 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
14. On execution of this Lease, the Tenant will pay the Landlord a security deposit, of one month’s Rent (the “Security Deposit”).
15. The Landlord will hold the security deposit in an interest-bearing account solely devoted to security deposits.
16. 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.:
 - a. repair of walls due to plugs, large nails, or any unreasonable number of holes in the walls, including the repainting of such damaged walls.
 - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant.
 - c. unplugging toilets, sinks., and drains.
 - d. replacing damaged or missing doors, windows, screens, mirrors, or light fixtures.
 - e. repairing cuts, burns, or water damage to linoleum, rugs, or other areas.
 - f. 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.
 - g. the cost of extermination where the Tenant or the Tenants guests have brought or allowed insects into the Property or building.
 - h. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls.
 - i. replacement of locks and or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant’s misplacement of the keys; and



- j. 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.

17. The Tenant may not use the security deposit as payment for the Rent.
18. 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.
19. 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. PET DEPOSIT
20. Upon the execution of this Lease, the Tenant will pay the Landlord a pet deposit of \$200. (the "Pet Deposit").
21. 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.
22. 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:
 - a. 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
 - b. 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.
 - c. Any other purpose allowed under the Lease or the Act.
23. The Tenant may not use the pet deposit as payment for the Rent.
24. 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
25. The Party or Parties will complete, sign, and date an inspection report at the beginning and at the end of the tenancy.
26. 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

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



- a. applying adhesive materials or inserting nails or hooks in the walls or ceilings other than two small picture hooks per wall.
 - b. painting, wallpapering, redecorating, or in any way significantly altering the appearance of the Property.
 - c. removing or adding walls or performing any structural alterations.
 - d. Installing a waterbed(s).
 - e. changing the amount of heat or power normally used on the Property, as well as installing additional electrical wiring or heating units.
 - f. 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
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.
- UTILITIES AND OTHER CHARGES

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

INSURANCE

- 29. 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.
 - 30. 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.
 - 31. The Tenant is not responsible for ensuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.
- ATTORNEY FEES
- 32. 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

- 33. This Lease will be construed in accordance with and exclusively governed by the laws of the State of New Hampshire.
- SEVERABILITY
- 34. 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.
 - 35. 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



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

ASSIGNMENT AND SUBLETTING

37. 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. ADDITIONAL CLAUSE
38. Tenants are required to follow the Rules and 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*. DAMAGE TO PROPERTY
39. 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

40. 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.
41. 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.
42. 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.
43. 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.
44. 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.

CARE AND USE OF PROPERTY



45. 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.
46. The Tenant will not engage in any illegal trade or activity on or about the Property.
47. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
48. 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.
49. 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.
50. 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.

RULES AND REGULATIONS

51. The Tenant will obey all of the Rules and Regulations of the Highland Colony Condominium Association. ADDRESS FOR NOTICE
52. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
 - a. Name: _____
 - b. Phone Number: _____
 - c. Email Address: _____
53. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlords address for notice is:
 - a. Name: _____
 - b. Address: _____
 - c. Phone Number: _____
 - d. Email Address: _____
54. 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 nehlers@aol.com)

GENERAL PROVISIONS

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



56. 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.
57. 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 covenants are to be construed as conditions of this Lease.
58. 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.
59. 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.
60. Locks may not be added or changed without the prior written agreement of both parties, and unless the changes are made in compliance with the Act.
61. 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.
62. 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.
63. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
64. This Lease constitutes the entire agreement between the Parties.
65. 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.
66. 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



ATTACHMENT E: LETTER TO ASSOCIATION MEMBERS

dear highland colonizers,

it is our luck to have nancy ehlers as our property manager. she fixes existing problems, like brown water coming from an outdated water system. equally important, she's proactive in addressing problems which are less apparent, like taking down sick or dead trees that threaten to do damage during a winter storm.

after years of inadequate management, our property and buildings have been neglected, our repairs done haphazardly. nancy is rectifying this. if we had infinite funds, this backlog of needs could be done quickly. alas, we don't. it will take time.

nancy has evaluated our many issues: where is the rot worst, where is poor drainage causing the most damage? know that we're making progress. at any given time you may not see it, but workmen have been active here ever since she came on board. she has accomplished an amazing amount considering our budget and overwhelming needs.

going forward - if you want to report a maintenance need the procedure is not to call nancy, unless it's an emergency. instead, go to our website ----- and download a maintenance concern form. send it to the email or physical address listed on the form.

if you wish to make a change involving the exterior of your building, you can find a request for modification form at the website. email or deliver this form to one of the board members for review. until the form is submitted, action can't be taken to address your issue.

ATTACHMENT F: NOTICE FROM NHDES REGARDING LEAD AND COPPER SAMPLE RESULTS



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



September 18, 2024

GREGG PITMAN
HIGHLAND COLONY
3 MUIRFIELD LN UT 27
HOLDERNESS NH 03245
Via email: pitmangregg@gmail.com

Subject: PWS ID: 1162010 -- Public Water Sys: HIGHLAND COLONY Town: HOLDERNESS
Lead and Copper Sampling Reduction

Dear Owner:

The New Hampshire Department of Environmental Services (NHDES) is in receipt of the lead and copper sample results for the monitoring period July 1, 2024 - September 30, 2024. Your calculated 90th percentile values are:

90 th Percentile for Lead:	0.003 mg/L
90 th Percentile for Copper:	0.262 mg/L

Based on your service population and your compliance status with this department, NHDES approves reduction of your lead and copper sampling frequency.

Your next round of samples will be due in: 2027

You must now sample once every 3 years in your assigned quarter: Q3 JUL 1 - SEPT 30

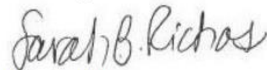
The number of samples required will be: 5

Your Master Sampling Schedule and all analysis request forms are available on the NHDES [OneStop](#). Simply [click here](#) and enter the PWSID. Further information about select topics is available in multiple [NHDES Fact Sheets](#).

As always, we recommend that you sample early in your designated compliance period in case additional samples are needed. If access is no longer possible to your site(s) or the resident no longer wishes to participate in the program, please contact this office in writing to request a sample site change.

Please contact me at (603) 271-2516 or dwmonitoring@des.nh.gov with any questions.

Sincerely,



Sarah Richos
Lead and Copper Program
Drinking Water and Groundwater Bureau

cc: JACK EVANS, Primary Operator
NANCY EHLERS, Primary Contact