

# 23001175 01/13/2023 08:14:54 AM  
 Book 6462 Page 2474 Page 1 of 9  
 Register of Deeds, Rockingham County

*Carly Ann Tracy*

RECORDING  
 SURCHARGE

42.00  
 2.00



(M) Rowell Estates Condo Assn  
 52 Ash Drive  
 Kingston NH 03848

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF  
 DIRECTORS OF THE ROWELL ESTATES CONDOMINIUM ASSOCIATION**

This Certificate of Vote and Resolution is made this 3rd day of May 2022, by the Board of Directors of the Rowell Estates Condominium Association.

*Property located in the Town of Kingston, NH*

WHEREAS, the Rowell Estates Condominium Association was established by a Declaration date May 7, 2003, and recorded with the Rockingham County Registry of Deeds at Book 4031, Page 0536, with By-Laws recorded with said Registry at Book 4031, Page 0567, as amended; and

WHEREAS, Article III, Section 10 of the By-Laws authorize the Board of Directors to adopt Rules and Regulations for the orderly use, enjoyment and operation of any property owned by the corporation and all members shall strictly comply with said rules and regulations; and

WHEREAS, the Board of Directors of the Rowell Estates Condominium Association desire to adopt Rules and Regulations for the Rowell Estates Condominium Association.

NOW THEREFORE, the Board of Directors of the Rowell Estates Condominium Association, acting pursuant to the authorities contained in the Declaration and By-Laws and a duly authorized meeting and quorum as set forth therein, do hereby promulgate the following Administrative Rules and Regulations of the Rowell Estates Condominium Association.

1. The Rules and Regulations of the Rowell Estates Condominium are deleted in their entirety and the following Rules and Regulations, attached hereto and incorporated herewith as "Exhibit A", are adopted in their stead.

IN WITNESS WHEREOF the Board of Directors has executed this instrument under seal this 6<sup>th</sup> day of June, 2023.

*David A. Touhey*  
 President and Director  
 DAVID A. TOUHEY

*Sheila A. Wedge*  
 Director SHEILA A. WEDGE

*Elaine M. Provender*  
 Director  
 Elaine M. Provender

*Stephen J. Santos*  
 Treasurer and Director  
 Stephen J. Santos

*James Savarese*  
 Director JAMES SAVARESE

1/6/23 *Susan H. Ayer*  
 Notary Public

SUSAN H. AYER  
 Notary Public-NH  
 My Comm. Expires Sept 21, 2027

Rowell Estates Condominium Association  
P.O. Box 446 Kingston, NH 03848

Exhibit 'A'

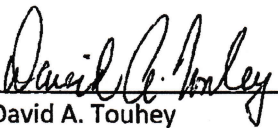
Date: May 6, 2022

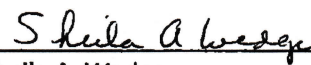
Certification of Vote to Approve Proposed Changes to the General Rules and Regulations

To the Residents of Rowell Estates Condominium Association,

1. Notice of intent to vote without a meeting was sent to all residents by mail or hand delivered on February 21, 2022. This satisfies the requirement of the Declarations Section 11.5 for a 60-day notice.
2. Voting materials were distributed to all members either by mail or hand delivered on April 25, 2022. The voting package included.
  - a. The language of the changes to the Rules and Regulations
  - b. The ballot with a deadline submission of April 29, 2022.
3. Rules and Regulations may be amended by an affirmative vote of at least sixty-seven percent of the Unit Owner's votes cast.
4. 38 of 40 ballots were received. Therefore, twenty-six votes are needed to amend the Rules and Regulations.
5. The following is the vote tally:

a. First section changing the year	34 for	2 against	(2 didn't vote)
b. Section 2a-Statuary Pieces	29 for	9 against	
c. Section 2b-Birdbaths	29 for	8 against	(1 didn't vote)
d. Section 2c-Landscape Rocks	28 for	10 against	
e. Section 3- Hanging Plants	33 for	5 against	
f. Section 12-Gutters, Water Drainage Pipes	35 for	3 against	
g. Section 15-Hose Holders, Reels	30 for	8 against	
h. Section 16-Lights	32 for	6 against	
i. Section 17-Signage	30 for	8 against	
j. Section 21-Grills, Gas or Charcoal	36 for	2 against	
k. Section 30-Sprinkler Systems	19 for	17 against	(2 didn't vote)
6. Enough votes for (affirmative) exceeds the amount needed for Sections 1, 2a, 2b, 2c, 3, 12, 15, 16, 17, 21 and therefore the Rules and Regulations in these sections will be amended.
7. Not enough for (affirmative) votes to exceed the amount needed for Section 30-Sprinkler Systems and therefore this will not be amended in the Rules and Regulations.

  
David A. Touhey  
President, Rowell Estates Condominium Assoc.  
Assoc.

  
Sheila A. Wedge  
Secretary, Rowell Estates Condominium

**Appendix A**

**Rowell Estates**

**Condominium Association**

**P.O. Box 446**

**Kingston, NH 03848**

**2022 Revised Rules and Regulations**

**Opening Statement**

This Board of Directors has established this 2022 revised Rules and Regulations list to clarify past regulations and compliances and clear any confusion which might have been caused by the many rules changes established by past Boards. It is intended to serve as a guide to preserve our quality of life at Rowell Estates. All past lists of Rules and Regulations and Compliances will become void and not grandfathered. This document is not intended to change or alter any part of the Declaration of Rowell Estates, the By-Laws of Rowell Estates or Addendums recorded at the Rockingham County Registry of Deeds. Any changes made to documents recorded at the Rockingham Registry of Deeds do require a Community vote.

These Revised Rules and Regulations are adopted for the benefit of Owners. They are intended to contribute to preserving a clean and attractive environment and to ensure the peaceful enjoyment of Rowell Estates. They are also intended to protect and enhance the value of the Owners' Units and project an image of a high-quality refined Community without unduly restricting or burdening the use of the property. They should allow a certain level of individuality for the exterior of each residence while complying with reasonable approved standards. Any Resident who would wish to request a waiver from any of these Rules and Regulations must submit a waiver request in writing to the Board of Directors. The Board of Directors shall respond in writing to a Resident waiver request within two weeks after submission.

**Defining Common and Limited Common Area**

The Declaration of Rowell Estates and By-Laws of the Homeowners Association for Rowell Estates do establish, in-part, definitions, restrictions, and property use by defining Common Area and Limited Common Area. The Limited Common Area is defined in the Declarations section 3.11 as being reserved for the exclusive use of the Unit as the decks, patios adjacent to each Unit and the landscaped area within 10 FT at the rear of the dwelling only. The Common Area as described in the Declarations section 3.10 is the entire property other than the Limited Common Area. This Common Area does include, in-part: roads, walkways, shrubbery, mulched areas in front of the units, sides of units, around trees, and utility boxes. The 2021 revised Rules and Regulations describes Unit Owner permitted use of those Common Areas.



**Appendix A**

**2022 Rules and Regulations**

**1. Flowers and Plants:**

Any number of flowers/plants may be planted in areas such as planting beds around trees and under front windows. The Unit Owner must maintain Owner furnished plants. Removal of plants and shrubbery in the Common Area must be approved by the Board. New plantings in front of the Unit windows in the Common Area may not exceed a growth height of 4 feet.

The Association encourages planting by the Unit Owner on the side of their Unit. Mulched area may extend the length of the Unit but cannot exceed 5 feet from the building exterior. All costs associated with this planting and maintenance is the Unit Owner's responsibility.

No fruits or vegetable plants may be placed in the front yard.

**2. Statuary Pieces:**

- A. Maximum 2 statuary pieces; maximum height 12"x12"; no plastic; in mulched area by front window and or either side of garage (must be removed before first snowfall)
- B. Maximum 1 birdbath in mulched area by front window. \*Grandfathered birdbath over manhole cover in front of Unit 36
- C. Maximum 2 rocks for landscape purposes in mulched area by front window; maximum dimensions L 28"x W 18" x H 8"

**3. Hanging Plants:**

Only one hanging bracket may be attached to the wood trim to the left or right of the front door. One hanger unit may be placed in front of the individual Unit in the mulched Common Area by front window. Flower baskets, welcome signs, and seasonal wreaths or decorations may be hung from the storm doors and /or bracket and hanger in the mulched area.

**4. Flags:**

One decorative flag no larger than 14 inches by 18 inches can be mounted on a stand in the mulched Common Area directly in front of each Unit and cannot be placed on the grass interfering with mowing. An American flag may be displayed on the garage trim.

**5. Trees, Bushes, Shrubs in the Common Area:**

Maintenance and trimming of bushes and trees around each Unit in the Common Area shall be the responsibility of the Board's landscape company. Unit Owners can choose to do the trimming themselves.

Replacement of bushes or trees damaged during the winter months will be undertaken by the Board.

Dead or dying bushes in the Common Area should be referred to the Board for removal and replanting requests.



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**6. Utility Boxes:**

Utility boxes are located in the Common Area and are under the jurisdiction of the Board of Directors. No additional plantings are allowed around the utility boxes without Board approval.

**7. Fences:**

No fences shall be placed in the Common Area. Privacy screening and fences are allowed in the Limited Common Area with Board approval.

**8. TV Dishes, Internet Dishes:**

All installations must be approved by the Board of Directors prior to installation. Declaration 3.24.

Dishes must be professionally installed. The installation must not cause damage or possible damage to any portion of the outside structure. Any damage that is incurred from the installation will be the responsibility of the Unit Owner to make repairs. The Unit Owner is responsible for the dish, wiring, and equipment associated with the installation.

When the Unit is to be sold, removal of the dish will be the responsibility of the seller along with any repairs necessary due to the removal of the dish. If the Unit Owner fails to remove the dish then the cost of the removal shall transfer to the new Owner.

**9. Front Door Awnings:**

Front entrance awnings must conform to the one on Unit #32 in size, make and color. The Unit Owner shall pay all repair costs associated with damage to the exterior of the condominium and neighboring Units from awning e.g. due to wind, heavy snow, etc. Faded/discolored, tattered/torn awnings must be replaced or removed by the Unit Owner within a reasonable period of time e.g. 2 months. If not done, a written request may be issued to the Unit Owner by the Board. Failure to repair may result in the removal at the Owner's cost.

**10. Back Door Awnings:**

Manufacturer shall be Sunsetter Retractable Awning and with motorized PR model, color Natural Linen 7952 and remote-control wireless wind sensor.

Awning must be professionally installed and must be maintained by the Unit Owner. Installer shall submit their insurance certificate naming Rowell Estates to their insurance certificate including workmen's compensation insurance coverage.

The Unit Owner takes full responsibility for any and all repairs of their Unit or Other Units resulting from damages caused by the awning. The Unit Owner may purchase an addendum to their insurance policy to cover any outside damages.

The Sunsetter Retractable Awning manufacturers patio lights and front and side weather breaker panels shall not be allowed as part of the installation.

Failure to comply with the above shall result in the Board having the awning installation in its entirety removed at the Owner's expense. When selling the condominium, the new buyer must agree to the

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terms above or the awning shall be removed in its entirety and restoring the exterior to its original conditions by the current Unit Owner prior to closing on the Unit.

**11. Screen Houses, Mosquito Netting:**

Per the Declarations, no screen house or mosquito netting are allowed on the decks.

**12. Gutters, Water Drainage Pipes:**

Water drainage pipes at the end of a gutter are limited to being in the mulched area only in front of the unit.

Pipe must not extend onto the grassy area and must be as unobtrusive as possible.

**13. Bird Feeders:**

Bird feeders are allowed. It is recommended to remove feeders at night during the summer.

**14. Pest Control:**

Pest control around the outside of the Units will be the responsibility of the Board. The individual Unit Owner is responsible for the inside.

**15. Hose Holders, Reels:**

No new hose holder/reels will be attached to the Units. All existing hose holders/reels attached to the Units are grandfathered. If existing hose holders/reels are removed by the unit owner, then any damaged siding or holes in the siding must be repaired by the Unit Owner at their expense.

**16. Lights:**

Maximum of 4 ground mounted lights may be installed only in mulched area by front window/mulched area by walkway. All other ground lighting in the Common Area is prohibited.

No other lighting including solar lights and ground lights shall be installed in Common Areas except what would be considered "holiday" temporary lighting and holiday decorations. All holiday lighting and decorations must be removed within 30 days of the holiday event.

**17. Signage:**

One flag or decorative sign or banner no larger than 14" x 18" and no taller than the bottom of the front window can be mounted on a stand in the mulched area by front window and cannot be placed on the grass interfering with mowing as an acceptable way to express the unit owner's first amendment rights while complying with the Condominium Associations' Rules and Regulations.

No sign may be placed in the Common Area except to advertise a one day event such as a yard sale, estate sale, or a real estate open house. Signs must be removed at the end of the event day. Real estate signs may be placed at the entrance to Rowell Estates and may not interfere with mowing, snow removal, or impair traffic vision of both directions on New Boston Road. Signs must be removed when the property becomes under contract. No sold signs may be placed in the Common or Limited Common Areas.

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**18. Parking: See Parking Plan**

Parking for residents and visitors is allowed in the green areas on either side of the road from 4/1 to 11/1.

Unit Owners cannot use the visitor parking area as a secondary parking space. No vehicle is allowed to be parked around the pump house or the pump house road or the field access road.

Property registered and insured cars, recreational vehicles and trailers are allowed to be parked beyond the field access road in the open space areas. They may not be parked within a 50-foot radius of the RECA storage shed. Unit Owners parking any vehicle or trailer will do so at their own risk.

There is one handicap visitor space near the mailbox area. Unit Owners cannot use this space.

No unregistered vehicle can be parked outside in RECA property. If a Unit Owner has an unregistered vehicle, they must store it in their garage.

**19. Seasonal Rules and Regulations: Winter season begins 11/1 and ends 4/1**

Resident parking is allowed anywhere in the green areas (legal parking spaces) of the inner circle of the roadway except when a snowstorm is predicted. During pending storms residents are asked to park their vehicles in the two areas between the blue stakes, for residents only, until plowing is complete. Twenty-four hours before the storm to twenty-four hours after the storm should be ample time for residents to secure a spot and vacate a spot. When the storm has ended and driveways are cleared, vehicles must be moved back into driveways so the plows can clear the remainder of the roadway. When vehicles remain in the driveway during the storm, plow operators will only remove snow which can be accessed safely. Even if you move your car later, they will have no obligation to return to plow the remainder of your driveway.

During winter months visitors may park anywhere in the green areas (legal parking areas) of the inner circle of the roadway.

Due to limited space between the blue stakes, anyone visiting during a storm will need to park in the visitor parking spaces by the mailboxes or in the driveway of the resident they are visiting.

Snow removal from decks, patio and dryer vents is the responsibility of the Unit Owner.

**20. Summer Season 6/1:**

Water conservation, lawn watering, comes in effect from June 21 through Labor Day on an odd/even day rotation. Even numbered Units may water lawns on even number days and odd number Units may water on odd numbered days. Hand watering of garden and potted plants is allowed on a daily basis.

**21. Grills, Gas or Charcoal:**

Gas fired or charcoal grills are prohibited on or under the Owner's deck and must be 10 feet away from the unit when in operation. All disconnected tanks must be stored outside. This is a Kingston fire department ordinance and mandated by the RECA Master Insurance Policy.



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**22. Snow Removal from Roofs:**

During the winter months the Board will be responsible for the removal of snow from the roofs. If there is an abundance of snow on the roofs, the Board will hire a company to remove the snow.

Unit Owners have the prerogative to furnish, install and pay the utility bill for the use of heat cables in strict compliance with the heat cable manufacturer's recommendation. The Unit Owner will be responsible for any roof damage from the installation.

**23. Radon Mitigation Systems:**

Radon Mitigation systems must be installed professionally. They cannot be installed on the front or sides of a Unit or in any area where the view would detract from the appearance of the Unit. The installation must not cause damage or possible damage to any portion of the outside structure. All installations must be approved by the Board. Any damage that occurs from the installation will be the responsibility of the Unit Owner to make repairs. The Unit Owner is responsible for the wiring and equipment associated with the installation and holds the Association harmless from damages.

This is allowed under section 10 of the By-Laws and clarifies section 3; Property Use; 3.24 within the Declarations of Rowell Estates.

Any new exterior piping installations must be white and approved by the Board of Directors.

**24. Late Fee:**

Late fees will be assessed to Unit Owners based on Section 8.7 of the Declaration.

**25. Deck Maintenance and Repair:**

The Association will maintain all paint and deck repair as needed to include replacing rotten boards and trim. Beginning in 2020 the Association will begin the deck railing replacement with Fiberon rail system as approved by the Association members. 5 to 6 railing systems will be installed each year until completed.

**26. Fireworks:**

Fireworks of any type are not allowed.

**27. Age Verification:**

Prior to purchase and transfer of the deed for any Unit, an age verification form must be approved by the Board of Directors. This also applies to potential rentals.

**28. Storm Doors:**

Storm door installation or replacement must be a Home Depot White Anderson HD 3000, or an Anderson white Full Interchangeable or Full View Retractable Series 6, 8 or 10 with brass hardware. A similar door product may be submitted to the Board of Directors for approval.

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**29. Fire Pits:**

No private fire pits are allowed. The community fire pit located in back of Units 21-33 is permitted and is subject to all Kingston Fire Department regulations. A yearly fire pit permit will be acquired by the Board of Directors. A Resident must notify the Board of Directors with the intent to use the fire permit.

**Compliance and Default:**

It is the responsibility of the Board of Directors to administer and enforce these Rules and Regulations. Each Owner shall comply with all of the terms of the Declarations, By-Laws and these Rules and Regulations. A default by an Owner of any of these provisions shall entitle the Board of Directors to seek relief for defaults through the following procedures:

1. The Board of Directors must notify the Owner in writing the nature of the default with a specific correction date to be determined by the Board of Directors.
2. A second notice will be delivered if the default has not been corrected.
3. If, after the second notice has been delivered with a correction date and the default has not been remedied, the Board of directors shall have the right to levy an appropriate fine of noncompliance. The fine amount may be up to and not exceed \$500.00. All fines will be assessed to the Unit and payable by the Unit Owner.