

*R U L E S A N D R E G U L A T I O N S*

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The TALONS @ RADBURN  
A CONDOMINIUM

**CONDOMINIUM RULES AND REGULATIONS  
THE TALONS AT RADBURN, A CONDOMINIUM**

**DATED: JUNE 15, 2001 / REVISIONS EFFECTIVE JANUARY 31, 2007**

The degree to which residents respect each other's right to the quiet enjoyment of the community will ultimately shape the quality of life at The Talons. Condominium Association rules and regulations are effective in securing and preserving those rights. They are not designed to unduly restrict or burden the use of property, while making every attempt to respect the rights of others. In this regard, it is incumbent upon The Talons Board of Directors, acting through their designees, to invoke all measures necessary to enforce such rules and regulations, it is hoped that the enforcement of the following rules and regulations will never become necessary.

All owners, residents of the Condominium (including tenants) and their guests are expected to abide by these Rules which are meant to supplement the Bylaws of the Talons at Radburn, a Condominium Owners Association (the "By-Laws").

The Talons Board of Directors

- A. Use of Units: The Common Areas, and each of the units, are hereby intended for residential use by the Owners & residents. No obnoxious or offensive use will be made part of the property and nothing will be done therein which is or will become an annoyance or nuisance to the other Owners.
1. Unit owners, residents of the Condominium and their guests ("Condominium Users") shall keep noise levels reasonable and proper at all times and shall have due respect for all other unit owners, tenants and guests.
  2. No use will be made of any part of the Property which will constitute a fire hazard or which would otherwise result in the cancellation of insurance on any part of the Property or which is in violation of any law, ordinance or governmental regulation applicable thereto. No flammables, combustibles, hazardous or explosive substances shall be kept in any Unit, common area or limited common area, except items normal and customary for residential household use. Storage and use of all cooking devices must be compliant with current Manchester Fire Codes.
  3. No changes shall be made to any residence or to the common and limited common areas which may impair the structural integrity of a building, or which would structurally or stylistically change a building, including the color of a unit, the doors and shutters on a unit, and general exterior appearance of a unit, except as provided in the Declaration and Bylaws.

4. No decorations, awnings, screens, sun shades, air conditioners, swings, fans or television and radio antennas shall be affixed to the exterior of a building without the written approval of the board. Satellite dishes may be affixed to the exterior of a building with the prior consent of the Condominium Board of Directors - please see Appendix A for details.
5. Except as provided in the Declaration, By-Laws or these Rules, no Condominium User shall allow the installation of wiring for electrical or other equipment use, or fixtures which protrude through the walls or roof of any residence, except as presently installed or as authorized by the Board.
6. No sign, advertisement, notice or other lettering shall be displayed or affixed to the exterior of any building by any Condominium User without prior consent of the Board of Directors. The Board shall also approve all lawn ornaments and other outside equipment.
7. No activity shall be done in any Unit or in common area or limited common area that will increase the rate of insurance or result in the cancellation of insurance, unless such activity is first approved in writing by the Board of Directors.
8. Condominium Users shall be held responsible for the actions of their tenants, family members and guests. If any tenant, family member or guest causes a nuisance to other residents or otherwise violates these Rules, the Declaration or the By-Laws, the Board has the right to request that the person(s) leave. There shall be no organized sports activities, picnicking or fires except in areas approved by the Board in writing.
9. Condominium Unit Owners shall maintain the exterior appearance of their Units in the same condition as such Unit was delivered to them, reasonable wear and tear excepted.
10. Offensive Activities  
No offensive activities will be permitted at the Talons, nor will anything be done or placed within the complex which may become a nuisance or cause of unreasonable embarrassment, disturbance, or annoyance to other Owners or the public. Unit Owners and residents will comply with and conform to all applicable laws and regulations of the United States and of the State of New Hampshire, and all ordinances, rules and regulations of the City of Manchester and will hold the Board of Directors, the manager or other owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or a noncompliance therewith.

11. Electrical Installations in Units  
All radios, television or other electrical equipment of any kind or nature installed or used in each Unit will fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner and/or a resident alone will be liable for any damage or injury caused by any electrical equipment in such Unit.
12. Requests  
All requests for exterior architectural changes should conform to the following procedure:
  - a. Submit request through the Board of Directors of the Talons prior to the construction.
  - b. The Board will rule on the request. The Owner will obtain City approval.
  - c. On approval by the City, the Board will issue a written letter of approval.
  - d. Work may then commence.
13. No more than four unrelated persons may reside in any one unit.
14. Insurance  
Each Unit Owner will maintain his own insurance policy on his own Unit and on his personal property contained therein. Each Unit Owner must carry a homeowner's policy covering the association's deductible should any claim be submitted against the association. All internal changes must comply with Manchester building codes.

## **B. Condominium Fees**

### 1 Payment

In terms of meeting the financial obligations of the Association, it is imperative for every owner to remit condominium fees on the first (1st) day of every month.

Checks are payable to: **The Talons Condominium Association**, and should be mailed as directed by the Board of Directors.

All separate correspondences should be forward directly to an address provided by the Board of Directors.

### 2. Late Fees

A fifteen-dollar late fee plus 12% per annum interest will be charged to Unit Owners who fail to remit condominium fees by the **tenth (10th) day of each month.**

### 3. Legal Recourse

All unsettled delinquent accounts will be referred to the Condominium Association's attorney for collection. **All associated legal fees will be assessed to the Unit Owner.**

**C. Common Areas and Limited Common Areas**

1. Generally:  
The Common Property will not be used in a manner which is inconsistent with the residential character of the Property. No one will obstruct, commit any waste in, or otherwise cause any damage beyond reasonable wear and tear to the Common property. Nothing will be stored in the Common Property without prior written consent of the Board. Nothing will be altered, constructed in, or removed from the Common Property without prior written consent of the Board. Unit owners and residents will be responsible for all damages to any and all other Units and/or the Common Areas, which the failure to properly maintain and repair the unit or which misuse of the Common Areas may cause. For the Limited Common Areas, such as decks, will be kept clean and in sanitary condition at all times. Repair of the Limited Common Area will be the responsibility of the Unit Owner.
2. Subject to Paragraph B(2), below, Condominium Users will be responsible for keeping their screened porches, decks, patios, walkways and driveways in clean, orderly, safe, and sanitary condition at all times. There will be no use of Common Property which injures or scars the Common Property or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to the Owners in their enjoyment of The Talons. Sidewalks, walkways, entrances and all of the common area and limited common areas must not be obstructed in any way. Bicycles, sporting goods, cooking equipment, children's toys and other personal articles shall not be left outside a residence or in common areas. Garbage bags and garbage cans must be contained within the residence garage except on collection day. No waste, including debris from the wooded areas, shall be permitted in the common areas. Except in the event of emergency, cutting of any tree, dead or alive is not permitted in any common area.
3. All common area maintenance, improvements and landscaping, including all lawn mowing of the common area and limited common areas, and snow removal, including plowing of driveways, and shoveling of walkways, shall be performed by the Board or its designated contractors. The Board is not responsible for snow removal from decks, patios, screened porches. A Condominium Unit Owner shall be responsible for mowing, landscaping and general exterior maintenance of those limited common areas appurtenant to the Unit Owner's unit, if such area is fenced in with the approval of the Board of Directors.
4. Children should not be left unsupervised in the common areas. The Board will not be liable for any injuries sustained by the children in the common areas. Owners will be responsible for the acts of either their children or children of visitors. Any damage to other owners' property or common areas will be repaired and charged to the unit owner from whom the offending children came.
5. All refuse, trash and bagged garbage shall be deposited in trash receptacles and under no circumstances shall there be littering in the common areas, including the decks.

6. No clothing, laundry, rugs, or other unsightly objects shall be hung from any window or from the exterior of any residence. Clotheslines will not be allowed in common or limited common areas.
7. Condominium Unit Owners will be permitted to plant flowers in limited common areas using existing mulch beds. The maintenance of such plantings shall be at the expense of the Condominium Unit Owner. All other plantings shall be subject to Board approval regarding such items as location, type and size of plantings, use, and maintenance.
8. There will be no organized team sports activities or bonfires.
9. Weapons of any type, as defined by the City of Manchester ordinances or New Hampshire laws, will not be carried outside of an appropriate carry case. This means unholstered weapons are not allowed. Violators will be reported to the pertinent civil authorities.
10. Rules concerning the operation and use of the Common Area may be promulgated and amended by the Board of Directors, provided that such Rules are not contrary to or inconsistent with the Condominium Act, the Declaration or Bylaws. Copies of the Rules will be furnished by the Board of Directors to each Owner and tenant prior to the time when the same will become effective. Fines may be prescribed for violations of any rule or Bylaw. The amount of such fines will be determined by the Board of Directors.

**D. Motor Vehicles/Parking**

1. No unregistered, uninspected or non-roadworthy vehicles of any type will be parked or operated anywhere within the confines of the Condominium. No snowmobiles shall be operated within the Condominium. No motor vehicle other than a properly registered private passenger vehicle will be stored anywhere on the common or limited common property, including boats, mini-bikes, trail bikes, snowmobiles, commercial vehicles, mobile homes, camper trailers, boat trailers, utility trailers or similar vehicles. Such items shall be stored within garages in such a manner that those garages are capable of being fully closed.
2. Each Unit shall be limited to no more than two (2) vehicles stored outside of the Unit. No parking is allowed in fire lanes, undesignated parking areas or upon the grass, walkways or other unimproved common areas of the Condominium. Illegally parked vehicles will be towed at owner's expense. No boats, mini-bikes, trail bikes, snowmobiles, commercial vehicles, mobile homes, camper trailers, boat trailers, utility trailers or similar vehicles will be parked anywhere on the common or limited common property other than the designated parking spaces for a maximum of 72 hours. Board approval is necessary for an extended period of time beyond 72 hours.

3. Under no circumstances will Condominium Users be allowed to repair, change the oil, or lubricate vehicles in the common area or limited common area of the Condominium. All such work must be performed inside the garage of a Unit.
4. The speed limit for all vehicles within the complex is 10 mph.

E. **Household Pets**

1. No animal, other than common household pets shall be kept or maintained on the property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property. Pets shall not be permitted outside of the Units unless they are accompanied by an adult person and leashed. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the Property resulting from the maintenance of the said pet, and any costs incurred by the Association involved with enforcing the Rules prescribed, or to be prescribed by the Board of Directors for the control and regulation of pets in the condominiums. Owners are required to clean up after their pets at all times.
2. Each Unit owner or resident keeping a pet which is offensive or causes or creates any nuisance or unreasonable disturbance or noise will be:
  - a. Fined in an amount determined by the Board or assessed by the Board for the cost of the repair of
    - i. Such damage or cleaning or elimination of such nuisances, and/or
    - ii. Required by the Board to permanently remove such pet from the Condominium upon seven (7) days written notice from the Board.
  - b. Each Unit Owner, or resident, agree to hold the Board and its agents harmless against loss or liability, and to indemnify the Board of Directors, and their agents for any actions of their pets within the Condominium.

F. **Leasing Units**

1. Any Condominium Unit Owner who leases a unit shall provide to the tenant, prior to or contemporaneously with the commencement of the lease term, a copy of the Bylaws and these Rules and Regulations. In addition, the Unit Owner shall obtain an Acknowledgment of Receipt from each and every tenant stating that the tenant has received a copy of these rules and regulations and agrees to be bound by and abide with the terms thereof.

2. Within seven (7) days of the commencement of the lease term, the Condominium Unit Owner shall provide the Board with the following information, in writing:
  - a. The name or names of each tenant
  - b. The acknowledgment of the receipt of the rules and regulations
  - c. A list of the make and model and license plate number of each and every vehicle of each tenant of the Unit.
3. The unit owner is and shall be responsible and assessable for any and all damage caused by the lessees or their guests to Common Area, Limited Common Area and Units.
4. The unit owner is and shall be responsible and assessable for all fines levied against a lessee or other occupant of the leased unit. It shall be the owner's burden to recoup or adjust for such fines with the lease.

#### **G. Access to Community and Units**

1. No yard sales without Board approval, flea markets, or similar activities for profit will be conducted in a Unit area or in a Common Area. In the use of the Units and the Common Area of the Condominium, Owners will obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable Rules adopted by the Board. The Common Area will be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.
2. The Board will not retain a passkey to any Unit.
3. An Owner will grant a right of access to his Unit to the Board of Directors or the Manager, or to any other person authorized by the Board for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or Common Area, or for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services or other Common Area in his Unit or elsewhere in the building provided that requests for entry are made in advance to the Owner. In case of any emergency, such right of entry will be immediate whether the Owner is present at the time or not.

#### **H. Sale of Units**

1. Upon listing of Unit with a Realtor, Unit Owners will notify the Board of Directors of such action and provide the name of such Realtors.
2. Each time a Unit is to be leased, the Board will also be notified.
3. On sale or lease of the Unit, the previous Owner will provide the Board with the name of a new Owner and their current address, phone number, and move in date.
4. All fees and assessments must be paid prior to sale.



**I. Enforcement; Imposition of Fines for Violation of Rule**

1. Violation of these Condominium Rules and Regulations shall result in a warning letter to the Unit Owner. If a plan for correcting the problem is not provided to the Board's satisfaction within seven (7) days after the letter is sent, the Board shall levy a \$10.00 fine against the Unit Owner for each and every violation. If the problem is not corrected within thirty (30) days after the \$10.00 fine, the Board will levy another \$10.00 fine for each and every violation, and shall continue to levy fines of \$50.00 every thirty (30) days until the problem is corrected to the satisfaction of the Board. The Board may increase fine amounts at any time and/or may impose different fine amounts for multiple offenses.
2. In addition, any Condominium User who violates these rules and regulations shall be responsible for all reasonable attorney's fees and costs incurred in connection with the prosecution of any violation or enforcement of these rules and regulations.
3. The Board shall have the option but not the obligation to undertake to cure or correct any violation of these rules and regulations. Any and all costs, expenses, and fees incurred in connection with such cure or correction shall be treated as an additional condominium fee and shall be payable by the Condominium Unit Owner upon demand.
4. All Condominium fines, fees, expenses and costs in this section shall be deemed an additional Condominium fee, thereby entitling the Association to any and all priority liens to which condominium fees may be entitled under applicable law. All payments made shall first be applied against any fines and then applied against outstanding Condominium fees.
5. Failure of a Condominium Unit Owner to pay for the damage or fines arising out of the actions of his or her tenants or other guests or occupants of the Unit will give the Board the right to place a lien upon the Unit, deprive the Condominium Unit Owner or its tenants and guests of use of the common areas and limited common areas of the Condominium, suspend the offending Unit Owners' and tenants' common area and limited common area privileges and benefits, intercept and collect rent otherwise due to the Unit Owner, and/or take all other steps allowed by the Rules and Regulations or applicable law.

**J. Trash Receptacles**

Unless changed by the company collecting trash, trash will be collected at curbside every Monday except that if a holiday occurs on a Monday, then Tuesday will be the pickup day. To minimize rodents, stray animal access to garbage and inadvertent distribution of garbage throughout the common areas, the Association requires the use of rigid plastic or metal trash containers for all non-recyclable items and either the City issued or other appropriate, rigid plastic or metal container for all recyclable material.

**K. Administration**

Any consent or approval given by the Board or Directors under these Rules and Regulations may be added to, amended, or repealed at any time by the Board. The Board in its discretion, may delegate any or all of its power and duties to the Manager or managing agent, if any, of the Condominium at any time. Said delegation may also be revoked at any time.

**L. Complaints**

Complaints of violations of these rules by the Bylaws of the Association should be made to the Board through the Property Management Department or Board designee, either verbally or in writing. If the Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board as to what action has been taken.

**M. Conflict With Condominium Documents**

To the extent that these Rules and Regulations directly conflict with the Declaration or By-Laws of the Condominium, the Declaration and By-Laws shall control.

**N. Amendment**

These rules and regulations, including the imposition of fine schedules, may be amended by a majority vote of the Board, following written notice to the Unit Owners of not less than seven (7) days and an opportunity for any Unit Owner to be heard at the Board's announced meeting for action on any such proposed amendment.

## **Appendix A Satellite Dish Installation Policy**

### **1. Approval Procedures**

- 1.1 Satellite dishes may be installed at the Talons in accordance with revisions of the FCC regulations, within Limited Common Area; defined by the Declaration as the deck.  
**The Talons will comply with the unequivocal provisions of the Telecommunications Act of 1996 as amended and revised.**
- 1.2 The installation plan, including the mounting location for the satellite dish, must be submitted to the Board of Directors for review and approval **prior** to installation so as to assure the safety and aesthetic consideration of other Unit Owners. A typical review and approval cycle can take 30 days. A post-installation review will be performed to ensure conformance with the installation process.
- 1.3 The satellite dish cannot exceed 18 inches in diameter.
- 1.4 **A refundable, non-interest earning deposit of \$250.00 will be required to ensure that the common and limited common areas are restored to their original condition following removal of any satellite dish.** Upon sale of the unit, arrangement is made for this deposit between buyer and seller with written notification to the Board.

### **2. Installation Guidelines:**

- 2.1 The satellite dish must have a clear line of sight to the satellite. This means the line of sight cannot be blocked by any structures or by the future growth of trees. The Association will not remove/trim trees or branches to provide or create a clear line of sight to the satellite.
- 2.2 Only one satellite dish or two conjoined dishes per unit are permitted. Satellite dishes shall not be installed in a manner that damages or defaces the common or limited common areas.
- 2.3 The entire installation must be completely contained within the vertical and horizontal boundaries of the Limited Common Area. Installation is permitted only on the back roof of the unit.

### **3. Installation Procedures**

- 3.1 The satellite dish may not be mounted on a unit other than the unit of the satellite dish owner.
- 3.2 The Board may require the dish installation to be shielded or screened from view with material compatible with reception. The Board will determine all aspects of the screening material. All screening costs shall be borne by the unit owner.

3.3 Any and all cables require as part of the satellite dish installation shall be, to the extent possible, hidden from view. The Board of Directors shall solely determine the definition of "hidden."

**4. Enforcement Procedures:**

4.1 The Board of Directors reserves the right to remove any satellite dish not installed in accordance, or compliance, with the Talons Dish Installation Policy, and as amended. This does not apply to dishes installed prior to September 1, 2006.

4.2 The unit owner acknowledges and agrees to pay for all costs incurred by the Talons in the enforcement of the Talons' Satellite Dish Installation Policy pertaining to said unit owner's property.