

RULES and POLICIES

The Villages at Three Ponds Condominium Unit Owners Association

13 Three Ponds Drive, Brentwood, NH 03833

Vision Statement for The Villages at Three Ponds

The Villages at Three Ponds (VTP) is an “over 55” homeowners’ association that seeks to cultivate a true sense of community, active homeowner involvement and a culture of building consensus. VTP strives to provide services and amenities to meet the reasonable expectations of homeowners. The VTP governing board elected by the homeowners seeks to maintain the financial health and property values through established management practices and sound business principles coupled with striking an effective balance between the preferences of individual residents and collective rights of homeowners.

Adopted by the Board of Directors, December 2021

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GENERAL RULES

The following rules are made by the Board of Directors under its authority in the Bylaws for “making and amending Rules ...”. (VTP Bylaws, Art. III, Sec. 1).

I. Conduct and Practices

Conduct:

1. During any and all Board of Directors business meetings of The Villages at Three Ponds, Owners and Residents, along with their guests and representatives, shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.
2. Such behavior will constitute grounds for a violation to be issued to the violator(s) by management on behalf of the VTP Board of Directors. Warnings and any fines issued to the violator(s) involved for any offensive behavior outlined here will be cumulative and will remain active for the duration of the individual owner(s) tenure at the Villages at Three Ponds.
3. Code of Conduct for Board Members – see Appendix B.

Practices:

1. A majority of VTP Board of Directors must authorize, in advance, any engagement with the Attorney that will incur legal expenses for the VTP Association.

II. Drones

Drones are commonly used in aerial photography for personal, commercial and law enforcement purposes. The rules articulated below are to protect the safety and privacy of Village at Three Ponds residents.

1. Use of drones at the Villages at Three Ponds by unit owners, residents or guests is prohibited.
2. Use of drones at the Villages at Three Ponds by contractors or other service providers for work on the Unit contracted by a unit owner is permitted with the following restrictions
 - a) The drone operator must comply with all NH and federal laws and regulations and fulfill all educational and safety requirements relating to drone use.
 - b) Use of drones at the Villages at Three Ponds must be approved in advance by the Board of Directors. Exception is for realtors/inspectors using a professional drone operator, in which case a simple notification of date of such activity to the Board is sufficient.

- c) Approval will be for specific dates and time period will be limited to daylight hours only.
- d) Upon Board approval, a notification to the community will be issued via the Association's website.
- e) Airborne drones may be used only over the ponds and the adjacent paths. Drones may only be used around specific units if expressly approved by the Unit Owner and meet the requirements per rule #5f below.
- f) If the Unit Owner engages contractors or other service providers for work on the Unit (for example a real estate agent marketing the unit) and these organizations will use drones in their work the contractor/service provider must or be able to provide evidence of liability insurance at a limit of not less than \$1 million per occurrence or accident.

III. Fireworks

- 1. Fireworks of any kind are prohibited within the Villages at Three Ponds.

IV. Littering

- 1. Littering of any kind is prohibited. Cigarette butts, paper, cans, bottles, food, pet waste, and other trash is to be deposited in appropriate trash containers, and under no circumstances are such items to be dropped or left on the grounds or the streets.

V. Noise

- 1. At no time shall noise levels be excessive so as to disturb neighbors. Residents and guests are expected to be respectfully quiet between the hours of 11:00 P.M. and 7:00 A.M.
- 2. The noise rule is suspended for geese mitigation activities.

VI. Emergency Generator Testing

- 1. Generator testing is allowed between 10 a.m. and 4 p.m., Monday through Friday.

VII. Weapons

- 1. Use of firearms, air guns, bows, crossbows, slingshots, or other things as weapons is prohibited within The Villages at Three Ponds.
- 2. Only Board authorized individuals may use handheld noise launchers for goose mitigation activity.

VIII. Yard Sales

1. Yard sales, tag sales, flea markets, or similar activities are not allowed without prior Board approval.

IX. Flags, Banners, Signs, and Posters

1. A standard United States Flag* may be displayed on a unit as authorized by the Freedom to Display the American Flag Act of 2005, Public Law 109-243, and the State of New Hampshire Condominium Act, RSA 356-B.
 - a. Such a Flag no larger than 3 feet by 5 feet may be displayed.
 - b. Flag must be mounted on a standard accompanying pole, using a standard accompanying pole bracket, and affixed to the front facade of a Unit Owner's home. [For these purposes, the front facade of the home indicates a secure location of the Owner's choice from the left to the right of the home facing the street or common driveway.]
 - c. The US Flag may not be mounted to the exterior of any other part of the home or displayed on a separate flagpole installed in the ground adjacent to a Unit Owner's home.
 - d. No other flag, banner, sign, or poster will be allowed to be displayed on or around a Unit, with the following exceptions:
 - i. One small or medium-sized welcome sign may be placed on the Unit's front steps or front porch
 - ii. One real estate sign may be displayed on the front lawn of a Unit when it has been listed for sale.
 - iii. American flag bunting and/or a full-sized American flag may be displayed in the front or back of Units for no more than one week for the following holidays: Memorial Day, Flag Day, July 4th, Labor Day, and Veterans Day. (This is in addition to an American flag that may already exist on the front of a Unit.)
 - iv. A garden-type flag, typically 12"x18", seasonal and/or decorative in nature with no reference to political, religious, institutional or commercial affiliations. Limit 1 per Front Planting Bed.
 - e. If there is any confusion to how this rule may apply, the Owner is encouraged to reach out to the Board for assistance.
 - f. *For additional information concerning the US flag, see: [uscode.house.gov](https://www.uscode.house.gov). In Title 4, the standard US Flag is described as having "thirteen horizontal stripes, alternate red and white, and a union consisting of white stars on a field of blue."

X. Trash and Recycling

1. Trash and recycling must be placed at or near the end of the driveway on the day of collection, or the evening prior to collection, without blocking the sidewalks.
2. Containers must meet the Town of Brentwood's requirements. Trash and recycling containers must be returned to the unit's garage on the day of collection.
3. Any debris that may fall out of the trash receptacles due to animals, wind, snow, or the collection process is the responsibility of the Unit Owner to remove.

XI. Outdoor Furniture, Grills, and Fire Pits

1. Commercially available standalone/unattached patio furniture (seating, tables, bar, etc.), umbrellas, grills, and fire pits can be used, at the Owner's risk, and kept in the unit's Yard or on a deck.
2. Covered deck boxes / cushion or other storage containers of standard/reasonable size for outdoor furniture cushions and other patio/backyard related uses are allowed in the Yard/Unit.

XII. Pond Usage

Note: Although RSA 508:14 prohibits liability to the landowner for recreational use, which includes pond use, statutes do not stop someone from bringing legal action, which can have negative impact on our insurance costs.

1. Prohibited usage by owners/residents, guests and members of the public
 - a. **Swimming in the Ponds**
Swimming is prohibited in ponds due to safety concerns (entanglement with underwater irrigation and fountain cables) and liability impact on the Association.
 - b. **Boats, Canoes and Kayaks**
The use of boats, canoes, kayaks or any other form of water vehicle is prohibited due to liability impact on the Association.
 - c. **Pond Use in Winter**
Use of the ponds in the winter for any activity, such as, skating, ice hockey or ice fishing, is prohibited due to spring fed currents that can produce varied ice conditions and liability impact on the Association.
 - d. **Other**
Any other activity not specifically authorized by the Board, such as, radio-controlled water devices.
2. Permitted usage:
 - a. **Boat**

- i. Such use by the Maintenance Committee for purposes of installing and removing the fountains, maintenance of the shore line vegetation or any other board-approved activity beneficial to the Association.
- ii. Such use is permitted by the Association's pond management vendor for performing their contracted services.

b. Fishing

Fishing from the banks of the ponds by owners/residents and guests only. The ponds are private property, and the public is not permitted access or fishing rights.

XIII. Smoking

1. Smoking and the use of electronic cigarettes, vaping devices, and similar items are not allowed in the clubhouse, patio, pool area, pickleball courts, or the clubhouse grounds.
2. Residents who choose to smoke should ensure their smoking materials are not discarded on Association property and are responsible for the conduct of their guests regarding smoking.

XIV. Rodent Trapping

1. Any rodent trapping in The Villages at Three Ponds will follow all New Hampshire regulations and statutes.
 - a. In the Limited Common Area, a Unit Owner will have responsibility for this trapping.
 - b. In the Common Area, the Association will have responsibility.

XV. Hanging Items and Clotheslines

1. No clothing, laundry, rugs or other similar objects shall be hung from any window, railing or exterior portion of a Unit or otherwise left or placed in such a way as to be exposed to public view.
2. Outdoor temporary or permanent clotheslines are not permitted.
3. Hanging of decorative items, such as, hummingbird feeders, hanging plants/flowers, etc., on porches/decks, including railings, are permitted. Wind chimes are limited to one (1) per unit.

XVI. ATVs and Golf Carts

1. ATV's, golf carts, and similar vehicles owned or operated by Owners/Residents:
 - a. Are not to be used on the VTP walking trails
 - b. Must be insured for liability by the Owner

- c. Must have a current Certificate of Insurance on file with the VTP Managing Agent
Grandfathered: Golf Cart parking spot installed by the Developer at 7 Sunset Lane was approved by the Developer.¹

XVII. Clubhouse and Amenities

These are covered by a separate document, VTP_Clubhouse_Rules, which is available on the VTP website. Contained in this document are the following:

- a) Clubhouse Rules
- b) Pool Rules
- c) Pickleball Rules
- d) Fitness Room Rules

XVIII. Winter Holiday Season Decorations

1. During the winter holiday season, Owners and Residents may place holiday decorations and lights on their porches and in their windows.
 - a. Non-blinking lights only
 - b. The fascia board (below the roofing shingles) may be decorated
 - c. One tree in front of a Unit may be decorated
 - d. The Association may decorate the gazebo
 - e. Not permitted:
 - i. Blinking lights
 - ii. Decorations that emit music or other sounds
 - iii. Decorations on Unit roofs
 - iv. Inflatable decorations
 - v. Projection systems

¹ In some instances, permission may have been granted to Unit Owners either by the Board of Directors or the Developer for modifications to a Unit or use of the Limited Common Area or Yard appurtenant the Unit that currently conflict or are inconsistent with a particular rule(s). The rule(s) shall not apply to such Unit Owner or "grandfathered" if the permission was granted prior to promulgation of the rule(s) and is supported by written documentation (e.g., letter or email from Board or Managing Agent, Board minutes or correspondence with the Developer) provided that if the modification or use is other than permanent the rule(s) will apply to the Unit upon transfer of ownership. Plantings in the front mulched area, along the side of a Unit or in the Yard are considered permanent modifications or use.

- f. Decorations may be installed four weeks prior to your holiday and must be removed four weeks after the holiday.

XIX. Outside Storage

1. There will be no outside storage by Unit Owners of any kind in the Common or Limited Common areas (with the exception of a unit's appurtenant Yard) – see corresponding section "Outdoor Furniture, Grills, and Fire Pits".
2. Outside storage by the Association is allowed in Common Areas as necessary for the operation and maintenance of the Association. This may include, but is not limited to, a storage shed for pool supplies.
3. Storage sheds are not allowed in the Limited Common Area.
4. Grills, lawn furniture, benches, chairs, tables, and other similar items shall not be left outside in the Limited Common Area, except for the Yard, when not in use.
5. No unregistered vehicles shall be parked in the driveways.
6. Motorcycles, minibikes, bicycles, sporting goods, commercial trucks, motor homes, RV campers, boats, snowmobiles, golf carts, or ATVs, shall not be parked outside overnight without prior permission of the Board.
 - a. Exception: Motor homes or RV campers may be stored overnight when the Owner is preparing to depart or upon return from a trip.
7. Overnight vehicle parking is not allowed on the roadways, according to the Town of Brentwood police.
 - a. Owners may temporarily park their vehicles in front of the clubhouse should their driveway and garage not be available.
 - i. The make, model and license plate number shall be provided to the Managing Agent in the event the temporary parking at the clubhouse is necessary for more than one day.

XX. Pets

1. No animal, other than common household pets, without the consent of the Board, shall be kept or maintained on the Property, nor shall common household pets be kept, bred or maintained for commercial purposes on the Property.
2. Any orphaned or injured wildlife shall not be taken into homes and must be referred to a licensed wildlife rehabilitator or NH Fish and Game.
3. Pets shall not be permitted outside of the Units, anywhere on VTP property, unless they are accompanied by an adult person and carried or leashed.

4. 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 maintenance of said pet and any costs incurred by the Association in enforcing the Rules.
5. Pets are not allowed inside the Clubhouse, patio, the pool area, or pickleball courts except for qualified Service Animals.
6. Owners must immediately clean up all Common Land and Limited Common Areas after their pets.

XXI. Landscaping, Plantings, and Decorations

The Association landscaping, including the design and selection of plantings in the Front Planting Bed of each Unit, and trees between Units and in front of Units, is intended to provide uniformity in the overall appearance of the Association that is complementary with the design and layout of individual Units, and Association facilities and amenities. This is consistent with the vision of the Association, as stated on the cover of this document, that it “seeks to cultivate a true sense of community.” However, that vision also incorporates the principle of “striking an effective balance between the preferences of individual residents and collective rights of homeowners.”

The Association landscaping maintenance is limited to lawns, the original plantings in the Front Planting Bed of the Units, the trees between the Units, and the trees planted in front of the Units. However, Unit Owners may at their own expense, including cost of future maintenance, make landscaping changes as set forth and described in Section 1 below.

For purposes of these Rules:

“Plantings” are live trees, shrubs, perennials and annual flowers that are planted in the ground in planting beds. Artificial plants of any kind are not permitted in planting beds.

“Limited Common Area” means a portion of the Common Area owned by the entire Association but reserved for the exclusive use of the Unit Owner. The Front Planting Bed is a part of the Limited Common Area.

“Front Planting Bed (FPB)” – The mulched area in front of the Unit that was installed by the developer.

The **“Yard”** is the area at the rear of the Unit in which the Owner has limited options for adding flowers and other plantings. The width of any given Unit’s concrete foundation at its widest point (excluding any bulkhead, deck, or uncovered porch on the side of a unit) will determine the width of the Yard that may be utilized by the Unit Owner. The land at the rear of the concrete foundation under a Unit’s roof line is considered part of the Unit while the land under any elevated deck is considered part of the Yard. The depth of the Yard usually is measured by extending rearward from the concrete foundation to the common land boundary line, or a no-cut line, or a septic setback or

wetland setback or open space line of such similar boundary, whether prescribed on a plan, by state or town regulation or by deed restriction or by rule promulgated by the Association, beyond which no improvement or household activity may take place thereon. In the case where Units back up to each other (e.g., James Circle) a half-way measured mark will be the line of demarcation. Yard dimensions may vary based upon a Unit's lot and placement of the Unit on the lot. Where there are questions a Unit Owner should contact the Association's managing agent to arrange for the Board to verify the depth of the Yard to be determined for their lot if decks, patios, or rear shrubs are planned.

The Unit's front steps and front porch are not subject to this rule except as otherwise specifically noted.

A Unit Owner will notify the Board before making changes in the Front Planting Bed (in accordance with Section 1.a below). The Board or its Agent will be tracking these changes throughout the Association to monitor compliance.

All Unit Owners will make use of Dig Safe when digging and planting anywhere around their units. <http://www.digsafe.com>

Changes beyond the scope of those allowed by these Rules will be considered by the Board of Directors only under extenuating circumstances.

1. Plant Landscaping in the Front Planting Bed (FPB) - which is a Limited Common Area

Unit Owners have two choices based on criteria from the Board of Directors:

- a) Unit owners may take control over all of the FPB plantings as described in subsection (a.) below. These units are identified for the association's landscapers with Green Flags at the front edge of the bed.
- b) Unit owners may choose to leave the entire FPB plantings up to the association or make minor changes to perennials and annuals as described in subsection (b.) below.

Unit owners may switch options under the following circumstances:

- New owner
 - No more than twice a year
 - Life changes affecting one's ability to remain in option (a.)
- a. The points in this subsection are for the Unit Owner who replaces the developer's shrubs/bushes either **partially** (one or more shrubs) **or in full** or who adds additional shrubs/bushes with non-standard varieties (see Appendix A):

- i. Plantings in the Front Planting Bed are to remain a “shrub” planting bed by original design.
- ii. Unit Owners may plant, at their own expense, low growing shrubs, mainly dwarf varieties.
- iii. One topiary style dwarf ornamental tree (e.g., Tardiva Hydrangea) may be planted in this area provided that it is pruned back dramatically at the end of the fall season. It may not exceed 7 feet in height at any time.
- iv. All other plantings must be maintained and trimmed annually by the Unit Owner to stay below 3 feet in height.
- v. The Association’s landscape contractor of choice will have no responsibility to maintain the Front Planting Bed once it has been replanted by the homeowner except that weeding and mulching will still be done by the Association landscaper if requested by the Owner.
- vi. Any shrubs planted by the Unit Owner that die must be replaced by the Unit Owner at their own expense and in a timely manner. When unit owners have taken responsibility for the front planting bed, they must also replace, at their own expense and in a timely manner, any original shrubs that have been planted by the developer/association’s landscaper and have died.
- vii. The criteria in this subsection will transfer to subsequent Owners upon transfer of the deed. The new owner, however, is permitted to revert to option (b), to allow the buyer access to full landscape services provided by the Association landscaper, by notifying the Board or its Agent. The association’s landscapers will resume trimming of any shrubs/bushes. Any replacement of dead plants (shrubs, bushes, perennials) will only be replaced by the association’s standard plantings. There will be no continuation of any specialized plants from the prior owner.
- viii. If the Unit Owner hires their own contractor to perform trimming or other landscape related tasks within the Limited Common Area, the Unit Owner must submit to the Board of Directors or managing agent an insurance certificate showing liability and Workers Compensation insurance before beginning any work.
- ix. No activity by a Unit Owner’s own contractor may alter, damage, threaten, modify, or restrict any area outside of the original Front Planting Bed, including driveways, lawns, or sprinkler systems. Any such alteration must be restored at the owner’s expense.
- x. Plantings other than shrubs in the Front Planting Bed may include nursery-grown perennials, whether existing or new. Plants which multiply over time must be thinned annually to fit the allocated space. Perennial selections should be made to contrast and complement its surroundings. The Front Planting Bed is to remain a “shrub” planting bed and not become a complete perennial bed.

- xi. Annual flowers or spring bulbs, such as daffodil, hyacinth, tulip, etc. (up to 3 feet in height at maturity) are allowed in the Front Planting Bed.
 - xii. Subject to the requirements in Section 2, Decorative Landscaping in the FPB, the surface mulch to be used must be what the Association landscaper installs in the spring of that given year. If a Unit Owner does their own replanting after the mulch has already been spread the Unit Owner must contact the Association landscaper to apply new mulch to match what was spread in the spring. Any additional mulch needed would be at the unit owner's expense.
 - xiii. Any plantings or trees that die must be replaced by the Unit Owners in a timely manner.
 - xiv. There will be no reduction in HOA fees for Owners who follow the above section.
- b. The points in this subsection are for the Unit Owner who does NOT change any of the developers' shrubs/bushes whatsoever and who does not add additional shrubs/bushes:
- i. Adding or replacing perennial plants compatible with the original developer/association's plants (see Appendix A) is permitted. Plants which multiply over time must be thinned annually to comply with this limit. Perennial selections should be made to contrast and complement their surroundings.
 - ii. The Front Planting Bed is to remain a "shrub" planting bed and not become a complete perennial bed.
 - iii. Annual flowers or spring bulbs, such as daffodil, hyacinth, tulip, etc. (up to 3 feet in height at maturity) are allowed in the Front Planting Bed and must be maintained, and annuals removed by the Unit Owner as the season dictates. The Association landscape contractor will weed and maintain the area as well as trim the original developer/association's plantings within the Front Planting Bed.
 - iv. The Association is responsible for timely replacement of shrub plantings within the Front Planting Bed and trees within the Limited Common Area at the Board's direction. Unit Owners utilizing subsection b are not allowed to replace bushes and trees within the Front Planting Bed.
 - v. Subject to the requirements in Section 2, Decorative Landscaping in the FPB, the surface mulch to be used must be what the Association landscaper installs in the spring of that given year. If a Unit Owner does their own planting of perennials, annuals and/or bulbs after the mulch has already been spread then the Unit Owner must contact the Association landscaper to apply new mulch to match what was spread in the spring. Any additional mulch needed would be at the Unit Owner's expense.

2. Decorative Ground Cover Landscaping in the Front Planting Bed (FPB) - which is a Limited Common Area

Unit Owners have two choices based on criteria from the Board of Directors:

- a) Unit owners may take control over all of the ground cover of the FPB as described in subsection (a.) below. These units are identified for the association's landscapers with Blue Flags at the front edge of the bed.
- b) Unit owners may choose to leave the entire FPB ground cover up to the association as described in subsection (b.) below.

Unit owners may switch options under the following circumstances:

- New owner
- No more than twice a year
- Life changes affecting one's ability to remain in option (a.)

a. The points in this subsection are for the Unit Owner who replaces the developer/association's ground cover.

- i. Owner is responsible for all costs associated with changing the ground cover and maintaining the new material.
- ii. Two options are permitted.
 1. Permanent solution – owner's choice of stone
 2. Continued maintenance solution - hemlock mulch
Hemlock is recommended as it provides the best (but not permanent) solution that is available in our geographical area.
- iii. Landscape vendor will continue with standard weeding/trimming.

b. The points in this subsection are for the Unit Owner who utilizes the developer/association's ground cover.

- i. The Association is responsible for all costs associated with changing the ground cover and maintaining the new material.
- ii. Two options are permitted.
 1. Permanent solution – Econo Blue ¾" stone
 2. Continued maintenance solution – landscaper's mulch
Hemlock is recommended as it provides the best (but not permanent) solution that is available in our geographical area.
- iii. Landscape vendor will maintain a thin layer of mulch with yearly raking and multi-year removal and replenishment and continue with standard weeding/trimming.

3. Plantings in the Limited Common Area Next to The Unit

Low-level shrubs, bushes, vegetables, herbs, and annual or perennial flowers (up to 3 feet in height at maturity) are allowed along the sides of a Unit in an area extending no more than 36 inches from the foundation. The ball of the planting must be within the 36-inch space, and the planting shall not extend beyond 36 inches and shall not impede the landscape contractor from easily completing mowing, fertilizing, sprinkler maintenance, and related activities.

Planter boxes, either ground level or above ground, are permitted, as long as they are contained in a mulched or hardscape area that shall not extend beyond 36 inches and shall not impede the landscape contractor from easily completing mowing, fertilizing, sprinkler maintenance, and related activities.

The Unit Owner shall be responsible for mulching, weeding, and trimming of the plantings. Plantings that impede the landscape contractor, or that are not mulched, or otherwise maintained to stay within the height limitations, may be removed at the Board's direction and at the Unit Owner's expense.

Irrigation lines are installed along the sides of the Units, typically 6 to 12 inches from the foundation. Repair of damage to the irrigation system as the result of Unit Owner's planting activity will be the responsibility of the Unit Owner. Irrigation lines must be repaired or relocated by the Association irrigation contractor at the Unit Owner's expense.

For Units that have boulders or retaining walls on the side of their Units, plantings are permitted by the retaining walls beyond the 36-inch foundation perimeter according to the above criteria.

Unit Owners may install stone or mulch landscaping, with a controlling border, extending up to the foundation, around the generator and or air conditioning condenser.

4. Plantings in the Limited Common Area Next to the Yard and in the Yard

Shrubs, bushes, vegetables, herbs, and annual or perennial flowers (up to 8 feet in height maturity) are allowed anywhere in the Yard and in an area extending no more than 48 inches from the side of the Yard. The ball of the planting must be in the 48-inch space and the planting shall not extend beyond 48 inches and shall not impede the landscape contractor from easily completing mowing (with a mower up to 60 inches wide), fertilizing, and related activities. A typical use of such plantings is to provide a privacy barrier and/or beautification of the unit's personal space.

For units with a backyard that abuts a wooded area within the VTP property or abuts a VTP property boundary, small trees (up to 10 feet in maturity height) are permitted within, but at the front edge, of any abutting wood line.

In the event that the irrigation lines require relocation this must be done by the Association irrigation contractor at the Unit Owner's expense.

5. Plantings in the Limited Common Area Next to adjacent Yards

For units with a backyard that abuts a wooded area within the VTP property or abuts a VTP property boundary, plantings (shrubs, bushes or perennials, (up to 8 feet in height maturity) are permitted within a 48" area in front of the wood or property line. A typical use of such plantings is to provide beautification of the Limited Common Area between Units. Each unit owner is responsible for half the separation between units.

Small trees (up to 10 feet in maturity height) are permitted within, but at the front edge, of any abutting wood line.

6. Trees

Unit Owners may not plant trees in the Limited Common Area or in the Yard, except within the Front Planting Bed as defined in Part 1.a of this Rule or in LCA next to adjacent yards as defined in Part 5 of this Rule.

Grandfathered: The small, ornamental trees planted in the Yard at 8 Sunset Lane and the side Yard at 26 Three Ponds Drive were approved by the Developer.¹

7. Bird Baths in the Front Planting Bed

Unit Owners may place a single bird bath in the Front Planting Bed with Board approval. The request shall include a picture, or sketch/description, with the bird bath's dimensions. The Unit Owner must maintain/clean the bird bath to minimize the potential of insects breeding. A water circulator or "bubbler" is permissible. A Bird Bath must not be used as a pedestal for any other item.

8. Planters/Pots and Similar Decorative Items

No more than a few small decorative items are permitted in the Front Planting Bed. One small bird house, hummingbird feeder, and/or decoration, hanging from the tree planted in the Front Planting Bed is permissible. There are no pots of any kind allowed in the Front Planting Bed (the front walkway and porch stairs are not part of the FPB).

Planters and/or pots are permitted adjacent to the garage entrance as follows:

- Two for units with one vehicle garage door
- Three for units with two vehicle garage doors

9. Projection Lighting of Landscape Trees

Projection lights are allowed when used to highlight landscape trees in front of a Unit. Projection lights are not allowed on the trees between Units. The lighting must be positioned up from the tree base and placed so as to not be seen by passing vehicles, nor be intrusive to a neighbor's home. This is achieved with a "collar" around the light source so it can be focused up to the tree trunk and foliage.

The lighting should not interfere with any on-going maintenance tasks by the landscape contractors and should be buried in accordance with the Town of Brentwood requirements. Unit Owners should review New Hampshire RSA 374:48, "Underground Facility Damage Prevention System," prior to beginning any excavation activity. Unit Owners are responsible for any damage to the irrigation system caused by the installation of the lighting. Repairs will be made by the Association irrigation contractor at the Owner's expense. The VTP Homeowners Association and the landscaping contractor are not responsible for any damage to a Unit Owner's lighting installation that occurs during normal landscaping activities.

The allowed lighting is LOW VOLTAGE (12v) LED with 3000k "Warm White" color temperature. Specifications & equivalents are listed below. This application allows for low voltage systems only, and the installation does not require a licensed electrician to install a plug-in device, or to lay wiring which is typically 6" in depth. If the solar power option is preferred, the same 3000k color temperature and intensity (lumens) lights and collar are required to maintain uniformity in the community.

Specifications: The following specifications are intended to achieve the desired uniform lighting effect. Equivalent lighting fixtures and systems may be used. Unit owners may choose to hire a professional landscape company to install their own commercial systems.

LED Bulbs:

3000k - 410 Lumens

40-Degree Beam Angle

Transformer: Compatible with fixture and LED bulb quantity

Wiring: (depending on length & wattage) 14/2 or 16/2 stranded, landscape low-voltage underground cable.

10. Solar Lights

Solar lights are allowed along the sides of the Unit, when required for safety reasons, to support transit to the rear of the Unit.

11. Hose Reels

Hose reels may be placed beneath, or mounted on a Unit at or near, an exterior faucet. Hose reel storage is not allowed in the driveway or the Limited Common Area in front of a Unit.

12. Fences, Arbors, Canopies, Trellises, and Pergolas

Unless approved by the Board of Directors or previously installed by the Developer, fences, arbors, canopies, trellises, pergolas and similar structures are not allowed in a Unit's Limited Common Area, in the Yard, or in the Common Area. Exception: a simple "trellis" or support system for a single potted annual climbing plant is permitted.

The pergola/canopy at 21 Three Ponds Drive was approved by the Declarant appointed Board.¹ Per a subsequent board: it may be constructed annually, no earlier than April 1, and it must be removed in its entirety no later than November 1.²

13. Lawn Fertilization

Unit Owners are not permitted to fertilize the Limited Common Area and the Common Area. Fertilization must be left to our landscape vendor and, in some instances, the Maintenance Committee in order to maintain consistency and avoid potential over-fertilization and/or pond water issues.

XXII. Architectural Conformity and Modifications to a Unit

The Board has the responsibility to ensure that architectural conformity is maintained throughout the Association.

1. Unit Owners who desire to make modifications to the exterior of their unit shall obtain prior review and approval from the Board for architectural conformity.
 - a. Any requests should include a description with pictures, drawings, sketches, plans, or references that would support understanding of the modification, and include the Building Permit number issued by the Town of Brentwood. Refer to the Town website: <https://www.brentwoodnh.gov/entity/building-inspector-3>.
 - b. Changes to the unit's siding must not deviate from the standard (or similar) color palette originally offered by the builder. The builder's standard is: CertainTeed's MainStreet colors.
2. Unit Owners must submit to the Board of Directors or Managing Agent an insurance certificate showing Liability and Workers Compensation coverage before beginning any work.
3. Patio and Deck Addition or Modifications
 - a. Patio and deck additions or modifications require Board review and approval to verify that the modifications will not extend beyond the unit's Yard.
 - b. The design of the patio or deck does not require Board review and approval if it is similar in design and composition as those installed by the Developer.
 - i. Exception: Cable systems may be used in lieu of balusters on decks.
 - ii. Note: Redwood, or other non-vinyl decks and stairs are not allowed.
4. Sunshade Fabric Roll-Down Screens
 - a. Sunshade fabric roll-down screens on the front porch require Board review and approval using the following criteria for Architectural Conformity:
 - b. Screens should be from post to post; either one full screen or multiple screens that are attached from one post to another.

- c. Screens should be the same color as the house screens (Charcoal) or the house trim (White).
- d. Screens should be mounted from the inside of the frieze beam and should reach the porch deck or railing.
- e. Screens should be attached to the porch railing, post or decking when deployed.
- f. Screens should remain in the “up” position and hidden from sight when not in use.
- g. No Screens may be placed at the front steps.
- h. Screens must be removed or secured during serious storms such as Nor’easters, Hurricanes, Tornados or other severe weather.

5. Patio Roll-Down Awnings

- a. Sunshade fabric roll-down awnings on the yard patio require Board review and approval using the following criteria for Architectural Conformity:
- b. Awnings should be securely attached to the unit per manufacturer’s installation instructions.
- c. Awnings should remain in the “up” position and hidden from sight when not in use.

6. Sewer Roof Vents

The use of a vent cap on unit roof sewer vents is permitted.

7. Modifications that do not Require Board Review and Approval:

The Unit Owner may make the following modifications, similar to those that were offered or made by the Developer, 3 Ponds, LLC, without requesting approval by the Board.

a. Front Storm Doors:

- i. Installation of a white, full-view storm door. The door may have an internal screen, such as the Larson models installed by the Developer, or a full glass model as made by Larson or Anderson.
- ii. Doors with half metal facings are not allowed.

b. Front and Rear Steps, Posts and Beams:

- i. The side boards of the front and rear steps, and the exposed posts and beams may be painted white (acceptable color is Sherwin Williams Ultra White) or covered with white AZEK of the same color the builder used on the steps and porches.

c. Front Porches and Front Steps:

- i. In the area under front porches and steps, no more than 24” of lattice combined with trim boards is allowed

1. Measurement is from the dirt/aggregate to the bottom of the porch deck.
 2. AZEK or similar materials must be used.
- d. Rear Porches/Decks and Rear Steps:
- i. In the area under rear porches/decks and steps, no more than 48" of lattice combined with trim boards is allowed.
 3. Measurement is from the dirt/aggregate to the bottom of the porch deck.
 4. AZEK or similar materials must be used.
 5. Deck posts may be painted white to match the trim of the units.
 6. Decks higher than 48" from the dirt/aggregate to the deck board are not allowed to have lattice or additional trim boards installed.
 7. NOTE: After 12/14/2022, the installation of any lattice or trim that is larger than the above limits will need to be removed at the owner's expense.
- e. Gutters and Downspouts
- i. Gutters and downspouts, which are white and similar in design to those installed by the Developer on the front of the units.
- f. Porch and Stair Railings
- i. Porch and stair railings that are white and similar in design to those that were installed by the Developer.
- g. Whole House Generators
- i. Whole house generators that are similar to those installed by the Developer.
 - ii. The generator must be installed on a pad as recommended by the manufacturer and in a containment similar to that installed by the Developer.
 - iii. The generator must be located five feet from any opening in the wall of the Unit, or 18 inches from the Unit, and ten feet from the propane tank.
 - iv. The propane supply line from the propane tank to the generator must be routed two feet underground with the top 6 inches around the gas pipe being sand. The unit owner is responsible for any repairs required for this supply line.
 - v. The electrical installation shall be in accordance with NEC 2017.
 - vi. The Unit Owner shall obtain the required permits from the Town of Brentwood, and have the installation performed by a licensed contractor in accordance with Brentwood codes.
- h. Hot Tubs
- i. Hot tubs may be installed on patios in the unit's Yard.
 - ii. The electrical installation shall be in accordance with NEC 2017.

- iii. The Unit Owner shall obtain the required permits from the Town of Brentwood, and have the installation performed by a licensed contractor in accordance with Brentwood codes.
- i. Exterior Bulkheads
 - i. Exterior bulkheads may be painted to match the color of the unit siding or a shade of gray to blend in with the concrete foundation.
 - ii. Note: proper painting of the builder's installed bulkheads is required in order to validate the manufacturer's warranty.
- 8. Units with walkout basements or access to a patio on the side: Some units were constructed with walkout basements, or access to a patio, on the side of the unit due to the topography of the lot.
 - a. Unit Owners who have a side walkout and desire to install a patio must present their plans to the Board for review and approval.

XXIII. Driveway Maintenance and Repair

- 1. Sealcoating will be performed by the Association on an as-contained basis.
- 2. To maintain a standard appearance throughout the community, Owners are not allowed to apply sealcoating to their driveways.
- 3. Units that have additional parking spaces, or that park vehicles outside their garage may experience accelerated deterioration due to fluid leaks.
 - a. Should such degradation be identified, the driveway, parking area or turn around pad will be repaired or replaced by the Association at the owner's expense.
 - b. Owners are not allowed to complete repairs or replacement of the unit's driveway.

XXIV. Damage To Common or Limited Common Areas

- 1. It is the responsibility of the Unit Owner to repair, or have repaired, any damage that they, or their contractor, agent, family member, or guest causes to the Common or Limited Common Areas.
- 2. All repairs, and replacements shall be substantially similar to the original construction and installation, be of first-class quality, and be completed within a reasonable time of damage occurring.

XXV. Maintenance/Modifications to Common or Limited Common Areas

1. Only the Board and Board authorized individuals (e.g., Maintenance Committee) are authorized to maintain, or repair or to make any improvements or modifications to the Common or Limited Common Areas.

POLICIES

I. Public Emergency Policy

1. In the event of a declared Public Emergency in our region (i.e., pandemic, natural disaster, or other public emergency), the Policy of The Villages at Three Ponds (VTP) will be to adhere to guidelines and advisories issued by the legally prevailing authority.
2. Such emergency guidelines and advisories will supersede any rule(s) published in the Rules and Policies or Handbook documents of The Villages at Three Ponds.
3. The Board of Directors will communicate with VTP Owners and Residents as to the impact and effect of such emergency guidelines and advisories.
4. It is not the intent of the BOD to create guidelines that are outside its expertise and scope and will defer to the State level experts on such matters.

II. Fallen Tree Policy

Course of Action by Unit Owner

In the event a tree falls and damages a Unit Owners Home and/or Automobile:

- **FIRST:** the Unit Owner should contact their insurance agent. Unit Owner should report said damage to their Homeowners and / or Automobile Insurer. The insurer will manage the process of the tree removal as well as the repair of any damage to the Unit Owners Home and/or Automobile and should pay for the damages as well as the reasonable expense to remove any fallen tree from their premises.
- **SECOND:** the Unit Owner should contact the HOA Managing Agent and explain what occurred.
- **THIRD:** Both of the above need to be done concurrently, and in a timely manner.
- Once reported to the Managing Agent, the VTP Board and Managing Agent will determine if the tree involved is VTP's, VTP should report the situation as an "incident only" with the HOA insurer as the issue of legal liability may be in question, which will be incumbent upon the Unit Owners Insurer to prove and initiate the subrogation process against VTP's Insurer or the neighboring property owner's insurer.

Liability (informational use only)

If a tree on VTP common area / property or a tree from a neighboring property falls and damages a Unit Owners Property (house, auto, etc.), VTP or the neighboring property owner may be held liable for the damage.

- However, if the tree was healthy and fell due to an act of nature, such as a storm, normally VTP or the neighboring property owner would not be responsible for the damage .

- If the tree was unhealthy and VTP or the neighboring property owner failed to maintain it, VTP or the neighboring property owner may be held liable for the damage caused by the fallen tree.

Please note, laws regarding tree damage liability vary by state. However, NH's law is similar to what is noted above.

Coverage (informational use only)

VTP through its General Liability Policy has "property damage" coverage, which is defined as physical injury to tangible property, including all resulting use of that property. Coverage is applicable in claim situations where VTP is legally obligated to pay such damages.

It would be inappropriate to make firm commentary on Unit Owner Coverage without a review of specific coverage language. However, with that said, in general if Unit Owners have HO-3 Coverage or better on their home they should have coverage unless there is a specific exclusion in their Homeowners Policy for falling trees, which would be unusual. For damage to an Automobile, Comprehensive Coverage should respond to damage caused by a fallen tree.

- Any fallen tree landing on VTP grounds that does not impact a Unit Owners Home and/or Automobile will be removed by the VTP homeowners' association.

Note: If there is no legal liability on the part of VTP or a neighboring property, the Unit Owner will be responsible for their deductible.

III. Complaints, Violations, Fines, and Appeal Process

Guiding Principles

The goal of The Villages at Three Ponds Association is to create and maintain a harmonious community where owners are respectful of the rights and privacy of other owners, coupled with necessary rules and standards that are reasonable, clear, and interpreted, applied and enforced consistently and uniformly with an explanation where there is a violation.

Complaints

Complaints by owners concerning violations of the Declaration, Bylaws, or the Rules and Policies (Governing Documents) may be submitted to the Managing Agent in writing via U.S. Mail, email or through the Association website. The Managing Agent will inform the Board of Directors (Board) of a complaint or a violation, and the Board will investigate the matter following which a response will then be forthcoming to the complainant. The complaint process is anonymous, and complaints are not shared with other owners.

Violations, Fines and Appeals

The intent of the Violation and Fine Process is to promote the timely restoration of compliance with the Governing Documents. The process typically involves an initial notification, a review

process and a reasonable time to comply. If an owner fails to comply, at the discretion of the Board, fines may be imposed or other actions taken.

The Board has established the following procedure to allow owners who disagree with the Board that they have violated the Governing Documents or who believe they were denied their individual rights under the Governing Documents or RSA to appeal to the Board.

Appeal Procedure

An “appeal” is a claim by an owner that they disagree that (i) they have violated the Governing Documents resulting in a warning or fine or (ii) that the Board denied them their individual rights as defined in the RSA or Governing Documents.

Step 1 Filing Appeal: The owner shall file a written appeal with the Managing Agent within seven (7) days of (i) notice of a violation or (ii) denial of their individual rights as an owner. The filing of a timely appeal shall result in an automatic suspension of the enforcement of the warning, fine and/or other mandated action. The owner may conduct the appeal in writing or through a request for a meeting with the Board. In either case, the owner must provide the facts and reasons (i) why they are not in violation or (ii) how the Board denied them their individual rights.

Step 2. Review of Appeal: If the owner files a written appeal the Board will review the basis for the appeal or assign the review to an individual(s), who will report the results of their review to the Board. If the Board finds that the appeal has merit it will withdraw the violation notice or allow the owner to exercise the individual rights they were denied.

Step 3. Resolution: If the Board finds that the written appeal lacks merit, it may attempt to resolve the appeal informally through a meeting with the owner or may assign resolution efforts to an individual(s). If a resolution is achieved it shall be confirmed in writing with an agreement for compliance that may include modification of the enforcement penalties (subject to the approval of the Board) and signed by the owner.

Step 4. Final Action by Board: If the Board finds that the appeal lacks merit and cannot be resolved informally, it will make a final decision. The Board shall hold a hearing at the request of the owner. A decision of the Board denying an appeal shall be confirmed in writing, will be final and binding and may be enforced with a fine or other mandated actions.

Non-Compliance with a Final Decision of the Board of Directors

Failure of an owner to comply with the decision of the Board denying an appeal shall be grounds for it to seek enforcement and/or take action to recover any legal or attorney’s fees required to bring the owner into compliance with the decision.

Appendix A Standard Front Planting Bed Plants

House Design A

Bradford Pear

~~Rhododendron Purple Gem 3G~~ replaced with Delaware Valley White Azalea

Andromeda Mtn Fire

Spirea Gold Flame

Coral Bells Black Sea

Daylily Barb Mitchell

Hosta Pizzaz

White Swan Echinacea

Arrow-wood Viburnum

House Design B

Plum Tree or Royal Raindrop Crabapple

Cypress Gold Mop

Viburnum Arrow-wood

~~Rhododendron Purple Gem 3G~~ replaced with Delaware Valley White Azalea

Spirea Snow mound

Mugo Pine

PJM

Astilbe

Black-eyed Susan

Daylily Chicago

Daylily Fragrant Returns

Hardiness Zone: between 5b (-15°F to -10°F) – preferred
and 6a (-10°F to -5°F)

Substitutes of similar varieties for perennials and shrubs are permitted.

Appendix B
Code of Conduct for Board Members

WHEREAS, the Board of Directors ("Board") of The Village at Three Ponds Association ("Association") has the authority and responsibility to make decisions for the benefit of the entire community, and

WHEREAS, the Board wishes to ensure that it and its individual Board members ("Board Member") maintain a high standard of ethical conduct in the performance of the Association business, and to ensure that the Association's members maintain confidence in and respect for the entire Board,

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of the Association hereby adopts the following rules of conduct, standards of behavior, ethical rules, and enforcement procedures that are applicable to all members of the Board:

1. Board Members shall act in the best interest of the Association as a whole.

Board Members serve for the benefit of the entire community, and shall, at all times, strive to do what is best for the Association as a whole. Board Members shall not use their positions for private gain, for example:

* No Board Member shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing monetary value from a person who is seeking a contractual or other business or financial relationship with the Association.

* No Board Member shall seek preferential treatment by the board, any of its committees, or any contractors or suppliers.

* No Board Member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter.

* No Board Member shall receive any compensation from the Association for serving on the Board.

* No Board Member shall willingly misrepresent facts to advance a personal cause or influence the community to advance a personal cause.

* No Board Member shall use his/her position to enhance his/her financial status through the use of certain contractors or suppliers.

The above list of examples is offered for illustration purposes only and is not intended to be exclusive.

2. Board Members shall comply with governing documents and relevant law.

Board Members shall use their best efforts at all times to make reasonable decisions that are consistent with the Declaration, Bylaws, and other governing documents of the Association, and to be familiar with all such documents. Board Members shall likewise comply with and make decisions that are consistent with all applicable laws, including, but not limited to, refraining from discriminating against any person on the basis of race, color, religion, national origin, gender, family status, or mental or physical disability.

3. Board Members shall set high standards for themselves as Association members.

Board members shall hold themselves to the highest standards as members of the Association and shall in all ways comply with the provisions of the Association's governing documents.

4. Board Members shall work within the Association's framework and refrain from unilateral action.

Board Members shall at all times work within the Association's framework and abide by the system of management established by the Association's governing documents and the Board. The Board shall conduct business in accordance with state law and the Association's governing documents and shall act upon decisions duly made, and no Board Member shall act unilaterally or contrary to such decisions. Toward that end, no Board Member shall seek to have a contract implemented that has not been duly approved by the Board, nor promise anything not approved by the Board to any contractor, supplies, or otherwise.

5. Board Members shall behave professionally at meetings.

Board Members shall conduct themselves at all meetings, including board meetings, annual meetings of the members, and committee meetings, in a professional and businesslike manner. Personal attacks against other Board Members, Association Members, residents, officers, management, or guests are not consistent with the best interests of the community and will not be tolerated. Language at meetings shall be kept professional. Though differences of opinion are inevitable, they must be expressed in a professional and business-like manner.

6. Board Members shall maintain confidentiality when appropriate.

Board Members shall at all times maintain the confidentiality of all legal, contractual, personnel and management matters involving the Association. Board Members shall also maintain the confidentiality of the personal lives of other Board members, Association members, residents, and management staff.

7. Board Members shall disclose conflicts of interests.

Board Members shall immediately disclose to the Board any perceived or potential conflicts of interest regarding any aspect of business operation to the Association.

8. Board Members shall refrain from defaming anyone in community.

Board Members shall not engage in defamation, by any means, of any other Board Member, Association member, and resident or management staff member. The Association shall deem any Board Member who engages in defamation to be acting outside the scope of his authority as a Board Member.

9. Board Members shall refrain from harassing Association members or residents.

Board Members shall not in any way harass, threaten, or otherwise attempt to intimidate any other Board member, Association member, or resident. The Association shall deem any Board Member who harasses, threatens, or otherwise attempts to intimidate other Association members or residents to be acting outside the scope of his authority as a Board Member.

10. Board Members shall refrain from interfering with management staff and contractors.

No Board member shall interfere with the duties of management staff or any contractor executing a contract in progress. All communications with contractors must go through one designated Board Member or management or must otherwise be in accordance with Board policy.

11. Board Members shall refrain from using members' keys, except as authorized by Association's governing documents.

No Board member shall use members' keys in any manner other than as outlined in the Association's official key policy.

VIOLATIONS OF CODE

Violations of the Code of Conduct shall be brought to the Hearing Board, which shall be comprised of designated Board Members. In addition, the Board may elect, at its sole discretion, to appoint as Advisory Hearing Board Members, other Board Members, as well as the Association attorney, manager, and/or accountant. Any Board Member who violates this Code of Conduct agrees that the Board may seek injunctive relief against him/her, following a hearing before the Hearing Board, unless circumstances necessitate the issuance of injunctive relief prior to such hearing. The Board Member also agrees that the Board shall be relieved of posting bond as a condition to its injunctive remedy. Such Board Member must pay the Attorney's fees incurred by the Board in any enforcement effort.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Revision History

Version 20:

- I. Conduct and Practices, add board practices-board approved action 3/16/2023; add code of conduct for board members (Appendix B)
- II. Drones, 1. – prohibit use
- V. Noise, 2. And VII. Weapons, 2. - Add board approved action 11/15/2023
- IX. Flags, Banners, Signs and Posters, 1.d.iv. – Add garden flags
- XI. Outdoor Furniture, Grills, and Fire Pits, 1. & 2. – updates to examples and definitions
- XII. Pond Usage. – new overall rules
- XV. Hanging Items and Clotheslines, 1. Clarification and 2. New rule
- XVII. Clubhouse and Amenities – add reference to separate document
- XVIII. Winter Holiday Season Decorations, f. – change removal to four weeks
- XIX. Outside Storage, 1. – add cross reference; 7. – add limitation of one day for notification
- XX. Pets, 2. – add new rule; 3. – clarify on VTP property
- XXI. Landscaping, Plantings, and Decorations
 - Opening – remove restriction on plant protection
 - Section 1. - Revise FPB requirements concerning resale of unit, add clarification to the two options a and b
 - Section 2. – Add new requirements for FPB ground cover, in conjunction with mulch mitigation plan
 - Section 3. – add planter box permission
 - Section 4. – clarify anywhere, increase area to 48”, add small tree requirements
 - Section 5. – new requirements for area next to adjacent yards.
 - Section 8. – change ‘two’ to ‘few’; Modify garage entrance.
 - Section 12. – add clarification for single potted plant, remove superfluous criteria to seasonal usage.
 - Section 13. - Add board approved action 5/22/2025.
- XXII. Architectural Conformity and Modifications to a Unit
 - Section 1. – add subsection (b) with siding color standards.
 - Section 5. – add requirements on Patio Roll-Down Awnings.
 - Section 6. – add requirements for unit roof sewer vent caps.
 - Section 7. g. – clarify propane supply line as part of owner’s responsibility.
 - Section 9. – no longer necessary – section 8 is sufficient.
- XXIII. Driveway Maintenance and Repair – change “standard frequency” to “as needed”.
- XXV. Maintenance/Modifications to Common or Limited Common Areas - added (Ver19 XXV.) E/One System Compliance Requirement – section removed