Rules and Regulations Handbook

Approved August 11, 2026

Effective August 13, 2026

The Ridge at Moody Point Condominiums Rules & Regulations

Effective: August 13, 2026

Purpose: Per The Bylaws of The Ridge at Moody Point Condominiums, the making and amending of Rules and Regulations provides detail concerning the operation, use and enjoyment of the property for the health, safety, and welfare of the Owners and occupants.

The following are the Rules and Regulations for The Ridge at Moody Point Condominiums, as amended and adopted by The Ridge Board of Directors (Board) on August 11, 2026. They supersede previous editions.

These Rules and Regulations are subject to interpretation and modification by the Board at any time. Please note the Unit Owners and Residents are responsible for knowing and complying with them.

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A. Unit Owners: Maintenance and Replacement Responsibilities

Definition: "Unit" means a part of the Condominium intended for independent ownership, within boundaries defined in Article II of the Declaration and as noted on the Site/Floor plans filed with the Registry of Deeds. (Basically, this means that you own the interior of your Unit only.)

Unit Owners/Residents shall keep the interiors of their Unit and all of its equipment in good condition. No alterations may be made to the structural integrity of the Unit without the permission of the Board. Owners are responsible for repairing any damage to their Units, to other Units, and to the Common and Limited Common Areas resulting from their negligence, misuse, or neglect, or from their failure to inspect, clean, properly maintain or make repairs in areas for which they are responsible.

1. Exterior Painting

It is the responsibility of the Ridge Association to paint the Ridge buildings. The Property Summary Sheet outlines the painting schedule and paint colors for the Ridge Units. The Property Summary Sheet is maintained by the Board and is available on the website, under Ridge documents.

In addition to the building, the painting of the Unit includes the following items:

- Lamp posts.
- Gutters.
- Front entrance risers, posts, railings, post caps (metal cap optional), handrails.
- Treated wood deck boards, deck skirts, post caps (metal cap optional), and wood railings.
- If applicable, any special structures, screen porches, sunrooms, lattice screens.

All the above will be painted the same color, except for porch floorboards and front stair treads, which will be painted with a complementary solid exterior deck stain. Mahogany flooring boards can be painted with a non-solid exterior deck stain.

Front doors are also painted, and Owners may choose their front door color.

If needed, the garage door(s) can be painted the same as the building color or a color within or matching the chosen scheme.

Between scheduled paintings, if an Owner wants to paint/stain their front porch, they may do this at their expense with the appropriate palette as determined by the Board.

Any repairs and repainting of doors due to mishaps involving the residents and/or their visitors are at the expense of the Unit Owner.

If an external modification requires any painting (e.g., mini-split cover, radon tubing, air handler cover, etc.) the Board will contract with the painters and can assess the cost of painting back to the Unit Owner.

2. Gutters and Downspouts

The Association schedules annual gutter cleaning and is responsible for the safety-related maintenance of original gutters and downspouts.

Owners are responsible for any changes to existing gutters or for the installation of additional gutters, unless the Board determines that the work is required to protect the structural integrity of the building. In that case, the responsibility belongs to the Association.

3. Exterior/Interior Signage

No signs, posters, advertisements, or similar items may be placed in the Common Area, on the exterior of any building or inside a Unit if they are visible from outside, unless the Board has given specific authorization.

Real estate "For Sale" signs are allowed. Contractor signage is permitted for up to two weeks during renovations.

4. Satellite Dishes, Antennas, Cable TV, and Internet

Satellite dishes and antennas are permitted only to the extent required by applicable federal law, including the Over-the-Air Reception Devices (OTARD) rules. All satellite dishes and antennas are subject to prior written approval by the Board as to placement, appearance, and installation methods. No dish or antenna may be installed on roofs, which are in the Common Area, without Board approval. Both must be removed and any damage to the roof must be repaired by the Association and paid by the current Owner prior to the sale of a Unit.

5. Generators

Both portable and permanently installed generators are permitted on The Ridge with prior approval from The Board (see Application in Appendix C). The Unit Owner is responsible for all costs and liabilities associated with installing, operating, maintaining, storing, and removing any generator associated with the Unit. The Association, Board, and Property Manager take no responsibility for risks or accidents from Unit Owners' installation, use, maintenance, or storage of generators.

With the use of generators comes the potential risk of deadly carbon monoxide poisoning, fire and/or electrical shock. Generators cannot be treated as just another household appliance because of the potentially fatal consequences of their use. Generators are a significant source of noise pollution and must be regulated to minimize impact on the rest of The Ridge residents.
To minimize potential noise impact on The Ridge, the Board requires (as of August 2026) Unit Owners purchase generators with a manufacturer's decibel level of 80 decibels or lower.

Generators may be used only during power outages. Existing generators which operate at a manufacturer's decibel level below 80 dB may operate 24 hours per day. To reduce noise and annoyance to neighbors, generators which operate at a decibel level higher than 80 dB may only be used between the hours of 5am and 11pm.

Permanently installed generators are permitted to run standard, short operational tests for no more than 20 minutes per week when there is no power outage. So that the noise of the test is minimally invasive to other Unit Owners, all testing must be scheduled between 11 AM and 12 noon on Tuesdays.

Portable generators shall not be used within the interior of the Unit, including any garage, and cannot be placed any closer than 10 feet from any structure, inclusive of any deck or porch. Since potentially deadly exhaust fumes can enter a Unit through any opening, in turn resulting in severe injury or death to unsuspecting occupants, the generator's exhaust must be faced away from the building. Portable generators must be stored in a garage or otherwise out of sight when not in active use.

6. Spare Keys/Emergencies

If there is an emergency in your Unit (e.g., fire, flood, water leak, or gas leak) and a need for emergency personnel to enter your Unit, one or more other individuals need to have access to your Unit. Accordingly, make at least one duplicate entry key available and make its location known to Newmarket Police/Fire/EMT personnel by completing the Newmarket Police Information Form (Appendix B) and filing it with the Newmarket Police Department, 70 Exeter Street. Confidentiality and privacy are assured; the information will be accessed only when there is a verified emergency.

Examples of potential locations for your emergency key are:

- Leave one or more keys with neighbors.
- Hide a key in a concealed location and inform neighbors of where it is located.
- Use a key safe, such as a KnoxBox (available from www.knoxbox.com.), a GE Access Point (http://pdf.archiexpo.com/pdf/ge-interlogix-video-surveillance/accesspoint-keysafe/11132-12100.html), or a similar product, and register it with the Newmarket Police Department. A key safe provides emergency personnel speedy and nondestructive access to your home in case you are not at home or unable to come to the door.

No matter which option you choose, you should make sure the Newmarket Police know where your key is and notify them when you will be away for an extended period.
Regardless of whether you are home or away, immediate access to your Unit is critical in emergency situations. Taking one or more of the preceding steps provides peace of mind for both you and your neighbors.

7. When You Are Away

Based on discussion with HVAC personnel, the Ridge Board recommends that you shut the water off when you are going to be away for three or more days. Shutting your water off is done where the main water line enters your foundation. This action dramatically reduces water damage due to a corroded burst pipe any time of year or a frozen pipe during the winter. If water is turned off, any ice makers (e.g., free-standing or in refrigerators) should also be turned off.

Owners should consult their service provider for guidance on the appropriate settings and maintenance for their Unit's heating, cooling, and water heater systems while they are away.

If you are away for more than a few days, have someone periodically check your home. If the power goes out while you are away, this person should check your home every 1-2 days.

8. General Safety Concerns

- Carbon monoxide (CO) and gas detectors should be mounted at each level of the house and at about bed level, if possible. Place them near or in bedrooms, or near (but not next to) the boiler/water heater or other gas-fired appliances. Keep in mind that while CO is lighter than air (and will rise), propane gas is heavier and will settle to the floor.
- The Association is responsible for scheduling the annual inspections/cleanings of clothes dryer exhausts and for any external repairs or problems with the vent pipe/outlets. The Unit Owners are responsible for the cost of the annual inspection, for ensuring the vent pipe and external grill are clog-free, and any cleaning, maintenance and/or internal repairs.
- Consider installing a water detector near the hot water storage tank to alert you if there is a failure that results in flooding.
- Ensure that outside water spigots are frost-free. Also ensure that exposed pipes (particularly in the basement and attic) are fully insulated.
- Consider swapping out the plastic hoses that come with a clothes washer and replace them with metal hoses, which never break or tear.
- Make sure that the water shut off valve for the washer is functional.
- Never run a dishwasher, clothes washer, or dryer when away from your Unit. This helps reduce chance of fires or water damage, should no one be there to quickly address an emergency.
- Replace any corrugated dryer vent ducting with solid metal ducting.
- Have appropriate fire extinguishers in the home and learn how to use them; remember that fires can happen and spread very quickly.

9. Heating and Cooling Systems

a. System Maintenance

- Have a licensed heating/cooling contractor perform an inspection of your systems including your water heater, expansion tank (especially possible rust near the seams), heat exchanger, burning chamber, burners, nozzles, exhaust, piping, valves, solenoid relays, electrical and mechanical connections, condensate drain pan, lubrication of moving parts, thermostats, and proper adjustment and operation of all systems and controls. All components should be clean and free of any obstructions. Follow guidance of your HVAC professional as to frequency of inspections.
- For any cooling system, ensure that the evaporator and condenser are cleaned, refrigerant levels are checked, and, as necessary, blower components are cleaned and adjusted.
- Check and replace any air filters regularly.

b. Freeze Protection

Unit Owners are responsible for protecting against interior freezing. It is recommended to set thermostats at no lower than 50 degrees Fahrenheit.

Water piping from your furnace to the air handler unit in the uninsulated attic space in most Units is vulnerable to freezing when there's a power or furnace failure. Possible actions to prevent freezing may include:

- Have antifreeze professionally installed in the water line. Although antifreeze is corrosive, it does contain a corrosion inhibitor. However, the inhibitor breaks down over time, so you must replace the antifreeze periodically. Have a professional monitor the antifreeze line regularly for pH, specific gravity, inhibitor level, color (red means replace) and biological contamination. Inspect pipes, valves and connections for any external indications of corrosion, typically reflected in a greenish-blue build-up.
- Insulate all exposed pipes in the attic area. Inexpensive, thick foam sleeves can be easily fitted over the pipes and connections and taped in place. This will reduce the risk of freezing and provide the added benefit of reducing heat loss when the heating system is in use.

10. Built-in Indoor Fireplaces

Inspections of gas fireplace/stove (devices) shall be performed by the Association every other year and every year for wood burning fireplaces. The cost will be charged to the Owner on a device basis. The Association is responsible for the chase (if any) and chase cover (waterproof top of chase). The Unit Owner is responsible for the flue, flue cap, and device. The Unit Owner is solely responsible for all flue and device repair (including water damage from any cause), maintenance, and cleaning.

If a fireplace fails inspection, the Owner is notified and not permitted to use the fireplace until required repairs/changes are completed.

11. Power Outages

Report power outages and downed power lines to Eversource customer service either by phone (800-592-2000) or online at https://www.eversource.com/psnh/customer/Outage/OutageLogin.aspx.

12. Outdoor Lampposts

It is the responsibility of Unit Owners to replace the bulbs in all outdoor fixtures. The light at night is for your safety, helps you and others find and navigate driveways and walkways, and enables people to see your Unit address number. Emergency responders rely on these benefits when responding to emergencies.

If the lamp bulb is burned out, replace it with an *800 lumens LED Soft White light.* Besides their substantial energy savings, these bulbs typically last longer than traditional light bulbs. If you replace a bulb and it fails to light, submit a maintenance request to the Property Manager.

13. Unit Interior Construction Activities

During any construction activity inside a Unit (e.g., for modification and/or upgrades), the location(s) of any needed outside dumpsters and/or portable toilets must be approved by the Property Manager prior to delivery of these dumpsters/toilets. Dumpsters cannot be placed on the grass.

Each Owner, prior to commencement of construction of any improvements to a Unit, shall, for insurance purposes, notify the Board of all proposed improvements in excess of $15,000.

14. Rental/Lease of Unit

If an Owner rents/leases the Unit to one or more other individuals, the Owner must notify the Property Manager and Board in writing within thirty (30) days of the renters'/lessees' occupancy.

No Unit may be rented or leased for less than one (1) year.

The renters'/lessees' contact information, including names, phone numbers, email addresses, and car make(s) and model(s) must be provided to the Association's Property Manager within thirty (30) days of the signing of a lease or rental contract.

The Unit Owner is responsible for all Association fees.

The Ridge Declaration, Bylaws, and Rules & Regulations are applicable to renters/lessees as well as Unit Owners. The Unit Owner must provide renters/lessees with copies of these governing documents, including those of the Moody Point Community Association.

15. Pets

In accordance with the Newmarket Ordinance, Unit Owners, renters, lessees and visitors with pets must promptly remove and properly dispose of pet waste. Pets must be leashed whenever they are outdoors. Outdoor tethering is prohibited.

Pet owners are responsible for damage or harm caused by their pets to people, property, and/or Limited Common and Common Areas. Accordingly, pet owners may be billed for the cost of repairs to structures or grounds. Pet owners shall indemnify and hold harmless the Association, its Board, officers, agents, and members from any claims, damages, or costs arising from their pets. Owners are encouraged to carry additional liability insurance.

Pets must not cause noise that is disruptive to neighbors. If the Board determines, in its sole discretion, that a pet has become a nuisance or presents a safety concern, the Board may require permanent removal of the animal from the property. Any such determination may be appealed to the Association at the next duly scheduled Association meeting.

B. Limited Common Area

Definition: "Limited Common Area" refers to that portion of the Common Area which is designated for one Unit as noted on the Site/Floor Plan of Property filed with the Registry of Deeds. This includes the garage associated with a Unit, the two parking spaces situated directly in front of a Unit's garage, and the deck assigned to the Unit. This also includes shutters, awnings, window boxes, doorsteps, porches, balconies, patios, and any other appurtenances designed to serve a single Unit but located outside of the Unit. Limited Common Area, as defined in the Ridge Declaration, is part of the Common Area.

Owners shall keep these areas neat, clean, and uncluttered. The Board is responsible for the safety and non-routine maintenance of all Common Areas, which includes the Limited Common Area. In most cases, costs associated with the repair and non-routine maintenance for safety and health reasons belong to the Association. Most other repairs, maintenance, and replacement costs can be assessed to the Owner(s). Our condominium documents give the Board discretion to assign such costs to either the effected Unit Owner(s) or the Association. In general, when Limited Common Areas are being repaired, replaced, or maintained on an Association-wide basis, the expenses involved will be borne by the Association.

As a general rule, all work to be done on Limited Common Area is to be undertaken and completed by the Board of Directors.

If an Owner wishes to use their own contractor for work to be done on Limited Common Area, such as dry scaping or repairing/replacing a deck or patio, the Owner must first submit plans for same to the Board of Directors. (See Exterior Unit Modification Agreement (EUMA) – Appendix D)

The Board of Directors may hire the chosen contractor directly and assess all such costs to the Owner or it may, in its discretion, allow the Owner to hire the contractor upon the satisfaction of conditions the Board may place on the approval. (See EUMA – Appendix D)

Owners may not enlarge their Limited Common Area without the approval of Ridge Owners. This is in accordance with NH Condo law RSA 356-B:19.

Should damage of any type in a Limited Common Area occur because of a Unit Owner's negligence, the Unit Owner will be responsible for all repairs of the damaged area. This includes internal or external water damage to the building.

1. Garage

The Owner is responsible for upkeep, repairs, and replacement of their garage doors. Owners are encouraged to periodically clean their doors to remove salt residue and keep mildew from forming. Garage doors will be painted at the time the Unit is painted, if needed, and if the factory color does not complement the home color. If the garage door needs replacing, please consult the Board about the color choice of your Unit.

2. Parking

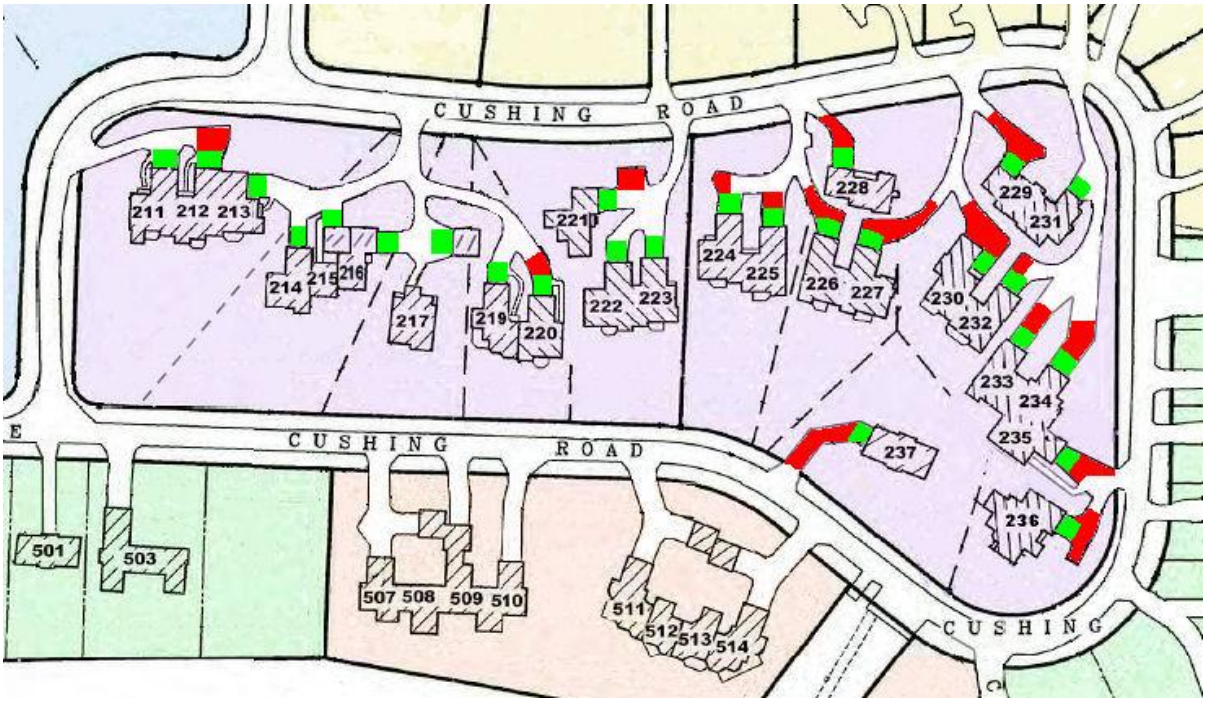

Figure 1. Representational map of Limited Common Areas (green) and Common Areas (red), which may be used for temporary additional parking.

Figure 1 depicts acceptable parking areas on the Ridge. Resident parking is restricted to the two garage bays and the two spaces directly in front of the garage bays associated with each Unit. The outside areas (represented in green in Figure 1) are considered "Limited Common Area" for the Unit Owner's exclusive use.

Temporary additional parking may be permitted on the Common Area immediately in front of the Owner's Limited Common Area, if, at the discretion of the Board, it does not either (a) impede the passage of other vehicles or (b) infringe upon the access or use of that common property by neighboring Units. (Figure 1 illustrates in red) the approximate areas that may be considered for temporary additional parking. Any overnight use of the areas shown in red requires the consent of all neighbors who share this access way.

Only currently registered, inspected, and operable vehicles may be parked in an Owner's Limited Common Area on the property immediately outside of garages, unless otherwise approved by the Board. Unregistered, uninspected, inoperable, or abandoned vehicles may be removed (e.g., by towing) at the Owner's expense, consistent with these Rules and applicable laws. No vehicle repairs or maintenance of any kind may be performed on the property except when fully contained within a garage.

Parking spaces in an Owner's Limited Common Area may not be rented, leased, or assigned to non-residents.

First violation of this rule shall be a written warning. If the vehicle(s) is not moved within 24 hours, a $100 fine shall be imposed. If 48 hours after the warning, the vehicle(s) is still in

violation, the offending vehicle shall be towed at the Owner's expense.

Parking spaces near Lot 4 (by the mailboxes and dirt road to the dock area) are controlled by the MPCA and can be used for short-term parking for special gatherings only. (Contact the MPCA Property Manager for approval.)

Long-term parking for cars, trailers, recreational vehicles, and other vehicles is available in the MPCA dumpster area on Cushing Road. All such vehicles must be registered with the MPCA. (Contact the MPCA Property Manager for details.)

3. Decks

Routine deck care and maintenance, including snow removal, is the responsibility of the Unit Owner. Clearing your deck is strongly recommended. If your deck should fail due to overloading it, the Association will repair it and bill the Unit Owner for all associated costs. The designed maximum load of Ridge decks is about 40 pounds per square foot. This maximum includes any people, furniture, or equipment that might be on it, as well as fallen snow. The wetter the snow, the heavier it is. A foot of wet snow can weigh more than 20 pounds per square foot.

If an Owner desires to upgrade their deck, a External Unit Modification Application (EUMA) form must be completed and approved by the Board prior to the start of any construction.

4. Awnings

Awnings located at the rear of the Units are permitted, provided they are installed after the Owner receives written approval from the Board after submission of an Exterior Unit Modification Agreement. Awnings must be consistent in appearance with that of the larger community and be maintained by the Owner so as not to look worn or frayed.

5. Rain Barrels

Owners may obtain a rain barrel similar in color to the Unit where it will be used and locate it in an unobtrusive place next to an exterior wall of their Unit. It must be attached to a drain spout to collect rainwater and must be securely covered to prevent mosquitoes or other insects from collecting on the surface. If elevated, the base stand must complement the barrel. The Unit Owner is solely responsible for the maintenance of the rain barrel. It must be drained and stored out of sight during the winter months (i.e., from November 1 through April 1). In the absence of a rain barrel, the downspout bottom deflector must be replaced.

6. Irrigation

The Association does not maintain any irrigation facilities in the Common Area. Should an Owner wish to install irrigation, it should be limited to a drip style and allowed only in planting and shrub beds, without extending to lawn areas. Care should be taken so the building wood siding does not get wet. Irrigation use shall be limited to times in accordance with Town Water Use Policy and shall be the sole responsibility of the Owner(s), who must correct any damage or water incursion due to irrigation. The Water Committee has asked that irrigation not be turned on after sunset or before sunrise.

C. Common Area

Definition: "Common Area" refers to all that portion of the Condominium other than the Units. It specifically includes, but is not limited to the land, walks, paths, shrubbery, and other plantings and land included and described, except that which is on the Site/Floor Plan of Property at Registry of Deeds. Common Area is inclusive of all Limited Common Area. Basically, everything outside of a Unit's walls is Common Area.

Maintenance of the Common Area: Only the Board, except where written permission of the Board has been obtained by the Unit Owner, shall make improvements, maintenance, and landscaping of the Common Area.

1. Snow Removal on Driveways and Walkways

Depending on conditions, complete snow removal may take a few hours. For many residents, such timing is not a problem. However, some residents may have a need to take their car out at certain hours on particular days. If this situation affects you, please notify the Property Manager or **Lobdell Landscaping (603) 380-8686** about what special needs you may have. Tell them the days and hours that are of concern. Whenever possible, the most critical driveways will be cleared first.

Also, when it snows, please ensure that your vehicles are in the garage so that the snow removal crew can do its job efficiently and safely. If snow markers around your driveway are knocked down, damaged, or missing, please replace them or notify the Property Manager right away. This is especially important for the markers around propane tanks, so that the Fire Department and utility crews can have immediate access.

2. Landscaping

The Board has ultimate responsibility for decisions regarding the planting, replacement, and maintenance of all Common Area landscaping. This helps maintain a consistent condominium-compatible appearance throughout the community, complementing neighboring properties to create a cohesive overall appearance. This helps protect each Owner's investment in their Ridge Property.

Since the Ridge was first built, much has changed. Ridge landscaping has aged, and disease, deer, and climate change have taken their toll on our trees and other plant materials. The costs of materials and labor have created an issue of affordability. The Board is actively working to achieve condominium compatibility with our landscaping, by maximizing the quality, appearance, and uniformity while controlling costs.

Description of condominium-compatible landscaping*:*

- Non-invasive plantings.
- Deer-resistant plantings.
- Low maintenance—that is, plantings that may require only annual or less often trimming.

- Expected full size no taller than 10 feet high; plants do not encroach onto the building, nor do they block the views of other Units.
- Plantings suitable for our growing zone (Zones 6a and 6b).
- Plantings that are attractive and maintain the overall symmetry and beauty of the Association's landscape.
- Ground cover that minimizes weeds, such as mulch, vinca, pachysandra, lamium, or creeping juniper. Mulch should match the type and color used by the Association.
- Noninterference of plantings with landscape maintenance and mowing.

a. The Association's Responsibilities

The Association's responsibilities include the following:

- Contracting with a landscaping company to provide regular lawn mowing and trimming during the growing season and the application of appropriate fertilizers. The landscaping company will collect bags or bins of compostable yard debris on mowing days.
- Spring and fall cleanups, including removing the leaves from all areas of the Ridge.
- Removal, pruning and trimming of trees and shrubs to protect Units from damage, roofs from mold, and Owners from safety hazards. The Board will solicit Owner requests for removal/pruning/trimming prior to this annual responsibility. Decisions on removal/pruning and trimming will be made by the Board, based on the following ranked criteria: an arborist's recommendation, overall safety, health/disease of the tree/shrub, condominium compatibility, and view.
- Mulching on an every-other-year basis of selected areas of Ridge property.
- Planning and execution of a responsible, maintainable, condominium-compatible landscape plan.
- Working with individual Owners to honor their individual landscaping desires/plans while also balancing the Association's overall landscaping responsibilities.
- Supporting the establishment of a Landscape Committee to oversee landscaping activities.

b. Landscape Committee

If established, this committee will assist the Board in meeting its landscaping obligations. The Landscape Committee has an important role in advising the Board on issues such as:

- Developing and executing plans for rehabilitating and/or preserving existing Ridge landscaping.
- Assisting in the planning and replanting of Ridge Common Area landscaping.
- Developing a plant palette for the Ridge.
- Assisting in the review of individual Owners' plans and requests for plantings around their Units.
- If asked, assisting neighbors in need with landscaping support.
- Other landscaping activities that may arise over time.

The Landscape Committee is a volunteer advisory and support group; the Board retains final authority over all landscaping matters. If Ridge residents wish to join the committee, they should express their interest to any member of the Board.

c. Owner Responsibilities and Landscape Options

While understanding that a portion of the Ridge HOA fees support the Association's Landscaping responsibilities listed above, Owners are responsible for keeping the areas in the immediate vicinity of the Units (front, side, back and entryways) neat, weeded, always trimmed, and free from debris. HOA fees do not include individual Unit landscaping maintenance services, except for the Spring and Fall cleanups.

Owners have several options to consider in meeting their own landscaping responsibilities:

(1) Owners may (at their own expense):

- Plant appropriate and condominium-compatible annuals, perennials, or ground cover proximate to their Unit. Deer-resistant plants are recommended. Before adding any new trees or shrubs, Owners must obtain Board approval. Approval may be denied for any reason, including aesthetic considerations. The Owner/Resident is responsible for maintaining these plantings and assuring that the plantings do not interfere with landscape maintenance and mowing.
- Mulch the garden beds around their Unit provided it matches the appearance and type used by the Association, currently brown hemlock mulch. As an alternative to mulch, Owners may use ground cover plants such as vinca, pachysandra, lamium, or creeping juniper. Again, deer-resistant plants are recommended.
- Prune/trim small- to medium-size shrubs (approximately 48" or smaller) proximate to their Units as needed, in addition to the Association's pruning/trimming schedule. No Owner may cut/prune/trim any shrubs or trees for the sole purpose of improving a view. All view decisions are the responsibility of the Board.
- Use rock cover next to foundations. Because rocks can be picked up by mowers, edging is strongly recommended to keep the rocks in place.
- Hire their own landscape company or, if available, may subcontract with the Association's landscape company to maintain the perimeter of their Unit.

(2) Owners may work with the Board to transition existing landscaping around their Unit to condominium compatibility. This may mean the removal of some existing trees, shrubs, and plants and some strategic replanting (including expanded grassy areas). The cost of this transition may be a shared expense between the Owner and the Association, determined on a case-by-case basis. The Owner would still be expected to keep the areas in the immediate vicinity of their Unit (front, side, back and entryways) neat, weeded, always trimmed and free from debris.

(3) With written notice to the Board on an annual basis, Owners may opt to take no responsibility for landscaping maintenance around their Unit. For a variety of reasons, Owners may recognize that they cannot or do not wish to keep the areas around their Unit neat, weeded, trimmed, and free from debris at all times. With that written notice, the Association will assume responsibility for that maintenance and will assess an additional landscape maintenance fee back to the Owner.

d. Other General Landscape Understandings

Owner/Resident use of chainsaws is prohibited on Ridge Common Land.

Owners and residents with landscaping concerns should notify the Board of the issue in writing, so that such concerns can be adequately addressed.

Please be aware that the Board takes its landscape responsibilities very seriously and will monitor compliance with these Landscape Rules and Regulations very carefully. The Board will reach out to Owners to request compliance when in the Board's estimation, maintenance issues are not being sufficiently addressed.

3. Hardscaping and Decorative Items

Definition: Hardscaping refers to inanimate elements of landscaping - walkways, driveways, patios, retaining walls, lamp posts, steppingstones, planters, boulders, and areas of rock and mulch. Owners may not install hardscaping that could cause damage to any structure.

Functional and Decorative Items used outdoors must be reasonable in size, and non-promotional, non-political, non-sectarian, and inoffensive in nature. They must not present a safety risk or obstruct property maintenance, plowing, or mowing. They must not damage the Common Area around them. The resolution of any questions or disputes with regard to these items resides with the Board.

a. Allowed Items

- Bird feeders, preferably using "no mess" birdseed and hung from the deck or from the windows
- Standing bird feeders in appropriate settings
- Bird baths in appropriate settings
- Bird houses in appropriate settings
- One or two small artistic and/or nature/garden-related sculptures (e.g., birds, rabbits)
- Short temporary fencing around new plantings, provided that (a) it is not more than 18" high, and (b) it is removed once the plants are firmly established in the soil
- American Flags. Flags may be no larger than 3 feet by 5 feet and must conform with the United States Flag Code, FC, 4U.S.C. Chapter 1, Section 1 to 10. Flags should be displayed on poles inserted into brackets attached to the garage, front porch post, or back wall above the deck. No other flags are permitted.

b. Allowed Only with Prior Written Approval from the Board

(Requests to be submitted using the Exterior Unit Modification Agreement (EUMA—see Appendix D)

- Patios and patio enclosures, if not pre-existing
- Walkway improvements and/or replacements
- Benches
- Time-limited use of a canopy or tent for a special function

c. Not Allowed

- Feeding birds, squirrels or other animals on the deck
- Raised garden beds
- Permanent fencing
- Arbors
- Sunshades
- Storage sheds
- Long-term canopies or tents
- Permanent outdoor fireplaces, grills, or fire pits
- Hot tubs, saunas, cold plunge pools, or spas
- Flagpoles
- Pergolas
- Solar panels
- Weathervanes
- Large sculptures
- Flags, banners (see exception for American flags above)
- Excessive, distracting, and/or annoying seasonal decorations and lights

4. Portable Outdoor Grills and Fire Pits

The use of wood, gas or charcoal grills is not permitted within ten (10) feet of any structure. When not in use, grills must be stored inside garages, be covered, or be placed in an area not visible from the road. The use of fire pits is not permitted within twenty-five (25) feet of any structure. Electric grills only, that are safe certified from a nationally recognized testing laboratory such as UL (Underwriters Laboratories) approved by the New Hampshire Fire Code, are allowed on decks and otherwise within ten feet (10') of any structure. This brings the Ridge into compliance with the Newmarket and/or New Hampshire fire code for multi-unit dwellings.

5. Security Cameras and Surveillance

Owners may install cameras on their Units to record doors, stoops, steps, and driveways. Cameras placed in or directed toward any Common Areas require prior written Board approval.

No camera may be used to harass, intimidate, embarrass or invade the privacy of others, as determined by the Board.

6. Pest Control

Pest control includes elimination of bees, wasps, mice, ants, moles, voles, and similar insects or animals. Any pest concern should be reported to the Property Manager. A course of action will be determined. Pest control is the Unit Owner's responsibility, unless it is determined that the problem affects multiple Units or impacts the structural integrity of the building.

7. External Unit Modification Process and Use of the External Unit Modification Agreement (EUMA) Form

No Owner may make any exterior alteration, addition, or improvement affecting the appearance of a Unit or any Common Area or Limited Common Area without written approval of the Board, or in some cases without the approval of Ridge Owners. Notification is given by completing the External Unit Modification Application (EUMA, Appendix D) and submitting the form to the Property Manager. The Board or the Property Manager on behalf of the Board shall respond in writing (on the same EUMA form) to a complete modification request within forty-five (45) days of submission. Failure of the Board to respond within that timeframe shall constitute approval, unless additional information has been requested in writing.

Examples of modifications requiring a EUMA form include, but are not limited to, the following:

- Additional gutters
- Awnings
- Deck enhancements or modifications
- Mini splits
- Patios
- Screened-in porches
- Walkways
- Window replacements

For structural changes, the Owner will be responsible for all costs.

If a Unit Owner wishes to contest a decision made by the Board about a EUMA request, they must follow the Appeals process outlined in Section D-5.

D. Ridge Administration and Other General Issues

1. Non-Interference with Contractors, Management, and Staff

No Owner, resident, tenant, guest, or occupant may direct, supervise, interfere with, or attempt to control any contractor, employee, or agent working on behalf of the Association, whether through the Board or the Association's management.

2. Sex Offender Residency Restriction

Individuals classified as Tier II or Tier III sex offenders under New Hampshire law may not reside on the property on either a permanent or temporary basis.

3. Storage and Nuisances in Common and Limited Common Areas

The purpose of this rule is to preserve attractive appearance, safety, and property values by regulating the storage and placement of personal property in Limited Common Areas that are visible from Common Areas, neighboring Units, streets, or adjacent properties. No personal property may be stored in any Common Area without prior written approval of the Board.

The following items are examples of what shall not be stored or left in the Common Areas visible from outside the Unit:

- Garden materials, yard tools
- Bicycles
- Coolers
- Storage bins, totes or boxes
- Household goods
- Sporting equipment
- Tools and ladders
- Propane tanks
- Tires, automotive parts
- Construction materials and tarps
- Clothes lines for drying laundry
- Children's toys when not actively in use

No activity shall be conducted in the Common or Limited Common Areas (or from a Unit) that causes damage, increases maintenance costs, creates a nuisance, or unreasonably interferes with other residents' peaceful enjoyment, as determined by the Board.

4. Rules Violations and Other Problems: Procedures and Penalties

The Board and the Association's Property Manager will respond to Rules violations as follows: Fines - The Board shall have the right to levy against Unit Owners such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, the Bylaws, or these Rules and Regulations. All such fines shall be added to and shall constitute a Common Expense assessed to that Unit and payable by such Unit Owner(s).

Occasionally, a problem may develop related to other Ridge residents or others in the Moody Point community, the Board, the Property Manager, or contractors. It is hoped that adhering to the following practical guidelines will assist in resolving any issues that may occur:

a. Define the problem in writing as clearly and completely as possible. Phone calls will not be considered as proper or complete notification of a problem or conflict. (See Problem Report Form, Appendix A.)
b. Review Ridge and/or MPCA governing documents to determine if there are policies that pertain to the issue.
c. Suggest what may constitute an equitable and satisfactory solution.
d. If the problem relates to specific individuals, try to reach a mutually acceptable solution by discussion with the people involved.
e. Should that outreach not be feasible, or if it is unsuccessful, complete and submit the Problem Report Form (Appendix A) to the Ridge Property Manager by mail or email. (In most cases, the issue can be mediated and resolved.)
f. If the problem needs to be addressed by the Board, the Property Manager will then provide your written Problem Report Form along with a description of what actions, if any, have been taken related to the issue. The Board, at its discretion, will decide if it will become involved in a specific issue.

Until such time as the Bylaws or Rules and Regulations are amended, the fine for each violation of any portion of the Declaration, Bylaws, or Rules and Regulations shall be up to $2,000 for each such violation, the amount being left to the sole discretion of the Board. Any fine levied by the Board may be appealed for review by the Association at the next scheduled Association meeting (see the Appeals Process section). Any costs incurred to enforce the provisions of the Declaration, Bylaws, and/or Rules and Regulations shall be assessed to the Unit Owner.

Unless otherwise addressed in the Declaration, Bylaws or these Rules, a letter will be sent to the Unit Owner(s) notifying the Unit Owner(s) of the violation and giving the Unit Owner(s) a specified period of time to correct the violation.

In addition to the noted fine schedule, the Board may take other actions including, but not limited to, any or all the following actions:

- Fining the Unit Owner(s) up to $2,000 per violation.
- Notifying the offender how often the Board may impose the fine, if the violation is not remedied.
- Suspension or limitation of Common Area privileges or services, as permitted by the Bylaws and applicable law.
- Correcting the violation and assessing the Unit Owner for all costs incurred.
- Instituting suit seeking injunctive relief, damages and/or any other remedy applicable under either law or equity.
- Towing vehicles.

5. Appeals Process

- **What can be appealed:** Certain Board determinations and enforcement actions under the governing documents, including (a) a fine levied by the Board for noncompliance with the Declaration, Bylaws, or Rules & Regulations, and (b) a Board determination that a pet is a nuisance or presents a safety concern and must be permanently removed. In addition, where permitted by the Bylaws, an Owner may seek Association-level approval to override a Board denial of a request for an exterior alteration/addition.
- **Other Board decisions that may be appealed:** Where the Rules and Regulations require that the Board's consent (or withdrawal of consent) on certain matters is in the Board's discretion, that decision may be appealed to the Owners at the next scheduled Association meeting (Annual or Special), which is to be scheduled with all due haste.
- **Who may appeal:** The Unit Owner affected by the Board action/determination.
- **Where/when the appeal is decided:** Appeals are reviewed by the Association (the membership) at the next duly scheduled Association meeting (or, where applicable under the Declaration, the next scheduled Annual or Special Association meeting).
- **Effect while the appeal is pending:** The Board's determination remains in effect unless and until the Association overturns it.
- **How it fits with enforcement:** Fines levied by the Board may be assessed as a Common Expense against the Unit and are payable by the Unit Owner; the Board may also assess enforcement costs to the Unit Owner as provided in the governing documents.

6. Sale of Property

Before listing a Unit for sale, the Owner should notify the Board or Property Manager of their intent to sell.

The Board will supply **electronic** copies of the current Declaration, Bylaws, and Rules for the Owner to provide to the Realtor for use in representing the sale of the Owner's Unit. Paper copies can be provided for a fee.

The Board will supply the Owner with information on the Unit relating to modifications made to the Unit via EUMA, or installation of a Generator. That information must be passed along to the Owner's Realtor, who will include that information on the listing form used for all disclosures relating to the property.

If applicable, copies of unaddressed violations relating to landscaping, hardscaping, over-planting, and/or insufficient maintenance will be supplied and should also be included in the Unit's disclosure form. Unanswered rule violations remain the responsibility of the existing Owner, and responsibility for such will be transferred to the Buyer unless Owners remedy the infractions before the sale of the property at their expense.

Members of the Ridge Board and/or the Management Company will be available to answer any questions which the Owner, Realtor, potential Buyer, or Buyer might have.

APPENDIX A. PROBLEM REPORT FORM

Form Dated August 2026

Ridge at Moody Point Unit Owner: _____

Address: _____

Contact Telephone _____

Email: _____

Detailed Description of problem:

Relevant sections of the Declaration, Bylaws or Rules & Responsibilities which may pertain:

Suggested solution:

Actions, if any, taken to date:

Retain a copy of this report for your records

File with Property Manager: Greenstone Management, PO Box 88, Amesbury, MA 01913
877-734-640

APPENDIX B. NEWMARKET POLICE INFORMATION FORM

Newmarket Police Department

Form Dated August 2026

Geo Site Information Sheet

Site Number: _____ Date Information Updated: _____

Residence: ____ Business: ____

Address: _____

Home phone number: _____

Owners' names: ***Work/cell numbers:***

1) _____ _____ W: _____ C: _____

2) _____ _____ W: _____ C: _____

3) _____ _____ W: _____ C: _____

Other residents: ***Work/cell numbers:***

1) _____ _____ W: _____ C: _____

2) _____ _____ W: _____ C: _____

3) _____ _____ W: _____ C: _____

Location of hidden key: _____

Neighbors (name, address, phone number) with a spare key:

1) _____

2) _____

Is the location alarmed? Yes: ___ No: ___

If so, monitored by whom? (company and phone number)

_____ _____

(continued on next page)

Any dogs on site? Yes: ___ No: ___ If so, are they friendly? (name, description)

1) _____

2) _____

3) _____

Any important medical information for the residents? _____

_____

_____

Is anyone in the residence on home oxygen? Yes: ___ No: ___

If so, where are the spare oxygen tanks kept? _____

_____

In case of an emergency, is there anyone you would like contacted?
(name, address, phone number)

1) _____

2) _____

3) _____

4) _____

The Newmarket Police Department maintains site information on various locations within the community to assist Emergency Responders (Police, Fire, and Emergency Medical Services) with locating addresses and providing information about specific conditions and/or hazards at these locations. This information is considered strictly confidential and will only be shared with Emergency Response Personnel. Homeowners and business owners who elect to provide information to be included in the site file can provide as much or as little information as they wish. This information will be periodically updated to ensure the database is complete and accurate. Homeowners and business owners may update their file at any time.

The Newmarket Police Department accepts no responsibility that in all emergency situations this information will be supplied to Emergency Services Personnel on scene, and the decision to utilize or not utilize this information is at the discretion of the Incident Commander on scene.

APPENDIX C: GENERATOR USE AND INSTALLATION APPLICATION

Revised Form Dated August 2026

The Board wants all residents to be as safe and as comfortable as possible during power outages. Generators have become a popular tool in dealing with a prolonged power outage. However, with the use of generators comes the potential risk of deadly carbon monoxide poisoning, fire and/or electrical shock. Generators cannot be treated as just another household appliance because of the potentially fatal consequences of their use. The Board urges each resident to consider carefully their need for a generator.

Both portable and permanently installed generators are permitted on The Ridge with prior approval from The Board. To minimize potential noise impact on The Ridge, the Board requires that Unit Owners purchase generators with a manufacturer's decibel level of 80 decibels or lower. The Unit Owner is responsible for all costs and liabilities associated with installing, operating, maintaining, storing, and removing any generator associated with that Unit. The Association, its Board, and its management take no responsibility for risks or accidents from Unit Owners' installation, use, maintenance, or storage of generators.

Please note: The use of any generator without obtaining prior permission from the Board will be considered a violation of the Association's governing documents and the Board may take enforcement action as noted in the Association's Declaration, Bylaws and Rules and Regulations.

****

Application for Installation and Use of a Generator (Form Dated August 2026)

To be considered by the Board, the following information must be submitted with this application:

Unit Owner Name(s): _____

Unit Address: _____

Owner Email Address: _____

Owner Phone Numbers: Home: _____ Cell: _____

Please indicate: _____ Permanent Installation _____ Portable Generator

This application must include ALL of the following:

- ☐ Generator Manufacturer's specifications include size (dimensions), make, model, color (and/or available color options) and maximum dB levels.
- ☐ Proposed site of generator placement on property (permanent generators). Application must include specific location of the generator and its positioning relative to the Owner's Unit.
- ☐ Documentation that all permits and inspections needed have been or will be obtained.

All installations are subject to the following:

Installation and Location of Generators:

- Unit Owners are responsible for obtaining all permits required by law for the installation and operation of a generator, whether permanent or portable, including, but not limited to building permits, electrical permits, and plumbing permits. Unit Owners are responsible for complying with all legally required conditions for the installation of generators. Owners are responsible for ensuring all legally required inspections take place.

- Installation shall comply with the equipment manufacturer's specifications. These specifications must be submitted with the application for approval.

- All generator installations and connections to a Unit must use a transfer switch professionally installed by a licensed and insured electrician. A designated exterior outlet is required for new portable generators. Power cords must never be modified to connect a generator to an interior power receptacle. The installation must be coordinated and inspected through the Association's Property Management Company, which may charge a fee for this service.

- Portable generators shall not be used within the interior of the Unit, including any garage, and cannot be placed any closer than 10 feet from any structure, inclusive of any deck or porch. Since potentially deadly exhaust fumes can enter a Unit through any opening, in turn resulting in severe injury or death to unsuspecting occupants, the generator's exhaust must be faced away from the building. Portable generators must be stored in a garage or otherwise out of sight when not in active use.

- Unit Owners wishing to install a generator must first obtain approval from the Board. The proposal for a permanent generator must show the installation site and document that all permits and inspections needed have been or will be obtained. All permanent generators must be powered by the Unit's existing propane system. The Board reserves the right to determine placement of the permanent generator, so it is as unobtrusive as possible (both sound and look) and as invisible as possible from the street.

- The Owner is responsible for restoring the ground and landscape around the generator to the state prior to installation and provide plantings or visual cover if the Board determines such are necessary.

Operation of Permanent and Portable Generators:

- Generators may only be used during power outages. Generators which operate at a manufacturer's decibel level below 80 dB may operate 24 hours per day. To reduce noise and annoyance to neighbors, existing generators which operate at a decibel level higher than 80 dB may only be used between the hours of 5am and 11pm.

- Permanently installed generators are permitted to run standard, short operational tests for no more than 20 minutes per week when there is no power outage. So the noise of the test is

minimally invasive to other Unit Owners, all testing must be scheduled between 11 AM and 12 noon on Tuesdays.

- Maintenance of permanently installed generators is required to ensure the Unit operates at or below the manufacturer's specified decibel level.
- When refueling portable generators, allow plenty of time for the generator to cool. Gasoline vapors can easily ignite, causing flash fires and sever injuries. Generator fuel must be stored a minimum of 10 feet from the generator when in use.
- The installation of carbon monoxide detectors in the basement and on each living level is strongly recommended.

Owner's Responsibility in Event of the Sale of Property:

It is the Owner's responsibility to secure written agreement of a new buyer to these rules and regulations regarding generator transferred with the property.

Acceptance of Terms:

Unit Owner Signature: _____ Date: _____

Approved (Board Officer): _____ Date: _____

APPENDIX D: EXTERIOR UNIT MODIFICATION AGREEMENT (EUMA)

The Ridge Association at Moody Point

Revised Form Dated August 2026

Date Requested: _____ Greenstone Assigned Number: _____

Unit Owner Name(s): _____

Address/Unit # _____

Contact Numbers: _____

Please describe Modification requested. (This description and any submitted diagram of modification is part of the agreement.) Include vendor information, if available. If this EUMA includes the placement of any device (air conditioner, mini split, etc.) on Common Land, then it shall specify size, color, location and landscaping planned (if any). In addition, if there is any electrical work in conjunction with this EUMA, it shall be properly permitted and work performed by a licensed electrician.

ATTACH diagram/pictures of proposed modification, if applicable.

We, the Owner(s) of the above-mentioned address, hereby accept financial responsibility for installation, repair, maintenance and up-keep of the modification approved and any damages that are incurred in connection with the proposed modification including any terms of approval noted in this document.

Owner(s) Signature & Date_____

Owner(s) Signature & Date_____

Return by email to the Property Manager at mgriffin@greenstonenow.com and a ***hard*** copy to: ***Property Manager at PO Box 88, Amesbury, MA 01913.***

The Board shall respond in writing (on the same EUMA form) to a complete modification request within forty-five (45) days of submission. Such response may require further information from the Owner.

Permission & Conditions: This signed EUMA permits only the modification noted in the agreement description above (and attachment, if needed). The Condominium Owner(s) has permission of the Ridge Association Board to modify and /or make additions to portions of the Limited and or general Common Areas of this Unit per the following, subject to the conditions in this document. NO deviations/changes from the approved plan will be allowed without further written approval from the BOD.

As the Association is responsible for the long-term maintenance and upkeep of Common Areas and those building components identified in the Declaration and Bylaws, any Association - approved construction, modification, alteration, or repair affecting the Common Area or Limited Common Area shall be performed by properly licensed and insured contractors retained by the Owner with a certificate of insurance that names the Association as an additional insured provided to and approved by the Board prior to the commencement of any work.

The Owner(s) shall be solely responsible for selecting, retaining, directing, and supervising all contractors performing the work and for ensuring compliance with all applicable permits, building codes, manufacturer specifications, and the Board's approval. Copies of all approved permits must be provided to the Board before the commencement of work.

The Property Manager shall serve solely in an administrative capacity on behalf of the Association, including coordinating communications, collecting documentation, facilitating implementation of Board decisions, processing payments authorized by the Board, maintaining project records, and coordinating access to Association property when necessary. All invoices for payments authorized by the Board shall be forwarded to the Property Manager for review in consultation with the Board before payment is issued.

Neither the Association nor the Property Manager shall supervise construction, direct contractors, certify workmanship, inspect for construction quality, provide engineering or architectural services, or assume responsibility for the means, methods, sequencing, safety, or quality of the work performed.

If construction reveals deterioration or defective building components, those remain the Association's responsibility under the governing documents. The Association shall be financially responsible for those repairs.

(1) Installation, Maintenance and Repair of the modification proposed:

The Owner(s) agrees to abide by all the following:

- All contractors shall maintain insurance meeting the Board's minimum requirements, and certificates of insurance that name the Association as an

additional insured shall be provided to the Property Manager before work begins.

- For modifications with a likely cost greater than $7,000 the Ridge Association must be the contractual party and, as such, the contract must be signed by two members of the Board and by the vendor. The vendor will invoice the Association for the cost of the project. The Association will make payments to the vendor and then assess the charges plus the contractual Property Manager's fee to the Owner(s). The cost of the project is entirely that of the named condominium Owner(s). Nothing contained in this provision shall expand the Property Manager's responsibilities beyond administration of the Board's directives.
- *Special conditions applicable to projects that involve only the replacement of windows:* If replacement is limited to sash replacement, an EUMA is required, but there will likely be no involvement of the Property Manager. If both one or more windows and frames are to be replaced, then the full requirements of the EUMA shall be applicable.
- The ongoing work for the modification must be maintained in clean, sanitary, safe, and aesthetic conditions at the Owner's expense.
- No trash resulting from this project may be placed in the MPCA dumpster or in a recycling bin for the weekly MPCA collection. The Owner(s) shall provide information to the Board prior to the start of the work as to how debris shall be handled and removed from the Property.
- If a dumpster or portable toilet is needed, it cannot be placed on the grass. Placement should be determined in consultation with the Property Manager.
- The maintenance, upkeep, repair, and/or replacement of the modification is the financial responsibility of the Owner(s) in accordance with the Ridge Declaration, By-laws, Regulations, Rules and Procedures adopted by the Board, either as currently existing or in the future, at the Owner(s) expense for as long as the Owner(s) owns the Unit.
- The Owner(s) must repair and restore any and all damaged parts of the Limited Common Area caused by the requested modification, its installation, and/or its continuing existence. The Association shall make any repairs to the Common Area necessitated by the work done and may assess such costs to the Owner(s).
- The Owner(s) must purchase any additional insurance to ensure that proper coverage is in place to cover the described modification at the Owner's expense.

(2) <u>Modification for Enlarging Existing Limited Common Footprint:</u>

This is not allowed under state statutes without a revision to governing documents and hence will be rejected by the Board unless Owner, entirely at Owner's cost, follows the provisions of the applicable RSAs, and is successful at any such proposed enlargement.

(3) <u>Sales of the Condominium Unit:</u>

In the event the condominium Unit is sold, the current Seller/Owner(s) is required to notify any new Buyer(s)/Owner(s) of the existence of this approved EUMA. The new Buyer/ Owner(s) must assume responsibility for maintenance, upkeep and repair of the approved

modification. The Buyer must sign a new EUMA provided by managing agent as part of the purchase and sale agreement (P&S) unless prior written Board approval to let the EUMA lapse at sale of the Unit has been obtained.

(4) Indemnification:

The Owner(s) shall defend, indemnify, and hold harmless the Ridge Association at Moody Point, its Board of Directors, officers, committee members, Property Manager, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, liabilities, costs, expenses, and reasonable attorney's fees arising out of or relating to the design, permitting, installation, construction, maintenance, repair, replacement, operation, existence, or removal of the approved modification, except to the extent caused by the negligence or willful misconduct of the Association or its Property Manager.

The obligations contained in this section shall survive completion of the work and remain in effect for as long as the approved modification exists unless otherwise released in writing by the Association.

(5) Remedies of the Association/Liens:

The Owner(s) is responsible for the complete maintenance of the modification(s).

If the BOD determines maintenance, upkeep, or repair of the modification is lacking, the Owner(s) will be notified by certified mail and/or hand delivery of the item(s) to be addressed provided 60-calendar days to discuss with the BOD and agree on a plan of action to remedy, unless such time period is extended by the Board. If the corrections are not made as agreed, corrections may be performed by the Ridge Association or its designate at the Owner(s) expense. The BOD may order the return of the modification of its Common Area or property to its original state. No corrections or expenses will be charged without allowing the Owner(s) the 60-calendar day specified time to perform first.

Owner(s) acknowledges and agrees to pay for all landscaping, repairs, upkeep and/or maintenance services performed to correct any violations under this agreement authorized by the Ridge Association Board. If the Owner(s) fail(s) to promptly pay for such services upon the billing rendered, the expense shall constitute a lien on the Owner(s) Unit. Any failure to pay in a timely manner may result in the institution of a collection action against the Owner.

(6) Disclaimers:

Approval of an Exterior Unit Modification Application, review of plans, collection of documentation, processing of payments, coordination of communications, observation of construction, or inspection by the Association or Property Manager shall not be construed as supervision of construction or acceptance of the quality of the work.

Neither the Association nor its Property Manager assumes responsibility for contractor performance, engineering, architectural services, code compliance, design, construction quality, or the future performance of the approved modification.

The Request Modification defined on page 1 with the Permission/Conditions for this **request #** _____ is:

Approved / Not Approved (circle decision)

_____ _____

Signature of President of Association Board Date

_____

Printed Name

APPENDIX E. LANDSCAPE RECOMMENDATIONS

Before planting or removing any trees or shrubs, please obtain approval from the Board. Remember that in general our soil conditions are acidic. Plants are subjected to wind. Consider whether your Unit is in an area visited by deer. Take care not to block utilities. Make sure that the mature size of the shrub will not become an issue with your driveway, path, or lower-level windows. Try to avoid perennials that excel at spreading. If you choose plants which require periodic maintenance within the growing season (fertilization, dead heading of blossoms, etc.) please remember that these will be your responsibility. Plant material and advice can be obtained from any local garden supply and plant nurseries in the area.

Plantings around Generators and A/C Units:

Plants should be a minimum of 36" from the Unit for ventilation and fire safety. Plants should not obstruct the ability to maintain the Unit. Be aware of the line of sight into your neighbors. Plants should be tall enough to hide the Unit. If applicable, please consider the mower radius when planting.

Avoid plants with long thin leaves, needles and branches which could fall off and blow into the vents and create a hazard. Stick to plants with shallower root systems to avoid cables or gas lines. Intrusive root systems can also damage or shift the concrete based.

Suggested: Evergreens (non-needled) boxwood, small arborvitae, PJM Rhododendrons, any native, non-invasive shrubs.

********** ADDITIONAL INFORMATION COMING SOON**********

APPENDIX F. LANDSCAPE MODIFICATION REQUEST FORM

Form Dated August 2026

Date Requested: _____ Greenstone Assigned Number: _____

Unit Owner Name(s): _____

Address/Unit # _____

Contact Numbers: _____

Please describe the modification that you are requesting. Please include the location, pictures or drawings.

New Plantings or Designs:
Name of plants, mature height of plants, any modifications to the size of garden beds

Removal Requests:
Reason for request to remove and plan if any for what will take its place. If shrubs or trees are outside of existing Unit area, please provide location.

Requests for Association Assistance:
Limbing, trimming, spraying, conversion of an area around your Unit.