

# Oakland Farms I Condominium Rules and Regulations

## TABLE OF CONTENTS

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<b>Table of Contents</b>	<b>Page 1</b>
<b>I. Oakland Farms Governance</b>	<b>Page 2</b>
A. The Association	
B. The Executive Board	
C. The Board's Responsibilities	
D. Rules and Regulations	
E. Common and Limited Common Areas	
<b>II. Exterior and Common and Limited Common Area Modifications</b>	<b>Page 5</b>
A. Windows and Door Replacements	
B. Decks and Awnings	
C. Exterior Lighting and Lighting Fixtures	
D. Garage, Attic, Storm Doors, and other Common Areas	
E. Exterior Vents	
<b>III. Heating System Conversions, Air Conditioning Units, and Generator Installations, Exterior Propane Tanks</b>	<b>Page 6</b>
<b>IV. Landscaping</b>	<b>Page 7</b>
A. General Landscaping	
B. Private Garden Guidelines	
C. Guidelines for Unit Owner Plantings	
D. Flags and Lawn Ornaments	
<b>V. Vehicles and Parking</b>	<b>Page 8</b>
<b>VI. Pets, Bird Feeders and Pest Control</b>	<b>Page 9</b>
<b>VII. Miscellaneous</b>	<b>Page 10</b>
A. Annoyance, Nuisance, UAV's, and Conduct	
B. Combustible Materials	
C. Garbage Disposals and Septic System	
D. Unit Rentals	
E. Propane and Charcoal Grills, Outdoor Heaters, and Fire Pits	
F. Satellite Dishes and Antennas	
G. Seasonal Decorations and Carbon Monoxide Detectors	
H. Signs – Estate Sale, For Sale, For Rent, Other	
I. Smoke Detectors	
J. Trash, Recyclables and Dumpsters	
<b>VIII. Appendix</b>	<b>Page 14</b>

# **I. Oakland Farms Governance**

## **A. The Association**

The administrative body in the community is an incorporated Homeowners Association (HOA). Homeowners are automatically members of the Association when they purchase a unit. Every unit represents one membership in the Association. If, for example, a spouses share ownership of a unit, they share one vote in the Association. The ownership of two or more units carries with it the same number of Association votes. That is, the owner of multiple units is entitled to one vote per unit owned.

## **B. The Executive Board**

The Oakland Farms I Condominium HOA is administered by an Executive Board composed of not less than three nor more than five members. These members are elected for a three year term by the homeowners at their annual meeting. In the event that a seat on the board is vacated mid-term the board members have the authority to appoint a replacement (to serve until the next annual meeting) from the Association membership.

## **C. The Board's Responsibilities**

The general duties of the Board include:

- Preparing an annual operating budget for presentation to the Association and adopting once approved
- Establishing a fund for capital replacement reserves
- Levying annual assessments
- Opening Association bank accounts and designating signatories
- Collecting the assessments and depositing them to the proper bank accounts
- Providing for the operation and upkeep of the property
- Formulating and amending the Association's Rules and Regulations
- Enforcing the provisions of the governing documents and the Rules and Regulations
- Obtaining and renewing the property insurance
- Annually reviewing the contract agreement with the Property Management Company and other contracted vendors
- Paying for all authorized services
- Keeping financial records in accordance with acceptable accounting practices
- Performing other tasks as specified in the *Rhode Island Condominium Ownership Act, The Rhode Island Condominium Act, and the Oakland Farms Condominium By-Laws.*

The Executive Board contracts with a Property Management Company to manage the day-to-day administration and operation of the Association. The Property Management Company manages financial reporting, budgeting and other accounting and bookkeeping services, this includes collecting dues and managing delinquent accounts. It can hire staff and service providers to care for Common Areas and handle work order requests for the repair and maintenance of Common Areas. It also manages insurance of Common Areas.

The Executive Board and Property Management staff meet as a body monthly to review the Association's financials, make policy decisions, and review requests submitted by members. For advice and assistance, the Executive Board also may appoint committees from among the Association membership.

Please refer to **Appendix 4, “RULES GOVERNING ESTABLISHMENT AND OPERATION OF AD HOC COMMITTEES”**.

Property Management shall have the right to access any unit for the purpose of making repairs, replacements, or improvements with the permission of the Unit Owner or Unit Renter. They may also have the right to access any unit to remedy certain conditions that could result in damage to the unit or connecting unit, i.e., gas leaks, water leaks, broken wires etc. without permission of the Unit Owners or Renters.

The Executive Board is not responsible for loss or damage to any supplies, goods and/or packages of any kind delivered to the Unit Owners or Unit Renters. The Executive Board and the Association are not responsible for any damage or liability to any unit which has been vacant for thirty days or more. The Unit Owner must notify Property Management if the unit will be unoccupied for a period of more than 30 days for the purpose of water considerations.

#### **D. Rules and Regulations and Enforcement**

Inquiries regarding the Rules and Regulations may be forwarded to Property Management and will be reviewed by the Executive Board for response. For any variances approved by the Executive Board, the owner assumes responsibility for any damage to the Common or Limited Common Areas that occurs as a result.

The By-Laws of the Oakland Farms I Condominium Association (Article III 3.2) authorize the Executive Board at any time and from time to time to adopt, repeal, or amend the Rules and Regulations governing the details of the operation and use of the Common Areas. Such restrictions and requirements are designed to prevent unreasonable interference with the maintenance and use by the residents of their units and the Common Areas. All residents are responsible for complying with the Rules and Regulations. Unit Owners shall be responsible for the actions of their tenants, guests, and visitors. Fines, in accordance with the Rhode Island Condominium Law, may be imposed for any violation of the Rules and Regulations. See Law cited at the end of this section.

It is suggested that all Unit Owners provide Property Management with the name and contact information for a local person for emergency contact, should the Unit Owner not be available for contact.

The Property Management Office will typically be the first to address a violation of a rule or regulation. If not remediated, a written warning of a rule violation will be sent to the Unit Owner from the Property Management Office, with a copy to the Unit Renter if the unit is rented. The owner will then have an opportunity to present his or her case to the Executive Board before the Executive Board acts on a fine.

The responsible Unit Owner may request in writing within ten (10) days of the initial citation, a meeting with the Property Manager to present his/her position. The Property Manager will assess the facts and present recommendations to the Executive Board.

If a Unit Owner makes a written request for a hearing, the imposition of the fine may be suspended until the hearing. The Executive Board may then, in its discretion, retroactively apply such fine if a decision adverse to the Unit Owner is rendered at said hearing. Fines are special assessments and shall be collected as such. Uncollected fines will become a lien against the unit until paid.

**“Rhode Island Condominium Law 34-36.1-3-20. Enforcement of declaration, by-laws, and rules”**

- a) *“An Executive Board may impose and assess fines against a Unit Owner as a method of enforcing the Association’s declaration, by-laws or rules and regulations. Such fines may include, but are not limited to, daily fines for continued violative conduct in the future. Notice and the opportunity for a hearing must be provided to an alleged violator before a fine is imposed and assessed. All fines shall be a lien on the unit charged.*
- b) *Daily fines imposed and assessed pursuant to this section shall be no more than one hundred dollars (\$100) per day for residential condominiums nor more five hundred dollars (\$500) for commercial condominiums.*
- c) *Fines other than daily fines imposed and assessed pursuant to this section shall be no more than five hundred dollars (\$500) for residential condominiums and no more than one thousand (\$1,000) for commercial condominiums.*
- d) *Any condominium declaration, by-law rule or regulation which purports to establish a maximum fine or daily fine shall be invalid.*
- e) *Hearings conducted pursuant to this section shall be before the Executive Board or a person designated by the Executive Board.*
- f) *A decision in a hearing held pursuant to this section must include costs in all cases and reasonable attorney fees, if the prevailing party is represented by a member of the Rhode Island Bar. Such attorney’s fees and costs shall also be a lien on the unit charged.”*

**E. Common and Limited Common Areas**

The term “Common Area” refers to the roofs, attic, foundations, exterior and the perimeter walls of each building, all streets, and all ways of egress to premises which includes driveways and walkways to individual units and all landscaping. The entrances must not be obstructed or encumbered or used for any other purposes other than ingress and egress to and from the units.

“Limited Common Area” includes the adjoining garage with a storage area, the attic, and the patio/deck adjacent to each of the units. Unit Owners must get prior a written approval for improvements of any kind to Common and Limited Common Areas, and to allow any contractor upon Common or Limited Common Areas for any purpose. The Unit Owner must ensure the contractor’s licenses and liability insurance, including Worker’s Compensation insurance if applicable.

No changes shall be made to the exterior of units, roofs, cupolas. And no modifications shall be made to decks, garages, attics, or the Common Area grounds without the prior written request approved by the Executive Board.

Unit Owners, Renters, their children, grandchildren, and guests are allowed on the Common Areas. However, no chairs, tables, bicycles, carriages, scooters, toys, and games (i.e., badminton, volleyball, croquet, basketball, etc.), may be left overnight in the driveway or Common Areas. These items must be kept in the garage or unit when not in use.

## **II. Exterior and Common and Limited Common Area Modifications**

### **A. Windows and Door Replacements – Approval Required**

All requests for window or door replacement and installation shall be submitted in writing to the Executive Board and Property Management by the Unit Owner and accompanied by plans, specifications, a material list, and the name of the contractor(s) that will perform the work. **Appendix 2**, “REQUEST FOR MODIFICATIONS”.

The proposed changes shall not jeopardize the structural integrity or property values of the unit in question, or the surrounding Common/Limited Areas. No windows, exterior or sliding doors may be installed without the approval of the Executive Board and Property Management. All window and door installations must comply with Oakland Farm specifications.

The Unit Owner is solely responsible for the maintenance and replacement of the following:

1. Exterior and storm doors, the color of exterior doors and trim shall be the same as the original.
2. All windows and screens to include broken window glass and hardware.
3. All patio/deck sliding doors.

Window treatments shall be lined or painted white to maintain the continuity of the exterior of the building.

### **B. Decks and Awnings – Approval Required**

**Decks:** All requests for changes to existing decks or addition of decks shall be submitted in writing to the Executive Board and Property Management by the Unit Owner and accompanied by plan specifications, a material list and name of the contractor(s) that will perform the work. The proposed changes shall not jeopardize the structural integrity or property values of the unit in question, or the surrounding Common/Limited Common Areas. No deck changes or additions may be made without the approval of the Executive Board and Property Management. Please refer to **Appendix 2**, “REQUEST FOR MODIFICATIONS” and **Appendix 3**, “REQUIREMENTS OF OAKLAND FARM CONDOMINIUM ASSOCIATION, INC. FOR THE ALTERATIONS OR ADDITIONS OF DECKS”.

Wooden decks and railings may be preserved with clear, semitransparent, or solid stains in shades of brown or gray.

No decks or railings shall be painted any other color. No solid sidewalls on decks are permitted. Composite decking is permitted; materials and colors must be approved by the Executive Board and Property Management. Shades of brown or gray are the only colors allowed for composite decks and railings; no other colors shall be used for decks and railings.

No screening, weathervanes, or velocity indicators are allowed on decks, the exterior of the windows, roofs, or cupolas or placed in any Common Areas.

No cabinets, shelves, portable tent-like shade units or other structures shall be affixed to the deck or building. Patio tabletop umbrellas are permitted and must be maintained in good condition and be of a neutral color compatible with the building. No floral or print umbrellas are permitted.

Unit Owners and Unit Renters shall **not** air-dry on their decks, patios, roofs, or Common Areas. Clothing reels or lines are prohibited. In addition, no clothing, tablecloths, beach towels, indoor rugs, or similar articles shall be left on decks, porches, patios or hung over deck railings.

**Awning's:** Permanent, dark green retractable awnings are permitted. Awnings must be attached to the building under the soffit. No awnings may be attached to the roof. All requests for installations of awnings shall be submitted in writing to the Executive Board and Property Management by the Unit Owner and accompanied by plans, specifications, a material list, and name of the contractor(s) that will perform the work. Installation requires prior written approval from the Executive Board and Property Management. Please refer to *Appendix 2*, "REQUEST FOR MODIFICATIONS".

#### **C. Exterior Lighting and Lighting Fixtures – Approval Required**

All requests for replacement of exterior light fixtures or installation of motion detection lighting shall be submitted in writing to Executive Board and Property Management by the Unit Owner and accompanied by a specification of the fixtures, and the name of the contractor(s) that will perform the work. The replacement fixtures must be comparable to those they are replacing. Proposed changes shall not jeopardize the structural integrity or property values of the unit in question, or the surrounding Common/Limited Common Areas. No changes to lighting fixtures may be made without the approval of the Executive Board and Property Management. Please refer to *Appendix 1*, "REQUEST FOR MODIFICATIONS".

Solar lighting may be used but must be placed only in garden and mulched areas and **must not** interfere with landscaping and lawn maintenance.

#### **D. Garage, Attic, Storm Doors, and other Common Areas – Approval Required**

All requests for alteration to Limited Common Areas shall be submitted in writing to the Executive Board and Property Management by the Unit Owner and accompanied by plans, specifications, a material list, and the name of the contractor(s) that will perform the work.

This includes but is not limited to, modifications and construction work in the interior of the garage and/or attic (this is essential to maintain a safeguard against the overloading of interior trusses beyond allowable load stress limit), and extensions or modifications of decks. Please refer to *Appendix 1*, "REQUEST FOR MODIFICATIONS."

#### **E. Exterior Vents – Approval Required**

Equipment and vents that perforate the roof shingles or siding that will be installed in Limited Common Areas such as attics and garages **must** be approved before installation. This includes kitchen fan venting. Please refer to *Appendix 2*, "REQUEST FOR MODIFICATIONS".

### **III. Heating System Conversions, Air Conditioning Units and Generator Installations**

#### **A. Heating System Conversions – Approval Required**

Changes to heating systems and installation of new heating/cooling systems including natural gas, propane, oil, and generators, shall be submitted in writing to the Executive Board and Property

Management by the Unit Owner and accompanied by specifications and the name of the contractor(s) that will perform the work. Please refer to *Appendix 2*, “REQUEST FOR MODIFICATIONS”.

#### **B. Air Conditioning Units, Generator Installations – Approval Required**

Installation of central air conditioning units **must** be approved by the Executive Board and Property Management. Please refer to *Appendix 2*, “REQUEST FOR MODIFICATIONS”.

Small window air conditioning units may be approved upon written request in advance of installation. The unit must be installed at the owner’s expense and only inside or rear windows. The owner must remove the unit at the end of the season. Units must be able to set within window wells and not need exterior bracing or support.

Requirements for generators are provided in *Appendix 4*, “*REQUIREMENTS FOR USE OF PORTABLE AND STANDBY GAS OR PROPANE GENERATORS*”. No generators may be installed without the approval of the Executive Board and Property Management. Evergreens of appropriate height and width **must** be planted to immediately cover and block equipment from street and adjacent neighbor view. Owners should refer to the equipment manufacturer’s guidelines before planting. Please refer to *Appendix 1*, “REQUEST FOR MODIFICATIONS”.

#### **C. Exterior Propane Tanks - Approval Required**

No Propane Tanks may be installed without the approval of the Executive Board and Property Management. This includes the installation of Propane Tanks for conversion of fireplaces, stoves, on-demand hot water systems, and heating/air conditioning systems. All Propane Tanks **must** be covered and blocked from street view. Evergreens of appropriate height and width must be planted to cover and block equipment from street view immediately. Please refer to *Appendix 2*, “REQUEST FOR MODIFICATIONS”.

### **IV. Landscaping**

#### **A. General Landscaping**

The Association is responsible for the maintenance of all landscaping in Common Areas. This includes mowing, mulching, weeding, and pruning of shrubbery and trees within the Common Area. All landscaping problems or concerns should be referred to Property Management to address.

#### **B. Private Gardens**

Over the years, the Executive Board and Property Management have approved the establishment of “Private Gardens” in Common Areas. The maintenance of Private Gardens is the responsibility of the Unit Owner, this includes pruning. Mulching of Private Gardens will be provided by the Association. Private garden signs are available through the Property Management office.

Private Gardens must adhere to the rules below for Unit Owner Plantings and Flags and Lawn Ornaments.

### **C. Unit Owner Plantings**

Executive Board Approval is required prior to planting of trees or shrubs along the perimeter of the owner's unit and in any Common Area within the Association. Due to electrical, telephone and television/cable wiring, septic systems and leaching fields it is critical that plans be approved by the Executive Board prior to any planting.

Plantings along the perimeter of the unit must be 12 - 18 inches from the siding when fully grown, to avoid interference and damage to the wooden shingle siding. Plant selection should be based on growth patterns to ensure that this distance is maintained. Please refer to **Appendix 2 "REQUEST FOR MODIFICATIONS"**.

Annuals and flowering perennials may be planted in mulched perimeter garden beds without prior approval. They must be properly maintained by the Unit Owner and must not extend over lawns or impede landscape work in any way. Planting of flowers or shrubs in or around utility boxes, mailboxes and poles is **not** permitted.

Contracting with any vendor to maintain the Common Areas, other than the Private Gardens, is not permitted. This includes landscapers, gardeners, or similar vendors. Contractors and vendors hired to maintain Private Gardens must be licensed and insured. Contractors and other vendors in violation of the Associations Rules and Regulations may be asked to leave immediately and any attendant expense incurred is the responsibility of the Unit Owner.

Vegetables, such as tomatoes, must be planted in pots and not in Common Areas. These pots must not interfere with landscaping maintenance. Empty pots, dead plants and other unsightly items may not be stored or disposed of in any Limited or Common Areas.

### **D. Flags and Lawn Ornaments**

Owners are permitted to fly an American flag no larger than 3 x 5 feet. The flag holder should be placed on the garage. Up to one additional flag is allowed.

Flower bed ornaments, bird baths and bird feeders may only be placed on the rear of the unit. The Executive Board reserves the right to request removal of items determined to be non-conforming.

## **V. Vehicles and Parking**

Unit Owners, Unit Renters, their guests, workers, and employees of the Association shall operate their vehicles at the speed of 20 mph within the confines of Oakland Farms and shall observe all other posted signs, including but not limited to STOP signs located at intersections.

All vehicles should be parked in garages overnight, especially during winter months. Any vehicle left in the driveway overnight and during a snowstorm is at risk, and the Association will not be held responsible for any damage to it during snow removal.

No vehicles of any kind should be parked on the road overnight. No vehicle of any kind shall ever be parked on areas other than paved areas. Exceptions may be permitted at the discretion of the Executive Board for a limited time.



It is recommended that garage doors be closed especially at night to ensure pest control. The Association will not be responsible for pest removal if garage doors are consistently left open.

No maintenance or repair work shall be done on any vehicle except when in a garage and totally isolated from public view.

If the Unit Owner or Unit Renter has more than two cars, a written request **must** be submitted to the Executive Board and Property Management to allow for overnight parking in the driveway.

Overnight parking for guests is permitted for 7 days without Executive Board permission. Please advise Property Management when guest parking is longer than 7 days.

No boats, boat trailers, motor homes, trucks or vehicles displaying lettering of a business nature, camping trailers, camping vans, go-carts, dune buggies, golf carts or other similar vehicles, whether of a recreational nature or otherwise will be permitted on driveways or streets.

By advanced request in writing to the Executive Board, permission may be granted to park a motor home, camping trailer or van of guests on the driveway of a unit for a limited period of time, not to exceed seven days.

## **VI. Pets, Bird Feeders and Pest Control**

### **A. Pets**

Two domestic pets are allowed per Unit Owner. All pets that are walked, shall be kept leashed and under the control of their owner whenever they are outside of the unit, and shall not be allowed to run free. No “invisible fences” shall be installed on Common or Limited Common Areas. It is advised that cats remain indoors.

Unit Owners and Unit Renters are responsible for keeping their pet always leashed and picking up after them. Anyone not picking up after their dog will be subject to a hearing and fined.

Pet owners and dog walkers should be aware of their neighbor’s privacy and not walk their pet within 100 feet of a building. It is recommended that dogs be walked along the streets and be encouraged to eliminate on the grass. Pet owners may also refer to the Portsmouth Town’s ordinance regarding pets.

### **B. Bird Feeders**

Bird Feeders should be elevated and must be positioned in the back of the unit. Unit Owners and Unit Renters are responsible to clean up any debris resulting from bird feeders to avoid attracting skunks, mice, rats, or coyotes. It is recommended that Unit Owners who enjoy bird feeding use no waste bird food. Unit Owners and Unit Renters must refrain from feeding wildlife such as turkeys, deer, coyotes etc.

### **C. Pest Control**

The Association will only address and pay for control of pests in the Common and Limited Common Areas and only for those that can do structural damage to buildings. These pests may

include bees, wasps, termites, carpenter ants, powder post beetles and carpenter bees. All other pests are the responsibility of the Unit Owner.

## **VII. Miscellaneous**

- A. Annoyance, Nuisances, UAV's and Conduct
- B. Combustible Materials
- C. Garbage Disposals and Septic Systems
- D. Unit Rentals
- E. Propane/Gas and Charcoal Grills, Outdoor Propane Heaters, and Fire Pits
- F. Satellite Dishes and Antennas
- G. Seasonal Decorations
- H. Signs - Estate Sale, For Sale, For Rent, Other
- I. Smoke Detectors
- J. Trash, Recyclables and Dumpsters

#### **A. Annoyance, Nuisances, UAV's, and Conduct**

Any use or practice which is a source of annoyance to residents, or which interferes with the peaceful possession, privacy, and proper use of the property by its residents is prohibited.

No Unit Owner shall make or permit any unreasonable noise that will disturb or annoy other residents or permit anything to be done which will interfere with the rights, privacy, comfort, and convenience of other residents. This includes loud parties, consistent dog barking at all hours, and verbal abuses of neighbors, Executive Board members or contracted vendors.

Unmanned Aerial Vehicles (UAV's), Drones and other Radio-Controlled Devices should not be directed near other units or Unit Owners.

All Unit Owners, vendors and contractors are subject to the Town of Portsmouth Noise Ordinance. For further information refer to [www.portsmouthri.gov/313/ordinances](http://www.portsmouthri.gov/313/ordinances).

#### **B. Combustible Materials**

No Unit Owner or Unit Renter shall store any flammable, combustible, or explosive material, or chemical or hazardous substance (propane, gasoline, kerosene, turpentine, etc.) in the garage and/or attic.

#### **C. Garbage Disposals and Septic System**

Everything that is flushed down the toilet, or poured down the sink, shower, or bath (everything that goes down the drain) ends up in your septic system. What goes down the drain affects how well your septic system works. All Oakland Farm units are on septic systems. Two bedroom units share a system and three bedroom units each have their own system. The septic systems are inspected and maintained by the Association.

It is recommended to avoid using a garbage disposal with a septic system as it reduces the effectiveness of your septic system. It creates additional expenses for the Association. There are greener ways of disposing of food wastes. Do not flush anything but human waste and septic safe toilet paper down the toilet.

#### **D. Unit Rentals**

Unit Owners have the right to lease their unit provided they comply with the following stipulations:

- The term of the lease must be a minimum of 6 months. Sub-leasing is not allowed.
- No more than two (2) people per bedroom can occupy the unit.
- The Unit Owner agrees to provide an executed copy of the lease along with the completed OFCA Tenant Registration Form to the Property Management at least ten (10) days in advance of proposed occupancy date. The Tenant Registration Form, see *Appendix 2*. The form can also be obtained at the offices of Property Management and on the Property Management OFCA website.
- The Unit Owner is responsible for providing a current copy of the Oakland Farm Condominium Rules and Regulations to the tenant. Tenants are required to sign the Tenant Registration Form acknowledging their receipt of the Rules and Regulations and acknowledging that they have read and agree to abide by the Rules and Regulations.
- Occupants of the unit, on a day-to-day basis, will be only the tenant or tenants named or listed on the OFCA Tenant Registration form (the Unit Owner will be required to certify the form).

- Realtors are to be advised by the Unit Owner in advance of these mandatory requirements and will be required to conform.
- The Association has the responsibility of protecting the long-term investments of all its' Unit Owners. Unit Owners who do not abide by the above regulations will be required to attend a hearing. A hearing may result in a fine until they are in full compliance.

#### **E. Propane and Charcoal Grills, Outdoor Heaters, and Fire Pits**

Barbecue grills, propane heaters and propane fire pits are permitted on decks only and with adequate safety precautions. If the unit has no deck, grills, heaters, and propane fire pits may be placed on the ground in the rear of the unit but must be removed from the lawn when not in use. Grills, propane heaters and propane fire pits are not to be used in the driveways, garage, or enclosed screened-in porches. Wood burning fire pits are not allowed anywhere on the Oakland Farm property.

#### **F. Satellite Dishes and Antennas - Approval Required**

Unit Owners **must** notify Property Management of their intent to install an Over-The-Air-Reception Device.

Unit Owners are permitted to install and maintain specific types of Over-The-Air-Reception Devices as defined in the FCC (Federal Communications Commission) OTARD (Over-The-Air-Reception Devices) Rules, provided they comply with the FCC OTARD installation restrictions pertaining to condominiums.

#### **Types of Over-The-Air-Reception Devices allowed:**

1. A "dish" antenna one meter (39.37 inches) or less in diameter, and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
2. An "antenna" that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.
3. An antenna that is designed to receive to receive television broadcast signals.

#### **Installation Restrictions**

1. Installation is allowed only in exclusive use areas (Limited Common Areas including patio, deck, back gardens, and side gardens beyond garage), and the device must be wholly contained within that Limited Common Area and not overlap onto a Common Area.
2. Installation is NOT allowed in Common Areas (roof, exterior of building, lawn, walkways, front gardens, side gardens along garage).
3. The Association is **not** obligated to provide a place for the owner to install an Over-The-Air Reception Device if the owner does not have a Limited Common Area.

4. If a mast is required to attain a signal within an area of exclusive control and said mast extends more than twelve (12) feet above the roof line, a permit is required from the Executive Board, the sole purpose of the permit being to allow the Executive Board to determine that safety issues (lightning, high winds) have been adequately considered for the mast installation.
5. If a mast is required to attain a signal within an area of exclusive control, and documentation is provided to the Executive Board validating such, then the Executive Board will consider granting approval for an alternate satellite dish or antenna location on the rear of the unit. If by Executive Board approved exception, a satellite dish or antenna has been attached to the structure, and is subsequently removed for any reason, the owner is required to restore the structure to its previous condition (e.g., adequately filling holes).

The following types of antennas are **not** allowed: Antennas used for AM/FM radio, amateur (“ham”) radio, CB radio, Digital Audio Radio Services (“DARS”) or antennas used as part of a hub to relay signals among multiple locations.

### **G. Seasonal Decorations**

During the holiday season, electric or battery operated candles with white or clear bulbs may be placed in the windows. White or clear lights may be placed on the bushes in front of the units. Multicolored, blinking or running lights are prohibited on the exterior of the unit. No decorations shall be mounted on the exterior of the unit that would cause damage. Seasonal decorations such as wreaths may be hung on front doors. Freestanding lighting displays and decorations are not permitted on the Common Areas.

Seasonal decorations should be removed promptly after the appropriate holiday. All decorations are subject to review by the Executive Board upon complaint of any Unit Owner. The Association has the right to require any owner to remove any decorations upon written notification to that effect.

### **H. Signs - Estate Sale, For Sale, For Rent, Other**

Garage or yard sales or any similar activity are **not** permitted. Unit Owners are permitted to conduct an estate sale with certain provisions. These include the following:

- All business must be conducted inside the unit.
- The garage doors must remain closed during the sale.
- The Unit Owner will ensure that no cars are parked on the grass or blocking any roadways, driveways, or mailboxes.
- Two small signs are permitted and must be removed immediately following the sale.
- The estate sale may be conducted for no more than 6 continuous hours. A second consecutive day will be permitted if necessary.
- A Unit Owner may conduct only one estate sale per year.

“For Sale,” “For Rent,” business advertisements, notices or other signs shall **not** be exhibited, inscribed, painted, or affixed by any Unit Owner or Renter on any part of the premises or buildings without prior written consent and approval of the Executive Board. “Open House” signs for units that are for sale do not need Executive Board approval but are limited to 3 hours on the day of the open house and must be removed immediately after the open house.

## **I. Smoke Detectors and Carbon Monoxide Detectors**

Unit Owners shall install and maintain in good operating condition, smoke and carbon monoxide detectors as required by law, in each unit, the Unit Owner shall be responsible for keeping the detector(s) operable at all times. Unit Owners shall abide by all state regulations, maintain their smoke, and carbon monoxide detectors appropriately. Please refer to the Office of the State Fire Marshal website: <https://fire-marshal.ri.gov> for more information.

## **J. Trash, Recyclables and Dumpsters**

### **1. Trash and Recyclables**

Garbage and similar food refuse, waste and recyclables shall be placed only in Heavy-Duty Containers provided by the trash vendor and placed at the end of the Unit Owner's driveway the night before or prior to 7 am the morning of pick-up. Do not place garbage or trash out.

earlier than the PM (evening) before the pick-up-day. Unit Owners and their Renters must remove garbage containers from the road and/or driveways as soon as possible after scheduled pick-up. If this is not possible please ask a neighbor or friend to help you.

Furniture, home appliances and other electronic devices should not be placed in the trash containers. These items can be taken to the Portsmouth Transfer station. Town Transfer Stickers are available for purchase at the Town Hall and may be purchase for one year or one week.

### **2. Dumpsters – Approval Required**

No dumpsters, moving and storage receptacles, etc. shall be placed on Limited Common Areas (i.e., driveways) without prior approval of the Executive Board and Property

Management approved dumpsters, moving and storage vehicles, etc. must be placed on skids to protect the driveway.]

## **VIII. Appendixes**

Appendix 1.- Request for Modifications

Appendix 2– Deck Alterations

Appendix 3 – Requirements for Portable and Standby Generators

Appendix 4 – Tenant Registration Form

Appendix 5 - Establishment of Ad Hoc Committees

***Appendix 1***

**Oakland Farms Condominium Association**

**REQUEST FOR MODIFICATIONS TO BUILDING OR PLANTINGS**

*See Appendix 2 for guidance on Alterations or Additions to Decks*

*See Appendix 3 for guidance on Generators and Propane Tanks*

NAME \_\_\_\_\_ UNIT \_\_\_\_\_

ADDRESS \_\_\_\_\_

BRIEF DESCRIPTION

SKETCH

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Please submit this FORM to:  
**Oakland Farms Condominium Board**  
**C/o Premier Property Management,**  
**26 Valley Rd Suite 203, Middletown, RI 02842**

## ***Appendix 2***

### **Oakland Farms Condominium Association**

#### **REQUIREMENTS OF FOR THE ALTERATIONS OR ADDITION OF DECKS**

##### **NEEDED FROM UNIT OWNER:**

1. Request in writing, Using the Request for Modification Form
2. Diagram of area to be altered or addition to be made.
3. Identity of contractor(s)
4. License No. (from your contractor)
5. Copy of Insurance Certificate (from your contractor)

##### **UPON RECEIPT OF THE ABOVE INFORMATION:**

1. Information will be reviewed by the Board and Property Management.
2. You will receive a notification of approval or rejection from Property Management on behalf Board.

##### **BUILDING PERMIT: (UNIT OWNER'S RESPONSIBILITY)**

1. You will need to take a copy of your letter of approval and diagram to the Portsmouth Building Inspector to purchase a Building Permit.

##### **BUILDING SPECIFICATIONS:**

1. Loam **must** be removed from beneath proposed deck area.
2. Area **must** be covered with polyurethane (6 Mil)
3. Polyurethane **must** be covered with #2 stones.
4. At least 3 foot concrete footings are to be used.
5. Use pressure treated lumber.
6. Use galvanized nails.
7. If deck is 30" off the ground, you **must** use railings 36" high. If it is 30" or more off the ground spindles are **required**.
8. Refer to **Rules & Regulations** for requirements for color and materials.

##### **UPON COMPLETION THE UNIT OWNER MUST:**

1. Submit a final copy of the building permit signed and approved by the Portsmouth Building Inspector for Association records.
2. Repair and replace any damage to driveways, lawns and/or shrubbery.

Please submit this FORM to:

**Oakland Farms Condominium Board  
C/o Premier Property Management,  
26 Valley Rd Suite 203, Middletown, RI 02842**



### ***Appendix 3***

## **Oakland Farms Condominium Association**

### **REQUIREMENTS FOR USE OF PORTABLE AND STANDBY GAS OR PROPANE GENERATORS**

1. Written request using the Request for Modification Form is required for the use and installation of a portable or standby gas or propane generator.
2. If generator is to be connected to the home electrical service, name of electrical contractor and proof of insurance must accompany the written request.
3. If owner is using generator to directly plug appliances into the generator, a heavy duty extension cord which is rated for outdoor use must be used.
4. Generator must not be run inside of house or garage.
5. Generator must be placed outdoors in a pre-approved location and not near any windows or vents – a site visit by management is required. Unit must be camouflaged with plantings: evergreens and/or grasses immediately.
6. All manufacturers' recommendations must be followed including grounding.
7. All local and state codes if applicable must be adhered to.
8. Unless specified for medical reasons only, generators may not be run between the hours of 10 pm and 6 am, unless there is a power outage.
9. Automatic testing should be conducted on a weekday late morning or early afternoon.

## Appendix 4

### Oakland Farms Condominium Association

#### OAKLAND FARM CONDOMINIUM ASSOCIATION TENANT REGISTRATION FORM

TODAY'S DATE \_\_\_\_\_

OWNER'S NAME \_\_\_\_\_

OWNER'S CONTACT INFORMATION \_\_\_\_\_

OWNER'S SIGNATURE \_\_\_\_\_

OWNER ACKNOWLEDGES THAT THE TENANT'S OCCUPANCY IS CONTINGENT UPON THE  
ADHERENCE OF THE OAKLAND FARM CONDOMINIUM ASSOCIATION'S RULES AND REGULATIONS

I/WE CERTIFY THAT I/WE HAVE RECEIVED AND READ THE RULES AND REGULATIONS OF THE OAKLAND FARM  
CONDOMINIUM ASSOCIATION. I/WE UNDERSTAND AND WILL AGREE TO BE BOUND BY ALL THE TERMS AND  
PROVISIONS SET FORTH THEREIN.

TENANT'S NAME \_\_\_\_\_

PLEASE PRINT

SIGNATURE \_\_\_\_\_

LEASE DATE BEGINS \_\_\_\_\_ LEASE DATE ENDS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

STREET

CITY

STATE

ZIP

AUTO REGISTRATION(S) \_\_\_\_\_

**\*NOTE: IF MORE THAN ONE PERSON IS OCCUPYING A UNIT, EACH TENANT MUST SIGN THE TENANT  
REGISTRATION FORM & ALL OCCUPANTS MUST BE LISTED.**

PLEASE RETURN THIS FORM TO:

PREMIER PROPERTY MANAGEMENT 26 VALLEY ROAD SUITE 203 MIDDLETOWN, RHODE ISLAND 02842

## ***Appendix 5***

### **Oakland Farms Condominium Association**

#### **RULES GOVERNING ESTABLISHMENT AND OPERATION OF AD HOC COMMITTEES**

Ad Hoc Committees may be established at the discretion of the Oakland Farms Condominium Association Executive Board. Committees can be formed for a specific task or objective and must be dissolved after completion of the task.

It will be the responsibility of the Board to determine a specific written charter, the time period, and reporting requirements to the Board and to the Association membership. The committee must include a minimum of one current Board member. There is no limit to the number of Board members who may serve on a specific committee.

Ad Hoc Committees will have authority only to make recommendations to the Board. Approval from a majority of the Board is necessary for any actions requiring expenditure of funds, or interface with any vendors or suppliers.