

## **RESIDENT HANDBOOK**

Naushop Homeowners' Association Trust  
Nantucket, MA 02554

2024 (Updated April 23, 2024)

## INTRODUCTION

The Naushop Homeowners' Association is comprised of 196 building lots along with the amenities of a Clubhouse, playground, tennis and pickle ball courts as well as an adult and kiddie pool.

Because the community is a homeowners' association of individually owned homes, the common use roadways and amenity structures/buildings are jointly owned by the individual homeowners.

Homeowners join to form the Naushop Homeowners' Association Trust. This Trust elects a Board of Trustees. The Trustees are responsible for the operation of the property. However, they may form agency relationships to collect the fees, to pay the bills, and to deal with maintenance and repair issues.

Because many residents often have questions regarding our neighborhood, financial matters, and the general operation of the homeowners' association, the Trustees have prepared this handbook to assist all Owners and tenants. We hope that you find the information useful. Whether you are a tenant or an Owner, we sincerely hope that you enjoy living at Naushop, and we welcome both your comments and your participation in the operation of the community.

The Board of Trustees

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## I. TRUSTEES

Naushop Homeowners' Association Trust is governed and operated by a seven-member Board of Trustees. The Trustees are elected by the Owners at the Annual Homeowners' Meeting and serve terms of three years. The Trustees oversee the general financial, legal, and maintenance issues of the Homeowners' Association. They may choose to hire a professional management company to assist in these matters. The Trustees act in a capacity like officers of a corporation. They are responsible for issues that pertain to the community, not for maintenance or other issues that relate specifically to an individual home.

Homeowners and tenants are reminded that questions regarding maintenance and/or repair should be directed to the Site Manager and/or to a Trustee as applicable.

Name	Phone	E-mail
<b>General Mailbox</b>		<a href="mailto:trustees@nantucketnaushop.net">trustees@nantucketnaushop.net</a>
F. Scott Wilson, Chair	860-881-0609	<a href="mailto:fscottwilson@mac.com">fscottwilson@mac.com</a>
Ian Graham, Vice Chair	203 829-0606	<a href="mailto:ian.c.r.graham@gmail.com">ian.c.r.graham@gmail.com</a> Kate
Cherie Dentiste, Treasurer	774-922-0606	<a href="mailto:ccdentiste@yahoo.com">ccdentiste@yahoo.com</a>
Chris Kling, Secretary		<a href="mailto:Kling@jpfco.com">Kling@jpfco.com</a>
Noah Karberg	508-901-1175	<a href="mailto:noahjvk@yahoo.com">noahjvk@yahoo.com</a>
Jenny Kenneway		<a href="mailto:jennie@truelementsdesign.com">jennie@truelementsdesign.com</a>
Jon Katz		<a href="mailto:jonkatzmd@gmail.com">jonkatzmd@gmail.com</a>

## II. CONTACT INFORMATION

### Site Manager

Alan Burney  
Onsite Property Manager  
Naushop Clubhouse  
2 Kittiwake Lane  
Nantucket, MA 02554

508-325-4988  
508-325-4989 FAX  
[sitemanager@nantucketnaushop.net](mailto:sitemanager@nantucketnaushop.net)

### Management Company

The Dartmouth Group  
131 Hartwell Ave. Suite 115  
Lexington, MA 02421

[ClientServices@TheDartmouthGroup.com](mailto:ClientServices@TheDartmouthGroup.com)

781-275-3133

[AskAR@TheDartmouthGroup.com](mailto:AskAR@TheDartmouthGroup.com)

781-275-3133

Portfolio Assistant  
Ashley Digou

781-533-7254  
[aschoonover@thedartmouthgroup.com](mailto:aschoonover@thedartmouthgroup.com)

Director of Community Management  
Matt Page

781-831-3745  
[MPage@TheDartmouthGroup.com](mailto:MPage@TheDartmouthGroup.com)

After Hours On-Call

781-275-3133

### Insurance Agent

Brown and Brown of MA  
D/B/A Richard Endlar Insurance  
333 Elm Street # 300  
Dedham, MA 02026

781-247-6333  
[dfiscus@BBDedham.com](mailto:dfiscus@BBDedham.com)

### **III. GENERAL INFORMATION**

#### **Annual Meeting**

In accordance with the By-laws of the Naushop Homeowners' Association as Amended, an Annual Homeowners' Meeting is held each year, usually in August. The purpose of this meeting is to discuss any pertinent business of the Association and to elect Trustees. A quorum (33 1/3%) of Homeowners must be present (in person or by proxy) to enact most decisions. Homeowners are notified by mail as to the time, date, and location of the meeting. It is critical that Homeowners who cannot attend the Annual Meeting send their signed proxy so that at least 33 1/3% of the beneficial interest of the Trust will be represented at the meeting.

#### **Architectural Review Committee**

The Architectural Review Committee was established under the Naushop Declaration of Trust and Protective Covenants to protect the interests of the homeowners and to preserve the asset value of all building lots at Naushop. This committee is appointed by the Board of Trustees and oversees all exterior changes to Buildings and Building Lots. Owners contemplating changes to their homes must obtain approval of the ARC before proceeding with obtaining building permits, zoning variances or Historic District Commission approvals. No exterior alteration to any Building or Lot, including changes in color or materials, may take place without ARC approval. If you have any questions about seeking ARC approval or the process, please direct them The Dartmouth Group, 781-275-3133, or 4 Preston Ct., Suite 101, Bedford MA 01730. The forms are also available on the My Dartmouth Group Owner portal.

#### **Assessments (See also Fines)**

From time to time, the Trustees may find it necessary to finance a large capital expenditure through a special assessment of homeowners. Assessments that are not paid in a timely manner will be subject to the same fining structure as are the homeowner fees.

#### **Bicycles**

For your convenience, a bike rack is located at the Clubhouse. Please use it while you enjoy the pool, pickle ball, playground or tennis courts. Although unusual, bicycles have sometimes gone missing from front yards at our community. Residents are advised to keep valuables, including bikes, in secure areas. Keeping residents safe is a priority for our community and bicycle safety is a very important part of that endeavor. Naushop is very busy with homeowner, visitor and vendor/contractor traffic, especially in the summer season. Homeowners and their tenants and guests are encouraged to observe the state regulations regarding the wearing of helmets, to obey traffic regulations and to use caution when traveling on the Naushop roadways. A section of the Nantucket bike path runs by Naushop's entrance and exit at Old South Road. We encourage you to use caution, especially when exiting, and look for bikes before proceeding.

#### **Building Maintenance & Exterior Construction**

Naushop homeowners are bound by the Association's Declaration of Trust, By-laws and Protective Covenants. In addition, the Trustees have promulgated Rules and Regulations to protect the interests of the community. Homeowners should review these documents carefully as certain standards of maintenance of Building Lots are required. In addition, under these By-laws, changes to the exterior of the Building Lots require the prior written consent of the Architectural Review

Committee and the Nantucket Historical District Commission.

### **Common Areas**

Common areas are those areas that are jointly owned and used by everyone in the community. Common areas include the roadways, sidewalks, grounds and Clubhouse, including tennis courts and pool. With the exception of the Clubhouse bike rack, personal property may not be stored in a common area. Personal property left in common areas will be discarded without notice. Use of the common areas is solely at the risk of the user.

Homeowners and their tenants should take all reasonable precaution to protect the common areas against damage. Repairs to the common areas necessitated by misuse or negligence will be billed to the appropriate Building Lot Owner. Homeowners will be held responsible for any damage done by their guests, tenants, contractors, or employees.

Any damage to common property or equipment malfunction in a common area should be reported immediately to the Site Manager. Residents should take notice of and report any vandalism or damage to the Clubhouse or common areas by a resident, contractor or visitor. Please write down any pertinent information that might be useful in an insurance claim (i.e., a car license number). Please do not assume that this has been done by another resident or by the police.

Residents should immediately report any damage to the common areas to the Trustees or to the site management company. In general, repairs to the common areas will be paid for by the Association. However, any repairs or replacements necessitated by negligence, misuse or vandalism by a homeowner, family members, tenants, guests, vendors, contractors or workers employed by the homeowner must be paid for by that homeowner. If you are unclear about your responsibilities regarding care and use of the common areas, please consult the By-laws and/or the Site Manager for clarification. The Trustees encourage all residents to help maintain the common areas. Be sure that all guests, employees, and tenants adhere to these policies.

### **Contractor Work Hours**

Exterior construction activity and the use of machinery and equipment and garden tools, including power hedge clippers and lawn mowers, is restricted to the hours of 8:00 A.M. until 5:30 P.M. Monday through Friday, and 9:00 A.M. until 1:00 P.M. on Saturdays. No work shall be performed on the exterior of Naushop homes outside of these permitted hours or on Sundays and holidays. (See Contractor Guidelines in Section V on page 30.)

### **Driveways**

The Association is responsible for the roadway snow removal and upkeep as well as landscape maintenance of the common areas. However, each homeowner is responsible for the upkeep of his/her driveway, including routine upkeep, seasonal cleaning of weeds and the removal of snow. In addition, each homeowner is responsible for keeping debris, sand or gravel from migrating from his/her driveway onto the common sidewalks and roadways, especially during construction and remodeling.

## **Doors & Trim**

All paint colors on doors, exterior siding/clapboard or door frames must comply with Nantucket Historic District Commission and Naushop Architectural Review Committee standards.

## **Dumpsters**

Dumpsters, as used in construction and renovation projects, are regulated by the Association and the policy for them appears elsewhere in this handbook.

## **Electricity**

Individual electric meters, read monthly by National Grid, are located at each home. Individual home electrical usage is the responsibility of the homeowner. Electricity for all of the common areas is paid for from the homeowner fees. The streetlights on our private roadways, and on some building lots, are owned and maintained by Naushop. Should you note any problems with a streetlight, please contact the Site Manager.

## **Fines**

Any homeowner who does not comply with the Rules and Regulations or Protective Covenants and By-laws of the Association will be subject to action by the Board of Trustees. Interest charges and late fees will also be charged to individuals who do not pay the fines in a timely manner. While fines are outstanding, the Owner is considered “not in good standing” and is prohibited from using the amenities, such as pool and courts. The Rules and Regulations of the Naushop Homeowners’ Association are included in this Resident Handbook and provide information on the rules and administrative policies of Naushop, as well as the fining structure.

## **Fire Prevention**

Massachusetts State Law requires each homeowner who has fossil fuel burning equipment to install carbon monoxide detectors and smoke detectors in his/her home. Detectors should be checked periodically to insure their proper operation. In addition, each resident is encouraged to purchase a fire extinguisher for his or her home.

## **Handbook**

Homeowners should review this handbook carefully. Owners who rent their homes should be sure that their tenants receive a copy of the Resident Handbook and that they are familiar with its contents. Replacement pages will be issued to all homeowners as material is either added or updated. The handbook is available from the Clubhouse and can be viewed on the Naushop website at <http://www.nantucketnaushop.net/>.

## **Homeowner Fees (See also Fines)**

Annual dues are collected from each homeowner in an amount to be determined each year as part of the annual budget creation. These fees are paid in 2 equal installments due Jan 31 and Mar 31. There are 4 methods to make payments which are outlined each year in the budget letter and in email communications. The quickest and preferred payment method is through an online bank draft or credit card. Payments made through mailed checks are also accepted but have shown to take longer than expected to clear.



These fees are used to fund common amenities and expenses including, but not limited to, maintenance, landscaping, insurance, water, and contract staff. The dues are determined annually through the budget process. All homeowners are invited to participate in the annual Finance Committee meeting with the Treasurer to review historic and projected expenses and provide input. After final approval by the Board of Trustees, the budget including dues are provided to all homeowners in December.

If homeowner fees are late, the Owner is considered “not in good standing” and is prohibited from using the amenities, such as pool and courts. This includes any renters of the property. A late fee of \$47.50 per month plus interest of 1.5% monthly (18% annually) will be charged if dues are not paid on time.

### **Insurance**

Each year, the Trustees purchase insurance to cover damage to the common use areas and the Clubhouse building structure and mail kiosks. INDIVIDUAL HOMES AND PERSONAL PROPERTY ARE NOT COVERED. The Trustees recommend that all residents (Owners and tenants) purchase a homeowner's package policy that includes liability insurance, insurance on personal belongings and seepage coverage.

Banks and mortgage companies sometimes require a Certificate of Insurance before they will authorize a loan for a particular property. If you should need such a form, certifying that our complex is insured, please contact our insurance agent. His name and phone number are listed on page 5 of this booklet.

### **Keys**

Keys to mailboxes are the responsibility of each homeowner. Mail is delivered to the locked mailboxes located in the mail kiosks at the Clubhouse at 2 Kittiwake Lane. Mailboxes are US Post Office property, and homeowners who rent their homes are responsible for providing their tenants with keys, if desired. Neither the site management company nor the Trustees have copies of mailbox keys. Homeowners should pass along mailbox keys to the new homeowner when they sell their home. All other mailbox matters should be taken up with the USPS postmaster on Main Street or at the Postal Annex at 155 Old South Road. Homeowners expecting parcel delivery to the mail kiosks should check for the item promptly to avoid theft.

### **Landscaping and Decorations**

Care should be taken that the landscaping at your home is neat and attractive. Lawns should be mowed, weeds whacked and trees, shrubs or rose bushes trimmed so as not to overhang the common area walkways. Decorations placed on doors, windows, and front lawns are subject to the approval of the ARC and must be in keeping with the Protective Covenants.

### **Management**

The Dartmouth Group provides accounting and financial management services, along with supporting the Site Manager and his staff at Naushop. They are responsible for the collection and posting of the homeowner fees. They pay the bills of the Association and render financial reports to the Trustees.

The Dartmouth Group works with the Site Manager to ensure that the common area facilities are operating for the benefit of the homeowners as the Trustees intend and within budget. They also handle the mailings and communications to and from the Association's Board of Trustees and Naushop homeowners.

The site management is handled by Alan Burney of AB Property Maintenance and his staff. They are directly responsible for the day-to-day operations of Naushop, including the repairs and maintenance of the Clubhouse and common areas, and the implementation of the policies and procedures approved by the Board of Trustees. Alan may be reached by contacting the Clubhouse at 508-325-4988.

### **Noise**

In accordance with the By-laws of the Association, the sound level in any given home should be kept low enough so as not to disturb the occupants of neighboring homes. Residents should prevent and prohibit loud, offensive, or abusive noise coming from their homes. Loud music and loud talk is not acceptable, particularly after 10:00 PM. Noise complaints should be called in directly to the Nantucket Police Department.

Once the Nantucket Police Department has been summoned and the incident of loud or abusive noise substantiated in a written police report that establishes the street address of the noise, the Association will notify the Lot Owner in writing. Any repetition of the noise violation, by the homeowner, a contractor, temporary occupant such as a seasonal renter, or a guest, may result in a fine levied against the Lot Owner for the offense. An offense is deemed to occur each day prohibited noise occurs and for which a substantiating police report is created.

Fines for noise violations are established in the Schedule of Fines, which appears elsewhere in this handbook.

The Association, on the behalf of any Lot Owner denied the enjoyment of their home due to loud noise, may take steps to contact the Lot Owner of any Lot for which a second or subsequent offense occurs to inform him or her of the offense and secure the cooperation of any third parties such as a rental agent who may assist in stopping future offenses.

In addition, the Rules and Regulations of Naushop prohibit use of outside landscaping and gardening equipment at certain times; please refer to these rules when you plan your lawn maintenance.

The use of certain equipment is now banned within Naushop, as follows:

- Electric (plug-in) hedge trimmers and other such electric hand-held devices are allowed.
- Hand-carried portable gasoline generators will be permitted for operating plug-in electric devices.
- These generators may not be wheeled or stationary (truck-mounted) – they must be small and portable.
- The ban will include our Site Manager and other Naushop HOA-paid contractors except for roadway maintenance.
- Gas-powered backpack and "squirrel cage" wheeled leaf blowers are banned.

- The board has written a notification letter to landscaping companies on Nantucket.
- The board will assemble a list of compliant landscapers, ready to work in Naushop, if you need a reference.
- The ban does not apply to lawnmowers.

### **Parking (See Parking Policy and Parking Guidelines)**

Parking in Naushop is very limited. Our roads are narrow, and parking is further constrained by the need to always maintain access for emergency vehicles. Contractors, landscapers, and visitors further affect the availability of parking. For these reasons, the Trustees have developed a comprehensive set of Parking Regulations. Those Regulations, found in this handbook on page 25-29, undergo constant review and revision by the Trustees as they strive to create a parking system that most efficiently maximizes the use of our limited parking space.

All homes have driveways with space for at least one vehicle; most have room for two. Because we have limited curbside parking space, homeowners are strongly encouraged to use their driveways instead of parking at the curb, and they should encourage their own renters to do the same. There are no designated or reserved guest parking spaces in Naushop. Overnight parking on the curbs by homeowners, renters, or overnight guests is permitted only in accordance with the permitting process described in the Parking Regulations. Note particularly that, regardless of home ownership, any vehicle parked overnight on a street in Naushop requires a permit.

As more fully described in the Regulations, parking is prohibited in signed “No Parking” areas, on sidewalks, on any corner or curved section of curb, on the inside of islands in the cul-de-sacs, and where yellow striping appears (if any) on the road alongside curbs. The Trustees have the authority to assess fines for violations. The Trustees further have the right to tow, boot, or barnacle illegally parked cars at the car owners’ risk and expense. The overnight parking of contractor vehicles on the streets or in driveways at Naushop is strictly prohibited. Storage containers, dumpsters, boats, and boat trailers may not be parked on the streets at any time.

Please read the Parking Regulations on page 25.

### **Pets**

Pet owners must be responsible for their pets. -Dogs must be on a supervised leash while on common area property. (This is consistent with Nantucket Leash. Dogs are not allowed in the cut grass or on unimproved Building Lots. Dogs cannot be left on a leash or stake in common areas unattended.

1. Should your dog defecate on common property, you are responsible for pickup/removal. Bags containing such droppings **must not be left** in the common areas nor on sidewalks or roadways but be properly disposed by the dog’s walker. Dog owners can use the receptacles at each cul de sac and near the clubhouse to dispose of the bags.
2. Excessive barking, that which interferes with other residents' rights of "quiet enjoyment", will not be allowed.

### **Signs**

Residents may not display any signs or banners in the windows of their homes. Signage on buildings must comply with the limitations prescribed in the Naushop Protective Covenants and the Rules and Regulations. Political signs are prohibited on lawns, fences and driveways.

### **Summer Construction Prohibited**

During July and August, all major construction and hardscaping projects are prohibited without the express consent of the Trustees. This includes additions, expansions and site work of all kinds. Normal maintenance, repairs and emergency work are excluded from this restriction.

### **Taxes**

Taxes for individual homes in Naushop are the responsibility of the homeowner. Owners who live in their homes year-round may qualify for a residential exemption issued by the town. Forms for the residential exemption can be picked up at the Assessment Department located in Town Hall.

### **Telephone Numbers**

Every resident and Owner of Naushop must provide the Site Manager and the Management Company with their home, cell and work phone numbers and e-mail addresses. These numbers are critical in the event of an emergency. Please also provide the name and contact information for a caretaker if you contract with one for your Naushop home.

### **Traffic Regulations (see also, Parking Regulations)**

Owners and residents, along with their tenants, guests, vendors and contractors, are required to observe the posted traffic regulations. The safety of our residents was the priority in determining the flow of traffic at Naushop. Failure to obey posted restrictions with respect to one-way travel is considered a serious violation and will not be tolerated by the Board of Trustees. All identified violators are subject to fines and denial of access to community amenities.

### **Trash**

Trash must be kept on homeowner property in a closed container that is not visible from the street. Do not put your trash in open containers or in plastic bags. It is the responsibility of the homeowner to ensure that their trash is removed from their property in a timely manner. Neither Naushop nor the Town of Nantucket provides for trash pickup.

### **Voting**

All Nantucket registered voters vote at the Nantucket High School on Surfside Road.

### **Water**

The amount of water used at the Clubhouse building and pool is metered by Nantucket, and we are charged accordingly and paid for from our annual dues. The irrigation systems for the cul-de-sacs and the Clubhouse landscaping use well water.

### **Website**

Naushop maintains a website at [www.nantucketnaushop.net](http://www.nantucketnaushop.net). The website has both a public section

and a private section reserved for Naushop homeowners. Accessing the private section redirects the user to [MyDartmouthGroup.com](http://MyDartmouthGroup.com), a free online service offered by The Dartmouth Group and powered by Senearthco. MyDartmouthgroup.com provides secure access to your account information, announcements, Association financial information, HOA governing documents and meeting minutes. In addition, you may enter maintenance requests and contact the Management Company through this site. You are also able to make HOA dues payments through the website. Your email information is kept private and not shared with any outside source.

Each homeowner is provided with login instructions for the private section of Naushop's website.

#### **IV. GUIDELINES FOR SELLING AND RENTING**

##### **Selling Your Building Lot**

Lots must be sold in accordance with the provisions of the Declaration of Trust of the Naushop Homeowners' Association Trust. The seller is responsible for obtaining certificates of compliance and release from the Association. Please note the following rules and regulations:

1. In order to get your 6.04 certificate ("release") please go to [MyDartmouthSales.com](http://MyDartmouthSales.com) and order it. This is a third-party website called Community Archives that we use to process these orders. Once you have completed your order online it will be finalized in the Dartmouth office and the original hardcopy will be sent in the mail. Please be aware that there is a charge for this service. In order to avoid having to pay an additional expediting fee please place your order more than 6 calendar days in advance of your closing. If you have a balance on your account or your closing is in the subsequent month and you need to make a final payment, please contact the accounting department at 781-275-3133 or [AskAR@TheDartmouthGroup.com](mailto:AskAR@TheDartmouthGroup.com) for pay off instructions. You do not need to wait until final balances have been paid to order the 6.04 certificate. If needed, we will hold the order until final payment has been received. If you have any trouble navigating the website, please call the Community Archives help line at 1-800-995-0682 or [cacs@CommunityArchives.com](mailto:cacs@CommunityArchives.com).
2. The current homeowner must have all homeowner fees, fines, and assessments paid in full prior to issuance of the certificate. Outstanding fees should be paid by money order or bank cashier's check if the payment is made close to the scheduled closing date.
3. After the above forms, payments and information have been provide to the Trustees, the homeowner shall receive from the Trustees a notarized Paragraph 6.04 Certificate, certifying that all outstanding fees have been paid. Homeowners shall request this form no later than ten (10) days prior to the closing date.
4. You may also need to provide a Certificate of Approval from the Architectural Review Committee ("compliance") for your home. Please contact The Dartmouth Group if you require this for closing.

##### **Renting Your Dwelling (both short-term and long-term)**

If you are planning to rent your dwelling, please follow these guidelines:

Notify the Site Manager of your intent to rent your dwelling by completing the Owner Registration Form for Temporary Residents, which is available on the [Naushop website](#) or from the Site Manager.

Return the completed form to the Clubhouse so that your tenants may obtain your Naushop recreation and parking passes.

Provide your tenants with a copy of the Resident Handbook (available from the Clubhouse). Be sure that they are familiar with its contents.

## V. RULES AND PROCEDURES

Naushop is a small community with its residents living in close proximity to each other. We, as members of the community and as Trustees, attempt to allow each resident to enjoy living in the community to the fullest possible extent. At times, one homeowner's full use and enjoyment may conflict with that of another resident. In these situations, it is in the best interests of the community to set guidelines for behavior that balances the interests of all residents. The governing rules, regulations and restrictions for Naushop are found in the Declaration of Trust, the Protective Covenants and in the rules promulgated by the Board of Trustees. The Board of Trustees have clarified current regulations and drafted new ones with the help of a Rules Committee. Some of the following rules reflect the Common Scheme Restrictions contained in the Declaration of Protective Covenants as recorded at the Nantucket Registry of Deeds. These restrictions are imposed upon each Building Lot for the benefit of each other Building Lot and may be enforced by any Owner of a Building Lot, subject to the provisions of Article IX of the Naushop Declaration of Protective Covenants. Other rules have been added to provide clear guidelines for our community and ensure the mutual quiet enjoyment of our homes and enhance the values of the homes in our Association. The rules were designed to allow residents to live in harmony and take into consideration the best interests of everyone.

1. No Building Lot shall be used for any purpose other than for a single dwelling unit.
2. The use of Building Lots is restricted to residential purposes. No commercial activity, trade, service, business or occupation of any kind shall be conducted, maintained or permitted.
3. No boats, boat trailers or unregistered motor vehicles shall be stored or kept on any Building Lot unless fully enclosed within a building. No unregistered motor vehicles, boats, or boat trailers shall be parked on any roadway within Naushop.
4. No business or commercial vehicles bearing signs or advertisements of any type shall be parked overnight within Naushop unless fully enclosed within a building. Individual small pickups or vans bearing commercial signs less than 250 square inches may be parked in the homeowner's driveway. Commercial vehicles may park overnight on the Naushop roadway only upon prior written approval of the Board of Trustees.
5. No animal or pet shall be kept singularly or in such numbers as to create unreasonably loud noise or otherwise create a nuisance or be offensive to other residents. No pets shall be kept on any Building Lot or in any structure thereon except common domesticated animals. The keeping of reptiles, pigs, farm animals, rabbits, chickens, ducks, pheasants, guinea hens, like birds and other non-domesticated animals is prohibited. Dogs must be always leashed when on exterior portions of the Building Lots or upon any Naushop Community Area in accordance with the "leash law" of Nantucket, except that dogs shall not be permitted on the Clubhouse grounds. Owners and their guests and tenants shall be responsible to pick up and properly dispose of their animal's droppings.
6. Building Lots with frontage on Old South Road or any Lots resulting from a subsequent division or re-subdivision of the land constituting such Lots, shall not have driveway access onto Old

South Road.

7. Any vacant Building Lot shall be kept reasonably free of accumulations of brush, trash, or other materials which may constitute a fire hazard or breeding place for rodents or vermin.
8. Bicycles, grills, lawn furniture, personal property, recreational items, pools, swing sets, etc. shall be stored within buildings, enclosed yards or completely screened from roads and abutting Building Lots. All sidewalks shall be kept free and clear of all personal property and all plantings and bushes shall be trimmed back so that the full width of the sidewalk is accessible to pedestrians.
9. All garbage, refuse, trash, junk and items meant for disposal off site shall be kept in covered containers screened from view of abutting lots and roads.
10. No combustible fuels shall be stored above ground on any Building Lot except for such fuels normally stored in or used in the interior of a structure on the Lot. Any and all such fuels shall be stored within a structure in an appropriate container and completely screened from abutting Lots and roads.
11. No sign of any kind shall be displayed to the public view of any Building Lot except one (1) sign of not more than 100 square inches in size, except for quarter boards of a non-commercial nature.
12. Any modifications to Building Lots must be in compliance with the Nantucket Historic District Commission and the Naushop Protective Covenants. Prior approval of such modifications must be obtained from the Board of Trustees and the Architectural Review Committee in advance of submission to municipal authorities.
13. No structure shall be moved from without to within or from within to without any Building Lot. No tent, trailer, or temporary structure placed or maintained on any Building Lot shall at any time be used as a residence, except as provided in Article V of the Declaration of Protective Covenants. No structure on any Building Lot shall be occupied while in course of construction.
14. No noxious or offensive activity shall be carried on any Building Lot, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to another resident or cause damage to any other Building Lot or to the Naushop Community Areas.
15. No homeowner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other homeowners. The volume of television sets, radios, phonographs and musical instruments shall be turned down after 10:00 P.M. and shall always be kept at a sound level to avoid bothering neighbors. Contractors, including landscaping, painting or building contractors may perform work in Naushop between 8:00 A.M. and 5:30 P.M. Monday through Friday and from 9:00 A.M. until 1:00 P.M. on Saturdays. No work shall be performed on Sundays and Holidays.



16. No Building Lot Owners shall allow contractors to interfere with the rights, comforts or conveniences of other residents, including the right of quiet enjoyment of their property. The use of loudspeakers and/or loud boom box music is prohibited.
17. Any consent or approval given by the Trustees under the Rules and Regulations may be added to, amended, or repealed at any time by the Trustees upon reasonable notice thereof.
18. The recreational facilities and other amenities may only be utilized by resident homeowners and their guests, or registered tenants so long as accompanied by resident homeowner or registered tenant. Persons under sixteen (16) years of age shall not be allowed in the pool area unless accompanied by a responsible person or adult. The pool facilities may be used at the discretion of the homeowners or registered tenants who individually assume all responsibility for their own safety and that of their guests and are subject to the policies and procedures for use of the pool as defined by the Trustees. No guest of any homeowner or registered tenant may use the pool or any other Naushop Community Area or facility except in the presence of such homeowner or registered tenant. Valid Naushop recreation tags are required. No home may have more than four (4) guests at any one time in the pool area unless permission is granted by the Site Manager at least 48 hours in advance. There is a \$5.00 charge per guest per day for use of the pool area.
19. Glassware, alcoholic beverages and smoking are prohibited on the Clubhouse grounds, including the pool, tennis courts, pickle ball court and playground.
20. Use of recreational apparatus, including bicycles, scooters, skate boards and roller blades is not allowed in the Clubhouse, tennis or pool area.
21. Each Building Lot Owner shall be responsible for his own actions and conduct, and that of his/her family, guests, agents, servants, employees, invitees, licensees, lessees and household pets.
22. All parts of the Naushop Community Areas and Facilities shall be used only for the purposes for which they are by their nature intended, or as may be designated or permitted by the Trustees and are subject to the policies and procedures for use as determined by the Trustees.
23. Every Building Lot Owner shall complete and return to the Trustees an Occupancy Registration Form setting forth the following information: the names and addresses of the Building Lot Owner(s) and the names of any tenants or other occupants other than the homeowners and the occupancy dates and vehicle registration information. Building Lot Owners shall be required to notify the Board of Trustees of any changes of mailing address, the occupancy of the unit or vehicle information.
24. Homeowners and their guests and registered tenants must comply with the policies and procedures for use of the Naushop Community Areas and Facilities, including the pools, tennis courts, Clubhouse, shuffleboard courts and playground. Failure to comply with these policies may result in fines and/or restriction on use of these facilities.

25. Violations of Governing Restrictions - Building Lot Owners shall be responsible for the actions, omissions or violations of the Building Lot Owner, his tenants, occupants, guests, servants or invitees. In the event of a violation of the Association constituent documents, including the Declaration of Protective Covenants, Declaration of Trust and the Rules and Regulations, all as may be amended, the following policies shall apply.

- A. **Suspension of Community Area Privileges.** In addition to any other remedy, the right and privilege to use the Naushop Community Area amenities, including the swimming pool, Clubhouse and tennis courts, shall be suspended for any Owner that is not current in the payment of all common expense assessments and other charges applicable to his/her/their Building Lot or is not in good standing with the Association.
- B. **Fines for Violations:** The Schedule of Fines establishes the penalties for violating Rules and Regulations, according to the nature and severity of the violation and its impact on the community.

All allegations of violations must be in writing and signed before the Board will act. Under appropriate circumstances as deemed by the Board of Trustees in their sole discretion, the fine schedule may be altered.

Each offense shall constitute a separate violation. In the case of an ongoing offense, each day the offense continues shall constitute a continuing violation. Any fines levied shall constitute a lien upon the Building Lot, until the fine(s) are paid.

In addition, the Board of Trustees shall also have the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any violation. Should any legal costs or expenses be incurred by the Association to enjoin, abate or remedy the violation, such expenses shall be the responsibility of the Building Lot Owner from which the violation stems and shall constitute a lien upon the Building Lot until paid.

## **Tennis and Pickle Ball Court Regulations\***

- 1) Admittance by homeowners and registered tenants/guests into the tennis and pickle ball area will only be allowed with a valid Naushop recreation tag. Courts are to be used for playing racquet sports only and are not to be used for baseball, other ball games, skate boarding, etc.
- 2) The courts are available for use by homeowners, registered tenants and their guests from 7:30 AM until 7:00 PM. Homeowners and registered tenants must accompany their guest at the tennis courts.
- 3) Courts may be reserved using the [Skedda.com](https://www.skedda.com) app, via the Web, for 1-hour increments between 7:30 AM and 4:00 PM up to 24 hours in advance and for 90-minute increments from 4:00 PM to 7:00 PM. Both courts may be booked by the same Naushop home.
- 4) If not reserved, the courts are available on a "first come" basis. Reservations have priority but courts will be held for 15 minutes only. Please cancel if necessary so others may make reservations.
- 5) Proper tennis shorts and footwear are always required on the courts. Tennis sneakers are flat with regulation (not black) soles. Cutoffs and bathing suits are not allowed.
- 6) Glass or breakable containers, alcoholic beverages and food are not allowed on the courts. Animals are not allowed on the tennis courts.
- 7) An authorized adult must reserve courts for players under 16 years of age and must accompany them on the courts.
- 8) During non-staff scheduled hours, especially before Memorial Day and after Labor Day, use of the tennis courts is only by appointment with the Site Manager by calling 508-325-4988.
- 9) Roughhousing, foul language and excessive or inappropriate noise are not permitted, and offenders will be expelled at the sole discretion of the management staff.
- 10) Use of all courts (both tennis and pickle ball) is solely at the risk of the user. Tennis, pickle ball and other sports have an inherent risk of injury. The Association assumes no liability for injuries sustained during use of the facilities.

## Clubhouse Use Regulations

- 1) The use of the Clubhouse for private parties or events is restricted to Building Lot Owners exclusively. Use of the Clubhouse for private parties does not extend to use of the pool. The construction of tents, awnings, or other temporary structures is not allowed.
- 2) Owners must complete and sign the Facilities Use Request Form agreement (on the following page) and pay a deposit and a utility usage fee. A waiver of the deposit and fees may be made at the Board's discretion.
- 3) Time of use is defined in the agreement and cannot go beyond 9:00 PM. Maximum number of attendees at homeowner functions may not exceed fifty (50) people.
- 4) The Clubhouse may not be used for commercial purposes.
- 5) User is responsible for cleaning fees.
- 6) User must sign indemnification and "hold harmless" agreement for the association and its Trustees in the event of any incidents.
- 7) Naushop Homeowner Association requires liability insurance by the user - minimum \$1,000,000. Homeowner will also agree to add Naushop as an additional insured on their homeowner policy.
- 8) All parking for events of greater than 10 people will be offsite.
- 9) Events held in the clubhouse while the pool and tennis courts are open must still allow access to the restrooms by others.
- 10) All added charges, damages and cleaning fees will be due immediately. Damages will be as determined by the Board of Trustees.

These regulations may be modified at the sole discretion of the Trustees on a case-by-case basis.

# THE NAUSHOP HOMEOWNERS' ASSOCIATION

2 KITTIWAKE DRIVE, NANTUCKET MA 02554

\* A PRIVATE HOMEOWNERS' ASSOCIATION \*

## FACILITY USE REQUEST

*GRANTING OF PERMISSION TO USE THE NAUSHOP COMMON AREA FACILITIES*

*DOES NOT IN ANY WAY CONSTITUTE AN ENDORSEMENT OF AN INDIVIDUAL'S OR GROUP'S PARTICULAR BELIEFS OR PURPOSES BY THE NAUSHOP HOMEOWNERS' ASSOCIATION BOARD OF DIRECTORS, STAFF OR ANY AFFILIATE OF THE ORGANIZATION*

For consideration of requests for use of the Naushop Homeowners' Association Common Area including the Clubhouse and recreation area, this form must be completed in its entirety and returned to the Site Manager as soon as possible.

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

### USER INFORMATION (PLEASE PRINT CLEARLY)

Naushop Owner Name ("User"): \_\_\_\_\_

Affiliated Organization (if any): \_\_\_\_\_ Email Address \_\_\_\_\_

Naushop Address: \_\_\_\_\_ Home/Cell Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### EVENT INFORMATION

Day & Date requested: \_\_\_\_\_ Second Choice: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Total Expected Attendance: \_\_\_\_\_

Request for Use of: Clubhouse \_\_\_\_\_ Recreation Area \_\_\_\_\_

Time of Use (including set up/clean up): From \_\_\_\_\_ To \_\_\_\_\_ Total Hours \_\_\_\_\_

Are you charging fees for any aspect of your Activity? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please explain (including fee): \_\_\_\_\_

### FOOD

Do you intend to serve food? Yes \_\_\_\_\_ No \_\_\_\_\_ Type of Food: \_\_\_\_\_

Are you having the services of a caterer\*? Yes \_\_\_\_\_ No \_\_\_\_\_

Name of Food Provider/Caterer \_\_\_\_\_ Phone: \_\_\_\_\_

*\*Caterer will be required to provide copy of License to Cater and/or Food Handler Certificate*

### ALCOHOLIC BEVERAGE USE\* *The sale of alcohol is prohibited*

Are you requesting permission for alcoholic beverage use? Yes \_\_\_\_\_ No \_\_\_\_\_

Type of Alcohol: Beer \_\_\_\_\_ Wine \_\_\_\_\_ Liquor \_\_\_\_\_

How Dispensed: Open Bar \_\_\_\_\_ BYOB \_\_\_\_\_ Cash bar is prohibited

**CONDITIONS OF ALCOHOLIC BEVERAGE USE**

1. The use of alcoholic beverages is prohibited in or on the premises unless expressly authorized by the Board of Trustees through the issuance of this permit for use. No alcoholic beverages may be offered for sale during an event.
2. The individual User, in whose name the facility is used, shall be responsible for the behavior and actions of guests.
3. If alcoholic beverages are permitted, use shall be confined to the Clubhouse and User acknowledges and agrees to uphold state law in prohibiting the dispensing or serving of alcohol to any person under the age of 21 years.
4. User is responsible for the removal of all alcohol beverage containers from the Association’s common property at completion of event including empty bottles and cans.
5. Liquor Liability Insurance Coverage (dram shop) must be provided by the User.

**PERMISSION FOR CONSUMPTION OF ALCOHOLIC BEVERAGES:**

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

\_\_\_\_\_ **For the Naushop Homeowners’ Association**

## GENERAL TERMS AND CONDITIONS

PLEASE READ BEFORE SIGNING BELOW

1. Only use of the facility by Naushop Owners is permitted.
2. Private use of the swimming pool and tennis courts is prohibited.
3. Smoking is prohibited in all areas of the facility.
4. Children under 16 accompanying adults must be supervised at all times.
5. User is responsible for complete clean up and disposal of trash. All trash to be removed entirely from the facility. All bottles and cans are to be removed from property by User. A disposal fee of \$50.00 may be applied if necessary.
6. All food and drink shall be confined to the Clubhouse.
7. The User indemnifies the Naushop Homeowners' Association for any and all risks arising out of User's use of the facility.
8. Certificates of General Liability Insurance may be required for functions held at the facility. The hosting User will be notified upon submission of a completed Facility Use Request form.
9. The Naushop Homeowners' Association reserves the right to decline a request for use of the facility, rescind a use agreement, or require a cash security deposit as prerequisite to use at its sole discretion.
10. The User agrees to assume and be responsible for any expense(s) incurred for damage(s) to the premises or facility resulting from User's use.
11. The Naushop Homeowners' Association, its staff or affiliates, does not accept responsibility for loss or theft of articles belonging to User or any member of his party, or injury or accident to any said person on the grounds of or in the facility, and is absolved by User of all liability, which may result thereof.
12. Outdoor activities shall cease by 10:00 PM as required by the Association rules and in consideration of our neighbors.
13. The telephone is to be used for emergency or local calls only. Any expenses incurred during a function will be charged to the User.
14. Taping, mounting or displaying items on any painted surface is not allowed.
15. Any items/supplies brought into the facility or placed on the facility's property must be removed within 24 hours of the conclusion of the User's event. Items remaining after 24 hours may be disposed of as abandoned property.
16. A Naushop Homeowners' Association staff member will be available to assist you throughout your usage time unless other arrangements have been made with the Site Manager prior to your scheduled event.
17. If your event begins and/or ends after normal operating hours, you may be charged to have a staff member secure the facility.

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*In requesting the use of The Naushop Homeowners' Association facility, I hereby acknowledge that I have read and understand the above terms and conditions, that the information provided by myself is true and accurate, and that I accept full and complete responsibility for the conduct and safety of the group and any and all damages that may result as a consequence of the use. I further personally indemnify The Naushop Homeowners' Association for any and all claims and/or damages that may arise from my use of the facilities.*

Signed \_\_\_\_\_ Date \_\_\_\_\_

For the Naushop Homeowners' Association Board \_\_\_\_\_

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied

Date \_\_\_\_\_

## Pool Area Regulations

- 1) No lifeguard is on duty at any time. All swimming is at your own risk. The pool facilities may be used at the discretion of the homeowners or registered tenants who individually assume all responsibility for their own safety and that of their guests and are subject to the policies and procedures for use of the pool as defined by the Trustees.
- 2) Admittance by homeowners and registered tenants into the pool area will only be allowed with a valid Naushop recreation tag and sign-in is required. Guests must be accompanied in the pool area by a resident homeowner or registered tenant. No home may have more than four (4) guests at any one time in the pool area. No private parties will be allowed in the pool area.
- 3) Swimming pool is for use by Owners, tenants and their guests daily from 10:00 AM until 7:00 PM. After 7:00 PM, the Clubhouse facilities, other than the mailboxes, are not to be used by residents, their tenants, guests, or children. Loitering in the Clubhouse area after hours is trespassing and should be reported to the police. The Naushop Trustees reserve the right to file a "No Trespassing" charge against any individual who repeatedly loiters in the Clubhouse area after closing. **Note: the hours of operation may be changed at the sole discretion of the Trustees; notice will be provided.**
- 4) Recreational facility attendants may close the pool when conditions warrant.
- 5) No glass or breakable containers are permitted in the pool or Clubhouse area.
- 6) No smoking or alcoholic beverages are permitted in the pool or Clubhouse area.
- 7) Roughhousing, foul language, running and diving are not permitted in the pool area.
- 8) Individuals must take a cleansing shower before entering the pool.
- 9) All non-toilet-trained or incontinent persons must wear waterproof pants when swimming. Swim diapers are required in the kiddie pool.
- 10) Persons under sixteen (16) years of age shall not be allowed admittance into the pool area unless accompanied by a responsible person or adult.



## Parking Regulations

- 1) All Residents are strongly encouraged to park in their driveways and to encourage others to do the same.
- 2) All street parking is regulated by a parking management system and valid credentials are required. See a description of this system below.
- 3) All vehicles lacking properly issued on-street tags must be parked in driveways. No parking is allowed on homeowner lawns, vacant undeveloped lots or on the sidewalk.
- 4) All vehicles parked on Naushop streets must have current motor vehicle registration tags (license plates) and be in good working order with no excessive leaking of fluids. Any cars parking on Naushop streets between 11PM and 7AM without proper credentials displayed will receive one warning. After such a warning, cars may be booted or towed, and the owner fined according to the Association's schedule of fines. Vehicles parked on the street may not be shrouded by any tarpaulin or other covering.
- 5) Vehicles parked in restricted areas or in violation of posted signage and/or deemed to create a safety hazard will be subject to towing at the Owner's expense without warning at the discretion of the Board of Trustees.
- 6) All residents and their guests must park so as not to interfere with the access, ingress and egress of the roadways or any driveways of other residents.
- 7) Parking is only permitted on the posted side of the streets, on paved areas. Vehicles must not be parked in front of hydrants or driveways, nor may vehicles be parked on walkways, sidewalks or grassed areas. All drivers must travel and park in accordance with the designated one-way street directions. No parking is allowed on the inside of cul-de-sacs, nor along the curved curbing of intersections.
- 8) During times of declared snow emergencies or other periods when road work is being accomplished, street parking may be suspended at the direction of the HOA Board of Trustees. In such an event, the homeowner, resident, or guest must be prepared to move their vehicle(s) to off street parking immediately or have their caretakers do so. Vehicles not moved will be subject to towing at the Owner's expense, booting and/or fining at the discretion of the Board of Trustees.
- 9) Commercial vehicles, campers, trailers, and boats shall not be parked on any road, or in any driveway, or on any lot, (whether or not the lot is developed). Boats and trailers may be kept in fully enclosed garages. In the off-season only, homeowners of homes undergoing major renovations may apply for a permit authorizing the temporary overnight parking of a construction vehicle to be parked in their driveway. The issuance of such authorizations will be made on a case-by-case basis, and the decision of the Trustees shall be final. Dumpsters are covered by the separate Dumpster Policy. Cars, individual small pickup trucks, or vans may bear commercial signs if they are less than 250 square inches and may be parked in a driveway. Other commercial vehicles prohibited.

- 10) Individual small pickups or vans bearing commercial signs less than 250 square inches may be parked in the homeowner's driveway.
- 11) Any repair or maintenance of motor vehicles on the roads is expressly prohibited.
- 12) Owners will be responsible for the remediation or cost of repair of any damage caused to roads, curbs, and sidewalks by a homeowner, tenant, guest or that of a homeowner's contractor.
- 13) FINES AND OTHER PENALTIES: Vehicles found in violations of these regulations will be ticketed, and fines will be assessed in accordance with the Schedule of Fines. In addition, the Trustees reserve the right to tow, boot, or barnacle any vehicle (a) in accordance with the Schedule of Fines, and (b) upon the occurrence of the abandonment or neglect of a vehicle, the violation of an emergency parking ban, the failure to pay parking fines, the blockage of a driveway, or the blockage of an emergency access zone.

### **Parking Management System**

Overnight on-street parking in Naushop is managed by an automated system called ParkingBoss. Owners have received information regarding this system and may contact The Dartmouth Group with questions or concerns.

#### **Regulations Now in Effect:**

1. On-street parking is first-come/as-available; no reserved or assigned parking spaces exist on the street.
2. Only the most current **yellow** Naushop hang-tags will be valid. These tags are required in any vehicle parked overnight on Naushop streets, **in addition to a blue Resident decal**.
3. The Resident decals become valid only after you properly register them. Registration questions may be directed to The Dartmouth Group.
4. Naushop Owner vehicle registration will be managed via a smartphone-accessed parking management system called ParkingBoss.
5. Any vehicle you wish to park overnight on a Naushop street **must** display a blue decal in addition to a yellow hangtag. These are specifically registered to vehicles/Owners and not subject to transfer.
6. Overnight street parking will be policed. Vehicles not displaying valid credentials will be ticketed or towed.
7. Owners and guests receiving tickets will be denied access to all amenities until fines are paid and/or proper vehicle registration is made.
8. Long-term renters/guests (resident in Naushop more than 31 consecutive days) must register their vehicles and will be handled as if they are Owner vehicles; an Owner on-street tag will be required to park on the street and these cars will count against the Owner's on-street parking limits. You must identify long-term renters to The Dartmouth Group and provide a copy of the lease.
9. We have signed a contract for towing and storage of non-compliant cars. Violations will result in a tow and third-party storage at the vehicle owner's expense. The regulations regarding the

imposition and number of fines and the resort to towing are published in our Resident Handbook, available on our website.

### **Guest Parking:**

1. Guests must register their vehicles for **on-street overnight parking** only. Guests may always park off the street overnight in Owners' driveways without registering in the parking system, ParkingBoss.
2. All non-Owner (renter/guest) cars must be registered electronically with ParkingBoss, using a specific passcode for the home where the renter/guest is staying. These passcodes were distributed previously to every household and should an Owner have questions, please contact The Dartmouth Group.

### **Owners:**

1. Owners must register all vehicles operated within Naushop. The Dartmouth Group will assist in this process. A "Resident" decal will be issued to vehicles as needed if not previously registered and with government-issued registration documents. No limit on blue decals is imposed; one is required for each vehicle owned by Naushop Owners when used within the community.
2. Owners have been issued yellow hangtags according to new rules. To be parked on the street, an Owner's car **must display both** its blue Naushop Resident decal and a yellow hangtag.
3. All parking decals and hangtags issued before 2020 are now invalid and the new yellow hangtags **may be moved only among the registered cars of that Owner and not among guests or renters**. Violations will result in a fine levied against the Owner. The registration decals and the hangtags will have QR (scan) codes that will connect the car and the hang tag to an address.
4. Each Owner is entitled to obtain one (1) no-charge on-street tag, associated with their street address. This will be sent to you by The Dartmouth Group.
5. Owners identified by the Board to have only one driveway space are entitled to a 2<sup>nd</sup> on-street tag.
6. Condominium/duplex Owners are entitled to one (1) no-charge on-street hang-tag only.
7. Owners of lots on which no house is built are entitled to one (1) additional no-charge on-street hangtag, **but no guest tags** for that lot.
8. Additional on-street hangtags may be purchased for \$1,000 per year for the first additional hang-tag and \$2,000 per year for the 2<sup>nd</sup> second additional hang-tag.
9. No more than two (2) purchased additional on-street tags will be issued to any Owner; however, an Owner may forfeit the right to **all guest tags** for their developed lot in exchange for a single additional no charge on-street tag. No on-street guest parking for that property would be permitted and violators will be cited.

### **Guests:**

1. In order to park on the street, renters or overnight guests of Owners must obtain a no-charge temporary parking permit valid for not more than two (2) weeks (but which may be renewed).

2. Guest permits are only issued against an Owner's residence. Each homeowner has been issued a unique short passcode which the guest pass applicant must enter when making their electronic application for a guest pass. The digital scan code and short passcode are displayed on a magnetic card that was delivered to every Owner in 2020. It is advised to be kept available in your homes.
3. Guest permits will be electronic, generated and maintained in the smartphone app; there is no guest pass hand tag or decal. Because of the way guest passes are requested and issued electronically, we will have constant access to an up-to-the-minute list of all issued and valid guest passes.
4. The parking management system allows remote registration via the smartphone app, using a digital (QR) scan code found on new signage the Association will erect throughout Naushop. Guests will enter their name, car license plate (aka, "tag") number and the address where they are staying in the app, along with an address-unique passcode (distributed to all Owners in 2020) that will associate the car with the address.
5. No guest permits will be issued for lots without a home on them.
6. Additional renter/guest permits are issued according to the current regulations, to a unique vehicle and are not transferrable.
7. Owners of single-family homes may have no more than two no-charge guest permits outstanding at any one time; the ParkingBoss system will deny the issuance of permits in excess of the maximum allowable. Condominium and duplex Owners are entitled to no more than one no-charge guest permit. One additional guest permit, valid for a maximum of two weeks, may be purchased by the Renter for \$100 through the ParkingBoss system.
8. The on-site manager and his team will be available to assist guests and enforce these rules.

## **Contractor Guidelines**

The Rules and Regulations of Naushop prohibit use of outside construction and gardening equipment at certain times; please refer to these rules when you schedule construction work and lawn maintenance. As a homeowner, you are responsible for communicating these rules to your contractors.

- 1) Exterior construction activity and the use of machinery and equipment and garden tools, including power hedge clippers and lawn mowers, is restricted to the hours of 8:00 A.M. until 5:30 P.M. Monday through Friday and 9:00 A.M. until 1:00 P.M. on Saturdays. No work shall be performed on the exterior of Naushop homes outside of these permitted hours or on Sundays and Holidays.
- 2) Leaf blowers may not be used in Community Areas at any time.
- 3) No Building Lot Owners shall allow his contractors to interfere with the rights, comforts or conveniences of other residents, including the right of quiet enjoyment of their property.
- 4) Contractor Hours Policy - A \$250 fine will be incurred by the homeowner for a violation following notification that a contractor has failed to promptly comply with the established work permitted hours (M-F 8:00 AM – 5:30 PM and SAT 9:00 AM - 1:00 PM). Substantial fines will be levied against Owners for violations according to the current Schedule of Fines. Failure to pay fines will subject the homeowner to loss of privileges and/or other legal action. Please note these fines will be levied against the homeowner, not the contractor, so we encourage you all to ensure those you hire agree to abide by the permitted work hours policy. Please see the Schedule of Fines, which supersedes any amounts shown above.

## **Dumpster Policy**

1. A “dumpster” is defined as any portable metal container, delivered to a worksite within Naushop and designed to contain refuse or debris.
2. Any Owner requiring a dumpster for any project, whether project approval by the ARC is explicitly required or not, must first apply to the ARC for permission to place the dumpster.
3. The ARC must approve any application before placement of the dumpster.
4. Any dumpster used at a worksite must be placed within the Lot of the Owner making the application.
5. It shall be prohibited to place a dumpster on any street within Naushop.
6. No dumpster may be placed within Naushop for a period in excess of thirty (30) days.
7. All refuse and debris generated at a worksite must fit within the dumpster placed under this policy.
8. Any dumpster placed at a worksite without the Owner having first been granted approval by the ARC is deemed in violation of this policy.
9. Any violation of this policy shall result in a fine against the Owner as established in the Schedule of Fines.

## VI. SCHEDULE OF FINES

The following are the fines for violation of the covenants, conditions and restrictions of the Naushop HOA as reflected by the governing documents of the Association. Such documents also include the Rules and Regulations of the Association as have been published and/or adopted from time to time.

Whenever violations occur, all privileges to the common amenities are suspended until the violations cease, conditions are corrected, and fines and legal fees (if any) are paid.

All allegations of violations by third parties must be in writing and signed before the Board will act. Under appropriate circumstances as deemed by the Board of Trustees in their sole discretion, the following fine schedule may be altered at their sole discretion.

Each offense shall constitute a separate violation. In the case of an ongoing offense, each day the offense continues shall constitute a separate violation. Any fines levied shall constitute a lien upon the Building Lot, until the fine(s) are paid.

For all violations, a written warning letter will be issued to the owner before any fines are issued. Fines will then be assessed as outlined below. After the third violation, the matter will be referred to the Trustees for further sanction.

1. For **general violations not elsewhere classified or noted:**
  - Second violation: \$25 fine
  - Third violation: \$50 fine
2. For violation of the **Parking Regulations:**
  - Second violation: \$50 fine
  - Third violation: \$100 fine
3. For violation of the gasoline powered hand-held landscaping tools prohibition (aka “noise abatement rule”), 10PM noise curfew, dumpster, commercial vehicle, and snow emergency parking ban:
  - Second violation: \$100 fine
  - Third violation and subsequent violations: \$250 fine
4. For violation of the **Snow Emergency Parking Ban and Parking which creates a safety hazard:**
  - All vehicles are subject to towing and storage at the Owner’s expense after the third violation.
5. For violation of the **Summer Construction Moratorium** rule:
  - Second violation: \$250 fine
  - Third violation: \$580 fine
  - Subsequent violations: \$1,000.00 per day to a maximum of \$10,000
6. For violation of **Architectural Review Committee (“ARC”) rules, stipulations, guidelines, requirements and directives:**

- a. For failure to obtain ARC approval and for unauthorized construction where removal of the violation is impractical, but for which approval *would likely have been given*, fine of \$50;
- b. For failure to obtain ARC approval and for unauthorized construction *where approval would likely not have been given* and/or where removal of the violation is impractical, a fine of \$500;
- c. For failure to address the directives contained within a written communication of the ARC, which may include “30-day maintenance” and “9 month repair” letters, a fine of up to \$1,000, as determined by the Trustees;
- d. For repeat violations during the tenure of ownership of the same Owner, including Trusts and other forms of holding, a fine of \$1,000.



## VII. ARCHITECTURAL REVIEW

### The Architectural Review Committee ("ARC") Principles

- 1) The Architectural Review Committee will operate in the best long-term interests of the entire Naushop community.
- 2) A majority of ARC members will come from the Board of Trustees of the Association in order to reflect the wishes of the Owners most closely through the process of election of Trustees.
- 3) The responsibilities of the ARC are defined in the Trust, the By-laws and Protective Covenants and through resolutions of the Board.
- 4) The ARC will strive to preserve the predominant appearance of developed Naushop Lots, with their particular design elements. These include the design and size of structures, use of building materials, landscaping materials, the presence of picket fences, the use of granite curbing and brick, etc.
- 5) The ARC is the first reviewer of all actions by Owners that require review, whether such actions may ultimately require approval by the Town of Nantucket, including the Historic District Commission and the Building Department. Acceptance by the ARC does not preclude the independent decision by Town authorities to deny permission. However, should the ARC deny permission to an Owner, the decisions of the Town authorities do not supersede the ARC.
- 6) Decisions of the ARC after its control by the independent Board of Trustees are not bound by precedents established prior to that control, which are considered "grandfathered" under current guidelines.

# **NAUSHOP HOMEOWNERS' ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE GUIDELINES**

## **I. INTRODUCTION**

Naushop's Declaration of Protective Covenants (the "Covenants") provide for the establishment of an Architectural Review Committee (the "ARC"). These Covenants establish the rights and responsibilities of the ARC, and they vest broad authority in the ARC to review and deny or approve the visible exterior features of a Building Lot, including those of structures and landscaping design or hardscaping. This review and approval authority will most normally be prompted by a Building Lot Owner's proposed plans to situate new structures or other exterior features on a property, or to modify, or in certain instances carry out maintenance to, what is already there. The ARC has the authority to request, and Owners must provide detailed documentation including plans and specifications for all such proposed construction, modification and maintenance activities. The ARC is further empowered to review, as well as to physically inspect such projects to ensure compliance with its requirements and standards. The Naushop Board of Trustees, reflecting the mandates of these Covenants has previously adopted an enabling resolution that has established the ARC, defined its responsibilities, and detailed the administrative procedures to which it must adhere.

The general purpose of these GUIDELINES is to convey the requirements of the ARC to all Naushop homeowners and inform homeowners of what they must do to comply. Accordingly, these GUIDELINES first generally describe the types of proposed projects and activities that are, before being carried out, subject to the jurisdiction and review and approval process of the ARC. Second, these GUIDELINES describe step-by-step how the ARC review and approval process actually works, including identifying those specific responsibilities falling to the homeowner. Lastly, a procedural flow chart is attached, which provides both the ARC and homeowners with a "road map," to guide them through the decision-making and review and approval process depending on the type and scope of the project being proposed.

## **II. PROJECTS SUBJECT TO ARC JURISDICTION AND REVIEW**

### **A. General**

This section describes the types of projects and activities which are subject to ARC jurisdiction. Such projects and activities are discussed in the categories of "New Construction," "Modifications" and "Maintenance." The information provided is neither intended to be viewed as, nor is it represented as, a complete or even exhaustive list of the types of projects and activities which would trigger an ARC review. Instead, this information is intended as a helpful starting point to guide the discussion between homeowners and the ARC. Accordingly, as part of their own basic responsibility, homeowners should, when contemplating any work on their homes or lots, including work that that may not be specifically mentioned herein, consult with the ARC to determine if the work does or does not require approval.

## B. New Construction

"New Construction" refers to the initial erection of structures, including a primary dwelling and associated secondary buildings, on a heretofore undeveloped Building Lot. It also refers to the erection or placement of secondary structures ---such as a tool shed, garage or studio ---on a lot upon which a primary dwelling already exists. New Construction also refers to the initial placement of other features on a property, including all hardscaping and landscaping elements, including those of the type given as examples in the "Modifications" section which follows. All New Construction will require the review and approval of the ARC.

(Special note: No new secondary structure, including tool sheds, garages and studios, may be taller than one (1) story and eighteen (18) feet in height.)

## C. Modifications

"Modifications" refers to any: additions, expansions or deletions; reconfigurations or alterations; improvements; relocations; demolitions, deletions or removals; or any other action which changes the exterior size, shape or appearance of any dwelling or secondary structure, or landscaping design/hardscaping feature, on a Building Lot. Modifications as so defined will require the approval of the ARC.

To be helpful to the homeowner, the following provides a partial list of various building and exterior Building Lot elements which, if "modified" as the term is described above, will necessitate ARC involvement:

### i. Structures:

Paint color and sheen (Special note: the use of ultra-high gloss paint, and in particular the use of Fine Paints of Europe "Brilliant" sheen or "marine" type paint is allowed on trim, but not on clapboard. Any change of paint color must be approved by the ARC and also by the Nantucket Historic District Commission (the "HDC").

- Trim, siding, doors, windows, gutters, downspouts
- Skylights, solar panels, dormers, gables
- Shutters
- Roofing
- Outdoor showers
- Trash barrel enclosures
- Arbors, trellises, pergolas, privacy screens
- Cupolas, weathervanes, widow's walks
- Balconies, porches, decks, awnings
- Signs, excepting no more than one small sign no larger than 100 square inches depicting the name of the house (ie: the traditional Nantucket quarter board) or depicting the name and

profession of the Owner. (Note: commercial signs, For Sale signs, Open House Signs or political signs or banners whether permanent or temporary, are strictly prohibited.)

ii. Mechanical/Electrical:

- HVAC equipment
- Exterior lighting
- Satellite dishes, antennas

iii. Hardscaping:

- Sidewalks, patios
- Driveways
- Fences (Special note: the ARC prohibits the removal of any existing fencing, including in particular the white picket fencing fronting the majority of Naushop homes; further, white picket fences constructed of wood will be required to be erected upon construction of a primary dwelling on any presently undeveloped Building Lot.)
- Walls (retaining, decorative)
- Planters
- Lighting (ground, up lighting, lampposts)
- Fountains, pools and ponds, waterfalls, hot tubs
- Storage structures (permanent and semi-permanent structures)
- Fireplaces, permanent grills
- Basketball hoops or other recreation devices
- Flagpoles

iv. Landscaping:

Major landscaping (softscaping) modifications other than the planting of small shrubs and flowers.

D. Maintenance

"Maintenance" will sometimes be required by the ARC in order that a Building Lot will be brought up to a neat and attractive appearance. Usually, however, maintenance to correct exterior deterioration or damage will be undertaken at the homeowner's own initiative. And, most normally, this maintenance will be strictly "in-kind" work to restore what is already there to its original condition and to a neat appearance. Common examples of such in-kind work include repainting using the same colors, identically replacing a small amount of rotted trim work or decorative molding, or patching small areas of shingling and clapboard. The outcome of such work is that nothing will have changed in the appearance of a home or other structures. Generally, no approval would be required by the ARC for this type of activity, the exception being that if the in-kind maintenance work will be truly large in

scope (i.e., "Substantial" as the term is used in the attached Procedural Flow Chart), then a review by the ARC will be necessary. The homeowner should, if in doubt, always be sure to first check with the ARC before proceeding with any type of maintenance project other than very small in-kind efforts.

#### E. Materials

All building materials used in Construction, Maintenance or Modification, including exterior work must conform to Town regulations and building codes. In addition, the use of vinyl, plastic or other man-made building materials on exposed exterior surfaces is prohibited by the ARC.

### **III. HOW THE ARC APPROVAL PROCESS WORKS**

The following step-by-step approach describes how the ARC review and approval process is intended to work. This approach is also embodied in the Procedural Flow Chart which is introduced and briefly discussed in the following Section to these GUIDELINES.

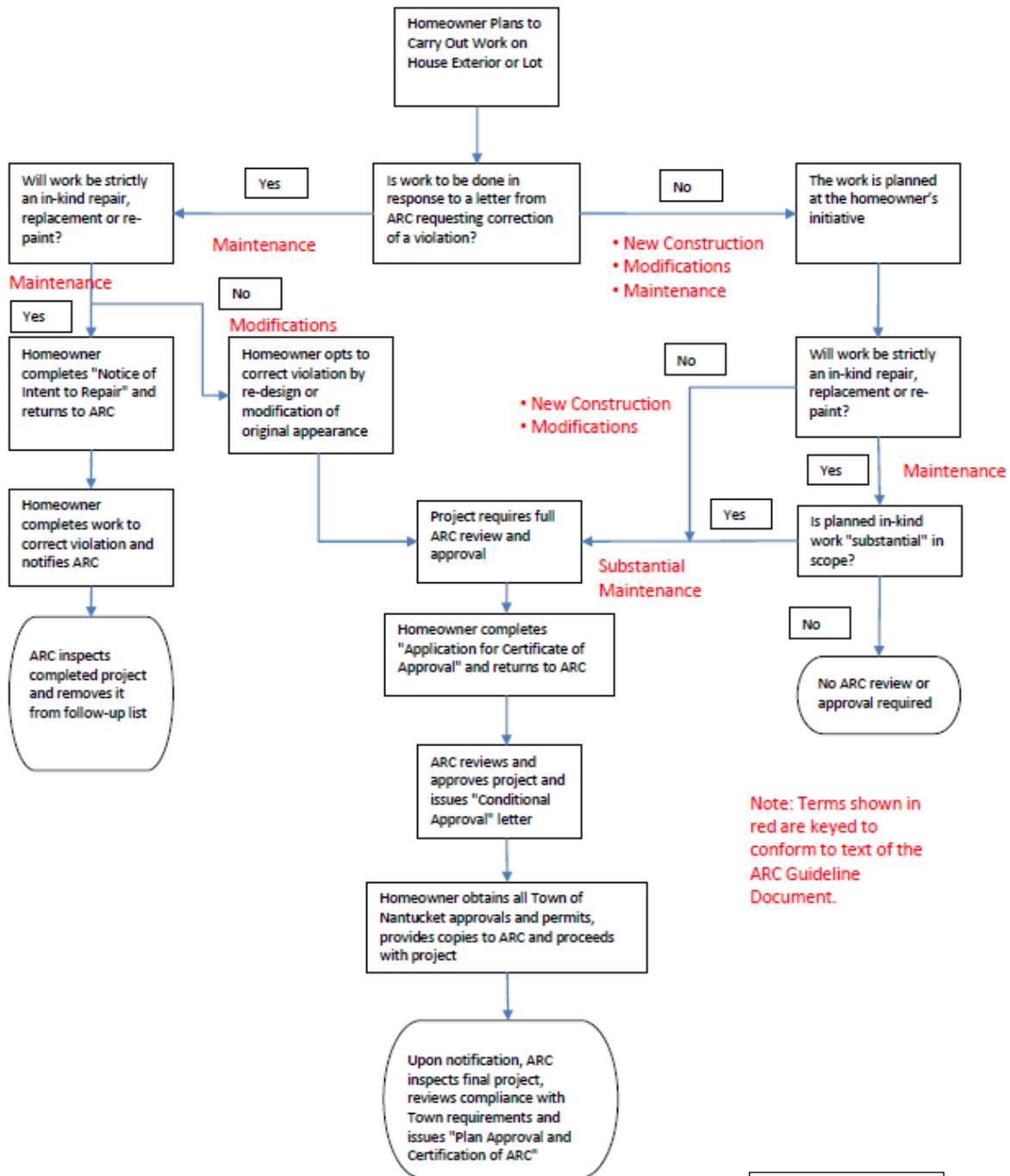
1. The homeowner is planning action visible to the exterior to carry out New Construction, or to Modify or Maintain their Building Lot. Such work, Maintenance, may or may not be contemplated in response to an ARC notice of violation and request for maintenance to be performed. Accordingly, the homeowner reviews the ARC requirements, including its GUIDELINES, to determine if ARC review and approval is required. If necessary, in this regard, the homeowner seeks clarification by communicating with the ARC.
2. Once the homeowner determines that ARC approval is required, the homeowner completes and submits an "Application for Certificate of Appropriateness" together with the requested documentation, including plans and specifications.
3. The ARC reviews the proposed project and, if satisfied, issues a "Conditional Approval" letter authorizing the project to proceed.
4. The homeowner then contacts the appropriate Town of Nantucket agencies and applies for all necessary regulatory permits, licenses and approvals.
5. The homeowner informs and documents to the ARC all changes to the proposed project required by the various Town agencies.
6. The homeowner completes the project in accordance with the terms of the ARC approval and the Town regulatory bodies. (Note that if changes are necessitated during the course of the project for unanticipated reasons, the homeowner must notify the ARC.)
7. The homeowner then notifies the ARC after having received all regulatory signoffs, including a Certificate of Occupancy.

8. Finally the ARC inspects the completed project and, if satisfied, provides the homeowner with a notarized "Plan Approval and Certificate of Architectural Review Committee."

#### **IV. PROCEDURAL FLOW CHART**

Please see the Architectural Review Committee Procedural Flow Chart on the following page. It is fashioned in the form of a decision-logic diagram, and has been constructed to help the homeowner visualize, and thus better understand, the requirements of the ARC and the homeowner's own responsibilities. This Flow Chart is attached to, and is an integral part of, this GUIDELINE. When properly applied, consistent with the descriptive provisions of this GUIDELINE, it takes the homeowner down the correct pathway ending in a completed project which has been fully reviewed and approved.

Naushop Homeowners Association  
Architectural Review Committee ("ARC")  
Procedural Flow Chart



Version 2021

NAUSHOP

ARCHITECTURAL REVIEW COMMITTEE

Application for Certificate of Approval for Additions, Modifications and Alterations

Return to The Dartmouth Group, 131 Hartwell Ave. Suite 115, Lexington MA 02421

Or Email to [ChairNaushopARC@nantucketnaushop.net](mailto:ChairNaushopARC@nantucketnaushop.net)

**\*\*\* Digital Submissions Preferred for Timely Processing \*\*\***

Application Date \_\_\_\_\_

I. LOT NO. \_\_\_\_\_

Owner of Record: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Address: \_\_\_\_\_  
\_\_\_\_\_

Tel. #: \_\_\_\_\_

Address of Proposed Work: \_\_\_\_\_

Copy of Deed Attached

II. TYPE OF IMPROVEMENT:

Dwelling  Garage  Driveway  Landscaping/hardscaping  Fencing

Other: \_\_\_\_\_ Painting  (Please state below the Historic color and code number you will be using on door, trim & clapboard here.)

General Description of Proposed Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Architect or Designer: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. #: \_\_\_\_\_



III. A. Structural Alterations

The applicant has attached two complete set(s) of Building Plans and specifications for the use and review of the Naushop Architectural Review Committee. Such plans must be complete in detail so as to be suitable for subsequent submission to the Nantucket Historic District Commission and the Building Department. These drawings must include a plan view and all elevations drawn to scale. The information contained in these plans and specifications must include, but not be limited to, the following:

1. Foundation:    Poured Concrete     Concrete Block     Other: \_\_\_\_\_
2. Roof Pitch:    Main \_\_\_\_\_    Dormers \_\_\_\_\_
3. Roof Shingles (Architectural):  
Manufacturer: \_\_\_\_\_ Style: \_\_\_\_\_ Color: \_\_\_\_\_
4. Sidewall Material:  
Front: \_\_\_\_\_ Color & code #: \_\_\_\_\_  
Left Side: \_\_\_\_\_ Color & code #: \_\_\_\_\_  
Right Side: \_\_\_\_\_ Color & code #: \_\_\_\_\_  
Rear: \_\_\_\_\_ Color & code #: \_\_\_\_\_
5. Gutters:    Wood: \_\_\_\_\_    Boxed downspouts: \_\_\_\_\_
6. Exterior Trim Dimensions:  
Soffit Overhang: \_\_\_\_\_    Rakeboard: \_\_\_\_\_  
Cornerboard: \_\_\_\_\_    Window Casing: \_\_\_\_\_  
Door Casing: \_\_\_\_\_    Fasia: \_\_\_\_\_  
Trim Paint Color: \_\_\_\_\_
7. Windows:    Manufacturer: \_\_\_\_\_  
Configuration: \_\_\_\_\_  
Exterior Paint Color: \_\_\_\_\_
8. Exterior Doors    Wood     Other: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Color & code #: \_\_\_\_\_  
Front Style: \_\_\_\_\_ Color & code #: \_\_\_\_\_  
Side Style: \_\_\_\_\_ Color & code #: \_\_\_\_\_  
Rear Style: \_\_\_\_\_ Color & code #: \_\_\_\_\_
9. Chimney:    Type of Brick: \_\_\_\_\_  
Color of Brick: \_\_\_\_\_

10. Other Architectural Features:  
Electrical: \_\_\_\_\_  
Exterior Lighting: \_\_\_\_\_

Vent details: \_\_\_\_\_  
Plumbing: \_\_\_\_\_  
HVAC: \_\_\_\_\_  
Cupolas: \_\_\_\_\_

The applicant has attached two Plot Plans drawn by \_\_\_\_\_ dated \_\_\_\_\_, which indicates, to scale, the locations of the proposed structure or improvement on the lot indicating a \_\_\_\_\_ foot front setback, a \_\_\_\_\_ foot left side setback, a \_\_\_\_\_ foot right side setback, a \_\_\_\_\_ foot rear setback, an existing grade of \_\_\_\_\_ feet at the front elevation; a finished grade of \_\_\_\_\_ feet at the front elevation and an elevation of \_\_\_\_\_ feet at the top of the foundation, also the Plot Plan indicates the location of any steps, stoops, decks, patios, retaining walls, walks, driveways, and fences.

B. Landscape, Walkways, Driveway Alterations

The applicant has attached a landscape plan detailing proposed alterations.

Name and contact information of Contractor, Landscape architecture or landscaper:

\_\_\_\_\_

IV. Owner Certifications

The undersigned Owner submits the attached plans and specifications which detail the proposed Alterations and shall be part of this application. The Owner further agrees that he/she will notify the ARC of any changes to the submitted original documents here attached, including but not limited to alterations required by the NHDC and Building Departments, for further review and approval of the ARC.

The Owner agrees that no work in connection with the Alterations shall proceed until final approval has been issued by the Architectural Review Committee. Further, it is agreed the work will proceed in accordance with the general rules for construction within Naushop.

The Owner agrees that if the Association incurs any cost or expense in connection with the review or approval of this Application, such expense shall be passed on to the Owner and be collectable as a common expense against the subject Lot.

The Owner agrees to allow access to the Lot or the Building by the members of the ARC or its agents, with prior notice and at reasonable times, for inspections during construction and following the completion of the work.

The Owner agrees that at project completion a final set of "as built" drawings will be submitted to the ARC. Upon receipt of these and a copy of the signed-off Building Permit, a final Approval Certificate will be issued to the Owner by the ARC.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner