

THE WESTERLY, A CONDOMINIUM
RULES AND REGULATIONS

These Rules and Regulations are adopted for the benefit of the Owners at The Westerly, a Condominium. They are intended to contribute to preserving a clean, attractive environment, and to assuring the peaceful enjoyment of The Westerly, a Condominium. They are also intended to protect and enhance the value of all property at The Westerly, a Condominium. They are not designed to unduly interfere, restrict or burden the use of property. All residents and guests are expected to abide by these rules, which are meant to supplement the provisions of the Declaration of The Westerly, a Condominium.

I. Use of Unit

1. No Owner shall do or permit to be done anything in or about his or her unit which will interfere with the rights, comfort, or convenience of other Owners, it being the intent that The Westerly, a Condominium shall be an active community wherein all residents shall live in a peaceful and tranquil environment.
2. No Owner shall cause or permit his or her unit or any part of The Westerly, a Condominium property to be used for business, trade, professional, commercial or industrial activities; and no sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the unit, except such as shall have been approved in advance and in writing by the Board of Directors.
3. Each Owner shall keep his or her unit in a good state of preservation and cleanliness. Each Owner shall repair any damage to his or her unit within ninety (90) days of the damage being incurred.
4. No Owner shall keep in his or her unit any inflammable, combustible, or explosive material, chemical or substance, except such commercial products as are required in normal household use.
5. No Owner shall use electronic equipment or an electronic device in his or her unit which shall create electronic interference or electrical overloading anywhere in The Westerly, a Condominium.
6. No Owner shall cause or permit anything to be hung, affixed, attached, or displayed on the inside or outside of windows, or placed on the outside walls, roofs or doors of his or her unit and no sign, awning, canopy, sunshade, shutters, storm windows, storm doors, flags, plates or placards shall be affixed to or placed upon the exterior walls, enclosures, roofs, doors, windows or screens, or any part thereof, except such as shall have been approved in advance and in writing by the Board of Directors.
7. All window treatments such as blinds, drapes, shades and/or shutters shall be lined with white fabric or white backing.

8. Except for outside deck furniture and freestanding plants, no Owner shall cause or permit anything, including plants, to be hung, affixed, attached, or displayed on the deck or deck railing of his or her unit, or any part thereof, even temporarily, except such as shall have been approved in advance and in writing by the Board of Directors.

9. Seasonal decorations such as a door wreath and window candle (electric or battery operated with single white bulb only) shall be permitted between Thanksgiving and New Year's Day.

10. No Owner shall cause or permit any barbecue grills or any other type of cooking device to be placed on the deck of his or her unit.

11. No Owner shall make any extension, alteration or change to his or her unit which in any way alters the exterior appearance or structure of his or her unit or in any way alters the exterior appearance or structure of any appurtenance to such unit.

12. Recyclables, refuse and garbage shall be stored in appropriate containers. All such containers shall be stored within the unit, except when the Owner shall cause or permit the contents thereof to be disposed of in the dumpster or other receptacle provided by the Condominium for the use of the Owners at The Westerly, a Condominium.

13. No Owner shall cause or permit his or her unit to be leased or occupied by anyone other than the Owners thereof except in accordance with the provisions of Article 3(h)(i) of the Declaration and Article VIII, Section 2 of the Bylaws of The Westerly, a Condominium. Guests are allowed at units within The Westerly, a Condominium. A guest is defined as a person visiting an Owner and residing at a unit for no more than thirty (30) consecutive days.

14. The City of Portsmouth Fire Department requires an on-site "Knox Lock Box" which contains a building master key that enables access to all units and common areas in the event of fire, water leaks, pipe rupture, or any other condition that constitutes an immediate threat to human life or personal safety, or that damages or threatens to damage other units or the general common elements. Each Owner shall be permitted to re-key the locks to their unit provided that the replacement locks are compatible with the building master key. No electronic or keypad style locks shall be permitted on any entry doors. The use of the building master key is strictly limited to the conditions and circumstances described above.

II. Use of Parking Spaces and Storage Areas

1. Each Owner shall keep the parking space(s) and storage areas appurtenant to his or her unit in a good state of preservation and cleanliness. Each Owner shall repair any damage to his or her storage area within ninety (90) days of the damage being incurred.

2. No Owner shall keep in his or her storage areas any flammable, combustible, or explosive material, chemical or substance, except such commercial products as are required in normal household use.
3. Underground parking spaces are intended to be used solely for the parking of private passenger vehicles of occupants of units only, and not for trucks, commercial vehicles, trailers, boats, or other recreational vehicles or equipment. Exterior parking spaces are intended to be used solely for the parking of private passenger vehicles of occupants of units and their guests only, and not for trucks, commercial vehicles, motorcycles, trailers, boats or other recreational vehicles or equipment. Sport utility vehicles and light-duty pickup trucks not used for any commercial purpose may be parked within the Condominium. Motorcycles, scooters and mopeds may be parked within the Condominium.
4. Exterior parking spaces may be used for the parking of commercial vehicles if the operators thereof are providing a service to the Condominium or an Owner therein.
5. No unregistered motor vehicle is to be stored or parked in any parking space, underground or exterior, for more than three (3) days, except such as shall have been approved in writing by the Board of Directors.

III. Use of Common Areas of The Westerly, a Condominium

1. There shall be no obstruction of the common areas nor shall anything be stored in the common areas of The Westerly, a Condominium.
2. No Owner shall install, erect or construct any playground equipment, whether children's or adults', including basketball backboards, on decks, parking areas, appurtenances or anywhere else in The Westerly, a Condominium.
3. No Owner or guest shall park a motor vehicle in a common parking area for more than two consecutive days without having notified the Board of Directors or their agent and, if requested, having provided the Board of Directors or their agent with a key to move the motor vehicle if necessary.
4. No Owner shall operate a vehicle or permit a vehicle to be operated in or over any part of The Westerly, a Condominium unless such vehicle is equipped with a muffler to prevent excessive or unnecessary noise, which muffler is in good working order and in constant operation, and complies with such minimum standards for construction and performance as the Division of Motor Vehicles may prescribe. No such vehicle shall be equipped with a muffler cut-out or by-pass. No Owner shall cause or permit the sounding of a bell, horn or other device nor operate a vehicle so as to make a harsh, objectionable or unreasonable noise, nor permit to escape from such vehicle smoke or pollutants in such amounts or at such levels as may violate motor vehicle air pollution control regulations. No Owner shall cause or permit the use on or in connection with any vehicle a spot light,

so-called, the rays from which shine more than two feet above the road at a distance of thirty feet from the vehicle.

5. Gas grill(s) have been provided for the use of all Owners. No one under the age of eighteen (18) may use the grills. Anyone using the grills must remain in the grill area at all times when the grill is on. When finished, turn off the grill, clean the grill area including the grates, remove all cookware and food, and cover the grill once it has cooled.

IV. Actions of Owners

1. No noxious or offensive activities shall be carried on in any unit, including the creation of noise, odor, and vibration, or in the common areas or common facilities of The Westerly, a Condominium; nor shall anything be done therein willfully or negligently which may be or become an annoyance or nuisance to the other Owners or guests.
2. No Owner shall make or permit any disturbing noises in the buildings by him or her, his or her family, his or her guests, servants, employees, agents, visitors, and licensees nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Owners. Owners shall be held responsible for the actions of their family, guests, servants, employees, agents, visitors, and licensees.
3. No Owner shall play upon, or suffer to be played upon, any musical instrument or operate, or suffer to be operated, any electronic audio and/or video equipment in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Owners.
4. Owners shall comply with and conform to all applicable laws and regulations of the United States, State of New Hampshire, and all ordinances, rules, and regulations of the City of Portsmouth and shall indemnify and save The Westerly, a Condominium or other Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

V. Pets

1. No Owner shall cause or permit any pet animals to be kept in his or her unit, except dogs, cats or birds, as shall have been approved in advance and in writing by the Board of Directors. The Board of Directors shall have discretion to allow any Owner to keep more than one pet animal or two birds, in his or her unit or to approve any pet animal which weighs in excess of twenty (20) pounds to be kept in a unit.
2. No Owner shall cause or permit any pet animal or bird to be transported in any elevator within The Westerly, a Condominium.
3. Any Owner approved to keep a pet shall immediately remove and properly dispose of any excrement from such pet in or upon any common area, parking area or any other location within The Westerly, a Condominium.

4. Each Owner approved to keep a pet shall hold the Board of Directors and all other Owners harmless against loss, liability, damage or expense for the actions of such pet within The Westerly, a Condominium.

5. If a pet approved by the Board of Directors creates noise, is allowed outdoors without a leash, or in any way creates a disturbance or unpleasantness, the Board of Directors may immediately revoke their approval of such pet and the pet shall be removed from The Westerly, a Condominium within seven (7) days.

VI. Insurance

1. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings, or contents thereof, applicable for residential use, without the prior written approval of the Board of Directors. No Owner shall permit anything to be done, or kept in his or her unit, or in the common areas or common facilities which will result in the cancellation of insurance on any of the buildings or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

2. The Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon any building within The Westerly, a Condominium or the property contained therein.

3. Damage by fire or accident affecting the unit, common areas or common facilities, or the liability of the Owners or The Westerly, a Condominium Association will be promptly reported to the Board of Directors immediately following the occurrence thereof.

VII. Ownership, Occupancy and Sale of Units

1. No more than three (3) persons shall reside in any unit at The Westerly, a Condominium.

VIII. Administration

1. Any consent or approval given under these rules and regulations may be added to, amended, or revoked at any time by the Board of Directors.

2. Any complaint regarding the management of The Westerly, a Condominium or regarding actions of other Owners shall be made in writing to the Board of Directors or their designated agent.

3. All monthly charges shall be paid to the Board of Directors or their designated agent only. The Association and the Board of Directors accept no responsibility for any payment made to unauthorized persons.

4. These rules and regulations may, from time to time, be amended, modified, rescinded, or otherwise changed by the Board of Directors, and other rules and regulations may be adopted by the Board of Directors, provided, however, an Owner shall not be bound by such amendment, modification, or change until said Owner has notice of such change. For purposes hereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.

5. The Board of Directors may, from time to time, adopt policies for the enforcement of these rules and regulations, including, but not limited to, a schedule of fines for violations of these rules and regulations.

IX. Acknowledgment and Agreement to Comply

The undersigned do hereby acknowledge receipt of a copy of the within Rules and Regulations which govern The Westerly, a Condominium and agree to comply with said Rules and Regulations.

Purchaser/Owner

Purchaser/Owner