

MONTROSE CONDOMINIUM ASSOCIATION

Rules and Regulations

1. INTRODUCTION

We live in a community in which all the outdoor areas, as well as the exteriors of the buildings (including decks) are common or limited common property. To maintain the value of our investment in each of our units, as well as to provide a peaceful and attractive environment, it is important to have rules and regulations governing the uses of these common and limited common areas. The Board of Directors has voted to adopt the following rules and fine schedule pursuant to their authority under the Declaration of the Condominium, Article VII (I) and the By-Laws, Article V (8). The schedule of fines is provided as Attachment 1.

2. APPLICABILITY

- 2.1 These Rules and Regulations apply to all Owners, Tenants, Guests, and Vendors performing work on behalf of the Unit Owner or the Association, and the Management Company. To the extent that a Tenant or Guest commits an infraction of any rule or regulation, the Owner shall be responsible. Owners are required to ensure that all persons occupying, using or visiting their unit are familiar with these Rules and Regulations.
- 2.2 Reference to an Owner in these Rules and Regulations shall also mean and include Tenants, Guests, and Vendors performing work on behalf of the Unit Owner or the Association, and the Management Company.

3. ROADS AND PARKING SPACES

- 3.1 The speed limit within the condominium property is 20 miles per hour.
- 3.2 Each building's parking lot is designed to accommodate approximately 10 parking spaces per building. While this may not allow for parking for each vehicle in a two-vehicle family, each Unit Owner shall be entitled to **one parking space only** and shall be entitled to occupy a second parking space in the parking lot on a space-available basis **while respecting the rights and privileges of other Unit Owners** to the same. No Owner shall have the right to two parking spaces, and there are currently no assigned parking spaces. Any Owner, Tenant, or his/her family, owning, operating, or possessing more than two vehicles must park those extra vehicles off the condominium property. Most parking lots also include a "turn out" for the purpose/ease of backing out of spaces. At no time shall these "turn outs" be used as parking spaces. No parking is ever permitted along the entrance to parking lots. Unit Owners are not allowed to park along the road on a consistent basis. Parking along the roadway is permitted by guests on a short-term, temporary basis, and without blocking the road or parking on the grass. Guests may also park in the small overflow area across from the mail house. At no time shall an Owner/Tenant have more than two vehicles registered in his name occupying parking spaces in a building's parking area. Permanent or temporary storage of vehicles on common property is not permitted.

- 3.3 No unregistered, uninspected, partially or totally disabled vehicles may be parked or stored on any portion of the property. Five (5) days after notification, vehicles will be towed. Owners will be responsible for all expenses of removal.
- 3.4 Owners are responsible for moving, or making arrangements to have moved, all of their vehicles in order to permit snow removal to take place. Failure to comply will result in the Board of Directors having a vehicle towed at the Owner's expense. See 6.6 for additional instructions.
- 3.5 No boats, trailers, heavy trucks, or commercial vehicles shall be parked or stored on any portion of the property. Only registered automobiles and motorcycles are allowed on Association property. Motorcycle kickstands must rest on a solid platform so as not to damage the pavement. No other motor vehicles, whether designated for on or off road use or vehicle accessories are permitted at any time on condominium property.
- 3.6 Vehicle washing on common condominium property will be permitted with consideration of local water and drought restrictions. No vehicle maintenance is allowed such as, but not limited to, oil changes, tune-ups, vehicle or accessory painting (done outside), radiator flushing, or any other work which would entail the potential contamination of Common Property with hazardous or destructive materials is allowed.

4. **GARBAGE AND RUBBISH**

- 4.1 The dumpster is to be used only to dispose of household garbage, paper, and paper boxes. Boxes and other large items **MUST** be broken down before being placed in the dumpster. The Town Transfer Station currently accepts recyclables at no cost.
- 4.2 **Under no circumstances** are any materials, refuse, boxes or other discarded items be left on, beside, behind, or on the ground near the dumpster or mail house. If the dumpster is full, residents must take your garbage with you and bring it back when the dumpster has been emptied. If bulk items are left around the dumpster or mail house, the dumpster operator will not take them; therefore, the Association is forced to hire an independent vendor to remove and dispose of them at an additional cost to the entire Association.
- 4.3 No oil, grease, or other hazardous material shall be placed into or around the dumpster or the enclosed dumpster area at any time for any reason. Hazardous material is defined as, but not limited to, paint, varnish, toner, toner cartridges, or vehicle batteries, or other material not specifically defined here but defined as hazardous waste under State and/or Federal law. The Town of Exeter, in cooperation with the Town of Stratham, offers an annual hazardous waste collection date in the Fall. Further, no furniture, automobile components, televisions, appliances, and the like shall be placed in or around the dumpster area or the enclosed area around the dumpster at any time for any reason.
- 4.4 If it is necessary to dispose of large items that cannot be placed in the dumpster, the resident must contact a private disposal company or utilize the Town of Stratham Transfer Station.

5. EXTERIORS OF UNITS

- 5.1 Mounting of personalized signs, ornamental flags, plaques and other decorative or identifying materials on the unit or the common ground is prohibited. The American flag may be flown, however, only with written permission by the Board of Directors.
- 5.2 During the holiday season (November 15th to January 15th) Unit Owners are permitted to place holiday lights on their decks and the bushes in the front or sides of their units. Holiday decorations are also permitted to be placed in the mulch beds in the front or side of the units but not on the lawns. Holiday decorations are not permitted to be attached to the siding and deck privacy walls with a nail or anything that creates a hole in the siding.
- 5.3 No Owner may have any area of the exterior unit or deck area painted without the written permission of the Board of Directors. Any exterior areas in need of painting as a result of Unit Owners replacing exterior doors, storm doors, bulkheads, or windows are the responsibility of the Unit Owner. The building and trim paint colors are on record with the Board of Directors.
- 5.4 Any Contractor providing services directly to a Unit Owner as it pertains to the exterior of the unit must provide the scope of the work to be done, along with a certificate of insurance to the Management Company for the Board of Directors.
- 5.5 No laundry, beach towels, wearing apparel, or other articles shall be hung on, around, or within the confines of any deck (front or rear) of a unit. No garbage or refuse of any sort shall be stored on, under or around any deck.
- 5.6 Bicycles, carriages, roller skates, skateboards, or toys which present a potential danger or hazard to others or other material or objects, shall not be left unattended, or stored on front decks, under decks or in any common or limited common area, such as lawns or walkways.
- 5.7 Bicycles, skateboards, or the like are not to be ridden on the Common or Limited Common areas such as lawns, walkways, etc. Walkways are for pedestrians only. Riding on the roadway is permitted.
- 5.8 Window mounted air conditioners are permitted from the period of Memorial Day through and including October 15. It is the responsibility of the Unit Owner/Tenant to make sure the AC unit is installed properly. Owners with window air conditioners still in place as of October 16 will be subject to fines.
- 5.9 No Owner shall participate in any use of the Common Area which would be destructive to the Common Area. If an Owner, Tenant, Guest, or any Contractor hired by the Owner causes damage to the Common Area, the owner shall be responsible for restoring the damaged area to its original condition.

- 5.10 Owners are responsible for the behavior of their children, tenants, visitors, or contractors they may hire.
- 5.11 The discharge of firearms or use of other weapons (whether for hunting or recreational purposes) is not permitted on decks or on Common Areas within Association property. Use of weapons on decks or on Common Areas within Association property will be referred to the Police Department for action, as appropriate.
- 5.12 Unit Owners are responsible for submitting requests to the Board of Directors for modifications and/or new installation of AC condensers, doors, windows, furnaces, radon remediation systems, and sump pumps. Requests must include a sketch of the location of any vent pipes, electrical wiring, radon pipes that will result in changes to the piping on the exterior wall of the unit. Any work requested shall not commence until written approval is provided to the Unit Owner by the Board of Directors.
- 5.13 Owners will be responsible for keeping their decks and porches in a clean and sanitary condition.
- 5.14 Owners must make a reasonable attempt to remove snow from the rear decks as soon as possible at the end of the snow event. If unable to do so, please arrange to have this done.
- 5.15 Outdoor ornamentation within the grass areas is prohibited, as it hinders the mowing operation.
- 5.16 Doorbell cameras – Due to privacy concerns doorbell or outdoor security cameras are not allowed. There is no way to position a camera so that the focus is not beyond a unit's own doorway so therefore the privacy of each unit owner cannot be guaranteed so they cannot be allowed.

6. USE OF PREMISES

- 6.1 The Association septic systems are designed for one bedroom units. Occupancy of any unit is limited to two (2) persons as per Article VI (A), Declaration of Condominium.
- 6.2 No animals, livestock, poultry, or pets of any kind shall be permitted in the Common or Limited Common areas. Maximum of 2 cats are allowed in a unit with notification to the Board of Directors. The Board of Directors has the option to have an animal creating a nuisance removed from the property, if necessary, at the Owner's expense.
- 6.3 No Unit Owner will place any food of any kind outside one's Unit for the purpose of, or which has the result of, attracting and feeding wild animals. Seed bird feeders are not allowed. The seed attracts mice which get into the units and chipmunks which burrow under the walkways destroying the pavement. Liquid hummingbird feeds are allowed.

- 6.4 No Unit Owner shall lease a unit for a period of less than six (6) months
- 6.5 Prior to renting or leasing a unit, the Owner shall inform the Board of Directors, in writing, of the identity of the lessee, the period of the lease, and the lessee's telephone number and email address. Adherence to these Rules and Regulations shall be made a condition of any lease agreement and the Owner shall give a copy of the Rules and Regulations to the tenant at the time of lease. Owners leasing their property shall be responsible for their lessee's infractions of these Rules as well as any damage caused by the lessee to any of the Common Areas. Responsibility shall mean payment of any and all fines and the understanding that a lien may be placed against said Owner's property in accordance with the Condominium By-Laws.
- 6.6 Owners are responsible for moving, or making arrangements to have moved, all their vehicles in order to permit snow removal from the parking lots to take place. Vehicles are to remain in the parking lot during a snowstorm. At no time during a storm will vehicles be allowed in the roadway. When the snowstorm ends, vehicles will be moved to the roadways to allow cleanup of the parking lots. Failure to comply may result in the lot not being able to be properly plowed. The Board of Directors could have the vehicle towed at the owner's expense or the unit owner may need to pay to have the plow truck return to the property to properly plow the lot or the unit owner may have to shovel the lot to rectify the situation.
- 6.7 Outdoor plantings are encouraged but must be approved by the Board of Directors prior to planting. Approval shall not be given without submitting a written request, along with a landscaping plan.
- 6.8 If an Owner has planted a rear or side garden or an Owner has inherited a rear or side garden, they are obligated to maintain it with pruning and weeding as necessary. If the Board deems that the rear or side garden is not being maintained, then they can ask for it to be removed. It is the obligation of an Owner selling a unit to inform all potential buyers that they are responsible for the maintenance of any rear or side garden by providing them with the Rear Garden Acknowledgement Form to complete and provide to the Board of Directors.
- 6.9 A Unit Owner is responsible for requesting permission from the Board of Directors for all interior renovations that are deemed a structural change to the unit.
- 6.10 As Unit Owners share common area walls, and smoking inside the units or in the limited common area may impact the quality of living of some of our Owners. If you are a smoker you may have to purchase interior smoke eaters or air purifiers for the interior of your units and/or cigarette disposal containers for their decks that help absorb any offensive odor if it is disturbing to your abutting neighbors. As always, you are expected to be considerate and respectful of your neighbors.

- 6.11 As per the Declaration (Article III, Section E, subsection b) a dryer vent is the responsibility of a unit owner. A unit owner is required to clean, or have professionally cleaned, this vent yearly for fire prevention. The vent must be cleaned from the exhaust on exterior wall to interior wall connection and from interior wall connection to dryer. Proof of such or certification of such must be provided to the management company yearly, between April 15th and June 15th.
- 6.12 Grills or any flammable devices are not allowed on the unit decks at any time.
- 6.13 Open fires and fire pits are not permitted on the premises.

7. NOISE

- 7.1 No Owners will permit unreasonable noise at any time by any person in or around their unit. Unreasonably loud radios, stereos, televisions, parties, musical instruments, etc. are prohibited. "Unreasonable" shall mean any noise (above normal conversation) that can be heard by people in another unit. The Board urges each Owner to have consideration for their neighbors, to include closing both front and rear doors without excessive force. The noise ordinance for the Town of Stratham becomes effective at 10:00 PM. Unreasonable noise after 10:00 PM may be reported by Owners to the Stratham Police Department for action.

8. POND

- 8.1 Swimming, ice-skating, fishing, or other activities are not allowed in or near the fire pond. No one is allowed inside the fence.

9. CONDOMINIUM FEES

- 9.1 Condominium fees are due by the first (1st) of each month. Any payment made after the last day of the month will be assessed a \$15.00 late fee.
- 9.2 Owners will be charged for any fees incurred as a result of returned checks.
- 9.3 Upon a default by an Owner of the payment of any single installment which continues for 10 days following the Owner's receipt of written notice of such default, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors. The balance then due and owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Board of Directors or Manager. A lien may be filed at the Rockingham Registry of Deeds to enforce the same and in addition an action at law may be brought to recover the sums due and payable to which shall be added interest at the rate specified in the By-Laws, costs, and reasonable attorneys' fees.

10. FINES

- 10.1 The Board of Directors shall have the right to levy against Unit Owners such just and appropriate fines as it deems advisable for noncompliance with any of the provisions of the Declaration, these Bylaws or the Rules and Regulations of the Condominium. This shall include charging back legal fees when the Association is forced to hire an attorney to respond to a Unit Owner on complaint. All such fines shall be added to and shall constitute a Common Expense assessed to that unit and payable by such Unit Owner. Any such fine levied by the Board of Directors may be appealed for review by the Association at the next scheduled Association meeting. Further, any costs incurred to enforce the provisions of the Declaration, Bylaws and/or Rules and Regulations shall be assessed to the Unit Owner.

11. SELLING A UNIT

- 11.1 It is the Owner's responsibility to provide the realtor/Buyer with a copy of the Rules and Regulations, the Declaration and By-Laws of Montrose.

12. ACCESS TO ASSOCIATION RECORDS

- 12.1 Each Owner and/or Mortgagee is permitted to examine the accounting records of the Association by prior request at reasonable times on business days, but with respect to the Management Company, not more than once per month (By-Laws, Article X, #5, page 24).
- 12.2 Each Owner and/or Mortgagee is permitted to examine all copies of meeting minutes by prior request at reasonable times on business days at the office of the Management Company.

13. MONTROSE HOMEOWNER / OCCUPANT INFORMATION SHEETS

- 13.1 It shall be the responsibility of all Owners/Occupants at Montrose to furnish, upon request of the Association, information requested for documentation purposes. A copy of the form is provided as Attachment 2 to the Rules and Regulations. The information requested shall include, but may not be limited to, the following:
- Owner Name
 - Owner Residence Address
 - Owner Mailing Address
 - Owner Business and Home Phone
 - Name and phone number of whom to notify in case of emergency
 - Names of all unit occupants, a contact phone number and email address
 - Number of vehicles
 - Vehicle Registration Numbers
 - Registration expiration date
 - Make/Model of all vehicles

Further, it shall be the responsibility of the Unit Owner to update this information as circumstances change. Failure to comply with this request will result in the imposition of penalties as described in Attachment 1.

14. COMMUNICATION WITH THE BOARD OF DIRECTORS

- 14.1 Owners may communicate with the Board by email (montrosebod@gmail.com), or by writing and addressing correspondence to:

Board of Directors
Montrose Condominium Association
PO Box 473
Stratham, NH 03885

Attachments 1 and 2 below

- 1) Montrose Condominium Association Fines and Penalty Sheet
- 2) Montrose Condominium Owner Information Sheet