

THE RESIDENCES AT FOUNDRY PLACE CONDOMINIUM RULES

These Rules have been adopted by the Board of Directors of The Residences at Foundry Place Condominium, pursuant to Section 9.3 of the Declaration of The Residences at Foundry Place Condominium, dated _____, 2024 ("Declaration"). Capitalized terms shall have the meaning given to them in the Declaration.

To provide for the harmonious use and occupancy of the Units in the Condominium, and to protect the value of the Units, the following Rules shall apply to all Unit Owners and Occupants (other than the Declarant during the period of initial constructing, financing, selling or renting of Units and Common Area) unless or until amended by the Board pursuant to the terms of the Condominium Instruments:

- (1) Proper Use. No Unit or Common Area of the Condominium shall be used for any unlawful or improper purpose. In the use of the Units and the Common Area, Occupants shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same. The Common Area shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.
- (2) Residential Use of Units. Each Residential Unit shall be occupied and used only for private residential purposes, except for such limited professional use as the Board, upon written application of the Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium. Such authorization of the Board shall be obtained in writing. This restriction shall not be construed to prohibit Board approval of corporate housing in accordance with the Declaration, or to prohibit Owners from leasing their Units, so long as the lessees and occupants thereof occupy and use the Unit and Common Areas in accordance with these Rules and the other Condominium Instruments.
- (3) Common Area Obstructions. Hallways, stairs, elevators, vehicular passageways and entryways to the Building shall not be obstructed or used for any purpose other than for ingress to or egress from the Building or a Unit. No packages or other deliveries shall be left overnight in any Common Areas, except such areas as the Board may designate.
- (4) Nuisance. No Unit Owner or Occupant shall commit a nuisance or engage in any activity that is a source of unreasonable annoyance or interferes with the peaceful possession and/or proper use of the Condominium by the other Unit Owners and Occupants. Without limiting the foregoing, no Unit Owner or Occupant shall emit unusual or foul odors into the Common Area or adjacent Units, or play loud music or otherwise create noise that unreasonably disturbs any other Unit Owner or Occupants. No dirt, dust, debris or other object shall be swept, thrown or shaken from any door, window, balcony or patio or other portion of the Building.

(5) Fire Hazards and Insurability. No Unit or Common Area shall be used in a manner that constitutes a fire hazard, or in a manner that results in, or is reasonably likely to result in, the cancellation of insurance on any part of the Condominium, or in a manner that is in violation of any applicable law, ordinance, or Governmental Approval. No part of the Condominium shall be used in a manner that would increase the cost of Condominium insurance without the prior written consent of the Board, but the granting of such consent shall not be deemed to create any liability on the part of the other Unit Owners for the use allowed by such consent. The additional cost of insurance shall be borne by the Unit Owner(s) granted such consent.

(6) Fireworks and Explosives. In no event shall any fireworks, explosives or the like be brought upon, used, kept or stored in or about a Unit, or the Common Area; provided, however, that firearm ammunition in limited and reasonable amounts may be brought upon and stored in a Unit or Limited Common Area if stored at all times in a fire rated and locked safe separate from any firearms.

(7) Hazardous Materials. No hazardous materials, including those which are defined and regulated by New Hampshire or Federal law, may be brought upon, used, kept or stored in or about a Unit, or the Common Area, except (i) in the case of the Commercial Unit, in reasonable quantities as are incidental and necessary for the ordinary course of business operations conducted therein, and (ii) in the case of Residential Units, in reasonable quantities as are incidental and necessary to residential use, and (iii) in all cases, in compliance with all applicable New Hampshire and Federal laws.

(8) Occupancy Agreements. A copy of any lease or occupancy agreement allowed by Section 17.4 of the Declaration, including names and contact information of all tenants and/or occupants, shall be shared with the Board or its Manager in advance of occupation of the Unit. All leases and other occupancy agreements shall require all tenants, occupants and their invitees to comply with the Declaration, Bylaws and these Rules. Owners must provide a copy of these Rules to a tenant or other occupant at or prior to the time a lease or other occupancy agreement is signed by the tenant or other occupant.

(9) Occupancy Limit. The number of people residing at the Residential Units shall be limited as follows:

- 1 Bedroom Units – no more than 2 persons
- 2 Bedroom Units – no more than 4 persons
- 3 Bedroom Units – no more than 6 persons

Exceptions to these occupancy limits shall be permitted with the advanced written consent of the Board or its Manager, at their sole discretion.

(10) Exterior Fixtures, Objects and Displays.

- a. Subject to Section 47-a of the Act, no decorations, awnings, screens, sunshades, covers, air conditioning equipment, fans, advertisements, signs, or posters of any kind shall be affixed, placed or posted in or on the exterior of the Building or other Common Areas, or in any window or other area of a Unit subject to public view except as authorized by the Board and in compliance with all government approvals and all applicable laws and regulations; provided, however, with the prior consent of the Board (which consent shall not be unreasonably withheld but may be subject to reasonable conditions imposed by the Board), the Commercial Unit shall be permitted such signage as allowed by permit issued by the City of Portsmouth with respect to the use and occupancy thereof.
- b. No article or decoration shall be placed on a windowsill or juliet balcony. No clothing, laundry, rugs, or other objects shall be hung from any window, door, balcony, patio or other portion of the Building.
- c. All interior window coverings exposed or facing the exterior of a Residential Unit shall be the same color as those installed by the Declarant, or as otherwise approved by the Board.
- d. No wiring, air conditioning units, or other equipment, which protrudes into or through the Common Area or is otherwise visible on the exterior of the Building shall be installed, except as authorized by the Board.

(11) Unit Maintenance. Each Unit and its appurtenant Limited Common Area shall be kept at all times in a clean and sanitary condition.

(12) Unit Temperature. The temperature level in Units and heated areas of any enclosed Limited Common Areas appurtenant thereto shall be kept at a minimum of 55 degrees fahrenheit at all times.

(13) Trash. All refuse and trash shall be placed in bins located in the trash room in accordance with the type of contents labeled on the bins and as specifically designated by the Board. No recycle materials, garbage, or trash shall be permitted to remain in public view anywhere on the Premises.

(14) Water Closets. Water closets and any other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from an Occupant's misuse of any water closet or other water apparatus shall be paid for by the Owner of the Unit with which that Occupant is affiliated.

(15) Parking Garage Spaces.

- a. Loading/Unloading Spaces. The two (2) parking spaces located in the Building parking garage and marked for loading and unloading shall be used by Occupants only for active loading and unloading purposes, for periods of time not to exceed fifteen (15) minutes at a time.
- b. Disabled Spaces. The two (2) parking spaces located in the Building parking garage and marked as being for disabled persons only shall only be used by disabled Occupants on a temporary basis who possess and display while parked therein a special identification permit or license plate. Use of any disabled spaces by disabled Occupants on anything other than a temporary basis shall require the prior written approval of the Board, and may be conditioned upon the payment of a monthly fee and the relinquishment or exchange of rights to use Foundry Place Parking Garage Spaces or parking spaces located within the Building garage and allocated as Limited Common Area, until such time as the disabled spaces are no longer required or used by the disabled Occupant.
- c. Easement Spaces. No parking at any time is allowed in any of the eleven parking spaces marked "Easement" and numbered 13 through 23, inclusive, on the Floor Plans.
- d. General. No boat, trailer, camper, inoperable motor vehicle or motorized vehicle not registered for use on the public highways may be stored, used or parked anywhere on the Condominium. Maintenance of vehicles (unless of an emergency nature) in the Common Areas is prohibited and disposal of any vehicle fluids or hazardous materials on or at the Condominium is prohibited.

(16) Work Hours. Except in the case of an emergency and except with respect to the Commercial Unit, no contractor or workmen shall be permitted to do any work in any Unit between the hours of 6:00 P.M. and 8:00 A.M. or on Saturdays, Sundays or legal holidays, if such work would disturb any other person, without the prior written consent of the Board.

(17) Pets.

- a. Household Pets Only. No animal other than common household pets shall be kept or maintained at the Condominium.
- b. No Pets for Commercial Purposes. Common household pets shall not be kept, bred, or maintained for commercial purposes at the Condominium.
- c. Control of Pets. Household pets are not be permitted outside Units

unless they are accompanied by a person thirteen (13) years of age or older, and carried or leashed.

- d. Pet Waste. Any pet waste deposited on any portion of the Condominium shall be immediately and thoroughly cleaned up by the Unit Owner or Occupant and properly disposed of.
- e. Damage Caused by Pets. The Owner of a Unit where a pet is kept or maintained shall be responsible for and may be assessed by the Board for damages to the Building or other parts of the Condominium caused by such pet.
- f. Number of Pets. Pets shall not exceed three (3) in total number, and are further limited to no more than two (2) fully domesticated dog breeds, cat breeds, or birds. Any number of aquatic fish and species of frogs and turtles that are commonly and lawfully kept in an aquarium, are allowed in the Units, but must be kept in a single aquarium or fishbowl at all times and the aquarium or fishbowl volume shall not exceed 40 gallons. Multiple aquariums or fishbowls are not permitted. The Board may grant exceptions to the limits above, at its sole discretion, for any limited duration of time.
- g. Specific Prohibited Pets. Except those permitted in 17(g) above, all reptiles and amphibians, which includes but is not limited to salamanders, snakes and lizards; and all other mammals, including but not limited to ferrets, rabbits, pigs, and rodents, are prohibited in the Units and Common Areas without the express written approval of the Board, which may be withheld at the Board's sole discretion.
- h. Pet Nuisance. Any pet which the Board shall determine to be a nuisance, annoyance, inconvenience or a danger to the Condominium or any occupant thereof shall be removed from the Condominium within ten (10) days of the Board's request.
- i. Pet License and Inoculation. All pets shall be licensed and inoculated in accordance with applicable law, and written evidence thereof satisfactory to the Board shall be provided to the Board within ten (10) days of the Board's request.

(18) Association Employees and Contractors. Unless authorized by the Board, no Unit Owner or Occupants shall: (a) engage any employee, service provider, or contractor of the Association on any private business while working for the Association, or (b) attempt to direct, supervise, or in any manner attempt to assert control over any such employee, service provider, or contractor. Questions or concerns shall be addressed to the Board or its Manager.

(19) Common Amenity Space Use. Exclusive use of Common Amenity Spaces are at the discretion of and subject to prior written approval of the Board, in its sole and absolute discretion, and is further subject to such policies, procedures, conditions and fees as may be imposed by the Board. Groups of seven or more Occupants that wish to use any Common Amenity Space at a specific date and time on a non-exclusive basis are also at the discretion of and subject to prior written approval of the Board, in its sole and absolute discretion, and is further subject to such policies, procedures, conditions and fees as may be imposed by the Board. All such uses of Common Amenity Spaces, scheduled or otherwise, require that an Occupant in residence be in attendance at all times (the "Responsible Occupant"). Scheduled use of the Common Amenity Spaces shall have use of the Common Amenity Space for the permitted time and only for the permitted use. Immediately following any use of the Common Amenity Space, the Common Amenity Space shall be cleaned, tidied and restored to the same or better condition as pre-existed the use. The Responsible Occupant and each Occupant's Unit Owner(s) shall be jointly and severally liable for any and all costs incurred by the Association for cleaning and repairs to damage caused to the Common Amenity Space or other Common Area by any of the Occupants in attendance, and the Responsible Occupant and said Unit Owner(s) shall immediately reimburse the Association on demand for all such costs incurred.

(20) Moving In or Out. Unit Owners or other Occupants shall notify the Board or its Manager of any and all furniture, appliance, and/or large item deliveries and removals, residential move-ins, and/or residential move-outs (all "Moving Work") at least 2 business days prior to commencing the Moving Work. Trucks, vans and vehicles associated with the Moving Work must park on the northwesterly side of Hill Street in such a manner as to allow vehicular traffic to pass and to park. The three parking spaces adjacent to the Building on Hill Street are reserved by easement for exclusive use by non-residents of the Condominium.

The Unit Owners and other Occupants, including their service providers for the Moving Work, shall take the necessary steps and precautions to protect the Building, its various components and the rest of the Condominium, from damage in any way, including but not limited to damage to the elevator; to flooring; to light and other fixtures; to planters, artwork, and furniture; to the hallway walls and doors; and to the stairwell walls and doors.

The Unit Owner and each Occupant involved in the move are jointly and severally liable for any and all damage to the Building or other portions of the Condominium caused by the Moving Work, as well as any cleaning to the Condominium necessitated by Moving Work, and shall immediately pay and reimburse the Association on demand for any expenses the Association incurs for such cleaning or repairs to the Condominium that the Board or its Manager deems necessary, in their sole discretion.

The Manager will endeavor to hang elevator pads in the elevator in advance of

timely scheduled Moving Work. If the elevator pads are missing on the scheduled day and time of the move, the Manager and in the absence of the Manager, a Board member must be notified. The absence of elevator pads shall not excuse the Unit Owner and Occupants from liability for damaging the elevator or any of its components.

(21) Rule Violations/Sanctions.

- a. When the Board has determined that a violation of the Declaration, Bylaws and/or these Rules has occurred, the Board may impose the following sanctions:

A. 1 st Violation	Warning
B. 2 nd Violation	Fine of \$50.00
C. 3 rd Violation	Fine of \$75.00
D. 4 th Violation	Fine of \$100.00
E. 5 th Violation	Fine of \$150.00

All fines shall be paid within ten (10) days of receipt of a written notice of violation.

- b. In addition to the sanctions noted above, the Board may impose maintenance charges for necessary repairs to Common Areas caused by any violation, and reserves the right to impose other sanctions or remedies as provided in the Declaration, Bylaws, and/or Condominium Act.
- c. Any and all violations are considered cumulative whether or not the violation is a violation of the same or another provision of the Declaration, Bylaws or these Rules; provided, however that one year (365 days) after any violation was found to occur by the Board, it will be forgiven and will not be used in calculating sanctions for more recent violations, if any, so long as any related fine has been paid.