

SPINNAKER POINT CONDOMINIUM ASSOCIATION

RESIDENT INFORMATION BOOKLET & RULES AND REGULATIONS

(Amended October 2025)

Foreword

Condominium living is far different from living in a single-family home, where individual actions have little or no effect on neighbors. Condominium life demands the full cooperation of each individual so that all can share in a peaceful and harmonious environment. The Rules and Regulations included in this booklet have the sole purpose of promoting a harmonious environment in a condominium where the homes are not separated by broad lots, but are as close as the single limited common area wall between the units.

Sometimes it is hard to forget all the freedoms we had as single-dwelling homeowners and come to grips with the reality of condominium life. With a little effort, it is a marvelous way to live.

The following general information is intended for the benefit of all unit owners and is a summary of particular items of concern relative to the operation of the property and the responsibilities of each unit owner in accordance with the condominium documents. **IT DOES NOT SUBSTITUTE OR SUPERSEDE THE MASTER DEED & BYLAWS.**

We urge all residents to keep this booklet handy and familiarize themselves with the Rules & Regulations on the pages to follow.

Important Telephone Numbers And E-Mail Addresses

Portsmouth POLICE department – Emergency	911
Portsmouth POLICE department – Non Emergency	603-427-1500
Portsmouth FIRE department – Emergency	911
Portsmouth FIRE department – Non Emergency	603-427-1515
Portsmouth ANIMAL control	603-427-1500
Portsmouth PUBLIC LIBRARY	603-427-1540 www.cityofportsmouth.com/library
Great Portsmouth Chamber	www.portsmouthchamber.org
The City of Portsmouth’s web-site	www.cityofportsmouth.com
City of Portsmouth’s Pet Regulations Type “animal regulations” in the search box near the top of the page	www.cityofportsmouth.com
City of Portsmouth’s Newsletter	www.cityofportsmouth.com/newsletter/index.htm
SPINNAKER POINT Board of Directors	bod@spinnakerpointnh.com
PROPERTY MANAGER	brendan@upmanagement.org
PROPERTY MANAGER EMERGENCY PHONE NUMBER	603-766-4876

Condominium Fees

The monthly condominium fees are due and payable to Spinnaker Point Condominium Association on the first day of each month. The monthly condominium fee covers all costs included in the Budget to maintain the property. Special Assessments, which may be levied from time to time to cover unforeseen costs for emergencies or unanticipated maintenance, are also due and payable as noted above.

Monthly condominium fees are due and payable on the first of each month. Payments may be made through AppFolio, mailed to Spinnaker Point Condominium, 235 West Road, Unit 7, Portsmouth, NH 03801; dropped off at the on-site Management Office; or mailed to Spinnaker Point, 70 Spinnaker Way, Portsmouth, NH. If they are not received by the 10th of each month, or if there is any outstanding balance on an owner's account, a \$25 Late Fee, or 1.5% interest, whichever is greater, is applied to the owner's account.

Any owner that falls 60 days in arrears is automatically referred to the Association's legal counsel. The Association exercises all legal measures available in the collection of delinquent fees, including, but not limited to, lien filing, collection action, foreclosure, and garnishment of rents if it is a rental unit.

In accordance with the Association's condominium documents and New Hampshire State Law, the unit owner is responsible for any and all legal fees and costs incurred by the Association in connection with the collection of past due fees.

Insurance

The Association's Master Policy maintains property and liability insurance on all Common Property. The Master Policy carries a \$10,000 per occurrence deductible with a \$10,000 per *unit* deductible on all water-related losses.

Spinnaker Point's insurance covers everything in each individual unit at the time it was initially built/completed by the developer, and any improvements reported to the Property Manager. It does not include coverage on personal belongings within your unit. Any upgrades to your unit's finishes and fixtures valued at more than \$1,000 must be reported to Management to ensure coverage under the Association's Master Policy.

Unit owners are required to have their own insurance policies to cover the Association's \$10,000 deductible, and are recommended to have insurance for all personal property.

If a water loss affects multiple units, each homeowner's insurance policy deductible will be part of the claim, instead of one deductible under the association's master policy.

Please be advised that if you have an insurable loss, no matter how small it may appear, MANAGEMENT MUST BE NOTIFIED IMMEDIATELY!

Resident Information Forms

Unit owners are required to fill out a Spinnaker Point Resident Information Form to be filed with Management. Owners and Investors alike must keep Management current on all contact information for each person residing in their unit; information including but not limited to, the names of all persons living in the unit, in the event of a rental situation a copy of the Lease for said unit, pet information, phone numbers, e-mail addresses, and vehicle description and plate numbers. All records will be maintained at the Management Office and will be kept confidential.

Unit Keys

Unit owners are required to provide Management with a copy of their unit key(s) to be kept in the Management Office lock box. Mailbox keys are not required.

Owner's Responsibilities Pertaining To The Unit

While the Association is responsible for most of the building's exterior and grounds, Unit Owners are responsible for the maintenance and day-to-day upkeep of all items servicing their individual unit, including, but not limited to:

- **Heating, Air Conditioning & Hot Water Heaters** – owners with systems located in crawlspaces are encouraged to clearly label their systems for identifying purposes by both the owner and service technicians. Hot Water Heaters require a Water Leak Detector device; reference Pg. 17 of the Rules & Regulations. If the owner replaces any of these systems, the old system must be removed and disposed of off-site.
- **Plumbing & Electrical** – any and all service to each unit, i.e., all switches, wiring, plumbing, pipe, ducts, insulation, faucets, television, telephone, electrical receptacles (interior & exterior), and light fixtures.
- **Windows & Doors** - the inner surface of the door, doorframes, locks and keys, thresholds, interior surface of windows, window frames, and screens.
- **Fireplace** – maintenance, inspections, and clearing of the fireplace and chimney is required to be performed a minimum of every two years. A copy of the inspection/cleaning report must be filed at the Management Office. The Association's Insurance will not cover losses due to chimney fires unless a record of regular maintenance inspections and cleanings is filed with Management.

Exterior Modification/Change

NOTHING shall be done in a unit, building, common, or limited common area that would change the building or grounds without the prior review and written approval of the Board of Directors and the Architectural Committee. Any changes, construction, alteration, or remodeling that would affect the exterior or structure of any unit, building, or grounds requires the unit owner to complete an Exterior Modification Form, including all appropriate drawings and a detailed scope of work requested, for review and written approval by the Board of Directors.

SPINNAKER POINT CONDOMINIUM ASSOCIATION

AMENDED RULES & REGULATIONS

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Enforcement of Rules

A code of rules is useless unless it is enforced. The rules apply to everyone, without exception. Please be aware that Unit Owners are responsible for the actions of their children, tenants, and guests and their adherence to the Rules and Regulations of the Spinnaker Point Condominium Association. Care has been taken to ensure that everyone on Spinnaker Point property is aware of the rules so that ignorance can be no excuse. When enforcement of the rules is required, the following will apply for all violations.

Complaints and Reporting of Rule Violations

Breach of any of the Rules and Regulations of the Spinnaker Point Condominium Association should be directed to the Management Company and/or the Board of Directors. All complaints and reports of rule violations should be made in writing. Said report shall include the name of the person making the complaint and contain all relevant information regarding the matter.

Fines

Although all residents should wish to abide by such rules for the common good, we unfortunately must recognize human nature and provide a system of fines for violations of these rules. The violation of any rule and regulation adopted by the Board, or the breach of any of the By-Laws, or the breach of any provision of the Master Deed or of the offending Unit Owner's Deed, shall give the Board the right, in addition to any other rights set forth in said Documents, to enjoin, abate, or remedy by the appropriate legal proceedings, either at law or in equity (or both) any said breach. The Board has the additional authority to levy fines against Unit Owners for violations based upon the circumstances of each incident. The base fine structure is outlined below and subject to change at the discretion of the Board based on the circumstances of the violation.

The Management Company and/or the Board of Directors will issue a written notification of violation to the violating Unit Owner. The base fine structure below will apply, and the unit owner's account will be charged accordingly:

1. 1st violation within any fiscal year of the Trust, the fine shall be Twenty-Five (\$25) Dollars.
2. 2nd violation of the same rule within any fiscal year, the fine shall be fifty (\$50) Dollars.
3. 3rd and each subsequent violation of the same rule within any fiscal year, the fine shall be One Hundred (\$100) Dollars, with each day that a violation occurs considered a separate violation.

Collection of Fines

Collection of fines will be enforced against the Unit Owner or Unit Owners involved as if the fine were common area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Board shall have the power to require such Unit Owner to post a bond or other security as they deem appropriate to provide for adherence to the Condominium Documents as they may be amended. In any action hereunder, the Unit Owner shall be responsible for all costs associated with any enforcement action, including but not limited to reasonable attorney's fees. The term "Unit Owner" shall, for purposes of this Rule & Regulation, include lessees, tenants, occupants, guests, etc.

Notwithstanding any designation on checks and/or other instruments and/or correspondence from Unit Owners, any funds received for payment of fines and/or condominium fees will be applied first to any past due interest, fines, attorney's fees, and/or special assessments.

Failure to Pay Fines or Common Area Fees

Failure to promptly pay condominium fees and fines thereto shall, in addition to all remedies under the Master Deed, By-laws and Rules and Regulations, be a violation of the Rules and Regulations, which shall subject the Unit Owner to an additional fine of Twenty-Five (\$25) Dollars or 1.5% interest, whichever is greater, on any overdue amount. The term "Unit Owner" shall, for purposes of this Rule & Regulation, include lessees, tenants, occupants, guests, etc. These fines shall be in addition to any and all charges which are assessed by the Board of Directors, pursuant to the Condominium documents. Further, the Unit Owner shall be liable for all costs associated with the collection of these fines and/or common area fees, including reasonable interest as set by the Board, attorney's fees, and any other costs of collection. The Unit Owner, to the extent applicable, shall be liable for any violation of this provision.

Unit Use – Requirements & Restrictions

1. Each unit shall be occupied only as a single-family residence. Home pursuits must not require regular visits from individual clients or from the public and must not generate unreasonable levels of mail, delivery, shipping, storage, or trash. Each Unit Owner is required to maintain his or her own unit and keep it in good condition.
2. Except as permitted by the Portsmouth Zoning Ordinances, no industry, business, trade, occupation, or professional activity of any kind may be carried out within a unit or on the premises be it commercial, religious, or educational.
3. Units may not be used as "time share" properties as that term is defined in New Hampshire statute RSA 356 and as they may be amended from time to time.
4. Units may not be used as Airbnb's, and any and all third-party online rental bookings are strictly prohibited.

5. Unit owners are permitted to lease their units as a residence for a minimum of 6 months unless approved by the Board. Please refer to “Rental of Units” on pages 10 & 11 for the full detailed policy on unit rentals.
6. For emergency purposes, each Unit Owner is required to provide a copy of the key to their unit to be kept in a locked key box at the Management Office and to complete an Owner Information Form, keeping the information updated at all times, to assist the Board and Management in the event of an emergency.
7. No Unit Owner, tenant, or guest may use a unit in any way that constitutes a “nuisance” for his or her neighbors. The volume of audio and video equipment, as well as the playing of musical instruments, must always be kept at a reasonable level that does not disturb neighbors. The operation of noisy equipment is prohibited. Dogs may not be permitted to bark for an extended period of time.
8. In no case shall a Unit Owner, tenant, or guest undertake any act, erect any structure, or store any material which will cause the condominium insurance to rise or the condominium to be placed at risk. The restriction applies to all areas, including the common areas, limited common areas, and the interior of units.
9. No interior or exterior architectural changes that weaken the structural integrity of the unit or the building are permitted.

Rental of Units

Owners may rent their condominium unit at Spinnaker Point. The Board of Directors has established rules for owners renting their unit to ensure the Association’s property is maintained, that fellow owners and residents are treated fairly, and that the Association’s Property Manager is not unduly burdened.

1. Each Unit Owner renting their unit shall pay a Rental Fee to the Association each time there is any new tenant; \$120 for a 6-month rental and \$240 for a 12-month rental.. The fee will be charged and collected within the first week of the lease date. This covers the costs to the Association of the Property Manager meeting the tenants; gathering information on them, their cars, and their pets; ensuring they understand the operation of the Association; issuing parking stickers; answering questions of the mailman and Rec Center personnel; etc. This fee does not apply if a relative of the Unit Owner or the Unit Owner is simultaneously living in the unit.
2. It is the Owner’s sole responsibility to manage their unit and deal with their Tenants. The Association, through its Board of Directors and Property Manager, has an obligation to communicate with and work with Unit Owners, not Tenants.
3. The Association or Property Manager may communicate directly with Tenants for convenience or in an emergency.

4. Unit Owners must complete and return an Owner - Tenant Information Form to the Management Office to provide contact information; full names, phone numbers, and e-mail addresses of all adults living in their units that are not just short-term guests (less than three weeks), whether or not rent is being collected.
5. Unit Owners are solely responsible for coordinating the billing transfer of the utilities, gas, and electricity, from the owner's name to the tenant's name and back to the owner's name when the tenant moves out. The utilities shall not be turned off at any time so as to avoid the potential for damages due to temperature changes during the seasons, ie. frozen pipes during the winter months. Any and all damages to the unit(s), common, and/or limited common areas as a result of the utilities being shut off are the responsibility of the owner.
6. Unit Owners are solely responsible for coordinating and performing repairs to non-common unit-specific elements such as bath ventilation, plumbing, heating/air conditioning, and electrical systems. This includes unit-specific facilities outside the unit, such as the mailbox lock and key, and the mailroom and any storage room keys.
7. Unit Owners, especially those who live some distance away, are encouraged to hire a local independent property manager to manage their unit during any rental period. The name, address, phone number, and email address of a Unit Owner's current property manager shall be provided to Spinnaker Point's Property Manager.
8. Spinnaker Point's Property Manager is prohibited from acting as a property manager for any individual unit at Spinnaker Point.
9. Damage to common areas from problems such as leaks can increase rapidly with time. Therefore, Unit Owners must thoroughly inspect the interior of their unit no less frequently than once every 6 months to ensure that the interior is being maintained and no damage to common areas is evident. Failure to do so may cause the Association to invoice the Unit Owner for some or all of the cost of any repairs to common elements.
10. Use of Spinnaker Point's Property Manager or other Association resources to coordinate and perform unit-specific non-common area repairs shall result in charges to the Unit Owner commensurate with the time and materials used. This includes charges for the Property Manager's time at the then-applicable hourly rate, currently \$75 per hour with a one-hour minimum charge.
11. No unit shall be rented for less than 6 months unless the Unit Owner applies to the Board of Directors and receives written permission for the specific Tenant and/or situation. No blanket permission for leases less than six months shall be granted.
12. Units may not be used as "time share" properties as that term is defined in New Hampshire statute RSA 356 and as they may be amended from time to time.
13. Units may not be used as Airbnb's, and any and all third-party online rental bookings are strictly prohibited.

14. All rentals must use a written lease agreement containing clauses then mandated by the Association, whether or not the Tenants are friends.
15. All lease agreements shall include a copy of the Rules and Regulations of the Association.
16. It is the Unit Owner's responsibility to have each adult Tenant verify they have received a copy of the Rules and Regulations by signing and dating a Spinnaker Point verification form.
17. A copy of the fully executed lease agreement must be provided to the Association's Board of Directors or Property Manager prior to the start of the Tenant's occupancy.
18. No Tenant may sub-lease any unit to anyone at any time.
19. Each Unit Owner is responsible for the actions affecting Spinnaker Point of their Tenant(s) as well as their Tenant's guests and invitees.
20. Failure by the Tenant to adhere to the Rules and Regulations of the Association shall subject the Owner to warnings and fines. These fines are the responsibility of the Unit Owner and, if not paid in a timely manner, shall be added to unpaid condominium fees and subject to late fees, fines, and liens in the same manner as regular monthly condominium fees.
21. Spinnaker Point shall have the right to demand eviction of a Tenant, their Guests, and Invitees if there is a particularly egregious violation or a pattern of violations of any of Spinnaker Point's By-Laws or Rules and Regulations.
22. If a Unit Owner renting their unit fails to pay Spinnaker Point fees in a timely manner, Spinnaker Point has the right under its Bylaws and NH law to instruct the Tenant to make his or her rent payment to the Association until the full amount owed to the Association is paid.
23. Tenants must register all their vehicles with the Association and display Association-approved parking decals. Vehicles not registered are subject to fines and towing at any time.
24. Unit Owners that do not have a garage available for use by a Tenant may not rent their unit to anyone owning a motorcycle or a motor scooter, as such vehicles must be kept in a garage at Spinnaker Point.
25. The Unit Owner must register all of a Tenant's pets with the Association. All pets must comply with the Association's Pet Policy and the City of Portsmouth's laws and regulations at all times.
26. The Association pays for the electricity used in detached garages. Tenants may not use equipment that uses significant amounts of electricity, such as refrigerators, woodworking equipment, EV Chargers, etc.

Limited Common Area Use & Restrictions

Limited Common Areas include, but are not limited to, exterior of buildings, storage areas, garages, attics, stoops, steps, front porches, walkways, and rear decks.

1. No Unit Owner shall make structural changes to any portion of the limited common area, either by enclosing, extending, or altering it in any way, without obtaining prior written permission from the Board of Directors.
2. Unit Owners, tenants, or occupants are not allowed to paint, stain, or otherwise change the color of the outside of any building. Nor are the Unit Owners allowed to hire anyone to change the exterior in any way without prior written permission of the Board of Directors.
3. Limited common area shall be kept clean at all times and free of unsightly items such as rubbish, barrels, and debris, laundry, rugs, towels, or other personal belongings.
4. Storage of outside furniture, outside cooking equipment, and firewood is permitted. However, storage of these same items is not permitted in the common areas.
5. Fire pits and/or any wood-burning chimney-type structures are strictly prohibited.
6. Activities carried out in the limited common areas should not interfere with the peaceful possession and proper use of any other unit.
7. Limited common areas shall not be used for events such as yard sales or for any event that causes extra traffic or otherwise attracts non-residents to the area.
8. No pets shall be kept in the limited common area without the owner of the pet present at all times.
9. No architectural changes or modifications are permitted without prior written permission of the Board of Directors.

Common Area Use & Restrictions

Common Areas include, but are not limited to, exterior of buildings, all lawn areas, roadways, parking lots, parking spaces not assigned to owners, such as Visitor spaces, and the parking spaces along the main roadway, Spinnaker Way.

1. No trash or other material shall be deposited on the common area.
2. The common area may not be used for storage of firewood or for such items as outside cooking equipment, deck furniture, doghouses, or dog runs.
3. Erections of tents, pools, playpens, sandboxes, or other such structures, even temporarily, for entertainment or other purposes, are prohibited without the written permission of the Board of Directors.
4. Fire pits and/or any wood-burning chimney-type structures are strictly prohibited.
5. Clothes, sheets, blankets, towels, laundry of any kind, or other articles shall not be hung out or exposed within common areas.
6. Nothing that scars, injures, or otherwise disturbs the common area, including trees, vines, or thorny plantings, is allowed. Also, nothing that increases the cost of

maintenance or is disturbing to other Unit Owners should be undertaken or carried out.

7. The common areas shall not be used for events such as yard sales or for any event that causes extra traffic or otherwise attracts non-residents to the area.
8. Dumpsters are located throughout the property for the disposal of household trash and recyclables. All trash must be placed in dumpsters (i.e., not adjacent to the dumpsters). No business trash or large items such as appliances, mattresses, furniture, etc., are permitted in or around the dumpsters. All boxes must be broken down before placing them in the recycling dumpster. Anyone violating this provision will be subject to fines as outlined on Page 7.

Attic Area Use

Use of attics within each unit's living area is strictly prohibited. Garage attics may be used for storage.

Storage Area Use

Storage areas are also defined as limited common areas with each unit being assigned one such area for the sole use of unit occupants. Storage of flammable or other flammable or dangerous or toxic substances that could represent a hazard and place the Association's insurance at risk is strictly prohibited.

Garage Use

1. Each garage is described as a limited common area and shall be used solely to garage a motor vehicle of some type and/or to store personal property.
2. The Association pays for the electricity used in the detached garages. Residents are not permitted to use equipment that uses significant amounts of electricity, such as refrigerators, freezers, woodworking equipment, EV Chargers, etc.
3. Storage of flammable liquids or other flammable or dangerous, or toxic substances is not permitted.
4. A garage is the only area in which a Unit Owner may house or store a Motorcycle, an unoperative or unregistered vehicle (see vehicle restrictions later in this document).
5. Garages may not be rented to persons who are not residents of Spinnaker Point.
6. Garages are not to be used for events such as Garage Sales.

Vehicle Use

1. The speed limit on all Condominium streets and driveways is 15 mph.
2. Owners shall be limited to two automobiles per Unit, including not more than one 1-ton pick-up truck. No signage is allowed on any vehicle. Visible equipment and/or supplies are not allowed for any vehicle.

3. The use of a motorcycle is allowed, but it must be garaged when not in use. The operation of a motorcycle on the Condominium streets is not allowed except for the express purpose of entering or leaving. In other words, no joyriding on the property.
4. Unregistered or inoperable vehicles are not permitted on the property *unless* parked in a Garage. Any unregistered or inoperable vehicles in parking lots, main roadways, individual parking spaces, or anywhere on the property are subject to towing at the owner's expense.
5. Commercial vehicles are not allowed except for those temporarily on the property for the purpose of servicing one of the units.

Parking

Pursuant to Spinnaker's condominium documents, each unit at Spinnaker has two assigned parking spaces. They are:

- One single-car garage and one outdoor space, or
- Two outdoor spaces, or
- Two garages, either two single-car garages or one two-car garage.

Parking Stickers:

All residents must have a Spinnaker Point Parking Sticker on their vehicle. They must be displayed on the front passenger side of the vehicle in the lower right-hand corner of the windshield when viewed from the inside. If residents purchase new vehicles or have a windshield replacement, a new sticker must be obtained from Management and displayed on the vehicle.

Owners and tenants must park in their assigned spaces and may not use visitor spaces or other residents' spaces.

Visitor Parking:

Visitor spaces must be left available for visitors and/or workmen, and are not for residents' use. Visitor spaces are also not permitted for extended use (> 1 week). Residents are to inform their guests and/or visitors to park in Visitor-designated spaces, an owner's assigned space, or the management building parking lot.

Main Road Parking:

All street parking between the Tennis Courts and the Management Building, is reserved for any Spinnaker Point residents.

The main road parking is subject to winter restrictions. Parking on the main road is prohibited during snowstorms, and violators will be subject to towing at the owner's expense.

Handicap Parking:

There are three (3) handicap Parking Spaces on the Main Road. Authorized vehicles, properly identified by either a handicapped license plate or hanging tag, are the only vehicles permitted to park in the designated handicapped space or in the nearest available space. Unauthorized vehicles will be subject to a FINE of \$250 and potential towing at the owner's expense. Additionally, fines are subject to escalation with each repeat occurrence.

Recreational Vehicle Parking:

Owners or residents with vehicles such as trailer-mounted boats, RVs, campers, trucks larger than one (1) ton, and other commercial vehicles must obtain prior approval for parking from the Board of Directors. Due to limited parking, all requests will be handled on a first-come first-serve basis.

Any and all violations of the above Vehicle & Parking Regulations will result in fines and/or towing at the owner's expense.

Shoveling Regulations

The Snow Shoveling Policy below duplicates and enforces the Association's By-Law description of required maintenance of stoops, steps, porches, decks, and patios, which states "day to day maintenance" and keeping areas clean and free of all ice and snow.

Please be reminded that the Shoveling Policy in place requires shoveling when there is ANY ACCUMULATION. Simply said, when it snows, residents are required to shovel.

The Shoveling Policy below will be enforced with NO EXCEPTIONS!

1. Whenever it snows, ALL SNOW MUST BE REMOVED, not just a pathway! The use of plastic shovels without a metal edge is preferred so as not to gouge the wood or composite decking.
2. All stoops, steps, porches, decks, and patios must be fully cleared of all snow.
3. Unit Owners will be given up until the end of the following day after the snow stops falling to meet this requirement. *Example:* if the snowfall ends anytime on Monday, the snow must be removed by midnight Tuesday. This provides a minimum of 24 hours and a maximum of 48 hours for owners to comply with this requirement.
4. Unit Owner's non-compliance with the above will result in the Association arranging for the snow removal and all removal costs will be charged to the unit owner's account including an additional \$25 administrative charge. Fees not paid in a timely manner will be subject to late fees and normal collection activities. Snow removal costs are subject to the contractor's current rate and are subject to change from year to year.

The above applies to all units whether the owners are in residence, temporarily out of town, or away for the season. It also applies to all owners renting their units. It is not the responsibility of the Association or Property Manager to arrange for keeping the unit's limited common areas in compliance with the above requirements. Each unit owner must make their own arrangements in the event they are not able or available to shovel.

Signs/Banners

1. No sign indicating commercial or professional use may be displayed outside a unit or in a unit window.
2. "For Sale" or "For Rent" signs are prohibited *except* for a limited time during a realtor's "Open House".
3. Nothing shall be hung or displayed outside of windows or placed on the outside of walls, and no sign, canopies, decorative banners, or flags celebrating or indicating a particular day, week, or season.

United States Flags

Pursuant to the Freedom to Display the American Flag Act of 2005, Federal Law, and the NH Condominium Act, RSA 356-B:47, the Association shall not prohibit the outdoor display of the United States flag. Condominium associations are permitted to adopt reasonable rules regarding the size of the flag, the manner in which the flag is displayed, and the location of the flag. The following guidelines have been promulgated with the intent to allow a resident to fly a flag in a manner that does not interfere with an abutter's quiet enjoyment of their respective unit:

1. The size of the flag shall not exceed 3' x 5'
2. The flag must be hung on a flag pole not to exceed 6 ft. in length.
3. The flag pole is to be attached to trim boards or porch posts, not on the clapboards of the building.
4. The flag pole is permitted to be attached to the front of "attached" garages only.
5. The flag must be placed within the common or limited common area confines of said unit.
6. The flag must not obstruct or interfere with the neighboring unit's view.
7. Residents must display the flag in a manner consistent with the U.S. Flag Code.

Window Décor

The Association's policy has been implemented as a means to encourage the use of neutral shades and colors and to discourage garish or ostentatious displays that bring unnecessary attention.

1. All windows and sliders must have draperies, blinds, or curtains of a neutral shade or lined in a neutral shade.
2. Sheets are not permitted.
3. No clothes, sheets, blankets, laundry, rugs, or any kind of other articles shall be hung out of the windows, sliding doors, or exposed over porch/deck railings or any other part of limited and/or common areas.

Holiday Décor

Holiday décor on the front stoops, porches, and decks are permitted subject to the discretion of the Board of Directors and provided there is no drilling of holes or screws used.

1. Front door decorations (including live wreaths) should be limited to no larger than twenty-four inches in diameter.
2. Holiday lights may be displayed using non-blinking miniature lights only. Electrical cords must be rated for outdoor use and may not cross walkways, sidewalks, or stairs.
3. No lights are permitted in common areas, shrubs along walkways, or on trees, only in front of the individual units and displayed so not to interfere with snow removal.
4. Exterior holiday decorations may be displayed from the day after Thanksgiving and must be removed by January 31.
5. Christmas trees and live wreaths are not permitted to be disposed of in the dumpsters, woodline areas or behind garages. Residents must dispose of their Christmas trees off-site.

Wood Storage

1. Delivery trucks are not permitted to drive over the lawns.
2. Wood is permitted to be stored on decks during the winter months and behind certain garages throughout the property where the garage backs up to the woods.
3. All wood, whether it is stored on a deck or behind a garage, must be placed on a metal rack. The rack must be a minimum of 18 inches away from the building and/or garage so as not to be in contact with the floorboards of the deck or walls of the building. This allows for sufficient airflow, deters insects and critters, and prevents rot and other damage to the buildings.

Gas Grill & BBQ Use

The State of New Hampshire has adopted statewide the provisions of NFPA 1, a set of fire-safety rules developed by the National Fire Protection Association. These rules classify all residences into one of three categories: single-family homes, duplexes, or apartments. For the purposes of NFPA 1, Spinnaker Point has four buildings that are duplexes; the rest are apartments.

Spinnaker Point's Board of Directors recognizes the importance of BBQs to the lifestyle of many residents at Spinnaker Point and does not wish to prohibit the use of BBQs, which are in compliance with the provisions of New Hampshire State law. However, residents must be in compliance. This means:

1. No LP gas or charcoal BBQs may be used on any wooden deck, except in the four duplexes (#29 & #31 Staysail Way and #82, #84, #86, #88, #90 & #92 Spinnaker Way).
2. No LP gas or charcoal BBQs may be used within ten feet of any building or any wooden deck attached to any building.
3. LP gas canisters may not be stored in any building at any time, including any garage.
4. Charcoal BBQs must be completely extinguished and any charcoal remaining in the BBQ must be cool to the touch before it may be stored in any building, including any garage.
5. Residents are welcome to use *electric* BBQs on decks as long as there is a manufacturer's statement that the unit is approved for outdoor use.
6. Fire pits and/or any type of wood-buring chimneys are also strictly prohibited.
7. If a resident's approach to compliance with the law is to permanently locate a BBQ 10' or more away from their building and/or wooden deck, the resident must first obtain written permission from the Spinnaker Point Architectural Review Committee (ARC) for the installation. The ARC will consider a number of factors before permitting the installation, including aesthetics, impact on the lawn and other maintenance. The resident will bear the cost of the installation and ongoing maintenance.
8. Any loss due to fire or smoke damage from a violation of this policy will be borne by the resident in violation.

Water Restrictions

Water & Sewer is one of the single largest expenses of the Association. The following conservation measures are enforced to keep our annual costs to a minimum:

1. Washing vehicles, boats, RVs, trailers, motorcycles, etc. is prohibited.
2. Lawn sprinklers are prohibited.
3. All plants must be hand-watered by watering can, hand-held hose, or drip hose with timer.
4. Leaks must be fixed. Leaks are a huge waste of water, whether it is a faucet, shower, toilet, or hose attached to the outside water spigot. Owners are responsible for repairing all leaks within their unit as well as hoses attached to the exterior water spigot.

In the event of flooding or water damage within a unit, Management must be notified of the damage PRIOR to calling a remediation company (like ServPro) so that the cost of cleanup can be reduced thereby limiting the cost of any potential insurance claim.

Installation of Water Detectors

The Association has repeatedly been subject to claims against the Master Insurance Policy due to leaks caused by the failure of the Unit Owners' hot water heaters. Extensive water damage to the interior of some units has resulted in thousands of dollars paid for restoration costs above the Master Insurance Policy's Deductible and has contributed to higher annual premiums. Since hot water heaters often start with a slow leak before they let go, the leak often goes unnoticed until the excessive water usage is recognized on the water and sewer bills. This results in additional expenses, which in some cases were doubled or more. Because water and sewer are paid by the Association as a common expense, it affects the annual budget and all owners' monthly fees. To reduce the possibility of these additional expenses and to avoid the increased premiums due to these types of claims, all unit owners are required to install a water leak detector device.

Water leak devices can be found in all local home improvement stores, and several options are available online. The devices range in cost from \$10 to \$500, depending on the extent of service they provide. The most common and inexpensive device simply sounds an alarm, much like a smoke detector. There are more sophisticated devices that can alert your smartphone or computer if a leak is detected, and there are devices that will automatically shut the water off if a leak is detected. While the Association is not mandating a specific type or brand, it is mandating that every unit owner install a water leak detector device.

Furthermore, in the event of a claim against the Association's Master Policy in connection with a loss due to a hot water heater, the Unit Owner may be liable for damages if there is no leak detection device installed.

Awnings

The installation of awnings is permitted on rear decks only. Due to the different configurations of each unit's deck, and because each color building has one approved awning color and one approved fabric choice, the approvals are given on a unit-by-unit basis. Owner's must comply with the following specifications:

1. The unit owner must hire a professional company for the purchase and installation. The owner is responsible for having the company submit a drawing detailing the location and dimensions of the awning.
2. There is only one approved fabric, Sunbrella, and one approved solid color for each building, no stripes permitted. Contact Management for color and sample.
3. The edge of the awning must be a straight edge; no scalloped edges permitted.
4. The frame is required to be a cream and/or almond color to match the trim of all buildings.
5. Where architecturally feasible, the awning should have a cover in the same color as the frame to protect it when not in use.
6. The awnings are permitted to be electric or manual.
7. Awnings must be retracted when not in use or in inclement weather to prevent damage to the building.
8. Owners and non-resident owners alike are responsible for all costs of purchasing, installing, and maintaining the awning.

9. Any damage to the exterior of the building, doors, and/or windows due to the awning will be the responsibility of the owner.

Storm / Screen Door Regulations

Storm/Screen doors are permitted to be installed on the front and rear of each unit where this is a standard doorway. Two (2) style doors are permitted as follows:

1. Full View Door

- a. Solid panel safety glass only. Glass is not permitted to be beveled, etched, or to have grids.
- b. Screen may have a narrow $\frac{3}{4}$ " center bar.
- c. Top & bottom door closers (to prevent damage to the wooden door frame)
- d. $\frac{1}{2}$ " solid core door frame.
- e. Almond or Ivory colored aluminum frame with bronze hardware.

2. Split Self-Contained Storm/Screen Door

- a. Safety glass only. Glass is not permitted to be beveled, etched, or to have grids.
- b. Door frame to have a narrow ($\frac{3}{4}$ " transition bar in the center to provide for the self-contained $\frac{1}{2}$ screen roll up, $\frac{1}{2}$ glass.
- c. Top & bottom door closers (to prevent damage to the wooden door frame)
- d. $\frac{1}{2}$ " solid core door frame.
- e. Almond or Ivory colored aluminum frame with bronze hardware.

- Owners are responsible for all costs of purchasing, installing, maintaining, and replacement.
- All existing white storm doors shall be grandfathered until such time as they are replaced, at which time they must adhere to the above approved style requirements.
- In the event of permanent removal, the owner shall be responsible for removing and disposing of the door and returning the existing door trim back to original condition, i.e. fill all screw holes, patching, and painting as necessary.
- Disposal of doors may not be made in Spinnaker's trash dumpsters. Owners must make arrangements for disposal off-site. Owners may consider the City of Portsmouth's DPW waste disposal drop-off site; see Portsmouth City website for information.
- Failure to adhere to any of the above requirements may result in the removal of the door.
- Owners are responsible for all costs of damages and repair to the building as a result of the storm door.
- Owners will be responsible for the removal and proper replacement of a door that does not meet the above criteria.

Pets

The Spinnaker Point Condominium is a pet-friendly community and respects the desires of some residents to enjoy the benefits of owning pets. Underlying this respect is the premise that pets should not be allowed by their owner(s) to infringe upon the rights of others to a clean and peaceful environment. It is the responsibility of every pet owner to ensure that his/her pet does not become a nuisance to other community homeowners or residents. The Association requires each pet owner to comply with the following terms and conditions and file a Pet Registration Form at the Management Office:

1. All pets must be registered with the Management Office within one week of taking up residence in the community.
2. A Spinnaker Point Pet Registration Form must be obtained, completed, and turned into the Management Office.
3. The pet owners(s) must certify that his/her pet(s) hold current licenses and vaccinations as required by the State of New Hampshire and City of Portsmouth. Maintaining the ongoing annual license renewals and updated vaccinations is the sole responsibility of the pet owner.
4. Pet owners are required to comply with State, County, and Local ordinances. These ordinances prohibit keeping vicious, wild, or exotic animals as pets. They also require that pets be leashed at all times when outside, prohibit pets from running loose on common property, and prohibit pets from trespassing, damaging another's property or creating a nuisance.
5. As a general rule, all pets will be controlled by their owner to preclude interference with the enjoyment of others within their units and common areas. All pets will also be maintained in a clean and odor-free manner.
6. No unit may house more than two animals at a time. The only exception is that other household pets, such as birds or fish, are permitted.
7. No attack dogs, or dogs of a vicious nature or temperament, are permitted, including but not limited to:
8. Bull Mastiff
9. Pit Bulls
10. American Pit Terriers
11. Staffordshire Terriers
12. All other bull terriers
13. No reptiles, insects, livestock, fowl, or poultry of any kind may be raised, bred, or kept in any unit or in the common area or the limited common areas.
14. When outside the unit, all dogs shall be restrained by leash or other comparable means and shall be accompanied by a responsible person.
15. Pet owners are not permitted to leave his/her dog tied up on the common areas, including decks/porches, for any extended period of time without the pet owner present.
16. Pets shall not be housed either in the common area or in the limited common areas.
17. Pets shall not be walked between buildings or near individual gardens.
18. Each pet owner shall be responsible for removing and disposing of their pet's waste from the premises immediately.

19. Any Unit Owner or resident who may be watching or babysitting a dog for a short period of time is also required to comply with the foregoing.
20. In the case of a pet's death and/or results in the pet no longer residing with the owner, the owner must notify the Management Office, and if he/she chooses to house another pet, he/she must file a new Pet Registration Form within one week of the new pet taking up residence.
21. Pet owners are solely responsible and will compensate any person who is hurt or bitten by their pet.
22. Pet owners assume full responsibility for any property damage, injury, or disturbance their pet may cause.
23. Any owner or resident who keeps or maintains any pet upon any portion of the Spinnaker Point Condominium property shall be deemed to have indemnified and agreed to hold the Association and each Unit Owner free and harmless from any and all loss, claim or liability or any kind or character whatever arising by reason of keeping or maintaining such pet within the Spinnaker Point Condominium complex.
24. The Board of Directors reserves the right to deem any pet a nuisance if it causes or creates unreasonable disturbance or distracts from any unit resident's enjoyment of his/her unit or common areas.
25. Owners reporting a complaint or violation must notify the Management Office in a written and signed letter or e-mail. Owners are also encouraged to notify the Portsmouth Animal Control Officer directly by calling (603) 610-7441 to report a serious or improper behavior/disturbance and have them investigate the complaint and take appropriate action to enforce city and state ordinances.
26. The Board can order the permanent removal of a pet by serving the Unit Owner with a 21-day advance notice in writing. Failure to comply with the removal notice shall make the Unit Owner subject to a fine as allowed under the Condominium's Bylaws and by the New Hampshire Condominium Act, RSA 356-B, as amended.

Gardening

Locations

1. Flowers, small low shrubs, or perennials, only, are permitted to be planted within two feet of the outside boundary of a unit, with a few exceptions.
 - a. Wider plantings are permitted where there is a planting bed between adjacent Unit entry walks.
 - b. Wider plantings are also permitted between a shared entry walk into two units *and* a Unit's garage.
2. No plantings of any kind by residents are permitted in other common areas unless authorized in writing by the Board of Directors.
3. No plantings are permitted around light posts as they interfere with staining the post and accelerate the rotting of the wood.
4. No plants may be installed or allowed to grow up against any portion of the building, decks, privacy walls, or light posts, as they trap moisture and degrade painting and the building's exterior wood.

Plants, Mulch & Stone

1. Flowers, small low shrubs, or perennials, only, are permitted to be planted.
2. No trees, climbing vines, or plantings that grow tall or wide are permitted.
3. No plants with thorns, i.e., rose bushes, etc., are permitted.
4. Mulch must be dark brown and kept a minimum of 12” away from the building.
5. Stones, whether used for edging around planting beds or other decorative purposes, are to be natural in color, i.e., no white, red, or unnatural colors are permitted.

Watering & Maintenance

1. Owners installing plants are entirely responsible for their maintenance.
2. All plants must be hand-watered by watering can, hand-held hose, or drip hose with timer.
3. No sprinklers or unattended hoses are allowed, as water and sewer costs are quite high and borne by the Association as a whole.
4. Plants must be properly pruned and maintained to prevent an unsightly appearance. Plantings must not be allowed to grow tall or so dense as to block airflow around the building.
5. Failure to properly maintain plantings, as determined by the Association’s Board of Directors, Management, or Garden Committee, will result in a violation notice from Management and be subject to removal at the Unit Owner’s expense.

Implementation & Owner Changeover

1. Owners are ultimately responsible for their private gardening, and non-resident owners are responsible for their tenants’ gardening.
2. Owners are required to purchase a “Marker” from the Association to identify their personal garden and alert the Association’s landscapers not to weed or maintain the entire garden area.
3. Owners must remove their plantings prior to permanently vacating Spinnaker Point, unless the new Unit Owner or tenant agrees in writing to transfer the responsibility of maintaining the plantings installed. Acknowledgement of Transfer to be filed with Management.

Rain Barrels

1. Owners must submit a written request to the Board and/or Management for approval to install a rain barrel. Non-resident owners are required to submit a written request on behalf of their tenants and are solely responsible for their tenants’ compliance.
2. The ARC (Architectural Review Committee) reviews all rain barrel requests and submits their written recommendations to the Board, contingent upon the stipulations below. The Board issues the written approval or denial letter to the owner. In the event the request was denied, the determining factors for such denial will be included.
3. The ARC approves the placement of the rain barrels, which will vary from unit to unit due to the lay of the land, and the rain barrel will be required to be placed on an approved concrete paver pad. Rain barrels will not be permitted to be placed in a manner that

adversely impacts neighboring units, common area, limited common area, or the buildings in any way.

4. Only one style, color, and size of rain barrel is approved and permitted to be installed: a 65-gallon "Urn" style rain barrel, terracotta in color.
5. Rain barrels must be maintained in a clean, attractive condition, and shall not be allowed to become a haven for mosquitoes or other pests, nor shall they be allowed to be a source of unpleasant odors. Owners are required to use mosquito dunks and screens to treat water monthly.
6. Rain barrels are allowed during the spring and summer months only, specifically the months of April, May, June, July, August, and September. Owners are responsible for the removal of the rain barrels and for returning the downspout to its original condition for the winter months.
7. Rain barrels must be stored in the owner's private storage area and are not permitted to be stored in the common areas.
8. Owners and non-resident owners alike are ultimately responsible for all costs of purchasing, installing, maintaining, removing, and storing the rain barrels.
9. Failure to adhere to any of the above stipulations, neglect, or non-compliance may result in the removal of the rain barrel. Owners will be responsible for any and all costs to repair damages to the building and/or common areas due to neglect or non-compliance. Additionally, any and all costs incurred by the Association as a result of the removal of a rain barrel will be the responsibility of the owner and charged to their account.

Tennis & Pickleball Courts

The following regulations have been adopted to ensure the use and enjoyment of the courts by all Spinnaker Point residents in good standing and their guest(s).

1. The courts are for residents and guests only. Residents must accompany their guests at all times. A reasonable number of guests will consist of no more than four (4). Any more than four (4) will require approval of Management or the Board of Directors.
2. Appropriate dress is required. Sneakers with non-marking soles. Shirts must be worn at all times.
3. Observe good court etiquette – no shouting or loud noises, spitting, profanity, etc.
4. Residents and guests may use one court at a time. If no other resident is waiting to play, you may use the second court until another resident desires to use it.
5. Play is limited to one hour if others are waiting.
6. Courts cannot be reserved. Use is on a first-come first-serve basis.
7. No pets allowed on the courts at any time.
8. The courts are to be used for tennis and pickle-ball only. No other type of activity is permitted on the courts.
9. An adult unit owner must accompany children under the age of 16.
10. The courts close for the season the weekend before Thanksgiving, or, at the time of first snowstorm.

11. All players play at their own risk. Spinnaker Point is not liable for any personal injury sustained by play.
12. As a rule of thumb, the courts are open April 1 and close by the 3rd week in November. Inclement weather can always affect start and close times.
13. The courts are open daily from dawn to dusk.
14. Key replacements will cost \$100 each. Each unit is allowed one key.
15. Any resident or guest(s) that abuse the Rules & Regulations or are past due in condominium fees can and will be banned from usage, and their key will be surrendered to Management.

Pool

Hours of operation are daily from 8:00 am to sunset. The following rules apply to all areas within the pool fence:

1. There are no lifeguards on duty. Everyone using the pool does so at his or her own risk. It is strongly recommended that no one swim alone.
2. All guests must be accompanied by an owner/resident of Spinnaker Point at all times.
3. A reasonable number of guests are allowed in the pool area. A reasonable number of guest will consist of no more than four (4). Any more than four (4) will require approval of Management or the Board of Directors.
4. No resident under 18 years of age shall have guests without the adult resident of the unit present at all times.
5. An adult resident must accompany non-swimmers and children under 16 yrs of age. Children must be toilet-trained to use the pool; diapers are not allowed in the pool. Parents are fully responsible for their children's actions and fully accountable for damages.
6. NO BBQ's, grills, or open fires allowed.
7. NO smoking.
8. Showers must be taken before entering the pool. Please shower off suntan oils and perspiration before entering the pool.
9. Personal poolside furniture may be brought to the pool, but it may not be left or stored at the pool.
10. Life preservers and water safety floatation devices are permitted but may not be left or stored at the pool.
11. NO diving or somersaulting is permitted.
12. NO water toys such as floats, inner tubes, balls, etc., are permitted.
13. NO alcoholic beverages are allowed.

14. NO GLASS.
15. NO running, horseplay, profanity, or boisterous conduct allowed.
16. Portable entertainment equipment must be used with headphones. Speakerphone usage is not allowed.
17. Pets are not allowed.
18. For the protection of all concerned, no individual with an infectious or communicable disease, open cuts or sores, nasal or ear discharges is permitted in the pool.
19. Residents must clean up the space they have occupied before leaving the pool area and remove all personal belongings, towels, suntan locations, trash, etc. Carry in - Carry out.
20. Key replacements will cost \$100 each. Each unit is allowed one key.
21. Any resident or guest(s) that abuses the Rules & Regulations or are past due in condominium fees, special assessments, and/or fines can and will be banned from usage and their key will be surrendered to Management.

Acknowledgement

I (we) have read the Spinnaker Point Rules & Regulations and do hereby understand and agree to abide by the aforementioned Rules and Regulations of the Spinnaker Point Condominium Association.

Owner's Signature

Address

Date

Owner's Signature

Address

Date

Renter's Signature

Address

Date

Renter's Signature

Address

Date