

EMBASSY SOUTH CONDOMINIUM ASSOCIATION
467 High St.
Hampton, NH 03842

RULES AND REGULATIONS

Embassy South Condominium Association is a community of residential living where everyone's cooperation and adherence to the Rules and Regulations is essential to the management of our property. The objective is to maintain the property values of each Owner's investment, as well as to provide for a comfortable, peaceful, and attractive environment.

The Rules and Regulations are applicable and binding upon all Owners, occupants, lessees, invitees, and guests. If a unit is leased, the unit owner shall bear the full responsibility for ensuring compliance by the tenant, as well as for any damage to the common area caused by the tenant.

Only unit owners of record have voting rights and are considered association members. The affairs of the association shall be conducted by a Board of five (5) Directors (BOD), who shall be designated in the manner provided by the By-Laws. The Directors are empowered to revise the Rules and Regulations of the condominium association.

The Board of Directors has voted to adopt and enforce the following Rules and Regulations:

COMMON AREAS

Embassy South Condominium Association defines its common area as any area outside of the owners' units. This common area includes decks, parking lot, shed, hallways, laundry & utility room, building entrances, roof, and attic.

The unit owner causing any damage to the property shall be responsible for the cost to repair or replace the damage.

1. Nothing shall obstruct or be left unattended, placed, or stored in the common area. No laundry, towels, carpets, clothes, rugs, antennas, sheets, hammocks, or other articles shall be hung from or placed on any part of the building. Decks should be clear of all items except seasonal furniture, plants, and flowers.
2. Structural changes made to any unit, common area, or limited common area must be presented in writing to the Board of Directors. Failure to receive written permission from the Board of Directors will result in a thirty (30) day notice to return the property to its original state. If the work is not done, the BOD will restore the property and bill the unit owner for the costs. Painting or altering the exterior of a unit or deck is not permitted.
3. If any owners or tenants have a delivery made or are moving in/out of Embassy South, the Board of Directors is to be notified. The Board will inspect Embassy South's property before and after the move. The Board will hold the delivery service, mover, or owner responsible for any damages such as scuffmarks and gouges on the walls.
4. Nothing shall be done or kept in any unit to increase the association's insurance, and no waste will be permitted in the common area or the shed. The laundry room shall be kept clean by all that use the facility.
5. No combustible material shall be stored interior or exterior of the property.
6. Nothing shall be altered, constructed, or removed from the common area except upon a majority vote of the Board of Directors.
7. Changes to the common property including the planting of shrubs, flowers, or vegetables require the approval of the Board of Directors. Artwork to be hung in the hallways as well as the hanging method also requires approval of the Board of Directors.
8. The washing of vehicles and other personal items is permitted as a convenience for residents only. This privilege is not to be conveyed to visitors or guests.
9. No grills of any kind are permitted on decks.
10. No sign of any kind can be placed in the common area or displayed to public view from any unit. The exception is an open-house "For Sale" sign by realtors or unit owners. Signs are to be displayed on the day of the open house. General "For Sale" signs are not allowed.

USE OF PREMISES

General Use

1. An Owner shall not occupy or use his unit or permit the same or any part thereof to be occupied or used for any purpose other than a private residence for the owner, the owner's family, or the owner's lessees or guests. Occupancy of each unit shall be limited to:
 - a. One Bedroom – two (2) persons

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- b. Two Bedrooms – four (4) persons
2. Any unit which is vacant for a period in excess of two weeks must have the incoming water supply to the hot water tank shut off. In winter months the thermostats must be set at 50°. Owners will be held liable for any building damage. ✓

Sale of Unit

1. Notice must be given to the Board of Directors upon the signing of a Purchase and Sales Agreement twenty (20) days prior to the closing. The policy for prospective owners (available from the BOD) is to be completed and returned. The unit owner must provide the name(s), mailing address, and telephone number of the purchaser. All outstanding condominium fees, dues, transfer fees, and fines must be paid in full before or at the closing of any sale. The Board of Directors shall issue an assessment certificate for the sale of each unit stating the status of the condominium fees, dues, transfer fees, and fines.
2. All locks shall be compatible with the association's master key lock system. Do not change unless approved by the Board of Directors. The President of the BOD shall have a key to each unit in the event of an emergency. ✓
3. No noxious or offensive activities shall be carried on in any unit or in the common area that are considered an annoyance or nuisance to other unit owners.

Rental

1. No unit owner shall be allowed to lease or rent a unit for a period of less than six (6) consecutive months for any tenancy. The Board of Directors must be provided copies of rental forms, agreements of leases, and all other rental information such as names, telephone numbers, and vehicle registration numbers of the tenants.
2. Owners that rent their units will provide a copy and explain the Rules and Regulations to their prospective tenants and verify that they understand and will comply with same upon occupancy. Correspondence to this effect is to be signed by both the tenant and the unit owner and submitted to the Secretary of the Association.
3. No individual rooms can be leased or sublet.

ROADS, PARKING, & MOTOR VEHICLES

Speed Limit

The speed limit within the community is ten (10) miles per hour. The riding of bikes, scooters, skateboards, skates, the playing of ball, jump rope, or leaving articles in the association's road and driveway is prohibited. There will be no riding of snowmobiles or other recreational vehicles in the common areas. The riding of bikes entering or exiting the association's road and driveway to or from a resident's unit is permitted.

General Parking

1. Two common property parking spaces are assigned to each unit owner and/or lessee. No one outside of the owner or the lessee shall use an assigned space without permission of the owner or lessee. —
2. Visitors are asked to park in the assigned numbered space of the resident they are visiting.
3. If a numbered space is not available, they may parallel park along the lawn out back.
4. There is no parking along the East and West Sides of the building or in front of the main entrances. The exception is for utility company, delivery, and contractor vehicles for short periods.
5. Take care not to double-park. Ensure your vehicle is between the lines of your numbered spot.

Winter Parking

1. In the event of a snowstorm, all residents and guests are to move their vehicles to their numbered or to the designated area on the West side lawn if you do not have a numbered space out back.
2. Unit owners who have a parking space out back are entitled to park in their numbered space. Please be respectful of this.
3. Owners on winter vacation are asked to park on the lawn.
4. The plow will clear the side parking areas first. Once the side parking areas are cleared, residents are asked to move their cars back to the side so that the plow can clear the back parking area.
5. Please be patient and cooperative.

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Ensure that your vehicle, the vehicles of your guests, and vehicles of contractors doing work on your unit do not block other residents' vehicles or parking spaces. The BOD reserves the right to tow any vehicles in violation of the parking rules at the Owner's expense.

Vehicles

No unregistered vehicles, no recreation vehicles, (i.e., boats, trailers, trucks) or commercial vehicles shall be parked or stored in the common areas; any such vehicles shall be towed by the Board of Directors at the owner's expense. No vehicle larger than a standard sized pickup truck or standard sized van, or commercial vehicles which bear signs or apparatus, or campers, RV's, house trailers, snowmobiles, boats, watercraft, or any vehicle with a wheel base exceeding 138 inches, shall be parked on the property for over 24 hours without written permission from the BOD. Nor shall any owner, tenants, or guests make any repairs to vehicles.

LAUNDRY ROOM

1. Laundry hours are from 6:30 AM to 10:00 PM daily.
2. Residents use only, absolutely no exceptions.
3. The laundry facility is not to be used for any business endeavor.
4. Laundry equipment is not "heavy duty" - not meant for commercial applications. Distribute load evenly and do not overload machines.
5. Pockets should be emptied prior to washing.
6. Clothing is to be removed promptly after completion of machine cycles (Washers – 26 minutes; Dryers – 60 minutes).
7. Washer lines must be shut off at end of wash cycle.
8. Dryer lint screens are to be cleaned after each use.
9. Use no more than 2 washers and/or 2 dryers per person as a courtesy to other residents.
10. Please thoroughly clean up the area before you leave. Sponges are available for clean-up.
11. **important** – Use only liquid detergents as a preventative measure to prevent drain pipe clogs.
12. Report any machine malfunction or emergency to a Board Member.
13. No washer or dryer is allowed in individual Units.

NOISE AND DISTURBANCES

No owner shall permit or allow unreasonable noise to be generated by any person or thing in or around their unit. Unreasonably loud radios, stereos, TV's, parties, musical instruments, etc. are prohibited. Unreasonable shall mean any noise or disturbance, which can be heard by people in another unit above normal conversation. You are urged to have consideration for your neighbors.

PETS

Owners and tenants are *not* permitted to have animals, livestock, or poultry of any kind including cats, dogs, or other household pets reside with them in any unit or tied loose on the grounds.

Visitors of owners and tenants are *not* permitted to bring their animals, livestock, or poultry of any kind including cats, dogs, or other household pets onto Embassy South Condominium Association's property. This does not apply to the use of Seeing Eye dogs.

TRASH

No trash, waste, or garbage of any kind shall be stored or placed upon a common area. All trash and garbage is to be bagged and placed in the dumpster. Recycling bins are provided for bottles and paper. Cardboard boxes are to be broken down before being placed in the dumpster or recycled. Large items that cannot be placed in the dumpster must be taken to the Hampton Transfer Station.

BUSINESS

No office or business activity, industry, or trade of any kind that involves increased traffic to the common area is permitted. This does not effect e-commerce or telecommuting from a resident's home office.

CONDOMINIUM DUES

All condominium dues are payable quarterly by notice. The condominium dues are payable on the first (1st) of the first (1st) month of a new quarter.

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FINES

The Board of Directors has the authority to assess and levy fines for any violations of any of the Rules and Regulations of the condominium or any provision of the declaration of By-Laws. They can also enforce these fines by placing a lien on a condominium unit or by taking other appropriate court action. The fines established by the Board of Directors are as follows:

1. **Condominium Dues:** In the event that any condominium dues are not paid by the first (1st) of the first (1st) month of a new quarter, a fine of twenty-five dollars (\$25) shall be assessed against the Unit fifteen (15) days after notice and every thirty (30) days thereafter. Delinquencies for more than three (3) months will result in the placement of a lien on your property. All fees, legal services, and expenses for collecting your condominium dues as well as for placing any liens on your unit shall be charged to the unit owner. It is clearly in the association and owner's interest to pay their condominium dues on time.
2. **Real-Estate Settlement Fee:** A \$300 document transfer fee for new owners to cover the following:
 - a) Prospective Buyer/Tenant Form (to be signed and notarized)
 - b) One attic key
 - c) One shed key
 - d) Copy of Condo Declaration
 - e) Copy of Condo By-laws
 - f) Copy of Condo Rules and Regulations
 - g) Copy of Association Member Directory
 - h) Copy of Association Vendor Services Directory
 - i) Copy of Association Maintenance Schedule
 - j) Orientation Meeting with Board of Directors
3. **Lease Contribution Fee:** A new lease fee of \$50 will be paid by the lessor or lessee to cover administrative costs and as a contribution to the Association's maintenance fund.
4. **Security Breach:** Special assessment of cost (to replace security lock and 48 keys) plus \$50 assessment to specific unit if front door locks are changed because of a security breach determined by a unanimous vote of the board.
5. **Front Door Security Replacement Key:** A \$25 fee to provide any owner a security door replacement key.
6. **Subscription Fee for Off-Site Owners:** Effective January, 2007, Off-Site Owners have an option to pay an annual twenty-five (\$25) fee to have the monthly minutes and other board correspondence mailed. Owners may pick up the minutes and board correspondence by arranging to meet the Secretary of the Board at Embassy South Condominium Association or opting to have them emailed to their personal email address at no fee.
7. **Parking Space Transfer Fee:** Parking spaces are considered Embassy South Condominium Association common property. Two spaces are assigned to each unit by the Board. On the sale of a unit, one parking space being transferred could be re-assigned based on a handicap or the seniority of a resident. Each unit would always have one primary space. There will be a charge of \$25 for a parking space transfer.

In the case of any infraction or violation of these Rules and Regulations of the declaration of condominium, the unit owner responsible:

- a) Will receive one (1) written warning
- b) If the infraction continues after a written warning has been issued, the Board of Directors will send a certified letter
- c) If the infraction continues after the Board has sent a certified letter, the Board of Directors will impose a fine for each infraction. Issuance of a fine will require a majority vote of the Board of Directors.
- d) A lien may be placed against a unit for non-payment of fines. This will require a majority vote of the Board of Directors.