

ISLAND SHORES ESTATES CONDOMINIUM ASSOCIATION



RULES AND REGULATIONS

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DEFINITIONS

Common Area

All parts of the property other than units or those areas designated as limited common areas by the governing instruments or plan of the condominium.

Limited Common Area

A portion of the common area reserved for the exclusive use of a specific unit or the residents of a specific unit, but not all of the units (i.e., such as decks, patios, porches, stoops, yards, assigned parking spaces, etc. as specifically designated by the governing instruments or the plan of the condominium).

RULES and REGULATIONS

A. BASIC RULES and REGULATIONS

1. All persons who are on the condominium property shall, at all times, comply with these Rules and Regulations. Owners and residents shall be responsible to see that the Rules and Regulations are faithfully observed and followed by their families, guests, tenants, lessees, and other persons over whom they exercise control and supervision. *Owners and assignees shall be legally responsible for the actions of their lessees.*
2. All leases must be sent to the Board of Directors for approval prior to execution of the lease with a tenant and must include certain specific statements per Amendment #3 of the By-laws appearing at book 1688, page 0479 of the Merrimack County Registry of Deeds). Please refer section of these Rules entitled "LEASES" for acceptable wording.
3. Each unit owner/resident shall keep his unit and its equipment in good state of preservation and cleanliness, in good order and condition, and shall not sweep or throw, or permit to be swept or thrown, any dirt or other substance from the doors and/or windows.
4. The sidewalks, walkways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any trash, carriages, swing sets, swimming pools, volleyball nets, bicycles, wagons, shopping carts, chairs, benches, motor vehicles or other objects of similar types be left in or on the sidewalks, walkways or entrances. All window treatments including but not limited to drapes, curtains, window shades or other coverings, which face the exterior of the unit shall appear clean and in good repair.
5. With the exception of certain items (i.e., air conditioners, planters, *see INDEX for rules pertaining to such items*), no item of any kind may be hung from, attached to or projected from the exterior of any building or unit in the complex without written approval from the Board of Directors. Approval may be granted or refused at the sole discretion of the Board of Directors or their Agent.
6. No work vehicle or commercial vehicle larger than a pickup truck shall be stored in, or allowed to park on or be kept upon, the condominium property by owners, tenants, etc. *See MOTOR VEHICLE RULES for other vehicles rules and regulations.*
7. The speed limit along Franconia Road shall not exceed 15 miles per hour. The speed limit along other Circles and Drives shall not exceed 10 miles per hour.
8. Nothing shall be done or kept on the condominium property that will increase the rate of the Association's insurance.

9. No unit shall be used or maintained in a manner, which shall interfere with the comfort or convenience of occupants of other units or with the provisions of the By-laws or Declaration.
10. Unit owners and residents shall not cause or permit any loud, unusual, unnecessary or unreasonable noise or odors to be produced or emanate from their unit(s).
11. No business shall be operated on the premises without prior written permission from the Board of Directors.
12. Solicitation is not permitted on the premises unless authorized by the Property Manager.
13. Owners and/or residents who have complaints regarding the operation of Island Shores Estates or about violations of the Rules and Regulations may register them with the Property Manager following the procedure detailed under “**Complaints.**” If made aware of violations, the Property Manager can enforce the Rules and Regulations.
14. The unit owners are responsible for the winterizing of their units. Please refer to WINTERIZING (see INDEX) for rules and regulations.
15. No waste or damage will be permitted in or to the common or limited common area.

It is the responsibility of the unit owner to provide their renters, tenants, or lessee a copy of the Island Shores Estates Rules and Regulations, Declaration and By-Laws, as an incorporated part of the lease. Owners are responsible for the supervision and enforcement of these Rules and Regulations & By-Laws with respect to their tenants if for any violations will be assessed against the owner. *If further copies of the Rules and Regulations are requested, these will be issued free of charge.*

16. It is the responsibility of the unit owner/resident to have an extra key to the unit in a safe place or with a friend to prevent being locked out of the unit. The Association suggests that an emergency set of keys be provided to the Maintenance Department for storage in the lock box. ***If you get locked out of your unit and you have provided a key to the Association, you may contact the Property Manager to open your unit during normal business hours. If you get locked out of your unit outside of regular business hours and you request staff to be called in; a \$50 charge will be assessed to your account.***
17. If you request permission to charge your camper or any other item into the main power at the office or garage, your account will be charged \$5.00 daily for this service.
18. No unit shall hang anything to the exterior of the building that penetrates the siding, windows or frames.

B. SPECIFIC RULES and REGULATIONS (Alphabetically)

AIR CONDITIONERS

1. Window air conditioners may be installed if they are small enough to not require external bracing. No fasteners may penetrate any window casing or building unless approved in writing by the Board of Directors. If an air conditioner is not draining properly, (i.e., staining walls), it must be removed and the owner of the unit will be charged for repairs. Wall unit air conditioners are prohibited. All air conditioners must be removed from the windows from November 1st through April 1st.

ASSOCIATION DUES

1. Assessments for common expenses are to be paid in one assessed sum on the first of each year. However, the Board of Directors may allow assessments to be paid monthly in accordance with the Bylaws. The Board of Directors may revoke this privilege at any time in accordance with the provisions of the governing instruments and applicable law, or such policies as from time to time may be adopted by the Board of Directors.
2. If paying by check or money order, please make it payable to Island Shores Estates Condominium Association or to ISECA. You may mail the assessment to 51 Franconia Road, Penacook NH 03303, drop off your assessment in the office during regular business hours, or drop in the office night slot at the Community Building.
3. All assessment payments must be received in the office by the close of business on the 10th of each month. Any monthly assessments received after the close of business on the 10th of the month shall receive a \$25 late fee. A \$25 late fee is assessed each month on all accounts carrying a balance. Only The Board of Directors can waive late fees. All payments shall be applied to any past due balances of fines, assessments and fees first.
4. Any account carrying a balance of sixty (60) days or greater shall have the remaining assessments for the year accelerated to become due immediately. A lien shall be placed on the deed, all privileges shall be revoked, including the privilege to park on any common ground, all vehicles may be towed off the property and a small claims case will be filed if no attempt is made to justify the account within thirty (30) days with the Board of Directors.

CHILDREN/PLAY AREAS

1. Parents/guardians are responsible for the actions of their children and/or annoyances and damages they cause in the community. Absentee landlords are also responsible for their tenants and tenants' child or children's behavior and the fines resulting from rules violation of it.
2. Unsupervised children are still the responsibility of parents and/or guardians at all times.
3. All outdoor play equipment and toys shall be properly stored at the end of each day. Failure to comply with this rule will result in the items being picked up, tagged, stored, and a fine to be paid before the return of such item(s), (to include anything and everything found to be in violation on either common or limited common areas). ***The recovery fee of \$10.00 per item may be increased at the discretion of the Board of Directors for continual violation of the rules. After 45 days, Island Shores Estates reserves the right to dispose of all items recovered.***
4. Children are strongly advised to only play in safe areas. Safe areas are not the parking areas.
5. No bicycles or motorized vehicles are allowed on landscaped areas.
6. Children are not permitted to play on or around utility boxes, trees, shrubs, or dumpster areas. Personally landscaped areas by homeowners should be respectfully avoided also. All damage caused by children playing in these areas will be assessed to the respective unit where the child or children reside(s).
7. In order to keep the playground area clean of pet waste & disease, it is a pet-free zone.

8. There is no smoking allowed in the playground areas.

COMMUNITY BUILDING RENTALS

Any owner or resident in good standing with the Association may rent the Island Shores Estates Community Association community building. At the discretion of the Property Manager, the Community Building may be rented to a non-association member. Island Shores Estates reserves the right to screen the type of rentals allowed. A rental fee and deposit are required. The deposit will be returned if there is no damage and/or need for excessive cleaning.

Island Shores Estates Owner/Resident:

\$ 40.00 Rental Fee 1 day
\$ 25.00 Rental Fee (Under 3 Hour Use)
\$ 50.00 Damage Deposit

Non-Association Member:

\$150.00 Rental Fee
\$150.00 Damage Deposit

Special rates are available for community-oriented events.

Rental Rules

1. The building must be vacated by 11:00 p.m., unless prior approval for a later time has been obtained. After 9:00 p.m. noise levels must be decreased to not disturb Island Shores Estates residents who live in the area of the Community Building. Noise levels must not be unreasonable and/or disruptive to any residents of the community.
2. The building must be left in the condition in which it was found, cleaned by those renting it on the day of the rental. Kitchen, bathrooms, floors, and carpets should be cleaned and vacuumed. All trash must be placed in plastic bags and properly disposed of in one of the dumpsters. All personal items and food must be removed, including from the refrigerator and freezer. The outside (common areas) must be left clean and free of any personal items.
3. There is no smoking permitted in the Community Building. Lessees and guests must use the receptacle for cigarettes located outside of the front door for disposing of smoking materials.
4. Parking for community building rentals is allowed along the main road (Franconia Road) on the south side (Community Building side), or in the Community Building parking lot.
5. The use of the Community Building is limited to no more than 65 individuals.
6. All decorations must be attached in a way that does not damage any surface. All decorations must be removed during cleanup, including tape, ribbons, streamers, etc.
7. All windows and doors must be locked before vacating, the lights turned off, and keys left in the night drop.
8. Any damages or cleaning fees that cost more than the deposit will be charged to the renter.
9. Failure to abide by these rules will result in the assessment of additional fines in accordance with the Association's fine structure. The Board of Directors reserves the right to deny any future rentals of the Community Building.

COMPLAINTS of RULES and REGULATIONS VIOLATIONS

1. It is the community responsibility of all owners and residents to inform the office of all violations they encounter. This is protecting the health and safety of all residents not to mention the investment of all concerned. When filing a complaint, be sure to include the date and time of the offense, the nature of the offense, and the name and address of the offender, (or license plate number if applicable). *Complainant's names will be kept confidential, unless legal action is required.*

DECK and STORAGE RULES ON LIMITED COMMON AREAS

NOTE: *Decks are defined in the legal documents as limited common areas.*

1. The personal property of all owners and residents, except for deck furniture, shall be stored within their units or designated storage areas. Nothing may be stored in the common areas. Grills may be stored on the decks or in the 8' x 10' area adjacent to the decks under living room windows of the Townhouse units, next to the decks or porches of Capes, or in the garages of Garage Under units. The City of Concord fire codes prohibit the usage of grills in multi-dwellings. Grills must be moved into the common area (at least 10 feet from any wooden portion of any structure) for use and moved back to the storage area when not in use.
2. Grills may be stored on cinderblocks parallel to the left or the right of the deck stairs on the capes and townhomes. The grills may not be stored at the front entrances of the units with garages.
3. Bicycles, big wheels, pools, and wagons may be stored on decks providing they do not obstruct the egress. No personal property, children's toys, bicycles, etc., may be left on walks, lawns, or in any common areas.
4. Small covered sandboxes are allowed in the 8' x 10' area adjacent to the decks under the living room windows of the Townhouse units.
5. Deck storage is at the owner's risk and the Association is not responsible for any loss or damage sustained to items left on decks.
6. Removable child-safety gates are allowed to be placed at the entrance to decks.
7. Deck storage boxes, not exceeding 23" h x 46" w x 22" d, are allowed on the decks. One storage box is allowed per unit. The design and decoration of such boxes shall be compatible with the remainder of the condominium property.
8. Recycling bins shall not be visible from the roadway.
9. Canoes or kayaks can be stored on decks, as long as it does not extend beyond 1' past the deck railings.

DECORATIONS

1. Brass doorknockers are allowed on front doors. Wreaths and other door decoration are allowed year round if they are small and non-electrical. No electrical, battery operated devices or decorations are allowed outside your unit except as noted under Holiday Lighting.
2. No exterior displays are allowed except those above or those listed under holiday lighting. No flags are permitted with the exception of a 3' X 5' American flag, which must be installed at the approved location

for your unit. To display an American flag you must obtain prior approval from the Property Manager and obtain the specifications for the installation location and requirements.

HOLIDAY LIGHTING/DECORATIONS

1. Holiday decorations will be allowed in common or limited common areas if the following guidelines are observed.
 - a. Decorations should be kept clear of ice and snow to allow easy removal while following the decoration guidelines. No fasteners may penetrate the buildings or roofing.
 - b. For holidays falling outside the period described in subparagraph 3 (a) above, decorations may be put up two weeks prior and must be removed one week after the holiday in accordance with the guidelines set forth herein.
 - c. All lighting and extension cords must be UL approved for outdoors or battery operated. No fasteners may penetrate the buildings or roofing.
 - d. To avoid any hazardous conditions, your extension cord or other decoration-related items must not cross or encroach upon walkways, sidewalks, driveways or steps. On Capes, the outside electrical outlet may be used.
 - e. Windows may be illuminated from inside your unit during the same time frames as above.
 - f. Renters must get prior written permission from owners in order to hang or install any decorations, and must comply with all provisions of these Rules and Regulations and the governing instruments of the condominium relating to decorations.
 - g. Trees and shrubs may also be decorated if approved by the Property Manager in advance.
2. Christmas trees cannot be discarded in the dumpsters, as the city will not pick them up. However, your Association will dispose of the trees for you if you place them in the specially designated area by the second Sunday of the New Year. If you fail to do this, you must transport your tree off of the property. **A \$25.00 fine will be imposed on units that do not comply with this rule.**

DUMPSTERS, GARBAGE, and RECYCLING

1. Refuse and bagged garbage shall be deposited in the dumpsters, not near or beside the dumpster. Items not in the dumpster will not be picked up. If the dumpster in your area is full, please take your refuse and garbage to another dumpster.
2. All wet garbage and refuse, cat litter, diapers and dog excrement, must be in a plastic bag.
3. Only recyclable goods are to be placed in the recyclable dumpsters. Any garbage left in recyclable dumpsters will result in a \$100 fine for contamination.
4. No carpet, mattresses, furniture, boxes, construction materials, other large objects or motor oil, nor any hazardous waste or material, etc., are to be put in the dumpster, as these items damage the truck and its equipment, or are harmful to the environment. You must dispose of these items yourself at the City of Concord Landfill & Recycling Center, 77 Old Turnpike Road, Concord, NH, (603) 224-0890, including in accordance with any regulations imposed by the City relating to hazardous waste and materials.

5. Recyclable material includes: newspapers, magazines, office paper, phonebooks, folders, brown bags, cardboard boxes (flattened), paperboard, shoe boxes, catalogs, hard cover and paperback books, beverage cartons, junk mail – including window envelopes, metal spiral notebooks. Plastics #1 through #7, soda bottles and cans, milk cartons, juice containers, beer & wine bottles, unused foil, empty aerosol cans (non-hazardous), pots & pans, jars, cleaned aluminum pie plates, and aseptic juice boxes. Please remove caps on all jars and bottles and rinse before disposing.
6. Material that is not recyclable includes: Plastic grocery bags (shopping bags – recycled these at the store), trash bags (especially white & black), plastic, tin, aluminum with food residue, cardboard, paper plates with food residue, food waste of any kind on paper (napkins, towels, tissues), toys, small swimming pools, clothing of any kind, Styrofoam of any kind, diapers, window glass, needles, light bulbs of any kind, bubble wrap, packing peanuts (donate to mail stores), potato chip and similar bags (Mylar), no demolition debris (wood, siding, plaster, carpet), and no furniture (desks, chairs, mattresses, couches, tables).
7. ***There is a fine for any resident found dumping prohibited items, by or in the dumpster. The fine is \$100.00 for the offense plus the trucking & disposal fee.***
8. Any questions or concerns on what or where to dispose of items should be directed to the office prior to dumping.

HAZARDOUS MATERIALS

1. No flammable, combustible, hazardous, chemical or explosive fluid, substance or material shall be kept in, on or upon any unit or limited common areas, nor on any other part of the condominium property, except such as are suitable for normal household use or which are used by the association or its agents relative to the maintenance, repair and replacement of the common area and other parts of the condominium property for which the association is responsible.
2. Disposal of hazardous waste (discarded chemicals that are toxic, flammable or corrosive, or items that can cause fires, explosions, and pollution of water and land) into dumpsters or on Island Shores Estates property is strictly prohibited and also against city ordinance. Federal, State & Local laws are applicable. Violators will be reported to the proper enforcement agency and will be subject to fining or other enforcement action by the association in accordance with the Bylaws, these Rules and Regulations, and the other governing instruments of the condominium.

EXTERIOR CARE and SPECIFICATIONS

1. All storm doors shall be metal. Storm doors can be the following; full-lite, three-quarter, or half glass. If storm doors are half glass, they must be cross buck style. Storm doors must be white on Capes and Townhouses. Gutters may not be installed on any unit.
2. Address numbers are authorized to be mounted next to the front door of the unit and shall be 4” black metal numbers, as recommended by the Fire Marshall.
3. Sun canopies, with or without screens, may be temporarily installed on decks between May 1st and Labor Day, and must be removed by September 10th. It is recommended that the deck umbrellas and canopies be a solid or print color to blend with the exterior color of the buildings.

- Decorations (Also see section on Decorations) or other furniture are not allowed on the front stoop or walkways of the units, with the exception of one chair that can be placed in front of the storage closet door providing it does not block entrance to the unit.

INSURANCE

The Island Shores Estates Condominium Association master policy insures all of the buildings and common elements of the Association. Items not insured are any improvements you make to your unit that have not been reported to the Property Manager's office. Your own personal furnishings and personal property are also not insured by this policy. Improvements for townhouses can include finished lofts, tiled areas, area above the dining room closed off, washer/dryer moved to the second floor utility room. Improvements of the capes can include finished second floor, finished basements and/or tiled areas. The Association's insurance deductible is \$25,000 per occurrence for all claims and Island Shores Estates must be listed as having additional interest with a Residence Premises Endorsement. A copy of your insurance certificate should be sent to the office at the time of renewal each year. The deductible is billed to the unit owner sustaining a loss. It is strongly advised that all unit owners carry insurance on the unit that meshes with the Association's policy. A homeowner's policy, called an HO-6, is designed for condominiums and will provide you with the building and liability coverage you need as a resident owner, as well as coverage for your personal property. If you are a non-resident owner you should review your insurance needs to avoid gaps in coverage with the Association's master policy. Full details on coverage may be obtained from the office.

LEASES

- Units cannot be rented on a monthly or tenant-at-will basis. Units can only be leased for a minimum of a one-year term. Unit owners desiring to lease their units must submit a copy of the proposed lease to the Management office for approval prior to executing the lease. An automatic \$100 fine is levied if the lease is not submitted and may be levied monthly until a lease is submitted. Unit owners leasing their units hereby agree that they are liable for the actions of their tenants and will, after notification by the Board of Directors or Agents that a tenant has repeatedly violated the rules, regulations, or By-laws of the Association, initiate eviction proceedings against said tenant.
- All leases will conform to New Hampshire law and to the following specifications:
 - Leases must specify the full names of all proposed tenants authorized to occupy the leased unit.
 - No sublease of any unit shall be permitted.
 - Leases shall state that the unit owner is solely responsible for the payment of all condo fees and assessments, unless the Association decides to invoke the Assignment of Rents Amendment.
- All leases **must** contain language in a., b., and c. as listed below.
 - Assignment of Rents.** Each owner who leases a unit, which is or becomes subject to outstanding assessments for common expenses, liens, late fees, fines, condo fees, or legal fees levied against such unit and remaining unpaid for more than 30 days, hereby assigns to the Unit Owners' Association all rents due, or to become due to the owner from the lessee of that unit, until the outstanding assessments are paid in full. The Association may exercise this Assignment of Rents provision by written demand to the lessee for payment of rents directly to the Association, without prior notice to the owner, providing that notice of Assignment of Rent in partial or full satisfaction of outstanding Assessments, shall be given to the owner in accordance with Article XI promptly upon receipt thereof. Payment of rents by any lessee to the Association pursuant to this Article shall constitute a complete defense to any eviction action or other suit for rents due brought by the owner

against their lessee, to the extent that such action or suit is based on nonpayment of rents paid to the Association.

- b. Failure of a lessee to pay rents directly to the Association after written demand will lead to the revocation of the Association privileges and shall not absolve the owner of any liability to the Association.
- c. **RULES and REGULATIONS:** I have received and read the Rules and Regulations of Island Shores Estates.

Lessee

Date

- d. The association's approval of a lease will terminate and eviction proceedings will be initiated by the unit owner upon the association's notification to the unit owner that the lessee has repeatedly violated the Rules or By-laws of the Condominium Association. (*See Rules and Regulations*).
4. In addition to and not in place of the rights afforded and the duties imposed by the foregoing paragraph 4, in the case of a tenant's repeated violations of these Rules or the governing instruments, the association may commence an eviction action against the tenant. Owners shall be conclusively presumed to have granted the association their power of attorney, coupled with an interest, to act as agent for the owner in such eviction proceeding.
 5. Any owner renting out his or her unit shall be deemed to have assigned to their tenant the appurtenant rights of the owner relating to the use of the common areas and the condominium's amenities, and the owner may therefore not exercise those rights during the term of the rental; provided that, the owner shall retain all voting rights associated with his or her unit.

LOFTS

1. Fire codes do not permit or allow the use of lofts as a bedroom unless there is proper egress as mandated by the City of Concord and Concord Fire Department.
2. Lofts may only be finished if the City of Concord Building Codes are followed.
3. Finished lofts must have access to the eaves.
4. Owners must give written notice to the Property Manager of finished lofts in order to have proper insurance protection.
5. Unit owners are solely responsible for obtaining and complying with all permits and licenses required by the City of Concord associated with finishing or constructing any loft.

MOTOR VEHICLE RULES and REGISTRATION

1. There are only two registered passenger vehicles allowed per unit. Owners, tenants, guests and all others on the condominium property shall not park, use or keep any vehicle larger than a pickup truck on the condominium property. For handicap purposes and pedestrian safety, all passenger vehicles must fit into the parking space and cannot extend beyond the parking space or out over the curbing onto the

sidewalk. Each unit is assigned two parking spaces as follows: Garage under units - one space in the garage and one space directly behind the garage; townhouses with a carport, one in the carport and one numbered parking space in the parking areas; and all other townhouses have two numbered parking spaces in the parking areas. Capes are limited to driveway parking only. Visitor parking is in any visitor space, or at the community-building parking lot. Residents with prior approval of the property manager may use the community-building parking lot. A commercial/company vehicle no larger than a pick-up may be parked in a unit's assigned parking space as long as the owner of the vehicle has prior approval of the property manager; the vehicle is registered with the office, is within the two-vehicle limit, and fits into the assigned parking space. A commercial vehicle cannot hold any equipment that would extend beyond the assigned space, nor may such vehicle transport, or be fitted to transport, any type of hazardous substances, chemicals or materials.

2. No owner/resident shall store, keep, park or leave boats, trailers, snowplows, snowmobiles, motor homes/recreational vehicles or similar articles or objects within the parking spaces, common areas, carports, garages or driveways, or at or on any other place or spot within the condominium, without prior written permission from the Board of Directors or the Property Manager.
3. All unit owners/residents must register their vehicle(s) with the Association office. All vehicles must display a parking decal issued by the association. Registration of vehicles is done at the office by providing a copy of the vehicle's State registration. Unregistered and uninspected vehicles shall not be permitted at or on the property and shall be towed at the vehicle owner's expense.
4. Motorcycles may be parked along with your vehicle in your assigned parking space only, at the front of the assigned space. Motorcycles must be moved into carports, garages or off the common property during the winter season. The asphalt must be protected and all motorcycles must have a suitable support that prevents the kickstand from sinking into the pavement. Motorcycles must be registered with the Association office in accordance with these rules.
5. No owner or resident shall store or leave any vehicle at the property that is not registered with the Association and not registered and inspected with the State of New Hampshire. All vehicles must be roadworthy.
6. All unit owners/residents must display a parking decal from the association on their vehicles (preferably on the rear windshield). If you have a visitor who may be parking at the property for more than four consecutive days, you must notify the Property Manager in advance for a temporary parking permit.
7. Any guest or vehicle without an Island Shores permit parked at the property for more than four consecutive nights, without notice to and approval from the Property Manager may be towed at the vehicle owner's expense after a 24-hour warning notice has been placed on the vehicle.
8. Vehicles must not park on walkways, lawns, landscaping, or in fire zones, or in such a way as to block dumpsters, or to impede snow removal, parking, and vehicle movement or emergency vehicle access, throughout the property. Any illegally parked vehicle, which is any vehicle not complying with the ISECA Rules and Regulations, may be towed at the vehicle owner's expense, with no prior warning. Any damage as a result of illegally parked vehicles, *including moving vans*, shall be the responsibility of the unit owner. The Association shall repair any damage to the asphalt caused by leaking fluids from any vehicle and all expenses relating to the clean-up shall be charged to the unit owner responsible, including to unit owners whose tenants have caused such damage. Under no circumstances will unit

owners/residents, their families or their guests be allowed to repair or perform maintenance to any vehicles on the premises.

- a. Storage of canoes and bicycles is permitted in garages and carports provided that they do not interfere with parking or present a liability hazard at any time.
- b. The association shall not be held responsible to owners, residents or other persons for non-observance or violation of the association's parking rules including, without limitation, with respect to non-observance or violations involving assigned parking spaces.

PET RULES and REGISTRATION

1. No pet shall be allowed on the condominium property without the prior written consent of the Board of Directors or the Property Manager. Only three (3) pets per unit are permitted and no pet may be kept, bred, or maintained for commercial purposes. The maximum number of dogs allowed is two (2).
2. The Property Manager shall approve in writing a pet subject to the following limitations:
 - a. No more than three (3) pets per unit, with no more than two (2) dogs per unit allowed.
 - b. Pet owners must register and obtain advance written approval from the Property Manager before said pet is brought to the property.
 - c. The pet must be licensed with the City of Concord.
 - d. Proof of current liability insurance, vaccinations, valid license and pet's photograph, in form and content satisfactory to the association, must be submitted to the Property Manager.
 - e. If an owner is denied approval by the Property Manager, the unit owner may appeal to the Board of Directors for conditional approval at the next Board meeting and present evidence, as to why the pet should be permitted on the property.
 - f. Each pet must be registered at time of move-in using the DNA Pet ID kit at a cost of \$35.00 per dog, paid for by the Owner/Tenant. Failure to do so will result in a \$100 fine per dog;
 - g. If a pet is acquired after move-in, the Owner/Tenant has 48 hours to register the dog using the DNA Pet ID kit at a cost of \$35 per dog, paid for by the Owner/Tenant. Failure to do so will result in a \$100 fine per dog; and
 - h. You are required to clean up after your pet at all times and properly dispose of the waste. Failure to do so will result in a \$100 fine for each occurrence plus the vendor cost for the test. Repeated offenses may result in removal of said pet immediately from the premises.
 - i. If you own, or will own a dog of any breed you must purchase or verify liability insurance, provide proof of insurance, and maintain said insurance at all times which lists Island Shores Estates Condominium Association as having additional interest on the policy. Failure to maintain liability insurance will result in immediate fine.
 - j. Final approval on any dog requiring conditional approval shall be determined by the Board of Directors. The Board of Directors must reserve the right of refusal to any dog that has a history of noise, odor, disturbing behavior including aggression, or the owner has not supplied the proper proof of vaccinations or liability insurance.

2. No pet shall create unreasonable noise, odor, or be allowed to disturb other residents. A pet found to be a nuisance or deemed unsafe by the Board of Directors may be subject to immediate removal from the condominium property.
3. Pets may be outside the registered unit only when they are on a hand held leash and accompanied by a responsible pet owner who must have a plastic bag or pooper-scooper with them whenever the pet is outside. Pet owners must immediately remove waste excreted on any common or limited common area and properly dispose of it.
4. Cats let outside without a hand held leash are subject to capture and will be brought to the Concord-Merrimack SPCA. The SPCA charges a fee to release your cat.
5. Structures and/or runs for pets are prohibited on the common/limited common area of the Association.
6. Tenant agrees and acknowledges responsibility for the actions of his/her pets and agrees to hold the owners, management and employees harmless.
7. All repairs made caused by a pet to all limited or common areas shall be charged to the account of the pet owner in full for product, parts and labor.
8. Fines will be collected from the owners of units where the pet resides. The Board may take whatever enforcement action is permitted by the governing instruments or applicable law to remedy pet-related violations.
9. The Property Manager will impose all pet fines and warnings. Appeals to all fines and warnings must be made in writing to the Board of Directors.
10. There is an automatic \$100 fine for the owners of dogs and/or cats loose in the complex and for failure to clean up its/their excrement. Subsequent violations will result in additional fines of \$200 and \$300 and removal of said pet at the discretion of the Board of Directors.

PLANTINGS and GARDEN RULES and REGULATIONS

1. Shrubs less than 3 feet in height will be allowed.
2. The planting or removing of trees and shrubbery in your assigned planting area must have prior written approval from the Property Manager
3. The Association is not responsible for replacement of or reimbursement for any shrubs or flowers planted by owners that are damaged during routine maintenance.
4. Owners/gardeners will be responsible for areas that they plant, including upkeep, maintenance, and fall cleanup.
5. Borders must be made of 3" X 3" pressure-treated wood or natural (not colored or painted) rocks 6 inches in diameter or smaller.
6. Natural trellises under 3' in height, unattached to the building and removable for the purpose of the snow season, painting, and building repairs are authorized with prior written approval from the Property Manager.

7. Vegetable gardens are not permitted.
8. All leased units must obtain unit owners' written permission prior to installing any garden or undertaking any planting or removals.

Planting areas will be as follows:

Townhouse and Garage Under Units (where applicable)

- a. Area immediately next to front landing and 18" strip along walkway.
- b. 18" inch strip bordering deck. End units may use side of building, making sure to leave access to the utility closet.
- c. Area between deck and bordering unit (just under back window) to end of deck, making sure to leave access to water pipe. (This is approximately 8' x 10' to better clarify Resolution 3-A, adopted on 07/16/92, in order to keep some conformity, especially in back-to-back units). **This area may also be used for storage of grills.**

Capes

- a. Three-foot (3') strip around house.
- b. Seasonal plantings are allowed along walks and driveways, but are not to exceed 18" wide.

Additional plantings for all units

- a. Planting boxes on deck side rails are allowed on ground-level decks only and must be secured. Over side planting boxes are not allowed on garage under decks.

Not quite a garden

- a. A small birdhouse or birdbath is allowed in the garden area with prior written approval from the Property Manager.
- b. No items are permitted to be hung on any exterior area of the building except as otherwise expressly permitted by these Rules.

Garden areas not maintained

- a. Unit owners not maintaining an area that they have planted will be assessed all expenses the Association incurs for cleanup, maintenance and/or removal costs. The residence must clean up any debris from the bird house-feeding station. Failure to keep this area clean will result in the removal of the bird house-feeding station. All bird or squirrel feeding stations must be removed from April 1st to December 15th of each year.

POOL PRIVILEGES

Members must submit a pool registration form each year by the deadline listed on the form or before the pool is open in order to be approved to enter the pool area. Members must show a picture identification (i.e. driver's license, passport or school id) at the time of entrance to the pool monitor or staff on duty.

POOL and COMMUNITY BUILDING RULES

1. All unit owners, tenants and visitors enter the Community Building at their own risk, shall comply with all rules posted, and must sign in at the time of each visit.

2. Pool hours shall be the hours posted at the pool entrance for the Island Shores Estates residents who are current in their Association dues and their guests. Entrance into the pool area is weather permitting.
3. Two guests will be allowed per unit and must be signed in and accompanied by a responsible adult resident (18 years or older) of Island Shores Estates. A guest is anyone not a resident of the unit and is 14 years of age or older. For any exceptions, advance approval must be obtained from the Property Manager, per visit.
4. Persons under the age of 14 must be accompanied by an adult (18 years or older). Residents between the age of 14 and 17 may use the pool without adult supervision, but are not permitted to bring guests to the pool. If a person between the age of 14 and 17 is responsible for a sibling under age 14 (living in the same household), conditional approval may be granted to bring the sibling along to use the pool. Conditional approval will only be granted by written request from parent(s) to the Property Manager, stating the name and age of children in the home and giving their authorization. Conditional approval may be revoked at any time, if the pool rules are not being followed.
5. Diving into the pool, ball playing, running and shoving in the pool area are not allowed.
6. No pets or animals are allowed in the pool area, except animals that are necessary to assist persons with disabilities.
7. No glass containers are allowed in the pool area.
8. No alcoholic beverages are allowed in the pool area.
9. The use of wheeled vehicles or toys is prohibited in the pool area, except wheelchairs.
10. Safety floatation devices are allowed in the pool at all times.
11. The use of swimming equipment, glass-faced masks, pool mattresses, snorkels will not be allowed if it is determined by the Pool Monitor or the Property Manager to be disruptive or the pool is crowded.
12. Only proper swimwear may be worn in the pool.
13. The use of sound equipment (radios, recorders, etc.) is not permitted. Only individual units with the use of headphones will be permitted.
14. You must towel dry and wear shoes before entering the Community Building.
15. There is no smoking within the gated area of the pool.
16. Island Shores Estates is not responsible for articles left in the pool area.
17. After the pool has been closed for the season, no person shall be permitted in the pool area.
18. Anyone not toilet trained **must wear** a diaper-like article of clothing in place of disposable diapers, which is designed specifically for swimming. No regular disposable diapers are permitted in the pool. If

an accident occurs, please notify the Pool Monitor or Property Manager promptly so the pool can be shut down immediately and maintenance can be called to disinfect the water to protect the health and safety of all residents.

19. Noisy and/or disruptive behavior in the pool area is not permitted.
20. Non-compliance to any pool rule may lead to the suspension or termination of pool privileges and/or permits. Suspension or termination of pool privileges and/or permits shall be determined by the Pool Monitor and/or Property Manager. All grievances must be filed in writing to the Board of Directors.

RADIOS/TV/ELECTRICAL/MUSICAL EQUIPMENT

Only a one-meter or smaller satellite receiver may be installed with the **advance written approval** of the Board of Directors or Property Manager. The staff must approve **location and installation** of the satellite receiver. Owners will be fined and will incur the full expense to repair any damage caused to common area due to the incorrect location or installation of any receiver.

1. All radios, television or other electrical appliances of any kind installed or used in each unit, shall fully comply with all rules, regulations, requirements, and/or recommendations of the Board of Fire Underwriters and public authorities having jurisdiction. The unit alone shall be responsible for any damage or injury caused by such equipment.
2. No resident, his/her family, tenant, lessee, employees, agents, visitors, or licensees shall play musical instruments, television, computer, radio, or sound systems in his/her unit in such a manner as to disturb other residents.

SALES of UNITS

1. The Board of Directors or Property Manager **MUST** be notified of any sale prior to closing, and the new owner shall provide the Board of Directors or Property Manager with their name, address, telephone number, work telephone number, number of children, pets, vehicles, etc.
2. The seller or real estate broker must obtain a condominium fee statement prior to closing on the sale of any unit.
3. Per the By-laws, a transfer fee of an amount equal to two months' condo fees must be collected at the closing for deposit to the Capital Reserve.
3. Signage (For Sale/For Rent) is not allowed to be displayed in windows or posted in any of the common or limited common areas, except in the mail houses with prior approval from the Property Manager.

SIGNS/POSTINGS/DISTRIBUTION/MAILING POLICY

1. No sign, notice, advertisement or illumination shall be inscribed, placed or exposed on or at any window or other part of the property, including mailrooms, except those approved in writing by the Property Manager or the Board of Directors.
2. Under no circumstances are any signs, notices, or advertisements to be left on or attached to any personal property within the complex, to include automobiles as well as Townhouses and Capes. Only Association notices or newsletters are to be left on Townhouses and Capes and will be hung on doorknobs or door handles of each unit. Defacement of another's personal property is a serious

violation, and will result in a \$100 fine per unapproved posting or in other enforcement action by the Board as permitted by the governing instruments of the condominium or applicable law.

3. Postings or notices that are approved in writing by the Property Manager or Board of Directors may be posted in the mail houses only. Postings or notices must be dated and may be posted for a two-week period and must be removed after the two-week period has passed, by the responsible party. Each posting must contain the date posted and two (2) of the following three (3) forms of identification: name, phone number, e-mail address and property address for the contact person.
4. Postings or notices of a discriminatory, derogatory, offensive or inflammatory tone are not permitted. Violations of these rules will result in a \$100 fine per unapproved posting or in other enforcement action by the Board as permitted by the governing instruments of the condominium or applicable law. The association further reserves the right to immediately remove any posting which violates these rules.

SOLICITATION

1. Solicitation at Island Shores Estates is not permitted on the property, unless authorized in writing by the Property Manager or the Board of Directors.
2. Solicitation includes, but is not limited to, any door-to-door visits by an individual or group with the intent to persuade, petition or sell for any purpose or organization. This definition also includes signs or postings that do not have the prior written approval of the Property Manager or the Board of Directors.

SNOW REMOVAL POLICY

1. *After* the snow has stopped; leave your vehicle in its parking space until the maintenance crew has completely cleaned the snow from Franconia Road, then move your vehicle to the snow free main road (Franconia Road) to allow for the plowing of your parking space. The maintenance crew will alert you by sounding the vehicles horn when it is time to move your cars.

All vehicles need to be moved from a parking lot before it can be plowed, requiring cooperation from everyone.

After the snow has been removed from your parking lot, return your vehicle to its proper parking space. Twenty-four hours after the end of a storm, any vehicle not complying with this snow removal policy will be towed at the owner's expense.

2. Walkways from the front door to the main sidewalk are the homeowner's responsibility to clear of snow and ice. ICE MELT is suggested as an alternative to salt for use on the concrete steps, as salt will destroy the steps as well as your carpet. Residents are responsible for clearing snow and ice off their decks. Please note that your slider is a fire exit from your unit.
3. Parents, please be sure to watch your children closely when the plows are clearing snow and moving throughout the property. Children should not be playing in common areas, including the roadways, while snow removal is taking place.
4. To facilitate proper snow clearing of the perimeter sidewalks with snow blowers, those residents who have rocks, timbers, fencing, etc. abutting the edge of the walk are required to remove items from this area prior to the ground freezing. The Association will not be held responsible for any damage to these items because of an owner's failure to remove them. Any damage to snow blowers or other equipment caused by the failure to properly or timely remove such items in accordance with the rule shall be the

responsibility of the unit owner who failed to remove such items. All vehicles should be parked at least one foot away from the sidewalk to allow for the snow blower to properly remove all snow.

5. ***A note of caution***; items remaining on your deck through the winter and placed under the roof drip-line could be damaged by falling ice that tends to accumulate on the edge of the roof. Please be sure to remove all personal items off your deck.
6. There is absolutely no overnight parking on the main streets. You are required to use your assigned parking space for parking.

TENNIS AND BASKETBALL COURTS

1. Tennis courts are to be used only for playing tennis. Absolutely no sport other than tennis is permitted at any time on the tennis courts.
2. Only athletic shoes are to be worn on the courts.
3. Motorized vehicles are not permitted on the footpath to the courts.
4. Owners shall be responsible for any damage to the courts caused by them, their family, tenants, or guests, or through their misuse of the tennis courts and/or noncompliance with the rules. All garbage and personal items must be immediately removed from the courts.

WINTERIZING UNITS

1. Notify the Property Manager if your unit is vacant or if you will be away for any extended period of time (*4 days or greater*). The owner must also leave an emergency phone number with the office.
2. Unit owner/resident is required to maintain the heat at an adequate level when away or if unit becomes vacant. It is recommended that the heat be maintained within the unit at a minimum of 65 degrees. Also, leave sink doors and entry hall closet doors open to allow heat to circulate. A thermometer must be mounted in the kitchen window with visibility to the outside if the unit is vacant or if you will be away for an extended period of time during the winter.
3. Owners of rental units are responsible for establishing automatic transfers of all unit utilities when rentals or transfers of units occur. All utility companies require that a form be complete by the unit owner for this to be set up.
4. If noncompliance with the above directions/suggestions causes damage to your unit or any adjoining unit, you will be held responsible for any damages, expenses, repairs, replacements, etc.
5. The unit owner is responsible for snow/ice removal from the decks, steps, porches, and sidewalks on the main walk to their unit.

Fines may be imposed by the Property Manager for failure to comply with any of the preceding rules, and the association may take such other enforcement action as is authorized by the condominium's governing instruments and/or applicable law.

FINE STRUCTURE

1. Written notification of the offense/violation of the Island Shores Estates Rules and Regulations should be given to the Property Manager or Board of Directors in order for action to be taken and/or fines to be applied. However, common rule violations, such as loose animals, non-submittal of leases, etc. do not require the issuing of warnings prior to fines being applied.
2. The fine for leaving articles of any type in the common area is \$10 and must be paid in order to recover the articles. Fine amounts increase for repeat violations. Items not paid for or recovered within 90 days will become the property of the Association, with no compensation paid to the prior owner.
3. Violation of the 15 mile per hour speed limit carries a \$100 minimum fine.
4. The fines for other violations of Declarations, By-laws and/or the Island Shores Estates Rules and Regulations are at the discretion of the Property Manager in an amount of up to \$100.00 per occurrence or offense.
5. An automatic \$100.00 fine is imposed on all unit owners who have not submitted a lease to the Board of Directors via the Manager, prior to the tenant moving in. This fine may be levied monthly until the owner is in compliance.
6. All subsequent offenses of the same nature or continued violation of rules will result in additional fines for offenses without further warning. Failure to correct an offense may lead to additional fines being assessed every 30 days.
7. Failure to pay any fine within 30 days of the date of written notification of such fines shall incur an additional penalty.
8. A lien may be placed and perfected on the unit for any unpaid fines. A lien may be placed on any unit with an outstanding account 60 days or greater.
9. Payment of legal fees incurred in the collection of fines or implementing liens will be the violator's responsibility.
10. In addition to, or in place of, the above fine structure, The Board of Directors may also seek injunction relief. In addition to any fines levied, each owner shall be liable for the expenses of all maintenance, repair or replacement rendered necessary by his/her acts, neglect or carelessness, or the act, neglect, or carelessness of any member of his/her family or tenants, guests, employees, agents or invites.

RIGHT of APPEAL

Explanation of any Rules & Regulation can be defined by addressing the Board of Directors at any monthly meeting. If you feel that a fine levied upon you is unjustified or exorbitant, you may submit a written appeal to the Property Manager. Your name will be placed on the agenda of the next available meeting of the Board of Directors. At this time, you may present your appeal to the Board of Directors personally, or your appeal will be presented for you. All decisions of the Board are final.

ISLAND SHORES ESTATES
CONDOMINIUM ASSOCIATION

51 Franconia Road
Penacook NH 03303

Phone: (603) 753-6026 ♦ Fax: (603) 753-9000

E-mail: iseca@myfairpoint.net ♦ Web: <http://www.iseca-nh.com>

RULES & REGULATIONS ACKNOWLEDGEMENT

Revised March, 2014

Rules & Regulations Acknowledgement

These Association Rules and Regulations dated March, 2014, may be amended, or supplemented, in whole or in part, at any time, or from time-to-time, by action of the Board of Directors without changing the validity of the existing rules.

I/we acknowledge that we have received and read the Island Shores Estates Condominium Association Rules and Regulations.

Owner/Lessee

Date

Unit Address

Phone

E-mail

Please sign and return to the office within the first month of your residency at Island Shores.