

Marcus,Errico,Emmer&Brooks PC

ISLAND SHORE ESTATES CONDOMINIUM

Certificate of Revised Rules and Regulations

Reference is hereby made to that certain Declaration of Condominium establishing the Island Shore Estates Condominium dated June 3, 1985 and recorded with the Merrimack County Registry of Deeds in Book 1526, Page 0833, as may be amended. Reference is further made to the By-Laws of Island Shore Estates Condominium dated June 3, 1985 and recorded with the Merrimack County Registry of Deeds in Book 1526, Page 0868, as may be amended.

WHEREAS the Board of Directors is empowered to establish rules and regulations pertaining to the Condominium.

WHEREAS the Board of Directors desired to make certain changes and revisions to the existing rules and regulations.

WHEREAS by at least a majority vote, the Board did in fact revise the Condominium's rules and regulations.

WHEREAS no other vote was required.

NOW THEREFORE, the Board hereby records the attached duly approved Rules and Regulations. These Rules and Regulations replace all prior permutations thereof and is the only set of Rules and Regulations in effect as of the date of recording.

[Signatures to follow on next page.]

IN WITNESS THEREOF we, the undersigned being at least a majority of the Board of Directors of the Island Shore Estates Condominiums have set our hands and seals this 3 day of February, 2022.

Karen Milan
Karen Milan, Director

Daniel Woolworth
Daniel Woolworth, Director

Rebecca Howland
Rebecca Howland, Director

STATE OF NEW HAMPSHIRE

Merrimack County, ss.

On this 3 day of February, 2022, before me, the undersigned notary public, personally appeared Daniel Woolworth, Karen Milan and Rebecca Howland proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Board members of said Island Shore Estates Condominium.

Cindi M. Jaques
Justice of the Peace/Notary Public
My Commission Expires: _____
Print Notary Public's Name: Cindi M. Jaques
Qualified in the State of New Hampshire

CINDI M. JAGUES
Notary Public - New Hampshire
My Commission Expires October 7, 2025

CONDOMINIUM RULES AND REGULATIONS

ISLAND SHORES ESTATES CONDOMINIUM ASSOCIATION

INTRODUCTION: The following Rules and Regulations have been established for the benefit of all owners of condominium units at Island Shores Estates. The Rules and Regulations are intended to assist the condominium association in providing congenial occupancy and for the protection of the value of the units. The following Rules and Regulations have been adopted by the Board of Directors of Island Shores Estates and are in accordance with the Condominium Act (RSA 356:B) of the State of New Hampshire. In the event that the Rules conflict with the Condominium Instruments, which include the Declaration and By-Laws and all Amendments, or the New Hampshire Condominium Act, NH RSA 356:B, the Condominium Instruments and the New Hampshire Condominium Statute take precedence.

The following Rules and Regulations are intended to contribute to and preserve a clean and attractive environment, ensure the peaceful enjoyment of the common areas, and to protect and enhance the value of all property at Island Shores Estates.

Henceforth, any further reference throughout this document to "the Association", "Island Shores Estates", or "Island Shores" shall be construed to mean Island Shores Estates Condominium Association.

Common Area: All parts of the property other than units or those areas designed as limited common area by the governing instruments, documents, or plans of the condominium development.

Limited Common Area: A portion of the common area reserved for the exclusive use of a specific unit, but not all the units, such as decks, patios, porches, stoops, yards, assigned parking spaces as specifically designed by the governing instruments of the condominium development.

SECTION A - RESPONSIBILITIES

1. RESPONSIBILITIES

A. In accordance with the Island Shores Estates Condominium Association's Declaration and By-Laws, all Owners and Tenants shall, at all times, comply with these Rules and Regulations, and shall use their best efforts to see that they are observed by their families, guests, invitees and lessees. Owners shall be responsible for the actions of their lessees, tenants, guests, and family members, and shall be liable for any damages, claims, fines or penalties imposed due to the failure of such person(s) to abide by these rules. The Owner(s) of each unit are solely responsible for providing a copy of the Association's Declaration, By-Laws, and Rules and Regulations to their tenant(s) or lessees. Owners/tenants are responsible for their family members/guests' actions causing damage to any part of Island Shores Estates and will be responsible for paying the costs of any damages to any part of Island Shores Estates.

2. AUTHORITY

A. The Board of Directors is specifically granted the responsibility and authority in the Declaration and By-Laws to adopt and amend any Rules and Regulations deemed necessary for the enjoyment of the Condominium Association provided that such Rules and Regulations are not in conflict with the Condominium Act of NH, Declaration and/or By-Laws. The Board of Directors shall make and amend Rules respecting the use of the property and enforcing by legal means the provisions of the Declaration, By-Laws and such Rules, bringing any proceeding which may be on behalf of the Owners. To the extent permitted by law and the Declaration and By-Laws, the Board of Directors shall have the authority to issue or deny approval of any exception to these Rules. Such approvals must be made in writing and may be for the resolution of temporary problems or situations. Approvals may be revoked at any time. The Board of Directors shall have the power to waive any provision of the Declaration, By-Laws or Rules in order to accommodate any disabled residents and comply with the provisions of Federal and State Law. At the Board of Directors' discretion, it may delegate such authority and duties under these Rules and Regulations a portion to contracted or hired personnel, or the property manager, as it deems desirable or necessary.

B. These Rules can be revised in any way, at any time, by the Board of Directors as conditions warrant, provided that a written communication is sent to each Owner advising of the change and further provided that no such Rule or revision is contrary to or inconsistent with the Condominium Act, Declaration or By-Laws of Island Shores Estates Condominium Association. The Board of Directors has the discretion to decide whether a specific situation not covered in these Rules and Regulations detracts from

the overall aesthetic curbside appeal of the community in general or causes a safety issue.

SECTION B - ENFORCEMENT, PENALTIES AND GENERAL PROVISIONS

1. UNIT OWNER COMPLAINT PROCEDURES

A. Complaints of violations of the Rules and Regulations or any rules or regulations contained in the Declaration or By-Laws, where practical, should first be made to the offending responsible Unit Owner by the complaining Unit Owner in a neighborly, cordial and non-threatening manner. If the complaining Unit Owner does not receive a satisfactory or suitable response, the complaining Unit Owner should immediately notify the Property Manager **IN WRITING** of the violation. This should cite the specific violation(s) from this document complained of, the time and place the violation occurred, and the facts that give rise to the violation as well as the unit number or name of the individual in violation of the Declaration, By-Laws, or Rules and Regulations. The complaint must contain the name, address, phone number and signature of the individual making the complaint. Neither the Property Manager nor the Board of Directors will address an anonymous complaint.

2. NOTIFICATIONS, CORRECTIVE ACTIONS AND FINE ASSESSMENT

A. Once the Property Manager is notified of a complaint, the complaint will be investigated to determine whether it is founded. The Property Manager is required to immediately notify the Unit Owner of the complaint, and request to immediately or as soon as is practical cease and desist any activity which may give rise to future or ongoing violations of the complained activity or event. Said notice will include a copied section of this document outlining the Rule which was violated and this notification will be considered to be the first notification (warning) of the offense.

B. If a mitigating circumstance is involved on the part of the offending Unit Owner (or their renter, tenant, or guest), the Unit Owner is required to notify the Property Manager in writing of the mitigating circumstances within (5) days from the date of the first notice. The Property Manager will notify the Board of Directors for direction and investigation of the circumstance.

C. If the violation does not cease within the time period indicated by the Property Manager within the first notification, subsequent notices shall be sent until such time that the violation is corrected. All fines are considered an assessment against a Unit and shall be payable thirty (30) days after the date of the first notification.

D. Continued violations will result in fines being assessed against the Unit Owner as specified below. See Fine Structure Table for any other specific violations of these Rules and Regulations noted in other sections of this document.

E. A lien may be placed and perfected on the Unit Owner's unit if any fine is not paid within thirty (30) days from notification of such fine, and the Unit Owner will be responsible for all legal fees in placing and removing any lien(s) on the unit. In addition, all fines paid after thirty (30) days will be assessed an annual interest rate of twelve (12%) percent.

F. In addition to fines and legal costs, the Unit Owner will be solely responsible for the damage or repair/maintenance and related costs incurred by the Association based on the violation of this document by the owner, family members, guests, invitees or tenants, or tenant's family members, guests or invitees.

G. Please note there may be specific remedies to certain rule violations, and if any apply, they will be noted at the end of the section to which they apply.

H. Continuing offenses/violations shall be considered as separate offenses for each time period stated.

I. Any and all violations are considered cumulative in the sense that the violation of one rule after the violation of the same or any other rule constitutes a second rule violation and so forth.

J. It is the community responsibility of all owners and residents to inform the Property Manager 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.

3. FORGIVENESS OF VIOLATIONS

A. One year (365) days after any violation has occurred, it will be forgiven and will not be used in calculating penalties for more recent violations, if any, except in the event that the fine has not been paid by that time; then the violation will not be forgiven until paid.

SECTION C - RULES AND REGULATIONS

1. ARCHITECTURE/OTHER CHANGES TO THE EXTERIOR BUILDINGS OR GROUNDS

A. Changes affecting the appearance of the exterior of any existing building or grounds, including but not limited to awnings, signs, sunshades, screens, and enclosures shall be made only with the prior written consent of the Property Manager.

B. No item of any kind may be hung from, attached to, or projected from the exterior of any building or unit in the community without the written approval from the Property Manager except as specifically addressed elsewhere in this document.

2. AIR CONDITIONERS

A. 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 Property Manager.

B. If an air conditioner is not draining properly, i.e., staining a wall, it must be removed and the Unit Owner will be charged for repairs. Wall unit air conditioners are prohibited.

C. All air conditioners must be removed from November 1 to April 1.

3. ASSOCIATION DUES AND COLLECTION PROCEDURE

A. Monthly assessments are due on the first of each month and in accordance with the By-Laws.

B. All assessment payments must be received by the close of business on the 10th of each month. Any monthly assessment received after the close of business on the 10th of each month shall receive a \$25.00 late fee. A \$25.00 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.

C. Any account carrying a balance of sixty (60) days or greater may have the remaining assessments for the year accelerated to become due immediately. A lien may be placed on the unit, all community privileges may be revoked including the privilege to park on any common area, and any vehicle may be towed off the property without warning. Notice of the termination of privileges and services will be provided prior to

the Board invoking its rights. A case may be filed in Court if no attempt is made to remedy the account within thirty (30) days.

4. PLAY AREAS

A. All outdoor play equipment and toys shall be properly stored at the end of each day. Personal property cannot be stored on common areas. Please see the Fine Structure Table regarding fines for violations of this rule.

B. Individuals are not permitted to play on or around utility boxes, trees, shrubs or dumpster areas. Personal landscaped areas by homeowners should be respectfully avoided. All damage caused by individuals playing in these areas will be assessed to the unit where the individual resides.

C. No pets of any kind are allowed in the playground or pool area other than a service animal as outlined by the Fair Housing Act.

D. There is no smoking allowed in the playground area or inside the fenced pool area.

5. COMMUNITY BUILDING RENTALS

A. Any owner or resident in good standing with the Association may rent the Island Shores Estates Community Building. 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.

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

Special rates available for community-oriented events.

B. Rental Rules:

- a. The building must be vacated by 11:00 p.m. unless prior approval from the Property Manager for a later time has been obtained.
- b. Noise levels must not be unreasonable or disruptive to any residents of the community.

- c. The building must be left in the condition in which it was found, cleaned by those renting it on the day of rental. Kitchen, bathroom**, floors and carpet 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. The outside (common areas) must be left clean and free of any personal items.
- d. There is no smoking inside the community building.
- e. 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.
- f. The use of the community building is limited to no more than 65 individuals.
- g. 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.
- h. All windows and doors must be locked before vacating, the lights turned off, and keys left in the drop box.

**When the pool is open and the bathroom available for tenants and guests using the pool, the community room renter will not be responsible for maintaining the bathroom.

6. DECK STORAGE/COMMON AREA/LIMITED COMMON AREA

- A. The personal property of all owners and residents, except for deck furniture, shall be stored within their units or designated storage areas. Nothing shall be stored in the common area or limited common areas except as otherwise indicated in this document.
- B. Bicycles, big wheels, small plastic pools, and wagons may be stored on decks provided they do not obstruct egress. No personal property may be left on walkways, lawns or in any common areas.
- C. Small covered sandboxes are allowed in the 8 x 10 area adjacent to decks and under the living room windows in townhouse units. Sandboxes shall remain in good, clean condition and covered when not in use, and shall be removed once they are no longer in use.

- D. Removable child safety gates can be placed on the entrance to decks. They shall be kept in good working condition and not sag or be broken.
- E. Deck storage boxes, not exceeding H 25" x W 57" x 32" (standard size) are allowed on 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.
- F. Canoes and kayaks may be stored on decks as long as it does not extend beyond 1' past the deck's railing, and only if Island Shores Estates does not provide a storage area at the community building. If such an area is provided, canoes and kayaks are to be stored in this area. Owners/residents will provide their own locks for their canoes/kayaks in this storage area.
- G. The sidewalks, walkways and entrances must not be obstructed or encumbered for any purpose other than ingress and egress.
- H. No waste or garbage will be permitted in the common or limited common areas.
- I. No individuals shall sweep, throw, or permit to be swept or thrown, any dirt or other substances from doors and/or windows.
- J. Nothing shall be done or kept on the condominium property which will increase the rate of the Association's insurance.

7. DECORATIONS, EXCEPT HOLIDAY

- A. Brass door knockers are allowed on front doors.
- B. Wreaths and other door decorations are allowed year-round if they are small and non-electrical.
- C. No electrical, battery-operated devices or decorations are allowed outside your unit except as defined in Holiday Lighting.
- D. No building-mounted 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 written approval from the Property Manager and obtain the specifications and requirements for the installation at the location designated.

8. HOLIDAY LIGHTING/DECORATIONS

A. Holiday decorations are allowed in common and 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, decks or roofing.
- b. All holiday decorations must be removed two (2) weeks after the holiday.
- c. All lighting and extension cords must be UL approved for outdoors, or battery operated.
- 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 frame as above in Section b.
- f. Trees and shrubs may also be decorated in accordance with Sections b, c and d.
- g. Holiday trees cannot be discarded in or around the dumpsters as the City of Concord will not pick them up. However, your Association will dispose of the trees for you if you place them in the designated area by the community building by the second Sunday of the New Year. If you fail to do this, you must transport the tree off the property. A fine will be imposed on units that do not comply with this rule in accordance with our fine structure.

9. DUMPSTERS/GARBAGE AND RECYCLING

A. 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.

B. All wet garbage and refuse, cat litter, diapers, and dog waste must be in plastic bags or a sealed container.

C. Only cardboard recycled goods are to be placed in the recyclable dumpster. Any garbage left in the recyclable dumpster will result in a fine in accordance with our fine structure.

D. No carpet, mattress, furniture, construction material, or other large objects, motor oil or other hazardous waste or materials, etc. are to be put in the dumpsters, as these items damage the truck and its equipment. You must dispose of these items yourself at the City of Concord Transfer Station-Casella Waste Systems, 77 Old Turnpike Rd, Concord, NH, (603) 369-4729 in accordance with any regulations imposed by the City of Concord relating to hazardous waste and materials.

E. A fine will be issued to any resident found dumping prohibited items by or in the dumpster, including the trucking disposal fee assessed separately.

F. If you have items to be brought to the transfer station and you are not able to accomplish this, please contact the Property Manager and arrangements may be made, for a fee, for maintenance to assist with this.

G. Any questions or concerns regarding what or where to dispose of items should be directed to the Property Manager.

10. EXTERIOR CARE AND EQUIPMENT

A. 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. Storm doors should be of similar style and quality as when replaced with the siding project, which were Anderson brand. Gutters may not be installed on any unit.

B. 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.

C. Sun canopies, with or without screens, may be temporarily installed on decks between April 30 and October 1. It is recommended that deck umbrellas and canopies be of a solid or print color to compliment the exterior color of the building. All sun canopies and umbrellas shall be in good condition, working properly with no holes or tears in screens or umbrellas. Sun canopies and umbrella shells are not to be left up without their proper fabric attached.

D. Decorations or other furniture are not allowed on the front stoop of the units, except one chair that can be placed in front of the storage closet provided it does not prevent or block the entrance or exit to the unit.

E. No items are permitted to be hung on any exterior of any building except as expressly permitted by these Rules.

F. Each unit owner/resident should keep their unit and its equipment in a good state of preservation and cleanliness, in good order and condition.

11. GRILLS

A. Grills may be stored on the decks or in the 8 x 10 area adjacent to the decks, under the living room window of the Townhouse units, next to the decks or porches of the Capes, or in the garages of the garage under units when not in use. Grill placement should not impede snow removal.

B. Gas grills on units with garages must be stored in the garage when not in use and the propane tank removed and stored on the unit's deck. There shall be no propane tanks stored inside anyone's unit at any time, as this is against the Fire Code for the State of NH. Propane tanks cannot be stored in the common area of the community at any time.

C. Grills may be stored on approved patio blocks parallel to the left or right of the deck stairs on the Capes and Townhouses.

D. Grills may not be left on the pavement of the garage under units after a winter storm.

E. The City of Concord Fire Codes prohibits the use 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.

F. Grills may not be stored or left at the front entrance of any unit.

G. Charcoal grills and fire pits are not allowed.

12. HAZARDOUS MATERIALS.

A. No flammable, combustible, hazardous, chemical or explosive fluid, substance or materials shall be kept in or on any unit or limited common area, 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.

B. 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 against city ordinance. Federal, State and Local laws are applicable. Violators will be reported to the proper enforcement agency and will be subject to fines or other enforcement action by the Association in accordance with the By-Laws, these Rules and Regulations, and the other governing instruments of the condominium community.

13. INSURANCE

A. The Island Shores Estates Condominium Association master policy insures all the buildings and common elements of the Association for full replacement value. Items not insured are any improvements you make to your unit that have not been reported to the Property Manager with appropriate receipts and/or pictures of the upgrades. Your own personal furnishings and personal property are 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 to the Capes can include finished basements and/or tiled areas.

B. The Association carries a deductible for the community. It is the Unit Owner's responsibility to contact the Property Manager for the deductible information to ensure you are properly covered. Unit Owner's should obtain their own homeowner's policy with coverage for the master policy deductible. All policies must list Island Shores Estates Condominium Association 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.

C. It is strongly advised that all Unit Owners carry insurance on their 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. In addition to personal property, a homeowner's policy can provide coverage for personal liability, unreported improvements, housing in the event your unit is uninhabitable after a loss and the master policy deductible. Please consult with your own insurance professional.

Important: Should you choose not to purchase the HO-6 policy, you will be self-insuring your claim expense.

D. 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 Property Management Office.

14. INTERACTIONS WITH ASSOCIATION CONTRACTORS, BOARD MEMBERS and MANAGEMENT TEAM

A. Residents are not permitted to direct, delay or interfere in any way with contractors hired by the association. All contractors have been instructed to account for additional costs caused by owner interference and report these to the management company. Offending residents will be charged for the cost associated with the interference. If a resident has an issue with a contractor hired by the association, that resident should notify the management company for resolution.

B. All written and verbal communication with members of the board, the property manager and other employees will be cordial and civil. While homeowners retain the right to speak their opinions, they will be prohibited from threats of violence, insults, name calling, profanity, obscenity, confrontational words, defamation, and other forms of harassment (e.g. physical aggression/intimidation/harm/offensive emails/offensive texts/offensive voicemails/stalking/etc). Any of the aforementioned actions will not be tolerated. The offending party will be given a written warning and subject to fines. If any situation warrants, the police will be contacted, and legal action will be pursued. This prohibition on offensive conduct applies to all interactions with board members and the property manager whether such offensive conduct occurs at an association meeting or elsewhere on Association property.

C. Any association related communication with board members will be limited to scheduled meetings and emails. Board members have the right to enjoy their homes and neighborhoods as all residents do. They have the right to live without harassment, being yelled at or interfered with. Unscheduled visits or phone calls with a board member, their families, or guests, in which they are made to feel uncomfortable/threatened/pressured/delayed/embarrassed will result in a minimum fine of \$500.00 as determined in the board's reasonable judgment.

D. Unit owners are responsible for the interference and behavior of their guest/tenants. In the event a tenant or guest violates this provision, the unit owner will be sent a letter describing the offending behavior in detail along with the imposed sanction and legal action taken, if any. Any charges or fines accrued by a guest/tenant, including the association's legal fees and costs, will be charged to the corresponding unit owner

15. LEASES AND RENTAL OF UNITS

- A. 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 and By-Laws with respect to their tenants and any violations will be assessed against the Unit Owner. If further copies of the Rules and Regulations are requested, please contact the Property Manager.
- B. 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.
- C. Unit Owners desiring to lease their units must submit a copy of the proposed lease to the Property Manager's office for approval *prior to* executing the lease. Failure to do so will result in an automatic fine if the lease is not submitted and may be levied monthly until a lease is submitted.
- D. Unit Owners leasing their units hereby agree that they are liable for the actions of their tenants and will, after notification from the Property Manager, that a tenant has repeatedly violated the Rules and Regulations or By-Laws of the Association, initiate eviction proceedings against said tenant thirty (30) days after notification.
- E. All leases must conform to New Hampshire law and to the following specifications:
- a. Leases must specify the full names of all proposed tenants authorized to occupy the leased unit.
 - b. No sublease of any unit shall be permitted.
 - c. Lease shall state that the Unit Owner is solely responsible for the payment of all condominium fees and assessments unless the Association decides to invoke the Assignment of Rents Amendment.
 - d. All leases must contain language in a, b, and c as listed above.
- F. Assignment of Rents. Each Unit Owner who leases a unit which is or becomes subject to outstanding assessments for common expenses, liens, late fees, fines, condominium fees, or legal fees levied against such unit and remaining unpaid for more than thirty (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 and notification to the Unit Owner for payment of rents directly to the Association providing that notice of Assignment of Rents in partial or full satisfaction of outstanding assessments shall be given to the Unit 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 to the Unit Owner against their Lessee to the extent that such action or suite is based on nonpayment of rents paid to the Association.

G. 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 Unit Owner of any liability to the Association.

H. 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 and Regulations and/or By-Laws of the condominium association.

I. In addition to and not in place of the rights afforded and the duties imposed by the foregoing paragraph in the case of a tenant's repeated violation of these Rules or the governing instruments, the Association may commence an eviction action against the tenant. Unit Owners shall be conclusively presumed to have granted the Association their power of attorney, coupled with an interest, to act as agent for the Unit Owner in such eviction proceedings.

J. Any Unit Owner renting out their 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 Unit Owner may therefore not exercise those rights during the term of the rental. The Unit Owner shall retain all voting rights associated with their unit.

K. Unit Owners of rental units are responsible for establishing automatic transfers of all unit utilities when rentals or transfer of units occur. All utility companies require that a form be completed by the Unit Owner for this to be established.

16. LOFTS

A. 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 Building Department and Concord Fire Department.

- B. Lofts may be finished if the City of Concord Building Codes are followed and all permits are pulled pertaining to the addition of a bedroom.
- C. Unit Owners must give written notice to the Property Manager of the intent to finish the loft and the Property Manager will advise and issue approval, denial or conditions that must be met to proceed. This will meet the required insurance section of the By-Laws.
- D. Finished lofts must have access to the eaves.
- E. Unit Owners are solely responsible for obtaining and complying with permits and licenses required by the City of Concord with finishing or constructing the loft.

17. MOTOR VEHICLES

- A. In accordance with the By-Laws, 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.
- B. 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 Unit Owners, tenants, etc. Work or commercial vehicles parked on the property must obtain approval from the Property Manager and be registered with the office, display a parking pass, be within the two vehicle limit for the Unit and fit into the assigned parking space. No work or commercial vehicle may park on the property that transports or is fitted to transport any type of hazardous substances, chemicals or materials.
- C. For handicap purposes and pedestrian safety, all passenger vehicles must fit into the parking spaces and cannot extend beyond the parking space or out over the curb onto the sidewalk.
- D. Each unit is assigned two parking spaces as follows:
 - a. Garage under units. One space in the garage and one space directly outside the garage door. One vehicle may park beside the deck and one vehicle outside the garage door (not inside the garage) with written permission from the Property Manager. If one vehicle is parked beside the deck, it is prohibited to have the second vehicle parked inside the garage.

- b. Townhouses with a carport. One in the carport and one in the numbered parking space in the parking area.
 - c. Townhouses without a carport. Two numbered parking spaces in the parking area.
 - d. Capes. Driveway parking only.
- E. Overnight visitor parking is in any visitor space or at the community building parking lot. Residents with prior approval from the Property Manager may use the community building parking lot.
- F. No Owner or resident shall store, keep, park or leave boats, trailers, snowplows, snowmobiles, motor homes, recreational vehicles or similar objects within the parking spaces, common areas, carports, garages, driveways, or at or on any other place or spot within the condominium association without prior written permission from the Property Manager.
- G. All Unit Owners and 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 completing the registration form and providing the form to the Property Manager for approval and distribution of the parking decal. Unregistered and uninspected or inoperable vehicles will not be permitted at or on the property and will be towed at the vehicle owner's expense.
- H. Motorcycles may be parked at the front of your 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 to the pavement.
- I. All Unit Owners or residents must display a parking decal from the Association on their vehicles at the lower passenger side front windshield. If you have a visitor who will be parking on the property for more than four consecutive days, you *must* notify the Property Manager in advance to receive a temporary parking permit. Any vehicle without an Island Shores parking permit decal parked on the property in any parking space for more than four consecutive days 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.
- J. Any vehicle parked on Association property for longer than 2 weeks without prior notice to the Property Manager will be considered a resident/tenant of the Association.

K. Vehicles must not park on walkways, lawns (including partially on the lawn), landscaping or in fire/snow removal/no parking zones, or in such a way as to block dumpsters or impede snow removal, parking, vehicle movement, or emergency vehicle access throughout the property. Any illegally parked vehicle not complying with these ISECA Rules and Regulations may be towed at the vehicle owner's expense without warning. Any damage sustained because of an illegally parked vehicle which includes service vehicles and moving vans, shall be the responsibility of the unit owner.

L. The Association will repair any damage to the asphalt caused by leaking fluids from any vehicle and all expenses related to the cleanup will be charged to the unit owner responsible. Under no circumstance will unit owners, tenants or guests be allowed to repair or perform maintenance to any vehicles on the property.

M. The Association will not be held responsible 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.

N. Contact the Property Manager for any request for an exception to the parking rules and regulations prior to the need for the exception.

O. Towing of vehicles parked at Island Shores Estates may occur at any time, without warning for any of the following reasons:

- stickered vehicles parked in the visitor designated spaces;
- any vehicle parked in a non-designated parking space;
- motorcycles parked in a full vehicle parking space;
- vehicles parked in another unit's parking space without permission of that unit owner; and
- notification to the Property Manager, an unregistered/uninspected/inoperable vehicle parked on the property.

18. PET RULES AND REGISTRATION

A. No pet may be kept, bred, or maintained for commercial purposes.

B. The Property Manager shall approve in writing a pet subject to the following limitations:

- i. No more than three (3) pets per unit, with no more than two (2) dogs per unit allowed.

- ii. Dog owners must register and obtain advance written approval from the Property Manager before said pet is brought to the property.
 - iii. The dog(s) must be licensed with the City of Concord.
 - iv. Proof of current liability insurance, vaccinations, valid license and dog photograph, in form and content satisfactory to the Association, must be submitted to the Property Manager.
 - v. 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 dog should be permitted on the property. The Board of Directors reserves the right of refusal of any dog that demonstrates a history of noise, odor, disturbing behavior including aggression, or the Owner/Tenant has not supplied the proper proof of vaccinations or liability insurance.
 - vi. Each dog must be registered at the time of move in using the DNA Pet ID kit at a cost of \$40.25 per dog, paid for by the Owner/Tenant. Failure to do so will result in a fine per the Fine Structure per dog.
 - vii. If a dog is acquired after move in, the Owner/Tenant has 48 hours to register the dog using the DNA Pet ID kit. Failure to do so will result in a fine. If an Owner/Tenant no longer has the dog originally registered, a new pet application must be submitted for the new dog and a DNA test performed.
 - viii. 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 fine for each occurrence plus the vendor cost for the DNA test. Repeat offenses may result in the removal of the dog from the property.
- C. 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 Property Manager and Board of Directors may be subject to immediate removal from the condominium property.
- D. Pets may be outside the registered unit only when they are on a handheld 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.
- E. Cats let outside without a handheld leash are subject of capture and will be brought to the Pope-Memorial SPCA in Concord. The SPCA charges a fee to release your cat.

- F. Structures and/or runs for pets are prohibited on the common/limited common area of the Association.
- G. Tenants agree and acknowledge responsibility for the actions of their pets and agree to hold the Unit Owner, management, or Association harmless.
- H. All repairs made to damage caused by a pet to all common or limited common areas will be charged to the account of the pet owner in full for product, parts and labor.
- I. Fines will be collected from the owner/tenant where the pet resides. The Property Manager may take whatever enforcement action is permitted by the governing instruments or applicable law to remedy pet-related violations.
- J. 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.
- K. Fines will be imposed to the pet owners whose pets are found loose on the property and for failure to clean up after their pet(s). Subsequent violations will result in additional fines and the pet(s) may be removed from the property at the discretion of the Board of Directors.

19. PLANTINGS AND GARDEN RULES

- A. Shrubs less than 3 feet in height will be allowed.
- B. The planting or removal of Association planted trees and shrubs in your assigned planting area must have the written approval of the Property Manager.
- C. The Association is not responsible for replacement or of reimbursement for any shrubs or flowers planted by Owners/Tenants that are damaged during routine maintenance.
- D. Owners/Tenants will be responsible for areas that they plant, including the upkeep, maintenance and fall cleanup, and shall have all seasonal plantings removed and the area clean of debris by November 1.
- E. Borders must be made of 3x3 pressure-treated wood (not colored or painted) or rocks 6 inches in diameter.

F. Natural trellises under 3 feet in height, unattached to the building and removable for the purpose of snow season, painting and/or building repairs are authorized with prior written approval from the Property Manager. All seasonal plantings or trellises must be removed and the area clear of debris by November 1.

G. Vegetable gardens are not permitted.

H. A small birdhouse or birdbath is allowed in the garden areas with prior written approval from the Property Manager. All leased units must obtain the Unit Owner's permission prior to planting or removal of plantings. Residents must clean up any debris from the bird house feeding stations. Failure to keep this area clean will result in removal of the bird house feeding station. All bird and squirrel stands must be removed from April 1 to December 15 of each year.

I. Planting boxes on the deck side rails are allowed on ground-level decks only and must be secured. Over the side planting boxes are not allowed on garage under decks. All seasonal plantings in the boxes must be removed and the area clear of debris by November 1.

J. Unit Owners/Tenants who do not maintain an area that they have planted will be assessed all expenses the Association incurs for cleanup, maintenance and /or removal costs.

19-A. PLANTING AREAS WILL BE AS FOLLOWS:

1. Townhouses and Garage Under Units (where applicable):

- a. Area immediately next to the front landing, an 18 inch strip along walkway.
- b. An 18 inch strip bordering deck. End units may use the side of the building, making sure to leave access to the utility closet.
- c. Area between the deck and bordering unit (just under back window) to the end of the deck, making sure to leave access to the water pipe. (This is approximately 8 x 10 feet to better clarify, to keep conformity, especially in back-to-back units).

2. Capes :

- a. Three foot strip around house.
- b. Seasonal planting is allowed along walks and driveways but are not to exceed 18 inches wide. All seasonal planting shall be cleaned up and discarded by November 1.

20. POOL AND COMMUNITY BUILDING

A. New owners/tenants must submit a pool registration form to the Property Manager before the pool is open for approval. Upon approval, one key fob will be issued for entrance to the pool area.

B. Each subsequent year all pool key fobs will be activated prior to the pool opening provided the unit owner's account is in good standing. Any unit owner not in good standing will not be allowed access to the pool, nor their guests or family members.

C. All unit owners, tenants and visitors enter the Community Building at their own risk and shall comply with any and all rules posted or found in the Rules and Regulations.

D. Pool hours will be communicated prior to the opening of the pool each year.

E. Two guests to the pool will be allowed per unit and must be 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 at least 14 years of age.

F. Persons under the age of 14 years must be accompanied by an adult (18 years or older). Residents between the ages of 14 and 17 years may use the pool without adult supervision but are not permitted to bring guests to the pool. If a person between the ages of 14 and 17 is responsible for a sibling under age 14 living in the same household, conditional approval may be given to bring the sibling to use the pool. Conditional approval will be granted by written request from the parents to the Property Manager, stating the names and ages of children in the home and giving their written consent. Conditional approval may be revoked at any time if the pool rules are not being followed.

G. Diving in the pool, horse play, ball playing, running and shoving in the pool area are not allowed and will be subject to revocation of pool privileges.

H. No pets or animals are allowed in the pool area except those that are necessary to assist persons with disabilities.

I. No glass containers are allowed in the pool area.

- J. No alcoholic beverages are allowed in the pool area.
- K. The use of wheeled vehicles or toys is prohibited in the pool area except wheelchairs or other similar vehicles to assist individuals with a disability.
- L. Safety flotation devices are allowed in the pool.
- M. The use of glass face masks is prohibited. Pool mattresses or snorkels will not be allowed if determined to be disruptive or the pool is crowded. Plastic goggles are allowed.
- N. Only proper swimwear may be allowed in the pool. Anyone not toilet trained must wear a diaper-like article of clothing specifically designated for swimming, in place of disposable diapers. No regular disposable diapers are permitted in the pool. If an accident occurs, please notify the Property Manager promptly so the pool can be shut down immediately and the pool can be disinfected to protect the health and safety of all residents.
- O. The use of sound equipment (radios, recorders, etc.) is not permitted in the pool area. Only individual personal listening devices with headphones will be permitted.
- P. There is no smoking within the gated area of the pool.
- Q. Island Shores Estates is not responsible for articles left in the pool area.
- R. Noisy and/or disruptive behavior in the pool is not permitted.
- S. After the pool has been closed for the season, no person shall be permitted in the pool area.
- T. Noncompliance with any pool rule may lead to suspension or termination of pool privileges and deactivation of the unit owner's key fob. Suspension or termination of pool privileges will be determined by the Property Manager. All grievances must be filed in writing to the Board of Directors.

21. QUIET ENJOYMENT

- A. No unit shall be used or maintained in a manner which interferes with the comfort or convenience of occupants of other units or with the provisions of the By-Laws or Declaration.

B. 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).

C. No business shall be operated on the premises without the prior permission of the Board of Directors.

22. SATELLITE RECEIVERS

A. Satellite receivers may be installed with the advance written approval of the Property Manager. The size, location and installation criteria can be obtained from the Property Manager prior to approval and installation. Unit owners will be fined and incur the full expense to repair any damage caused to common areas due to the incorrect location, size or installation of any satellite receiver.

23. SALE OF UNIT

A. The Property Manager must be notified of any sale prior to closing. The new owner shall provide the Property Manager with their name, address, telephone number, work telephone number, number of children, pets, and vehicles.

B. The seller or real estate broker must obtain a condominium fee statement prior to closing on the sale of any unit.

C. 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, without prior approval from the Property Manager.

24. SIGNS/POSTINGS/DISTRIBUTION/MAILING POLICY

A. No sign, notice, advertisement or illumination may be inscribed, placed or exposed on or at any window or any other part of the property, including mail houses, except those approved in writing by the Property Manager or be allowed by law.

B. Under no circumstances are any signs, notices or advertisements to be left on or attached to any personal property within the complex. Only Association notices or newsletters may be left on Townhouses or Capes, and will be hung on doorknobs or door handles of the unit.

C. Defacement of another's personal property is a serious violation and will result in a fine or other enforcement action as permitted by the Property Manager or Board as permitted by the governing instruments of the condominium association or applicable law.

D. Postings or notices that are approved in writing by the Property Manager may be posted for a two-week period in the mail houses only, 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 or property address of the contact person.

E. Postings or notices of a discriminatory, derogatory, offensive or inflammatory nature or tone are not permitted. Violations of these rules will result in a fine per each unapproved posting or other enforcement action as permitted by the governing instruments of the condominium association or applicable law. The Association further reserves the right to immediately remove any posting or notice which violates these rules.

25. SOLICITATION

A. Solicitation at Island Shores Estates is not permitted on the property unless authorized in writing by the Property Manager.

B. 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 prior written approval of the Property Manager.

26. SNOW REMOVAL POLICY

A. The snow removal policy for each year will be communicated via e-mail to all unit owners/residents prior to the winter season.

27. WINDOW TREATMENTS

A. All window treatments including but not limited to drapes, curtains, window shades or blinds should appear to be clean and in good repair. Towels and sheets should not be used as a permanent window treatment as they detract from the aesthetics of the community as a whole.

28. SPEED LIMITS

A. 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.

29. WINTERIZING UNITS.

A. Unit owners are responsible for winterizing their units.

B. Notify the Property Manager if your unit will be vacant while you are away for an extended period of time (beyond 7 days is recommended).

C. Unit owner/resident should maintain the heat set not below a minimum of 50F when away from your unit or your unit is vacant. It is also recommended to leave sink doors and entry hall closet doors open to allow heat to circulate within the unit. It is recommended that the unit owner/resident have someone frequently check on their unit while vacant to avoid any issues which may occur.

D. If noncompliance to the above recommendations causes damage to your unit or any adjoining unit, the unit owner will be held responsible for any damages, expenses, repairs, replacements, etc.

E. The unit owner/resident is responsible for snow/ice removal from the decks, steps, porches and sidewalks on the main walkway to their unit, even while away.

30. FORMS

A. All forms (pet registration, pool registration, vehicle registration, community building rental, lease, acknowledgement of receipt of Rules and Regulations etc.) can either be found on the website or contact the Property Manager for the appropriate form.

FINE STRUCTURE

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.

A. GENERAL FINE STRUCTURE

Violations of any of the above Rules and Regulations:

- | | | |
|----|----------------------------------|----------|
| a. | First Notification (1st notice) | Warning |
| b. | Second Notification (2nd notice) | \$100.00 |
| c. | Third Notification (3rd notice) | \$100.00 |

(Any notice required by this section shall be deemed given when it is given by email, in hand, or mailed to the unit owner by regular US. Mail, at the address listed with the Association).

B. The fine for leaving articles of any type in the common area is subject to a fine as outlined in A. An **additional \$10.00 fine per item** will be placed to recover the article. The \$10 recovery fee per item may be increased at the discretion of the Property Manager for continued violations of these Rules. Fines not paid or articles not recovered within forty-five (45) days will become the property of the Association and may be disposed of without written notification or compensation to the owner.

C. An automatic fine of \$100 will be imposed on any unit owner(s) who have not submitted a lease to the Property Manager prior to their tenant moving in. This fine may be levied monthly until the owner is in compliance.

D. Violation of the speed limit carries a \$100 minimum fine.

E. In addition to the fine in A above, if an owner/tenant leaves their holiday tree at a dumpster or anywhere on the property except the designated area, an additional \$25.00 fine will be imposed.

F, In addition to the fine in A above, anyone found leaving prohibited items at any dumpster will be responsible for the trucking and disposal fee for each item.

G. If any pet waste found on the property as matching a unit owner's pet via the Pet DNA kit, in addition to the fine in A above, the unit owner will be charged the cost of the DNA testing, for each sample tested.