

HI-SPOT CONDOMINIUM ASSOCIATION, INC

CONDOMINIUM RULES & REGULATIONS – Updated 4-13-21

The following rules have been established for the benefit of all owners of condominium units at Hi-Spot Condominiums. They are intended to contribute to preserving a clean and attractive environment and assuring the peaceful enjoyment of our community. They are also intended to protect and enhance the value of the property. These rules are not, in any way, designed to unduly interfere, restrict, or burden the use of the property. All residents and their guests are expected to abide by the following rules, which are meant to supplement the provisions of the Declaration and By-Laws.

Definitions of terms used in this document:

Renter: A person or person occupying a unit without the presence of the owner. All renters are expected to follow the terms of this document.

Guest: A person or persons visiting the association in the presence of the owner of the unit. The owner maintains all responsibility of his/her guests and they are expected to follow the rules outlined in this document.

1. **NUISANCE AND NOISE:** No use or practice shall be allowed which is an unreasonable source of annoyance to the residents of the condominium, or which unreasonably interferes with the peaceful possession or proper use of the Condominium by others. Owners, renters, and their guests will be expected to reduce noise levels **after 11:00 pm (until 8:00 am)** so that the neighbors are not disturbed. At no time are musical instruments, personal music players, or televisions to be so loud as to become a nuisance.
2. **LITTERING AND TRASH DISPOSAL:** There shall be no littering. All refuse and trash shall be deposited only in designated bins. **All trash must be contained in trash bags.** No trash (including dog waste and pizza boxes) is to be deposited in the receptacles outside of a standard sized garbage bag (grocery bags are not trash bags). Trash must be bagged and secured tightly before placing it in the trash bins. Under no circumstances are any trash items to be dropped or left on the ground or other Common Area. No garbage or trash shall be permitted to remain in the hallways or anywhere in public view. Trash that is not generated on the property shall not be deposited in community trash barrels.
3. **ADDITIONS TO EXTERIOR OF BUILDING:** Changes affecting the appearance of the exterior of any building, such as decorations, awnings, screens, sunshades, air-conditioning equipment, fans, deck, or terrace covers and enclosures, or similar changes, shall be made only with the consent of the Board. No television, radio, stereo system aerial or antenna, wiring for electrical or telephone use or other machine or equipment which would protrude from or be visible from the exterior of a unit shall be allowed except as presently installed, or upon authorization of the Board.
4. **VEHICLES:** No owner shall be entitled to maintain more than two vehicles, including not more than one truck, within the Condominium at one time. No motor or mini-bikes, snowmobiles, mobile homes, campers, motorized boats and trailers or other terrain vehicles will be parked or allowed to remain within the Condominium. An exception to the trailer rule will be granted for Jet-Ski rack owners for one 24-hour period during the launch and removal of Jet-Skis at the beginning and end of the season. This is with prior notice and approval of the Board via email or phone. No more than three (3) trailers will be on the property at a time. Permission is granted on a first-come, first-served basis. **Renters** will be entitled one vehicle for small/studio units and two vehicles for the larger units (#1,10,11,18) for the extent of their stay. Renters are not allowed to have trailers. Guest parking is available on a first-come first-served basis near the road. The Board has the right to ask anyone to remove extra vehicle(s).
5. **PARKING SPACES:** Parking spaces are not designated. Please be courteous to all and attempt to park in front of your unit.

6. GUESTS: Owners will be responsible for the behavior of their guests as well as members of their families. If occupancy by guests creates a nuisance to others, the Board shall have the right to request that the guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests.
7. CONSENT REVOCALBE: Any consent or approval of the Board given under these Rules shall be revocable at any time.
8. DELEGATION OF POWERS: The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules, to the manager or any other employee or agent of the Hi-Spot Condominium Association.
9. COMPLAINTS: Complaints to the Board or about the Board will be considered when presented in writing to the Board unless an emergency is present (**hispotcondos@gmail.com**). If the Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing within seven to ten (7-10) business days by the Board as to what action has been taken. Violators may be subject to fines.
10. AMENDMENT: These rules can be revised in any way, at any time, by the Board 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 our inconsistent with the Condominium Act, Declaration or By-Laws of the Condominium.
11. OUTDOOR EQUIPMENT: Sporting equipment, cooking equipment, lawn furniture, and other personal articles and equipment, when in use on the Limited Common Area, said equipment shall be maintained and used in such fashion as to meet the standards of the Association, as established by the Board from time to time.
12. OUTSIDE ACTIVITIES: Under no circumstances may a person do or permit anything within the Condominium which would be in violation of any regulation of the Fire Department or fire law, ordinance, rule, or regulation pertaining to the same, which now exists or is hereafter promulgated by and public authority or by the Board of Fire Underwriters. The parking areas, walkways, and entries shall not be obstructed or encumbered for any purposes. The designated fire pit in front of Unit 1 is to be used only by Owners; renters are not allowed to use this fire pit. It is the responsibility of the Unit owner to ensure that fire regulations are followed.
13. CLOTHES LINES: No clothing, laundry, rugs, or similar materials shall be hung or otherwise left or placed in or on Common Area. No such articles shall be hung from any window or exterior portion of a Unit or on the deck or terrace adjacent thereto to be exposed to public view. Only beach towels may be hung on deck rails, no clothes lines or clothes are permitted to be hung.
14. IMPROPER USE OF COMMON AREA: There shall be no use of the Common Area, which injures or scars the Common Area or the plantings thereon, increases the maintenance thereof, causes unreasonable embarrassment, disturbance, or annoyance to the Owners in their enjoyment of the property. Placement of lawn furniture, signs, flags, and other items in the common areas must be requested. Permission for such items and locations will be considered on a case-by-case basis by the Board.
15. HOUSE PETS: Unit owners may maintain cats, dogs, and other common household pets with the consent of the Board. If pets create noise, or in any way create a disturbance or unpleasantness, the Board will be forced to revoke its consent, in which case the pet must be and may be immediately removed. The Owner of a Unit where a pet is kept or maintained shall be responsible and may be assessed by the Board for any damages to the Condominium resulting from the maintenance of said pet. Each Owner shall indemnify and hold the Board and Hi-Spot Condo Association harmless against loss or liability resulting from pets. **Dogs and cats must be leashed and in full control of the Owner.** They will not be tied or left unattended in common areas, including walkways and stairways, and are not allowed to run free. **Dogs and cats will not be walked and allowed to relieve**

themselves on lawns, sidewalks, parking areas, or roadways. All refuse must be picked up immediately and disposed of by the owner. Guests of owners may bring a pet to the condominium if the Unit owner is present and makes sure the visitor follows the rules of the Association. All visitors' pets must be always leashed. Renters are not allowed pets. If they show up with a pet, the Board has the right to assess a fine of \$300 to the Unit owner. For every day the pet stays on the premises there may be an additional \$100 fine. You may pass the fine along to your renters in your lease agreement, but all fines are the responsibility of the Owners of the Unit.

16. **ADVERTISING:** No sign, signal, illumination, advertisement, poster, notice, or any other lettering shall be exhibited, inscribed, painted, attached, affixed, installed, or exposed on or at any window, exterior door, or on any part of the exterior of any Unit, or in or on the interior of any Unit if the same shall be visible from the exterior of such Unit. The only exception is "for sale" signs. There is a limit of three (3) professional realtor signs allowed at any time on the property and each sign must be approved by the Board. Signs may not be attached to the buildings; they may only be posted by the road. The Board has the right to assess a fine to the Unit owner in violation up to \$100 for each occurrence and an additional fine of \$25 per day after 7 days until the sign is removed.
17. **KEYS:** The Board shall retain a pass key to the Units. The Owners shall not alter any lock or install a new lock on any door leading to the Condominium without the prior written consent of the Board in each instance. If such consent is given, the Owner shall provide the Board with a key for the use of entry to the Unit. It is not intended that an Owner's privacy be intruded upon, and such key shall not be used except in a personal or property emergency, or for maintenance or repair of the Common Area.
18. **ILLEGAL ACTS:** No person shall do any act that conflicts with any applicable laws, ordinances, zoning and other governmental regulations and all applicable rules adopted by the Board nor commit any illegal or unlawful act in, upon or abutting the Condominium.
19. **MINIMAL UNIT TEMPERATURE:** Unit Owners of Units 12, 13, 14, 15, 16, 17 and 18 must set their individual Unit thermostats at a minimum of 50 degrees between November 1 and April 1.
20. **SNOW REMOVAL:** All Owners, residents and guests will be familiar and comply with the snow removal procedures and will cooperate with the Board and the contractors. Any vehicle that impedes snow removal is subject to immediate towing at the expense of the owner and without warning or notice. The authority to tow any such vehicle is specifically delegated to the contractor and the employees or other agents of the contractor.
21. **WIND CHIMES AND WINDSOCKS:** Wind chimes and windsocks are prohibited in common or limited common areas, including decks, balconies, and patios.
22. **BIRD FEEDERS:** Bird feeders and other animal feeders are prohibited in common or limited common areas, including decks, balconies, and patios.
23. **YARD SALES:** Yard sales, tag sales, garage sales and other similar activities are prohibited except as authorized by the Board.
24. **EXTERIOR DECORATIONS:** Exterior decorations are not allowed. No lights are allowed on the exterior of doors, windows and sliders unless authorized by the Board. Placement of lawn furniture, signs, political flags, and other items in the common areas must be requested with exception to the American Flag which must be flown following proper protocols. Permission for such items and locations will be considered on a case-by-case basis by the Board.
25. **PLANTERS AND FLOWERPOTS:** Planter and flowerpots may be placed on balconies, decks, and patios. Fruit and vegetable plants must be Board approved. Planters and flowerpots will not be placed on the top of any balcony,

deck, or patio railing without Board approval. The hanging of planters and flowerpots must have Board approval. Plants must be maintained so they do not litter on common or limited common areas, including balconies, decks, and patios. Any dead or diseased plants must be removed by the responsible Owner or resident.

26. **OUTDOOR GRILLS:** The storage and use of outdoor grills will be in full compliance with all applicable state and local laws, ordinances, and regulations. If said laws, ordinances, and regulations conflict with the rules and regulations of the Association, the more restrictive will always apply. **The use of outdoor grills is not allowed on the Motel decks and must be ten (10) feet from the Motel structure. No use of grills in the parking lot.** Outdoor grills must always be attended by an adult while in use. Recognizing the hazards inherent in the storage and use of outdoor grills, the Unit owner is responsible for storing or using such grill assumes responsibility for all damages resulting from said storage and use.

27. **RESALES:** It is the obligation of the current Unit Owner to notify the Board of a pending sale of a unit. The seller is to provide the buyer with one current copy each of the Declaration of Hi-Spot Condominiums, the By-Laws of Hi-Spot Condominiums and these Rules and Regulations prior to closing. It is the obligation of the new unit owner to notify the Board of the purchase of a unit.

28. **RENTALS:** **Only one (1) rental per seven (7) day period is allowed.**

Short term rentals any rentals less than 180 days) require approval from the City of Laconia. **A current copy of the permit from the City must be held on file with the Board.** Failure of unit owners to comply with the Association's Rules & Regulations, as well as the City's regulations will be reported to the City.

Unit owners are responsible for paying a \$25 rental fee to the Association. Unit owners shall advise the Board of the rental of their unit and will provide the Board with the name of renters, number of adults/children that will occupy the unit and a description of the car. Unit owners will provide a copy of the rules and regulations to the renter.

Unit owners will include the following in the lease agreement:

This lease is subject to all provisions of the Declarations of Hi-Spot Condominiums, the By-Laws of Hi-Spot Condominiums and these Rules and Regulations ("Condominium Instruments"). In the event of a conflict between this lease and the Condominium Instruments, the Condominium Instruments take precedence.

Online listings for rentals must include a copy of the Hi-Spot Rules & Regulations. When a renter agrees to the listing agreement online, it will serve as a notification the renter has read the renters Rules and Regulations and has accepted the terms.

Unit owners renting with a dock will provide a copy of the renter's boat registration and current insurance to be held on file with the Board.

Renters are permitted one parking spot for small/studio units and two parking spots for the larger units (#1,10,11,18). The Board has the right to ask renter to remove extra vehicle(s).

It is the owners' responsibility to plow, shovel & sand walkways and stairs used by their tenants.

If any of these rental rules and regulations are not followed, the Board has the right to assess a \$300 fine for the first occurrence, a \$500 fine for the second occurrence and the Board may no longer allow you to rent your unit for a third occurrence.