

10. BOATS & KAYAKS

DRAFT – 3/31/11

Small Boats:

Small boats (such as kayaks and canoes) may be stored in the provided racks only. Storage of boats in the carports is not permitted. Storage space is limited and is on a first come / first served basis. The Directors have the right to refuse additional storage if, in their opinion, it will cause potential problems (such as snow removal). The Association can request periodic resident registration of kayaks and the like. A minimum registration period of 60 days will be provided. After the registration period has passed the Association can have any unregistered items removed from the property.

Trailer Mounted Boats:

Space for larger boats and associated trailers is limited and is on a first come / first served basis. Boat storage privileges can be refused or revoked by the Directors for any reason, at any time.

Larger, trailer mounted, boats must meet the following criteria to be stored on the premises:

- a) Must belong to current unit occupants
- b) Must have a valid NH registration number
- c) Must be registered at the condominium office
- d) Must be no greater than 20 ft long; as listed on boat registration or as measured from tip to tail, (excluding motor).
- e) Trailers must be road worthy, single axle only and their length from hitch to axle must be no greater than 16 ft, to fit within parking spaces.

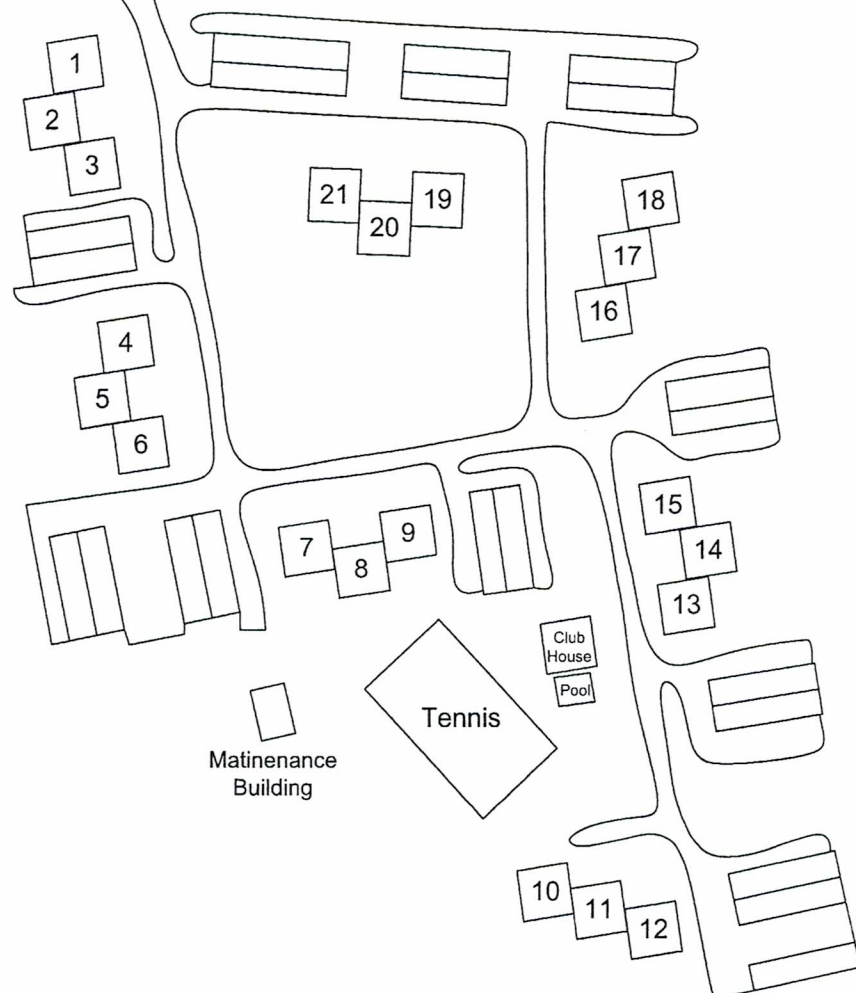
Boat Trailer Storage:

Hitches / trailer support legs may not be in direct contact with pavement and must be placed on sturdy support blocks or plates with minimum footprint dimensions of 8" by 8" to prevent damage to the pavement. Failure to do so may result in a fine to cover repairs.

All trailers must be pushed as far back as possible at all times to provide room for vehicles to safely maneuver in and out of the carports and permit snow removal during the winter. The association is not responsible for damage caused to trailers or boats, including damage caused by snow removal.

The Association can request periodic boat registration reviews, requiring all onsite boats to be re-registered at the office. A minimum registration period of 60 days will be provided. After the registration period has passed the Association can have any unregistered items removed from the property.

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Area charges owed by the particular resident or residents. In the case of persistent violations by a resident, the Directors shall have the power to require such resident to post reasonable bond to secure adherence to said rule and regulation, or the Declaration of Condominium By-Laws, or the said Unit Deed.

50. WINDOWS

Window frames and building exterior are common area property and so should not be altered. Windows should not be replaced without Director approval. Contact the Management Office for recommended window replacement companies. Unit windows must be new-construction windows (not replacement windows) with a similar appearance to the existing windows. Window replacement is the responsibility of the owner.

immediate removal of the items at the owner's expense

48. UTILITY TRAILERS, CAMPERS, ETC

Space for utility trailers, popup campers and the like is limited and is on a first come / first served basis. Storage privileges can be refused or revoked by the Directors for any reason, at any time.

At a minimum, the following requirements must be met for these items to be permitted onsite:

- a) Must belong to current unit occupants
- b) Must have a valid NH registration / license plate
- c) Must be registered at the condominium office
- d) Trailers must be road worthy, single axle only and their length from hitch to axle must be no greater than 16 ft, to fit within parking spaces.

Storage:

Hitches / trailer support legs may not be in direct contact with pavement and must be placed on sturdy support blocks or plates with minimum footprint dimensions of 8" by 8" to prevent damage to the pavement. Failure to do so may result in a fine to cover repairs.

All trailers must be pushed as far back as possible at all times to provide room for vehicles to safely maneuver in and out of the carports and permit snow removal during the winter. The association is not responsible for damage caused to trailers or boats, including damage caused by snow removal.

The Association can request periodic registration reviews, requiring all onsite trailers, campers, etc to be re-registered at the office. A minimum registration period of 60 days will be provided. After the registration period has passed the Association can have any unregistered items removed from the property.

49. VIOLATIONS

Violations of any rule or regulation, or the breach of any provisions of the Declaration of the Condominium By-Laws, or of the offending Unit Owner's Deed, shall give the Directors the right, in addition to any other legal rights, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Directors shall have the power to levy fines against residents and unit owners for such violations. No fine may be levied for more than two hundred dollars (\$200.00) for any one violation (except as to pets), but each day of a violation may be considered a new violation. Collection of fines may be enforced against the residents involved as if the fine were Common

(a) Written Documentation:

Except in the case of any emergency, all requests for repairs or other work to Common Areas (including, but not limited to, repairs to roofs and foundations, and comments regarding the quality of vendor services), and all other complaints, inquiries, or reports of rule violations must be in writing and addressed to CEDARS OF PORTSMOUTH CONDOMINIUM ASSOCIATION.

Please direct all written communications to the management office.

(b) Emergency and Telephone Communications:

The Association / Management Office is typically open Monday – Friday from 9:00 AM to 5:00 PM. Phone: (603) 431-1163

On weekends, and after office hours, emergency service is available. Contact the office during an emergency at (603) 431-1163 for details in obtaining emergency maintenance support.

45. SWIMMING POOL

Regulations posted in the pool area or otherwise provided by the Association are for your safety and must be strictly observed.

46. TENNIS COURTS

The hours of use for the tennis courts shall be 9:00 AM to sundown, daily, weather permitting. Playing time is limited to singles: one hour, doubles: one and one-half hours.

The tennis courts are for resident use only. Each unit is allowed up to three (3) guests for the use of the tennis courts, provided however, that the guests are not permitted to monopolize a court. COURTS ARE LIMITED TO THE PLAYING OF TENNIS ONLY.

The tennis courts are locked when not in use. Residents may obtain a key from the Management Office. Note a refundable deposit is required.

47. TRASH REMOVAL / DUMPSTERS

- (a) All trash must be wrapped (in paper / plastic bags), and put into, not onto or around, the dumpsters
- (b) Areas in front of dumpsters are not to be obstructed at any time, in any manner
- (c) All cardboard boxes, carton, and the like must be broken down and flattened before being placed in the dumpsters
- (d) No furniture, bedding, appliance or large household items or construction materials shall be placed in or around the dumpsters at any time

Violations of the aforementioned rules in this section will result in the

Solicitors are not allowed on the premises. Please do not let anyone in, however worthy the cause. Call the Management Office or the police if you are being bothered or harassed.

Residents are encouraged to bring specific security concerns to the attention of the Board of Directors.

Recommendations When Going Away:

- 1) Close and lock all windows and doors to your unit;
- 2) Notify the Post Office or have a neighbor hold your mail;
- 3) Inform your neighbors (community participation is one of the advantages of condominium living); utilize a light timer if you have one.

42. SELLING A UNIT

Unit owners may not display "FOR SALE" (or similar) signs, or any other form of advertising, in the window(s) of their unit(s).

In order to provide a smooth transition of ownership, any unit owner selling his/her unit should follow this procedure:

- 1) Inform the Directors, in writing, of the sale and closing date
- 2) Provide the Association with the new owner's name, address and phone number(s)
- 3) Provide the new owner with all documents relating to condominium policies and regulations
- 4) Request a certificate of condominium fee payment from the Management Office. If all is in order, it will be signed by two directors, and notarized
- 5) Provide the Association with your forwarding address

43. SMOKING

Smoking is permitted outdoors and within individual units only. Smoking in the Club House, Tennis Courts, Pool or common indoor areas such as hallways is not permitted. Cans are provided for disposal of cigarette butts and should be used. Failure to properly extinguish and dispose of cigarette butts may result in a fine for littering or other appropriate fees.

Consideration should be given when smoking near unit buildings to prevent cigarette smoke from entering and bothering another resident.

44. SUGGESTIONS / REQUESTS / COMPLAINTS

A Condominium differs from single-home ownership in a number of ways; one of the most important being the manner in which Common Area (please refer to the Cedars of Portsmouth Master Deed for the definition of "Common Areas") problems are addressed. The following is a guideline to the procedure for requesting repairs or modifications to "Common Areas", and making inquiries as to other concerns of Unit Owners / Residents.

arrangements with the maintenance staff.

It is the unit owner's responsibility to remove from the premises, all debris related to their own improvement efforts and renovations. Debris should not be thrown in the dumpsters. The waste management company will not take large items such as sinks, or long pieces of wood, hazardous materials such as boards with nails sticking out, or open containers of plaster and broken glass.

The Association has the legal power to assess a unit owner the cost of trash removal, above and beyond routine trash collection.

Please also refer to the sections pertaining to flooring and window modifications for more information.

40. RENTING A UNIT

Owners may not display a "FOR RENT" (or similar) sign in the window(s) of their unit(s).

Make certain that the particulars of a lease are understood and agreed upon by both lessee and lessor, and are within the guidelines of the Association, and Condominium documents.

Renters must abide by the rules and regulations of the Association. Unit owners will be asked to start eviction proceedings should any renter fail to do so.

The Association can provide services to Unit Owners to assist them with renting vacant units. These services include showing of vacant units to prospective renters. Please contact the Management Office for more information. The Management Office has the right to refuse showing any units if the unit, in their opinion, will reflect poorly upon the Cedars Property as a whole (such as unclean units or units in need of repair). Unit Owners are not required to use these services.

41. SECURITY

SECURITY SHOULD BE A TOP PRIORITY TO ALL RESIDENTS. For your own, and everyone else's safety, please cooperate fully with all building rules. Emphasize to visitors and family members the importance of maintaining security.

DO NOT GIVE OUT COPIES OF BUILDING KEYS. If your keys are lost or stolen, please advise the Management Office immediately so locks can be changed if needed.

USE THE INTERCOM SYSTEM. Do not buzz anyone in the door unless you are certain who it is.

DO NOT HOLD THE FRONT/BACK DOORS OPEN FOR STRANGER AND NEVER PROP THE FRONT OR BACK SECURITY DOORS OPEN, AND LEAVE THEM UNATTENDED.

- (d) If containers are full, please do not leave your recycling items on the ground or on top of the recycling containers. Either save them for another time or dispose of them in the dumpsters
- (e) Plastic & metal items must be loose in the containers, not bagged.
- (f) Plastic bags should not be placed in the mixed paper container
- (g) For glass, only clear, brown, or green food & beverage containers are recyclable

38. RESIDENT'S RIGHT TO HEARING

Any resident, owner, guest or occupant aggrieved by any fine or penalty imposed by the Directors shall have the right to a hearing before the Board of Directors, provided that said resident requests a hearing in writing within ten (10) days of the grievance. Said hearing shall be held within twenty-one (21) days of receipt of the written request for hearing, and shall be conducted in closed session. The Unit Owner is required to attend this hearing.

39. RENOVATIONS / IMPROVEMENTS

Residents are reminded of the requirements of Article VI, Section 3 (c) of the By-Laws relating to Notice of Owner's Improvements, which requires the Board be notified of unit improvements that exceed One Thousand Dollars (\$1000.00).

Because renovations that involve the alteration of partition walls, wiring, plumbing, ceilings and floors can affect other units, owners are required to seek the advice of a qualified expert before making any such changes, and are required to obtain the Directors approval for such work. This precaution will protect your interests and those of your neighbors.

The structure of all common and exterior walls is common area property. Any proposed renovations to a unit that involve removal or restructuring of common area property must be submitted in the form of a construction document to the Directors for approval. A building permit must be issued for those specific renovations. The Management Company must be provided with a certificate of insurance from all contractors BEFORE work begins.

Plans for any electrical or plumbing system modifications are required by the Directors. All work must be done by a licensed plumber or electrician. A permit and certificate of insurance must be issued for this work.

No modifications can be done which will affect the outside appearance of the buildings, including the roofs and windows without the Directors' approval.

Owners are responsible for any damage to common areas caused by outside contractors. Workers must adhere to Condominium security measures. If you cannot be present to supervise, please make

- (l) Upon written complaint of any resident to the Board of Directors that a pet kept in any unit, or within the Condominium is a nuisance, the Board may prohibit presence of said pet within the condominium. No such action of the Board shall be taken without a meeting, at least three (3) days written notice thereof to the resident responsible for such pet, and the opportunity at the Board meeting for the resident responsible for the pet to be heard.

36. PLUMBING REPAIRS

The Association assumes the responsibility for plumbing repairs to common connecting pipes and drains, and for clogged drains affecting just one unit in cases where the clogging is clearly due to general use of the drains by all units, and no negligence on the part of the resident is evident. The Association requests that residents do not use caustic drain cleaners, such as Drano. Damage resulting from the use of such cleaners will be the responsibility of the resident. Drainage problems should be handled with a plumber's snake device.

Repairs to the pipes and fixtures which directly service a single unit and connect it with common pipes and drains are the responsibility of the resident.

Upon discovering a plumbing problem, the occupant should contact the maintenance staff for assistance. The staff will help arrange a plumber, and the Directors will determine whether the unit owner or the Association must pay the bill. In cases of emergency leaks, repairs will be made by a plumber and, if appropriate, will be billed to the unit owner. No plumbing expenses will be reimbursed by the Association.

Plumbing repair work occasionally requires water shut-off. Shut-off valves service all units in each cluster; there are no individual shut-offs. In the event that a water shut-off is required, the other units in the plumbing cluster will be notified prior to repairs, except in an emergency situation.

37. RECYCLING

Recycling of many paper, plastic, glass and metals items is available. Containers have been placed near the overflow parking area dumpster. Separate containers are provided for the different types of recycle, please pay close attention and place the appropriate material in each container. Below are some basic guidelines.

- (a) All glass & metal containers must be clean and free of food scraps or other contaminants
- (b) Corks, tops, rings, etc should be removed and disposed of in the regular trash
- (c) Containers & boxes should be crushed/flattened to allow for more room in the container

Directors' Pet Registration Certificate.

- (d) No pet is to be allowed in the common areas (hallways, yards, grounds, etc.) except under direct supervision and control (hand-held leash) of the pet owner. Pets may not be confined to Common Areas by chains, anchors, ropes or the like.
- (e) Owners must clean any mess left by pets in the common areas, including yards, walkways, etc.
- (f) Any resident who witnesses a violation of the aforementioned rules must send a written notification (complaint) to the Management Office detailing the offense. The complaint must be signed by the resident issuing the complaint.

Upon receipt of a signed complaint, a Management Office representative will immediately send a written notice of the violation to the pet owner and/or unit owner. Pet owners are entitled to review all written notices regarding their pet. The name of the complainant will not be disclosed.

- (g) Residents shall prevent their pets from becoming nuisances to adjoining residents, including but not limited to noisy pets. At no time shall pets be permitted to disturb the peace of any other resident.
- (h) Any resident who violates the aforementioned rules/regulations of this section is subject to specific action based upon the following criteria:

1 st , 2 nd Offense	- Written warning
3 rd Offense	- \$25.00 fine
4 th Offense	- \$50.00 fine
5 th Offense	-\$100.00 fine and subject to pet removal

All fines are payable to Cedars of Portsmouth, and all offenses are cumulative over a 12-month period.

- (i) Pet owners are required to control their pet(s). Any charges incurred by management as the result of damages caused by a resident's pet, will be charged to the unit owner. The owner of a pet assumes full liability for all damage to all persons or property, and to the Condominium Trust caused by such pets.
- (j) Condominium owners who lease/rent their unit are liable for any violations of the pet rules and regulations by their tenants. Unit Owners are liable for damaged caused by animals owned by the guests, residents or other occupants.
- (k) The unit owner shall indemnify the Condominium Trust, and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from, or growing out of, having any pet animal in a unit or other portions of the Condominium.

- (d) Usage of the carports and parking spaces for purposes other than parking is prohibited (e.g. storage of furniture, automotive repair, furniture refinishing, boat building, etc.).
- (e) The unassigned parking spaces which are part of the Common Areas of the Condominium shall be shared by all residents and their guests on an unreserved basis. No vehicles shall be parked so as to block access to any roadway or parking area.
- (f) No vehicle is permitted to park in designated fire lanes or restricted parking lanes, or in any other part of the Common Area where parking is not authorized.
- (g) All residents' vehicles must be registered with the Management Office within seven (7) days of unit occupancy or vehicle acquisition. A Cedar's parking decal is required to be displayed from the rear window of all residents' vehicles.
- (h) All vehicles shall be parked in designated and paved parking areas only. At no time shall any part of any vehicle be parked on grass, or any Common Area that is not paved and/or designated as an approved parking area. THE PARKING OF ANY VEHICLE ON CONDOMINIUM ROADWAYS IS STRICTLY PROHIBITED.
- (i) Motor Cycle / Scooter kickstands must be placed on a protective plate during storage to prevent damage to the pavement. Plates shall be at a minimum 4" x 4" square.
- (j) No vehicle is allowed to obstruct access to the dumpsters, Common Area walkways, fire hydrants, or carport entrances.
- (k) Parking directly in front of the Club House is reserved for Club House use only. No overnight parking is permitted.
- (l) In instances where vehicles using the parking and facilities of the Condominium do not comply with the forgoing provisions of this section, or in the case of unregistered vehicles, the Board of Directors is authorized to allow the towing of non-complying vehicles at the expense of the owners or such vehicles. This includes the removal of vehicles from carport spaces. PRIOR WRITTEN NOTICE OF A VIOLATION IS NOT REQUIRED TO TOW VEHICLES WHICH ARE PARKED IN DESIGNATED NO PARKING AREAS.

35. PETS

- (a) No dogs are allowed on the Cedar's property.
- (b) The Directors may insist upon permanent removal of a pet which the Directors, in their sole discretion, determine interferes with the rights and safety of other unit residents, or in other ways is undesirable.
- (c) All pets must be registered with the Management Office within seven (7) days of unit occupancy, or pet acquisition, and receive Board of

and the registration numbers of all occupant's vehicles (limited to two (2) vehicles per unit) within seven (7) days of commencement of a lease, or occupancy of said units(s). If such registration is not completed, the owner shall be fined \$25.00 / day.

All Owners are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulations by said tenant(s).

Owners shall protect the rights of residents in units adjoining the rental property by enforcement of all rules and regulations.

32. OFFENSIVE ACTIVITY

No noxious or offensive activity shall be carried on in any unit, or in the Common Areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become, an annoyance or nuisance to other residents or occupants. No resident, guest or other occupant shall make or permit any disturbing noise by himself/herself, or by his/her family, servants, employees, agents, visitors, licensees, or pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts, or conveniences of the other residents.

33. PAINTBALL & SIMILAR SHOOTING GAMES

The use of paintball guns, BB guns, pellet guns and similar shooting games are not permitted anywhere on Association property.

34. PARKING

Except with the prior written approval of the majority of the Board, the following restrictions and regulations shall apply to the use and occupancy of carports and parking spaces at the Condominium.

- (a) The carports and parking spaces may be used only for parking of an approved vehicle. An "approved" vehicles shall include: (1) Any conventional passenger vehicle which either bares no advertising signs, or which bears signs or apparatus which meet the design standards of the Board of Directors; (2) vehicles which are fully registered in accordance with applicable statutes and regulations.
- (b) No trucks, commercial vehicles, vans, boats, recreational vehicles, junk vehicles, campers, trailers (whether capable of independent operation or attached to automobiles or other vehicles), unregistered vehicles, and the like may be parked unless written consent of the Board of Directors is first obtained.
- (c) Residents are allowed only two (2) vehicles per Condominium unit; only one (1) vehicle is allowed in each parking space. Motorcycles may be permitted in addition to two traditional vehicles provided they are parked in the same parking space as the other vehicles assigned to that unit. Use of a third parking space by any unit for a vehicle or motorcycle is not permitted.

26. MANAGEMENT OFFICE

The Association / Management Office is located in the Club House and is typically open Monday through Friday from 9:00am to 5:00pm.

Phone: (603) 431-1163

Fax: (603) 430-8985

The mailing address is:

Cedars of Portsmouth Condominium Association
2200 White Cedar Boulevard
Portsmouth, New Hampshire 03801

27. MAXIMUM OCCUPANCY

The maximum occupancy for any unit is four (4) residents for a two-bedroom unit and two (2) occupants for a one-bedroom unit.

28. MEETINGS (BOARD OF DIRECTORS)

The Board meets on an as needed basis, throughout the year. The purpose of these meetings is to review the current budget, review upcoming projects, and discuss issues.

29. MOVING IN OR OUT

A non-refundable, damage deposit of \$30.00 to the Condominium Association is required for all move-ins. The damage deposit is due and payable prior to any move-in.

Please notify the Management Office when any move is planned so they will be aware of movers authorized to be in the buildings. Tenants/owners are responsible for workmen's and mover's conduct on condominium property, including cleanups and the locking of doors. No blocks should be inserted in the door hinges.

30. NOISE

The volume of television sets, radios, game systems, musical instruments and the like should be turned down from 11:00 pm to 8:00 am in accordance with the law, and should always be kept at a level which will not annoy the occupants of neighboring units. Pet owners are responsible for keeping their pets quiet.

Occupants are responsible to keep the noise from any social gathering / guest(s) to an appropriate level, whether inside their unit or in the common areas.

31. OWNERS (OFF AND ON-SITE)

All unit owners must register the names, addresses, and phone numbers (work/home) of all occupants of their unit(s) (including children and pets),

considered combustible and/or hazardous by the Portsmouth Fire Department or other government agency.

Coverage for the common areas is purchased by the Board of Directors with funds from the maintenance fees. We are currently (at the time of this update) covered by the Vermont Mutual Insurance Company, Brattleboro, Vermont and our agent is the Foy Insurance Agency in Exeter, New Hampshire. They may be reached at 964-4080 or 772-4781.

The By-Laws require that each unit owner carry liability insurance at his/her own expense. Owners must make sure that their policy and the common area policy are well matched to avoid substantial gaps or overlaps in coverage between the two.

Tenants may wish to take out Renters Insurance to protect their possessions.

23. LAUNDRY

No resident shall hang laundry, rugs, drapes and the like from any unit, or any appurtenance of a unit (patio or deck railings, windows, doors, etc.).

The laundry area in the Club House contains coin operated washing machines and dryers. They should not be used for dyeing or dry cleaning, and the room and machines should be kept clean as a courtesy to other users.

24. LITTERING

Littering of any sort, including cigarette butts, is not permitted anywhere in the common areas including yards, carports, hallways, the pool, Club House, etc. Any resident caught leaving trash or other litter will be fined. Residents are responsible for trash left by their guests.

25. MAINTENANCE

Maintenance follows a weekly schedule of work designed to maintain the property at a high standard of internal and external cleanliness, appearance and repair. Maintenance also works on special projects as time allows.

Maintenance is available to respond to all residents in cases of emergency and provide assistance as appropriate. In the event that immediate maintenance assistance is required contact the Management Office (even during off hours). Please note, a resident accidentally getting locked out of his or her unit does not constitute an emergency. Maintenance can help you regain access to your unit but a fee may be assessed.

Because the maintenance of our common area property is a full-time job, time does not typically allow for maintenance to handle repairs within individual units.

EVACUATION OF THE ENTIRE 3-BUILDING CLUSTER, TO WHICH THE FIRE DEPARTMENT WILL RESPOND. The Portsmouth Fire Department bills the Association for multiple false alarms in a 6-month period. False alarms will be charged to the unit initiating the alarm.

19. EXTERIOR DECORATIONS, LIGHTS, FIXTURES AND SIGNS

No modifications may be made to the architectural and structural elements of the buildings or the exterior of the units without prior Board approval. Residents shall not place, replace or change any decoration, light fixture, or sign on the exterior of their unit, including exterior doors, decks, patios, or balconies. This rule prohibits the drilling of holes and the use of nails to hang exterior fixtures. Residents are encouraged to bring concerns relative to lighting to the attention of the Board. At no time may any appliance, electrical cord, water hose or the like be used or extended from inside a unit to the exterior of a building (excluding ancillary use).

This rule does not prohibit UNIT OWNERS from installing dead-bolt locks, or locks of similar nature or design. Unit Owners must submit a set of keys for each unit they own at the Condominium to the Management Office for emergency purposes, particularly when locks are changed.

Residents / Owners may not display "FOR SALE", "FOR RENT", or similar signs or advertisements of any kind in the windows of their units or vehicles.

20. FLOORING

All flooring replacements or modifications (for example installing wood flooring) must be done by professional flooring companies. Poorly installed flooring may result in safety hazards for the occupants and noise issues in the surrounding units. Floor modifications are the responsibility of the owner and failure to ensure proper installation may result in the removal, repair or replacement of the flooring at the owner's expense. Contact the Management Office for recommended installation companies.

21. GRILLS

ONLY electric barbeque grills may be used on unit patios and decks. Propane/gas grills must be used on the ground, a safe distance from the buildings (a minimum of 10 feet from buildings, trees or bushes). Grills should be controlled and attended at all times. Excessive smoke, which annoys residents, is prohibited.

22. INSURANCE

No resident shall use his or her unit in such a fashion as to result in the cancellation of insurance or an increase in the cost of insurance for the Condominium. This rule includes but is not limited to; the storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gunpowder, explosives, creosote, and all other materials

reasonable personal information, which the Directors deem is needed to administer the Condominium.

17. DECKS / PATIOS

Decks and patios shall be kept in an orderly fashion at all times. Decks and patios are intended for customary patio or deck furnishing only. Residents shall not use patios and decks for the storage of personal property or in any other way, which, in the opinion of the Board, detracts from the appearance, maintenance or safety of the Condominium.

ALL DECKS MUST BE REASONABLY CLEARED OF SNOW AND ICE AT ALL TIMES TO MINIMIZE POTENTIAL WATER/ICE DAMAGE TO THE STRUCTURE.

Plants

The Directors reserve the exclusive right to determine if container plantings on private patios or decks are of good taste and keeping with the character of the Condominium. Unsatisfactory plantings shall be removed.

Birdfeeders

The Association does not permit bird feeders to be attached to the unit decks or to the residential buildings. Birdseed residue and bird droppings can become a nuisance to neighbors. The feeders also attract rodents and other animals to the buildings.

Netting / Flexible Fence

Temporary flexible netting can be installed on decks for safety purposes (for children or pets). Consideration of appearance should be made when selecting and installing the material. The management reserves the right to request removal or replacement of netting that detracts from the overall appearance of the building.

Flags

Only the flag of the United States of America can be displayed outside of a unit and it must be displayed appropriately. Flags representing other countries, states, sports teams and the like are not permitted to be displayed external to any unit.

18. DETECTORS (SMOKE & HEAT)

All units must have a heat sensor alarm placed just inside the unit door, and a smoke alarm placed near a bedroom door. The heat sensor is hardwired into the building's alarm system; the smoke detector is not. If your smoke alarm goes off during a safe but smoky cooking experiment, open the windows until the unit is cleared of smoke – DO NOT OPEN THE UNIT'S HALLWAY DOOR. THIS WILL PERMIT THE SMOKE TO SET OFF THE ALARM SYSTEM IN THE HALLWAY REQUIRING

Separate rules/regulations and reservation forms for rental of the Function Room for private parties are available at the Management Office.

13. COMMITTEES

Committees will be formed as needed to address topics, do research and assist and advise the Directors. All interested unit owners/residents are invited to become members of, or organize new committees for specific projects or concerns. Committees will meet on their own schedules and report when necessary to the Directors.

14. COMMON AREAS

Common Areas are detailed in the By-Laws and Master Deed. They include entryways, hallways, stairways, landings, walkways, front and back yards, exterior walls, roofs and window frames. At no times may common areas be altered without the consent of the Directors.

Common Areas (especially entryways, hallways, stairways and landings) shall be kept in an orderly fashion and be kept clear at all times. No personal property may be stored in common areas. Management may have objects removed from common areas. The residents or owners will be charged a disposal fee.

The landscaping is particularly fragile. Blossoms, berries, buds and the like should be left on the trees. Residents may weed common area gardens but Directors' permission is required to cut back or remove any landscaping.

The grounds of the Common Areas are for the responsible use and enjoyment of all residents of the Cedars of Portsmouth Condominium, subject to any reasonable restrictions imposed by the Board of Directors. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the Common Areas without prior Board approval.

To request a more than temporary use of the Common Areas refer to the Complaint / Inquiry Procedure Section of this manual.

15. DIRECTOR DISCRETION

The Directors shall have the right to relax or withhold enforcement of any rule or regulation which, in the opinion of the Directors, would impose a hardship on any or all residents, or which, under the circumstances would be unfair or impractical to enforce.

16. COOPERATION WITH THE DIRECTORS

All residents are required to cooperate with the Directors in regard to their reasonable requests, which are intended to assist in the administration of the Condominium. This rule includes, but is not limited to, the supplying of

- d) Must be no greater than 20 ft long; as listed on boat registration or as measured from tip to tail, (excluding motor).
- e) Trailers must be road worthy, single axle only and their length from hitch to axle must be no greater than 16 ft, to fit within parking spaces.

Boat Trailer Storage:

Hitches / trailer support legs may not be in direct contact with pavement and must be placed on sturdy support blocks or plates with minimum footprint dimensions of 8" by 8" to prevent damage to the pavement. Failure to do so may result in a fine to cover repairs.

All trailers must be pushed as far back as possible at all times to provide room for vehicles to safely maneuver in and out of the carports and permit snow removal during the winter. The association is not responsible for damage caused to trailers or boats, including damage caused by snow removal.

The Association can request periodic boat registration reviews, requiring all onsite boats to be re-registered at the office. A minimum registration period of 60 days will be provided. After the registration period has passed the Association can have any unregistered items removed from the property.

11. CARPORTS & STORAGE AREAS

Carports are to be used for the parking of approved vehicles only (refer to the Parking section for a description of approved vehicles), not an extension of the storage rooms. Furniture, appliances, large household items, etc. may not be stored in the carports. Such items will be removed by the association and the resident or owner shall be charged for any disposal costs incurred.

No flammable or hazardous items should be stored in the storage areas at any time. This includes paint thinner / stripper, shellac, rags soaked in flammable materials, etc.

12. CLUB HOUSE

The Club House hours are from 9:00am to 9:00pm, daily. Residents are welcomed to use the Club House facilities, which include:

- Function Room (lounge and kitchen)
- Fitness Room (Fitness Equipment and Sauna)
- Laundry Room (washers; dryers, standard size)

Children sixteen (16) years of age and under must be accompanied by an adult family member over eighteen (18) years of age in order to use the Fitness Room. Proper gym attire is required when using the equipment (no street clothes or shoes). The Sauna is restricted to adults over the age of eighteen (18) years.

payment and non-payment. Failure to pay association fees may result in foreclosure.

8. ATTORNEY'S FEES AND COSTS

Any resident, owner, guest or occupant who violates the rules and regulations (as the same may be amended and adopted from time-to-time), or the provisions of the Declaration of Condominium By-Laws, or the Unit Deed, or is responsible for any such violation, shall pay all costs and expenses incurred by the Board, including, without limitation, reasonable attorney's fees, in connection with the enforcement of the rules and regulations, Declaration of Condominium By-Laws or the said Unit Deed. Payments by residents shall be applied towards attorney's fees, and fines before being applied to the satisfaction of any other obligation.

9. BICYCLES

Bicycles may be kept in your units, or in your storage area. They must not be kept in the hallways, or other common areas (stoops, walkways, front/back yards, shrubbery, etc). Care should be taken not to damage walls or doors during transport in and out of units.

Riding bicycles on the lawns and sidewalks of the Condominium is strictly prohibited.

10. BOATS / KAYAKS

Small Boats:

Small boats (such as kayaks and canoes) may be stored in the provided racks only. Storage of boats in the carports is not permitted. Storage space is limited and is on a first come / first served basis. The Directors have the right to refuse additional storage if, in their opinion, it will cause potential problems (such as snow removal). The Association can request periodic resident registration of kayaks and the like. A minimum registration period of 60 days will be provided. After the registration period has passed the Association can have any unregistered items removed from the property.

Trailer Mounted Boats:

Space for larger boats and associated trailers is limited and is on a first come / first served basis. Boat storage privileges can be refused or revoked by the Directors for any reason, at any time.

Larger, trailer mounted, boats must meet the following criteria to be stored on the premises:

- a) Must belong to current unit occupants
- b) Must have a valid NH registration number
- c) Must be registered at the condominium office

in your unit at the time of purchase should be approved, in writing, by the Directors before installation. This is to make sure there will be no problem created for the building at large, and that the equipment will function as intended.

Washing Machines, Driers and Dishwashers should be installed by or inspected by Cedar's maintenance personnel to ensure proper installation and prevent possible damage due to flooding. Failure to have new appliances inspected may result in fees associated with damage caused by improper installations.

Ownership

All appliances in the units (e.g. stoves, refrigerators, dishwashers, disposals, air conditioners, washers/dryers) are the property of the individual unit owners, and the Association is not responsible for their upkeep or repair. Any damage to common area property caused by any appliance, its installation or use, shall be the burden of the unit owner or tenants. In the event of an emergency (e.g. a severe leak), immediate notification to the Management Office or emergency number should be made so the water supply valves can be shut off.

Dishwasher / Disposal

It is advised not to run the disposal while the dishwasher is operating since both appliances drain into the sink. Simultaneous operation can cause a back-up, and the pressure can damage the dishwasher, creating overflow or flooding, and adversely affect the plumbing of neighboring units. Only residual scraps should be put in the disposal. Never grease or large items.

6. ASSESSMENTS

From time to time, the Directors can request that the owner of each unit provide additional funds to cover large / non-routine expenses such as roof replacement, paving, or for other reasons as determined by the Directors. Assessments will be announced in advance and are payable to the Management Office.

7. ASSOCIATION FEES

The monthly association fee is paid by each unit owner to the Cedars of Portsmouth Condominium Association and mailed to the Management Office. The amount of the fee is based upon the percentage of interest a particular unit holds in the condominium as a whole. The fees go into an account, which covers the operating expenses of the community (sewer/water, common area electricity, building insurance, repairs and capital improvements, administrator/staff salaries, building and grounds maintenance (trash removal, snow removal, etc), management and a cash reserve). Payment of the association fee is a legal responsibility. As outlined in the By-Laws, interest and late fees are charged for late

Roughly described, the property held by each unit is within the inside surfaces of the structure and the exterior surfaces of doors and window glass. The "public" property is everything else. This includes the structure, the exteriors, the landscaping and yards, the entries and halls, the Club House facilities, Pool Tennis Courts and Pump Station.

6. CONDOMINIUM TRUST

The term "Condominium Trust" refers to the legal entity that holds the title to the condominium property and its assets for the benefit of the owners.

B. RULES AND REGULATIONS

1. ABUSE OF PHYSICAL PLANT AND COMMON AREAS

The Board may charge to any resident (or unit owner) any damage to the mechanical, electrical or other building service system, and damage to the Common Grounds and Areas of the Condominium caused by such resident's misuse or caused by any resident's agent, servant or employee.

2. ACCESS TO UNITS

All Unit Owners must provide the key(s) to their unit(s) to the Management Office for use in emergency situations. The keys will be kept in a locked key-file, and will not, except in an emergency situation, be released without Unit Owner's authorization. If it is necessary to enter a unit without a key, the door will be forced, or a locksmith called. The Unit Owner will be liable for the costs incurred.

3. AMENDMENTS OF RULES AND REGULATIONS

Any consent or approval given by the Directors under these rules and regulations may be added to, amended or repealed at any time by the Directors. These rules and regulations may be amended from time to time as provided in the By-Laws.

4. ANNUAL MEETINGS

A meeting, open to all owners, takes place on an annual basis, usually in May, to review the operation of the community for the preceding year, and to present plans for the upcoming year. Public notice of these meetings is made at least twenty-one (21) days in advance, by mail. Also outlined and discussed is the operation budget for the upcoming year. You are encouraged to attend the Annual Meeting just as you are urged to participate in the open portion of the Directors' meetings. A special meeting of Unit Owners may be called at the Directors' discretion.

5. APPLIANCES

Installation

Any equipment that draws heavily on the power supply and is not already

CEDARS OF PORTSMOUTH CONDOMINIUM ASSOCIATION OWNER AND RESIDENT HANDBOOK

The following rules and regulations are designed for the benefit of the Cedars of Portsmouth community. The list is not intended to be all-inclusive as unique issues may arise. Adherence to the rules and regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living.

A. DEFINITIONS

The following definitions shall apply unless they conflict with New Hampshire law or administrative regulations:

1. CONDOMINIUM ASSOCIATION

Collective owners organized to provide for the acquisition, construction, management, maintenance and care of the association property.

2. MANAGEMENT COMPANY

Third party employed by the association to oversee the operation of the property and perform duties and services as required by the Board of Directors.

3. DIRECTORS

To manage the Condominium Association, the Unit Owners elect representatives called Directors.

The Directors meet together to discuss and decide upon the affairs of the Condominium Association. Agenda items include setting Condominium goals, reviewing contracts and other budgetary items, acting upon suggestions from committees, working with the Management Company, and enforcing Condominium rules and regulations.

The Board of Directors is a decision-making body; the Management Company handles the individual day-to-day concerns of Unit Owners.

4. RESIDENT

"Resident" means and includes all unit owners, their assigns or lessees, and all persons residing in a unit as their domicile or legal residence. Residents will be held responsible for the acts of guests visiting their unit.

5. THE CEDAR'S PROPERTY

Buying a condominium at Cedars involves an investment in two types of property: the "private" property of the living unit, and the "public", or "common areas." The percent interest of any one unit in the common area is stated in the Master Deed. Each unit pays a monthly fee proportionate to its interest toward the maintenance and improvement of the common areas and energy costs.

INTRODUCTION

The Policies and Guidelines in the Handbook have been designed to promote harmonious living in the 252 dwelling units at the Cedars Condominium. Most of what you will find on the following pages is just common sense. It is intended to ensure that the value of property is maintained, and to present some guides for neighborly conduct. This Handbook is also intended to help Unit Owners make informed decisions concerning their property.

Within the Condominium By-Laws (and State Law), Directors have the authority, and responsibility to establish rules and regulations. All residents are asked to read this Handbook carefully. It is a legal document and all residents – whether owners or tenants – are bound by the rules and regulations included with the Handbook. If your unit is currently rented, please share this Handbook with your tenant(s).

The Directors believe these policies will satisfy the majority of the residents, and will enhance the environment and property of everyone living at the Cedars Condominium.

Participation by Unit Owners and Tenants in the affairs of the Association is always welcomed by the Board of Directors. These rules are meant to be in the best interests of all Unit Owners.

You will find that many changes you may wish to make to your unit require Directors' permission. This is not to discourage improvements – the Board is sympathetic to the upgrading of property values – but to protect the interests of the majority of unit owners. When a request is brought before the Directors, they will respond quickly.

Board of Directors
Cedars of Portsmouth Condominium Association

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- 39. Renovations / Improvements.....
- 40. Renting A Unit.....
- 41. Security.....
- 42. Selling A Unit.....
- 43. Smoking.....
- 44. Suggestions / Requests / Complaints.....
- 45. Swimming Pool.....
- 46. Tennis Courts.....
- 47. Trash Removal / Dumpsters.....
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CEDARS OF PORTSMOUTH CONDOMINIUM

Owner & Resident Handbook

Revision 2 - April 2011

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CEDARS OF PORTSMOUTH
CONDOMINIUM

“UNIT OWNERS HANDBOOK”
And
AMENDED RULES & REGULATIONS
March, 2014



CEDARS OF PORTSMOUTH CONDOMINIUM ASSOCIATION