

HWD CONDOMINIUM ASSOCIATION POLICY MANUAL



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Rental Policy

- **OWNERS RESPONSIBILITIES:**
 - Along with the right to rent condominium units and to enjoy the subsequent rental revenues, Unit owners have the ABSOLUTE responsibility to assure tenants are fully aware of and compliant with all Association standards of resident behavior, rules and regulations. Non-compliance to this policy is classified as a minor weekly violation and will result in the assessment of fines levied against the Unit Owner's account in accordance with our Harbor @ Whitten & Dustin Condominium Association fining policy.
 - Because the Unit owner is typically not on-site, a heavy burden and inconvenience is placed on other residents to note and report non-compliant conditions.
 - Any and all instances of non-compliance are to be reported to an Association board member.
- **SHORT TERM RENTAL POLICY:** (less than 3 months including all weekly rentals)
 - A letter of intention to rent must be provided to the Board of Directors describing the type of rental (example one: weekly summer rentals or example two: 3 months off- season rental).
 - A copy of the occupancy permit on file in the Hampton Building Inspector's office must be provided to the Board of Directors prior to any short-term tenancy. The total number of overnight occupants shall at no time exceed the maximum number authorized by permit.
 - If the owner intends to employ an agency to manage property rental, the name and contact information of the rental agency must be provided to the Board of Directors. It is the owner's responsibility to provide the agency with an up-to-date copy of HWD Tenant Rules.
 - The names, addresses, telephone numbers and vehicle information including make, model and license plate number of all tenants must be provided to the Board of Directors by the owner or rental agency prior to rental residence.
 - Tenants must be advised by the owner or rental agency that they are allowed only two
 - (2) designated parking spaces per unit, vehicles must be parked front in, and end to end. Absolutely no boats, jet skis, trailers, mobile homes, campers, tow trucks, or large capacity trucks are allowed to be parked in spaces. Motorcycles are considered a vehicle and must be parked within the designated parking spaces.
 - Tenants are not authorized to use overflow parking.
 - Tenant rules and regulations must be prominently displayed inside all rental units.

- LONG-TERM RENTAL POLICY: (includes all rentals more than 3 months)
 - Rentals longer than 3 months require a lease agreement and copy of rules and regulations signed by the tenants.

- LONG-TERM TENANT BENEFIT
 - Long-term tenants in residence with an approved lease for more than one calendar year and with a demonstrated history of compliance to all Association standards of behavior, rules and regulations, with the written approval of the Board of Directors, may be offered certain rights and privileges normally restricted to owners.

RULES AND REGULATIONS

- OCCUPANCY
 - Units shall be used only for residential purposes. No building shall be used for any commercial, professional or other purpose which does not comply with the provisions of the Declaration of Condominium.
 - Each unit is intended for residential use only by the owner, the owner's family or guests. The total number of overnight occupants per unit shall at no time exceed six (6).
 - Units may be rented only in their entirety and occupied only by the lessee, his family and guests. No rooms may be rented separately. If you are leasing your unit, you as the owner, are responsible for your tenant's compliance to all HWD Association rental policies.
 - Owners leasing their units, agree that they are liable for the actions of their tenants and are responsible for unpaid assessments and fines incurred by their tenants. After notification by the Board of Directors that a tenant has repeatedly violated the rules, regulations or by-laws of the Association Unit Owners will initiate eviction proceedings against said tenants.
- USE OF UNITS
 - No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance of any Unit or any part of the Common Areas or which would be in violation of any law. There shall be no obstruction of, or waste permitted in the Common Areas.
 - No owner shall paint or otherwise decorate or change the outside appearance or the type of exterior siding of any portion of the exterior of any of the building(s) without the prior written consent of the Board of Directors.
 - All seasonal decorations should be in good taste and are subject to the approval of the Board of Directors. All seasonal decorations must be removed in a timely fashion, (i.e., no Christmas decorations should be up in February).
 - No lights of any kind shall be attached to the exterior of the buildings or hung on railings at any time throughout the year and nothing shall be affixed to the vinyl siding.
 - No Unit Owner shall make any alterations to their unit, nor construct any new structure or appurtenance, or make any improvements to the building without the written approval of the Board of Directors. Provided however, that any Unit Owner shall have the right to make interior decorating improvements or any interior changes which do not affect any facilities which are shared with the other Units within the building.

- No construction shall be altered, removed, or replaced from the Common Area or Limited Common Area except upon the written consent of the Board of Directors. This shall include, but not limited to; windows, doors, storm doors, landscaping and fencing. Replacement doors and windows must comply with standards provided by the Board of Directors.
- No advertisements or posters of any kind shall be displayed to the public view on or from any Unit without the prior consent of the Board of Directors.
- No clothing, towels or other such laundry shall be hung or spread upon or from any window or railing or in or upon any common or limited common area except in areas specified and approved by the Board of Directors for such purpose.
- **NUISANCE BEHAVIOR**
 - No noxious or offensive activities shall be carried on in any Unit, in the Common Area or Limited Common Area, nor shall anything be done therein which may become an annoyance or nuisance to the other Unit Owners.
 - Absolutely no running up and down halls in the Units, jumping off furniture, no banging on walls-floors-ceilings, no foul language or cursing outside of Units, no excessive yelling/fighting, no loud music, no offensive music, no disturbances of any kind before 9:00 AM and after 9:00 PM according to Hampton town ordinance.
 - The use of surround sound systems and or heavy bass speakers at any time in any Unit, in the Common Area or Limited Common Area is strictly prohibited.
 - All refuse and trash shall be placed in locations specifically designated by the Board and no garbage or trash shall be permitted to remain in public view on decks, in Common Areas or in Limited Common Areas.
 - No spitting of any kind including tobacco, candy, gum over the railings. No throwing cigarette butts over railings into driveways, common areas, or patios. No dumping of water from coolers, etc., from the second and third floor units.
- **PETS**
 - No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Area or Limited Common Area
 - The following breeds of dogs are not permitted on the property per the Association's insurance restrictions: German Shepherd's, Doberman Pinchers, Rottweilers, and Pit Bulls.
 - No household pets shall be kept in any Unit or in the Common Area or Limited Common Area without the express written permission of the Board of Directors.
 - Tenants without a lease shall not be allowed to have pets on the property

at any time. Tenants with a lease are allowed to have pets on the property with the approval of the owner and written permission of the Board of Directors. Any violation of the pet rules will result in revocation of permission at the discretion of the Board of Directors.

- No pets (including dogs and or cats) shall be permitted outside of Units unless they are accompanied by an adult person and carried or leashed.
- Each Owner shall remove excrement created by his pet and properly dispose of same. The doggy excrement bag shall not be left on Association property pending proper disposal.
- **FIRE SAFETY**
 - Unit owners must follow all applicable NEPA, Town of Hampton and NH State fire codes.
 - The use of gas, or charcoal grills on balconies (decks), under any overhanging portion of the building or within 10 feet of any structure is strictly prohibited. This rule impacts all buildings on both Dustin and Whitten. The use of gas or charcoal grills in Whitten side yards is also prohibited as there is not enough clearance to allow placement of grills outside of the 10-foot limit.
 - The use of electric grills is permitted by the Town of Hampton as long as they are UL listed and plugged into a dedicated electric line installed by a licensed electrician.
 - The use of outside fire pits is strictly prohibited.
 - The use of Fireworks is prohibited by law; fireworks are not permitted on the premises at any time.
 - Unit owners must install and maintain within their unit either an AC or battery powered carbon monoxide detector/alarm.
- **USE OF PARKING AND OTHER COMMON AREAS**
 - Only two (2) parking spaces are available per unit. Vehicles must be parked end-to-end. (For motorcycles, see page 16.)
 - Absolutely no boats, jet skis, trailers, mobile homes, campers, tow trucks, or large capacity trucks are allowed to be parked in spaces.
 - All vehicles must be in operable condition, registered and inspected.
 - Unit Owners in good standing may use the overflow parking area provided the Owner has a current parking tag authorized by the Board of Directors.
 - There shall be no parking at any time that blocks the dumpster area. Vehicles that do block this area may be towed without notice.
 - Leaving a vehicle parked on the property unattended through the off-season is prohibited and subject to towing.
 - Owners are permitted to store bicycles in the designated bike rack storage area from May 15 through October 31.
- **SNOW REMOVAL**
 - In the event of a snow storm, the plowing contractor will continue to keep open the parking areas throughout the storm. The

contractor will return to the property at the end of the storm to fully open the parking spaces. Please move your car from the parking areas when the snow removal contractor sounds his horn or otherwise signals you to do so. Your car must be returned to your parking space immediately after the parking area is cleared so that you do not impact anyone else or block snow removal efforts on the street. Please keep your eye on the progress of the plowing until the storm ends.

- Residents are responsible for clearing snow from their decks. Ice melt will be provided at the bottom of each stairway for the residents use.
- TRASH MANAGEMENT
 - Only small, residential trash is to be disposed of inside the dumpster container. No trash shall be left outside the dumpster. Cardboard boxes must be broken down before depositing in the dumpster. After depositing trash in the dumpster, plastic doors must be closed to prevent access by seagulls, raccoons, squirrels, skunks and other animals.
 - Depositing of anything but small household trash is strictly prohibited. Items such as small or large appliances, televisions, bikes, rugs, gas grills, beach chairs, toxic materials, etc. must not be abandoned in or around the dumpster area. The dumpsters are emptied on Wednesday. To prevent messy overflow, please plan your trash deposits accordingly.
 - Residents of Harbor @ Whitten & Dustin are encouraged to participate in the Hampton Recycling Program. Please place your recycling bin out on the street Monday and do not forget to pick it up after it is emptied.
- PATIO/DECK AESTHETICS
 - Owners are responsible for ensuring that their patio/deck areas are maintained as aesthetically pleasing. Aesthetics in community living environments such as ours is an economic consideration as well as respect consideration. Property value is impacted by the way the property looks and is maintained. If the buildings are in disrepair or the common areas are unkempt, the perceived and actual property values are impacted. This is true for the patio/deck areas of each unit. If the patio/deck area is not maintained in a neat, clean condition and it is cluttered with items not normally associated with patio/deck use, the curb appeal is diminished as is the market value.
 - Additionally, a cluttered patio/deck may violate safety rules related to egress and access.

Standards of Resident Behavior TENANT VERSION

- Occupancy limit is six (6) persons per unit.
- Tenants are not allowed to have pets at the property.
- Nothing is to be stored around stairways, other than bike racks and bikes. No blankets, towels, rugs, clothing should be draped or hung-over railings.
- No garbage or trash shall be left in public view (i.e., decks, patios). Trash is not picked up curbside. All trash must be disposed of by Tenants into dumpsters located on Dustin Ave. Only small, residential trash is allowed in dumpster. No trash shall be left outside the dumpster. Cardboard boxes must be broken down before disposal. After depositing trash in the dumpster, plastic doors must be closed to prevent access by scavenging animals.
- Tenants may participate in the Hampton Recycling Program. Please place your authorized recycling bin out on the street Monday and do not forget to pick it up after it is emptied.
- No spitting or throwing of cigarette butts, candy or gum over railings.
- No dumping of water from second or third floor decks
- The use of fireworks is prohibited by law. Fireworks are not permitted on the premises per order of the Hampton Fire Department.
- Absolutely no noxious or offensive behavior. No running or jumping inside units. No banging on walls, floors and/or ceilings. No foul language or cursing. No excessive yelling/fighting, no loud and offensive music, no disturbances of any kind between the hours of 9:00PM and 9:00AM. Note: any and all police calls will be reported to Owners, multiple police interventions are grounds for immediate eviction.
- The use of surround sound systems and or heavy bass speakers at any time in any Unit, in the Common Area or Limited Common Area is strictly prohibited.
- Per order of the Hampton Fire Department, absolutely no charcoal grills on or near any decks and the use of gas grills are not permitted within 10 feet of any unit.
- The use of outside fire pits and storage of propane tanks is strictly prohibited.
- Only two (2) designated parking spaces per unit, vehicles must be parked front in, and end to end. Absolutely no boats, jet skis, trailers, mobile homes, campers, tow trucks, or large capacity trucks are allowed to be parked in spaces. Motorcycles are considered a vehicle and must be parked as such. There shall be no parking at any time that blocks the dumpster area. Vehicles that do block this area may be towed without notice. The use of overflow parking is reserved for owners and authorized long-term residents only.
- Snow Removal: Move your vehicles when the plow contractor arrives on the property to plow the parking areas. Violators are subject to towing at the Owner's expense.

POST THESE RULES INSIDE CONDOMIUM UNIT

Complaint Process

- All complaints must be submitted in writing to the HWD Condominium Association post office box or directly to a member of the Board of Directors. Complaints can also be submitted electronically via email to a member of the Board of Directors or to the Association website at www.hwd48.com
- Anonymous complaints will not be considered.
- Complaints received by a Board member will be shared with all members of the Board of Director's for discussion and consideration of action.
- In the event that a complaint is subject to the fining process, the Board of Directors will vote on whether or not a fine shall be levied and shall determine the amount of the fine according to the HWD Fining Policy.
- In order to respond to complaints in a timely manner, a "virtual" voting process through email communication shall be conducted. In a virtual vote, the original complaint will be sent to all members of the Board of Directors by email. All Board members shall submit a vote in writing with all other Board members in carbon copy (cc).
- Any action in response to a complaint, regardless whether the complaint is subject to a fine or not, requires a majority vote of the Board of Directors.

Overflow Parking Policy

- Designated parking spaces are provided for all residents, including owners and tenants, on Whitten and Dustin properties. Access is limited to two (2) vehicles per unit. In addition, there is enough space on the property to accommodate approximately 6 to 9 additional vehicles in the designated overflow parking area. Overflow parking is intended for short term, overnight use only.
- One (1) overflow parking tag will be made available annually to each unit owner and issued upon request to the Association Clerk by the owner.
- The issuance of the parking tag is contingent on the owner's good standing with the Association for three (3) months prior to the issuance date. In the event that the owner is not in good standing, the tag will be held by the Board of Directors until three (3) months good standing is demonstrated. Good standing is defined as up-to-date payment of all fees, fines and assessments against the unit. In addition, good standing requires there are no recent rule violations by the owner or his/her tenants.
- Parking tags will be valid upon issuance and will remain valid through the end of the calendar year for which issued.
- New parking tags will be color-coded and will contain the unit number and the year prominently on the face of the tag. Parking tag must be displayed on the dash of the parked vehicle.
- Owners can transfer and convey overflow parking privileges to tenants with a signed lease on file with the Board of Directors and in place for more than one year.
- Overflow parking is subject to current Association rules and fining policies, including towing, without notice, at the Owner's expense. In the event towing of the improperly parked vehicle would involve the movement of other properly parked vehicles, the unit owner will be assessed a \$100 fine for each day and loss of the use of overflow parking for the remainder of the calendar year.
- There shall be no parking at any time that blocks the dumpster area (i.e., vehicle prevents the opening of the dumpster gates a minimum of 4 feet). Vehicles that do block this area will be towed without notice at the Owner's expense. In the event towing of the improperly parked vehicle would involve the movement of other properly parked vehicles, the unit owner will be assessed a \$100 fine for each day and loss of the use of overflow parking for the remainder of the calendar year.
- There shall be no parking in the overflow parking area from 8 pm the night before to 10 am on the day designated for the dumpsters to be emptied. Any vehicle parked there will be towed without notice at the vehicle owner's expense.

Windows & Doors Replacement Standards

- Unless otherwise required by the Town of Hampton or to comply with NH Building, Fire or Safety codes, all replacements for existing windows, doors and storm doors shall be "in-kind". This requires the appearance to be the same as the existing item regardless of the manufacturer.
- If the unit is being rented, short or long term, the Town of Hampton must issue an "occupancy permit". The original windows are not considered appropriate for egress and Town of Hampton will require some modification to permit them to be used as a means of egress. If the unit is rented, short or long term, and window replacement is being undertaken by the owner, the replacement windows must be of the same type but the Town of Hampton may require a different size.

Policy for the Issuance of Fines

- We live in a community where everyone's cooperation with, and adherence to, the Rules and Regulations of the Condominium is essential for the smooth operation of our property. Compliance with these rules and regulations is intended to help maintain the property values of each Owner. In addition, they provide for a comfortable, peaceful, and attractive living environment. The Board of Directors at Harbor @ Whitten & Dustin Condominium Association wish to point out that most of the rules have been taken from the Condominium Documents and we ask that you give them the attention and importance they deserve.
- Unfortunately, there are occasions when either unit owners or tenants may violate rules established by the association and fines must be levied in order to encourage compliance. In order to minimize subjectivity and to assure clarity and fairness, the Board of Directors has established this "policy for the issuance of fines".
- Fines for repeated violations escalate and assessments accumulate. Once the accumulated assessment amount reaches a level that exceeds two months condominium fees, a lien will be placed on the unit owner's property.
- In addition, it is not the responsibility of the Board of Directors to police compliance after notification of violation. This policy gives the unit owner the sole responsibility to notify the Board of Directors that non-compliant situations have been resolved. Should such notification be given and it comes to the attention of the Board of Directors that either a) the violation was not in fact corrected or b) after correction the violation re-occurs, the fining process will continue to escalate from the fine level reached in the original fining process.

FINING LEVEL AND FREQUENCY

- Violations are categorized as either non-safety or safety related violations. Fines for non-safety related violations can be levied either daily or weekly at the discretion of the Board. Fines for such violations will be levied each day or week and will escalate per the fining schedule until the owner notifies the Board of Directors that the violation has been corrected. Fines for safety related violations will be levied and will escalate per occurrence per the fining schedule.

STATEMENT OF RULE COMPLIANCE

- It is the responsibility of the unit owner to provide a written statement of compliance (SOC) once a specific violation has been corrected. The SOC should be sent by registered mail to the Board or delivered directly to any member of the Board of Directors. Upon date of receipt, the fining process will cease. Should such notification be given and it comes to the attention of the Board of Directors

that either the violation was not in fact corrected or after correction the violation re-occurs, the fining process will continue to escalate from the fine level reached in the original fining process.

PENALTIES FOR NON PAYMENT

- All fines are subject to late fees if not paid within 21 days.
- Accumulated fines and late fees equaling 2 months condominium fees will cause a lien to be placed on the property. Lien filing and removal fees will be assessed to the unit owner.
- All related legal fees or collection fees incurred for recovery of monies owed the Association will be assessed against the unit owner.

FINE SCHEDULE

NON-SAFETY RELATED VIOLATIONS		
VIOLATION OCCURRENCE	FINE PER OCCURRENCE	CUMULATIVE ASSESSMENT
FIRST	\$25.00	\$25.00
SECOND	\$50.00	\$75.00
THIRD	\$75.00	\$150.00
FOURTH	\$100.00	\$250.00
FIFTH	\$200.00	\$450.00
*	\$200.00	\$650.00
* Fines shall continue to be levied and accumulate at \$200.00 per occurrence until a statement is received by ther Board from the unit owner stating the violation has been remedied.		

SAFETY RELATED VIOLATIONS		
VIOLATION OCCURRENCE	FINE PER OCCURRENCE	CUMULATIVE ASSESSMENT
FIRST	\$250.00	\$250.00
SECOND	\$500.00	\$750.00
THIRD	\$1,000.00	\$1,750.00
FOURTH	\$1,000.00	\$2,750.00
FIFTH	\$1,000.00	\$3,750.00
*	\$1,000.00	\$4,750.00
* Fines shall continue to be levied and accumulate at \$1000.00 per occurrence until a statement is received by ther Board from the unit owner stating the violation has been remedied.		

Condominium Fee Collection Policy

Monthly condominium fees are due on the 1st day of every month. Payments not made on or before the 15th day of the month are considered late. In order to encourage prompt payment, effective July 1, 2021 the following procedures will be consistently followed for all unit owners in the event that monthly condominium fees are late.

- If a unit owner is past due on condominium fees more than 15 days from the due date, a \$25.00 fee will be assessed to the unit owner. (example: September payment not received on or before September 15th)
- If a unit owner is past due on condominium fees more than two (2) months plus the 15-day grace period from the due date, an additional \$50.00 fee will be assessed. (example: September & October payment not received on or before October 15th)
- If a unit owner is past due on condominium fees more than three (3) months plus 15-day grace period from the due date, an additional \$100.00 fee will be assessed. (example: September, October & November payment not received on or before November 15th)
- When payments are three months overdue, a Memorandum of Lien will be recorded against the unit owner and property at the Rockingham County Register of Deeds and a \$125.00 processing fee will be assessed the unit owner. Once a lien is placed on the property, the Association will take any and all necessary and appropriate steps within the guidelines of our condominium documents and the NH Condominium Act to collect delinquent assessments. When the obligation is fulfilled, an additional \$100.00 processing fee will be assessed to remove the lien.
- This policy will be consistently followed for all delinquencies.

NOTE: For the purpose of this policy, condominium fee includes any and all assessments.

MOTORCYCLE PARKING

Motorcycles although considered a vehicle are not included in the 2-vehicle parking limit. However, motorcycles shall be parked within the unit's assigned parking space area. They shall not be parked in a manner that would increase the size of the owner's total allocated parking space. Motorcycles shall be parked only across the front end or back end of a vehicle parked in the owner's parking space.

Motorcycles include 2 or 3 wheeled, ride on/in vehicles that require registration to operate on public ways.