



# **Hampton Towne Estates Condominium Association**

## **Rules and Regulations**

Association Website: [www.hteca.com](http://www.hteca.com)

Town of Hampton Website:  
[www.town.hampton.nh.us/phone\\_listing.html](http://www.town.hampton.nh.us/phone_listing.html)

Amended May 2008

## Hampton Towne Estates Unit Owner List of to do's

If you are going to perform any of the following approval in writing must be obtained from the Board of Directors:

- Deck enclosures (both the upper and lower portion must be enclosed)  
*Requirements are outlined in detail in the rules and regulations. It is important to note that any changes to the exterior of the Building require approval by the Board of Directors.*
  
- Window/Door, sidelight or slider  
*The windows, doors, sidelights and sliders are deemed part of the unit and therefore, the responsibility of the Owner to maintain, repair and replace, however, the Board needs to ensure the exterior appearance of the building is maintained throughout the property. Documentation on the replacement product must be provided to the Board for approval prior to work commencing. Dimensions, aesthetics cohesiveness with current products on the property, and color schemes are the primary concerns in the approval process.*
  
- Gas insert fireplaces, wood stoves and pellet stoves  
*Product documentation, including use of chimney inserts must be provided to the Board along with a copy of a current chimney inspection for Board approval prior to work commencing. This is required for insurance purposes and to protect abutting Unit owners from fire hazards. Product capacity and durability, chimney inspection and chimney inserts are the primary concerns in the approval process. See main document for additional requirements on gas insert fireplaces.*
  
- Interior design (i.e. removal or installation of walls, etc.)  
*Any owner completing improvements over \$1,000 in accordance with the condominium documents must notify the Board. This is to ensure that the structural integrity of the building is not compromised.*
  
- Any changes to the common areas  
*Board approval in accordance with the condominium documents is required to make any changes to the common areas. This is intended to protect the overall value of the property.*
  
- Plantings not detailed in the rules and regulations  
*Any plantings beyond the approved garage garden planting already addressed in the rules and regulations requires Board approval.*
  
- Satellite Dishes  
*Approval is required as to the placement of the dish for the Board to be able to enforce the FCC Rules and Regulations to protect the common area property and ensure the satellite dish will not cause additional costs for property maintenance, such as landscaping.*

<sup>1</sup> This list of items is to be used as a quick reference guide for Owners. For further detailed information, please refer to your Hampton Towne Estates Condominium Documents.

# **Hampton Towne Estates**

## **Rules and Regulations**

Hampton Towne Estates Condominium Association is a community of residential living where everyone's cooperation with and adherence to the Rules and Regulations of the Condominium is essential to the smooth operation of our property. Compliance with these Rules and Regulations will also help to maintain the property value of each owner's investment, as well as to provide for a comfortable, peaceful and attractive living environment. The Board of Directors at Hampton Towne Estates Condominium Association has voted to adopt and enforce the following Rules and Regulations, many of which come from our Condominium documents. We ask that you give them the important consideration and attention that they deserve.

### **APPLICABILITY**

All Rules and Regulations apply to and are binding upon all owners, occupants, tenants, lessees, and persons in possession, invitees and guests. If a Unit is rented, the Unit Owner shall bear the responsibility for ensuring compliance by the tenant with these Rules and Regulations, as well as for any damage caused by the Tenant.

### **COMMON AREAS**

#### **Buildings:**

1. Nothing shall be left, placed, stored or affixed to, the exterior siding or the common areas. Lawn chairs, bicycles, skateboards, or any other recreational items shall not be left unattended in the common area at any time. No laundry, towels, clothes, rugs, antennas, sheets, hammocks or other articles shall be hung from or placed on any part of the building.
2. Structural changes made to any Unit, common area, or limited common area must be presented in writing to the Board of Directors. Failure to receive written permission from the Board of Directors will result in a thirty (30) day notice to return the property to its original state. If the work is not done, the Board will restore the property and bill the Unit Owner for the costs. Any deck or porch enclosures must be approved by the Board of Directors prior to construction and must conform to the approved plans.
3. Painting or altering the exterior of a Unit is not permitted without the written approval of the Board of Directors.

**Flag Display:** Flags may be displayed but can be no greater than 3' x 5'; poles shall be no greater than 4' to 5' in length with a 1" diameter.

**Holiday Decorations:** During the holiday seasons, Owners that decorate the exterior of the units must use white lights as to meet conformity of the property. Nothing may be attached to the siding. In addition, all Christmas decorations must be removed from the common area prior to February 1.

## *Hampton Towne Estates Rules and Regulations*

**Destruction of Property:** Destruction of any property or planting of shrubs, flowers, vegetables, without prior approval of the Board of Directors is strictly prohibited. This includes driving on the grass or any other landscaped area. The Unit Owner causing any damage to the property shall be responsible for the cost to repair or replace the damaged property and shall be subject to a fine.

**Signs:** No signs of any kind can be placed in the common area. No signs of any kind can be affixed to any Unit. This includes "For Sale" signs by realty agents.

**Trash:** No trash, waste or garbage shall be stored or placed upon a common area. All trash and garbage is to be placed in the dumpster provided. DO NOT leave any waste or garbage outside, around, beside, or behind the dumpster. Large items that cannot be placed in the dumpster must be taken to the Hampton Transfer Station.

**Plantings:** Any Unit Owners who would like to plant flowers on the property are to submit their request in writing to the Board of Directors for approval. Plantings along the side of the garages is allowed to a maximum width of 27 inches, again approval from the Board of Directors is required.

**Window Boxes:** Unit Owners are permitted to install window boxes on the side of their garage, provided that they adhere to the following guidelines:

1. Unit Owners must request permission, in writing, and receive written permission from the Board of Directors, prior to the installation.
2. Window boxes must match those already installed at the property and must be painted Hunter green, to match the shutters. The paint can be purchased at Wicked Paints, located in Hampton, NH. The formula is as follows:

California Paint – 2010 House & Trim  
Egg Shell Finish – Base 401-95  
B 3y16  
E 4y16  
C 2y16

3. Unit Owners are responsible for purchasing the window boxes and all costs associated with their installation.

Any Unit Owner, who does not follow the Window Box Policy, will be subject to the fining process and/or forced to remove the box at their expense.

**Vinyl Siding:** Nothing shall be affixed at any time to the vinyl siding, this includes but is not limited to, plants holders, plaques, pictures or any other personal property. Owners shall be liable for damage to the building or vinyl siding caused by, but not limited to deliveries or moving furniture or other articles to or from their unit, gas grills placed too close to the siding, etc.

**USE OF THE PREMISES**

**Sale of Unit:** Notice must be given to the Board of Directors or Management Company upon the signing of a Purchase and Sales Agreement or thirty (30) days prior to the actual closing of a Unit. Attached you will find the policy for prospective buyer/tenant. This needs to be completed and returned within the above said time frame. The Unit Owner must provide the name(s), mailing address and telephone number of the prospective purchaser. All outstanding Condominium fees and fines must be paid in full before or at the closing of any sale of a Condominium Unit. The Board of Directors or the Management Company shall issue an assessment certificate for the sale of each Unit, stating the status of the Condominium fees.

**Rental:** No owner shall lease or rent his or her Unit for a period of less than one (1) year. The Board of Directors or the Management Company must be provided with copies of rental forms, agreements of leases and all other rental information such as names, telephone numbers and vehicle registration numbers of the tenants.

**Fireplace Alternatives:**

Gas Insert Fireplaces, Wood Stoves and Pellet Stoves: The owner must provide to the Board of Directors a current chimney inspection indicating a structurally sound chimney, product documentation and confirmation of the use of chimney inserts prior to the installation and operation of any of the above listed stoves. No wood may be stored in Common Area.

Additionally, for Gas Insert Fireplaces the following Hampton Town Ordinances apply:

1. Mechanical permit must be secured through the Building Department.
2. All work must comply with the 1999 edition of the BOCA National Mechanical Code of the NFPA 54 National Fuel Gas Code.
3. All gas piping shall be put under pressure for testing and witnessed by one of the code officials in the Building Department prior to being activated.
4. A letter of assent from the Condominium Association for the proposed work must be submitted along with the permit application to the Hampton Building Department.

**ROADS, PARKING, MOTOR VEHICLES**

All Unit Owners are responsible for enforcing to their unit residents and visitors no riding of bikes, scooters, skateboards, snowmobiles and other recreational vehicles in the common area including the roads. The riding of bikes entering or exiting the Association's private road to or from the Owner's Unit is permitted.

**Speed limit:** The speed limit within the community is 10 miles per hour.

## *Hampton Towne Estates Rules and Regulations*

**Parking:** Each Unit shall have their garage as a parking space and one (1) assigned numbered parking space, for a total of two parking spaces per unit. Absolutely no vehicles of any kind are to be parked or stored in front of any of the garages. This area should be left available for emergency vehicle use, any vehicle parked there except to unload package will be towed at the Owner's expense. All visitors must park in the designated visitor parking. Unit Owners are not to park in the visitor spaces.

Parking or driving on grass is prohibited. The exception is the delivery of firewood or other major and infrequent deliveries, such as large furniture. Any damage to the lawn areas will be repaired at the expense of the Owner who caused the damages.

**Vehicles:** Each Unit Owner and/or tenant shall provide the Board of Directors or the Property Management Company with their vehicle license plate number and the state of issuance. No unregistered vehicles, no recreational vehicles, (i.e. boats, trailers, trucks, motorcycles, motor bikes) or commercial vehicles shall be parked or stored in the common areas; any such vehicles shall be towed by the Board of Directors at the Owner's expense. Vehicles larger than a standard sized pickup truck or standard sized van, or commercial vehicles which bear signs or apparatus, or campers, RV's, house trailers, snowmobiles, boats, watercraft, or any vehicle with a wheel base exceeding 138 inches, shall *not* be parked on the property for over 24 hours without written permission from the Board of Directors. Nor shall any owner, tenants or guest make any repairs to vehicles.

**Other Uses:** Any toys that are brought out for your children to play with are to be brought back into your unit at the end of the day. Bicycle riding is prohibited from the property. The riding of bikes, scooters, skateboards, skates, the playing of ball, jump rope or leaving articles in the private (Association) road is prohibited. There will be no riding of snowmobiles, motorcycles or other recreational vehicles in the common areas. The riding of bikes entering or exiting the Association's private road to or from the Owner's Unit is permitted.

### **NOISE AND DISTURBANCES**

No Unit Owner shall permit or allow unreasonable noise to be generated by any person or thing in or around the Condominium Unit. Unreasonably loud radios, stereos, TV's, parties, yelling, musical instruments, etc., are prohibited. Unreasonable shall mean any noise or disturbance, which can be heard by people in another Unit above normal conversation. You are urged to have consideration for your neighbors.

**PETS**

No pets can be maintained, raised, bred or kept in the Condominium Units or the common areas without prior written approval of the Board of Directors and a signed Pet Agreement must be on file with the Management Company. After approval from the Board of Directors the following rules must be adhered to. If there are any violations you will be notified, fined, and if they continue, the pet will be removed from the community.

Fish and birds are always welcome. Cats and dogs are allowed after written permission has been granted from the Board of Directors and a pet policy form has been signed and returned by the resident to the property manager. The policy includes the following points.

1. You or a member of your household must be within 25 feet of your pet at all times when outside your unit in the common areas.
2. The pet must be on a leash at all times when outside the condominium
3. The pet must be walked off the property.
4. If the pet messes on the property, it must be cleaned up immediately.
5. If your pet should mess in a common area, the Owner must clean it up immediately.
6. No pet should be tied up outdoors or left unattended at anytime.
7. Your pet should not disturb or become a nuisance to your neighbors.
8. If your pet causes any damage to the common areas or injury to another individual or animal, you, as the Owner, will be responsible for all costs associated.
9. If any pet is left unattended outside in the common areas, it will be considered a stray and handled accordingly.

**CONDOMINIUM FEES**

All Condominium fees are due on the first (1<sup>st</sup>) of each month. A late fee in the amount of twenty-five dollars shall be assessed for any condominium fees not paid on or before the fifteenth (15<sup>th</sup>) of each month. All payments upon accounts shall be first applied to interest, then fines, then dues and then special assessments, if applicable.

Delinquencies for more than 3 (three) months will result in the placement of a lien on your property. All fees, legal services, and expenses for collecting your condominium fees as well as for placing any liens on your Unit shall be charged to the Unit Owner. Additionally, all sums due shall begin bearing interest at the rate of 18 (eighteen) per cent per annum from the date when due until paid. It is clearly in the Association and Unit Owner's best interests to pay their condominium fees on time.

When an owner is 60 (sixty) days in arrears, the Association may collect rental monies from the tenant until the overdue assessment is paid in full. RSA 356:B; 46-a.

When an owner is 90 (ninety) days in arrears, the Association may make the remainder of the fiscal year payments payable immediately.

## **FINES**

The Board of Directors has the authority to assess and levy fines for any violations of any of the Rules and Regulations of the Condominium or any provision of the Declaration of Condominium. They can also enforce these fines by placing a lien on a Condominium Unit or by taking other appropriate Court action. The fines as established by the Board of Directors are as follows:

1. **Condominium Fees:** In the event that any Condominium fee is not paid by the fifteenth (15<sup>th</sup>) of each month, a penalty of twenty-five (\$25) dollars shall be assessed against the Unit and will be assessed for each additional month it remains overdue.
2. **Fining Process:** In the case of any infraction or violation of these Rules and Regulations of the Declaration of Condominium, the Unit Owner responsible will be entitled to one (1) written warning. If the infraction continues, the Board of Directors, at their discretion, may impose additional fines. In addition, a lien may be placed against the Unit by a vote of the Board of Directors.

## **BOARD of DIRECTORS**

Any association member may be elected to the Board of Directors. Each term lasts three years. Terms are staggered with only one term up for election each year at the Annual Owner's Meeting. Association member includes both spouses and joint tenants or tenants in common or any officer of a corporation or trustee of a trust, which owns a unit within the Association. Board members will sign and abide by the Association's ethics policy.

### **Finance**

The Board of Directors will have an audit of the Association financials every 3 years, with a review of the financials for the two intervening years.

The Board will meet annually with a third party financial advisor to review the investment of reserve funds.

Board members will receive and review all bills and bank statements prior to making these documents available to the Property management. A Board member other than the member who signs the checks will be the primary receiver of the bills and bank statements.

### **Disbursement of Funds**

In order to prevent premature disbursement of monies before contracts have been completed to the satisfaction of the entire Board, any checks over the amount of \$10,000 must be discussed and approved by the Board at a full Board of Directors meeting prior to disbursement. A final walk-through by either a Board member or the Property Manager shall be performed after all work is completed and prior to the vote to disburse funds.



**Contracts**

Contracts with the Association shall be signed by Board members establishing the relationship is between the vendor and the Association.

Vendors with relatives on the Board or employed by the Property Manager are prohibited from working for the Association as a conflict of interest.

Recurring contracts, and all contracts over \$5,000.00, shall be put out to bid, with a minimum of three (3) bids reviewed by the Board. Emergency mitigation of safety related issues may be excepted at the discretion of the Board.

Property Management contract will be put out to bid every three (3) years, with a minimum of three (3) bids reviewed by the Board. Approval of the contract every three years requires vote of the owners in accordance with Condominium Documents filed with Rockingham County.

**Maintenance**

For changes, alterations or improvements to the common areas that affect owners privacy, protection from environmental factors or perceived property value the Board will solicit input and give due consideration to the owners directly affected by the change.

Chimney inspections will be performed at a minimum of every other year. Chimney cleanings remain the responsibility of the Unit Owner. The Board will attempt to attain a group rate on chimney cleanings.

**HAMPTON TOWNE ESTATES CONDOMINIUM ASSOCIATION**

**ENCLOSURE OF PATIO AND DECK - Design A**

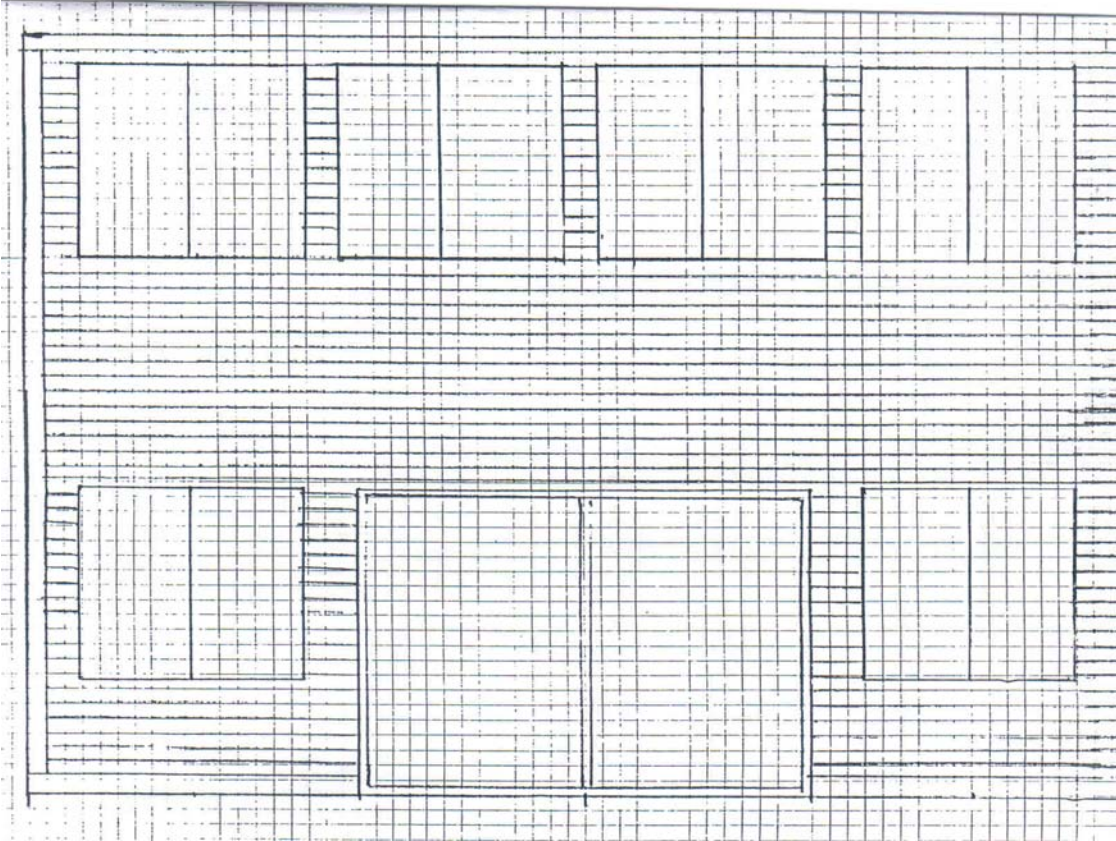
- a) Sliding door must be 6' 8" x 8' – removal of existing sliding door for reuse is allowable.
- b) 2<sup>nd</sup> floor windows must be equally spaced horizontally and bottom of all windows at existing railing height.
- c) 1<sup>st</sup> floor windows must be horizontally equally spaced and top of window be at same height as sliding door.
- d) Windows should be of the same size as windows originally installed throughout the property.
- e) 1<sup>st</sup> floor sliding door must be in center of enclosure.
- f) Windows shall all be sliding or casement to open.
- g) Both upper and lower decks must be done at the same time.
- h) All exterior siding must match existing siding.
- i) Pressure treated wall framing and sheathing should be used for the first floor.
- j) A Hampton Building permit is required
- k) All local building codes must be followed.
- l) New enclosure must lie in the same vertical and horizontal plane as existing 2<sup>nd</sup> floor balcony wall, i.e. no recessor protrusions or steps/breaks at 2<sup>nd</sup> floor.
- m) Existing metal soffit ventilation must be effectively maintained, moved laterally or modified to allow the flow of air for all seasons. Obstruction to the soffit vent is not permitted.
- n) If the air conditioner will be moved off the patio, an enclosure like the one at Unit #84 or a vinyl cover like the one at Unit #79 must be used.

**HAMPTON TOWNE ESTATES CONDOMINIUM ASSOCIATION**

**ENCLOSURE OF PATIO AND DECK - Design B**

- a) Enclosure shall be screened with removable glass storms.
- b) Bottom of 2<sup>nd</sup> floor screens to be same height as existing railing.
- c) A door must be installed.
- d) Both upper and lower decks must be done at the same time.
- e) All exterior siding match existing siding.
- f) Pressure treated wall framing and sheathing should be used for the first floor.
- g) A Hampton Building permit is required.
- h) All local building codes must be followed.
- i) New enclosure must lie in the same vertical and horizontal plane as existing 2<sup>nd</sup> floor balcony wall, i.e. no recessor protrusions or steps/breaks at 2<sup>nd</sup> floor.
- j) Existing metal soffit ventilation must be effectively maintained, moved laterally or modified to allow the flow of air for all seasons. Obstruction to the soffit vent is not permitted.
- k) If the air conditioner will be moved off the patio, an enclosure like the one at Unit #84 or a vinyl cover like the one at Unit #79 must be used.

Depiction of Design A



Depiction of Design B



**HAMPTON TOWNE ESTATES CONDOMINIUM ASSOCIATION**

**PET POLICY**

The Hampton Towne Estates Board of Directors has revised the Rules and Regulations concerning pets. The following rules must be abided by in order to house a pet on the property. Fish and birds are always welcome; cats and dogs are welcome with written permission of the Board of Directors and by signing the following pet policy. In addition you will need to provide proof of liability insurance, pet license and rabies vaccination.

1. You or a member of your household must be within 25 feet of your pet at all times when outside your unit in the common areas.
2. The pet must be on a leash at all times when outside the condominium
3. The pet must be walked off the property.
4. If the pet messes on the property, it must be cleaned up immediately.
5. If your pet should mess in a common area, the Owner must clean it up immediately.
6. No pet should be tied up outdoors or left unattended at **anytime**.
7. Your pet should not disturb or become a nuisance to your neighbors.
8. If your pet causes any damage to the common areas or injury to another individual or animal, you, as the Owner, will be responsible for all costs associated.
9. If any pet is left unattended outside in the common areas, it will be considered a stray and handled accordingly.

If a member of the Association notes any violations of these Rules and Regulations, you will be notified in writing of the infraction and this will serve as your first warning. If the problem is noted a second time, you will be assessed a \$25.00 fine. For each additional violation a \$50.00 fine will be assessed. If the problem is not corrected within 30 days, the Board will take appropriate action for the removal of your pet.

If you have any questions concerning the above Rules and Regulations, please contact the property management company.

**AGREEMENT**

I/We agree to the above terms and restrictions in regards to having a pet at Hampton Towne Estates. I/We understand the Rules and Regulations are intended to be in the best interest of the Association and Community. I/We agree to pay all fines in the event it is significantly noted that I/We are in violation of the Rules and Regulations as set forth above.

Name: \_\_\_\_\_ Unit: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by the Board of Directors 7/98

**HAMPTON TOWNE ESTATES CONDOMINIUM ASSOCIATION**

**PROSPECTIVE BUYER TENANT FORM**

Dear Prospective Buyer/Tenant:

The Hampton Towne Estates Condominium Association has adopted the following policies which are a requirement prior to purchasing and/or renting a Unit at Hampton Towne Estates:

1. The Owner and/or Real Estate Agent must present to the prospective Buyer/Tenant a full copy of the Rules and Regulations of the Hampton Towne Estates Condominium Association.
2. In the event that the Prospective Buyer/Tenant is planning on housing a pet in the unit, they must put their request in writing, to the Board of Directors. The name of the Prospective Buyer/Tenants, the Unit number, the type of pet and the numbers of pets must be included in this request. The letter will be discussed at the next Board of Directors meeting and their decision will be sent to the Prospective Buyer/Tenant in writing.
3. The property manager must be notified 30 days in advance that a unit is being sold and/or rented.
  - a. A questionnaire must be filled out for both a sale and/or rental
  - b. A sale must have a re-sale certificate completed.
4. The Prospective Buyer/Tenant must sign a waiver stating that they have been given a copy of the Rules and Regulations which they have read and understood.
5. At the time of closing for all new unit owners, the buyer shall make payment to the Hampton Towne Estates Condominium Association in the amount of 2 (two) months condominium fees, which shall be utilized by the Association as working capital and shall not relieve buyer from liability of payment for next two or any subsequent monthly payments of condominium fees.
6. Any questions regarding the property must go through the managing agent.

I have been issued and read a copy of the Rules and Regulations in regards to the Hampton Towne Estates Condominium Association. I fully understand all the rules provided therein and will abide by them.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer and/or Renter

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Association

\_\_\_\_\_  
Representative

**HAMPTON FIRE DEPARTMENT  
64 ASHWORTH AVENUE  
HAMPTON, NH 03842**

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**Neighbors in Fire Safety**

If you are one of the growing numbers of Americans who live in apartments, condominiums or town homes, it is vital that you practice fire safety as an individual and as a community. Because you live in attached residencies, your neighbor's lifestyle affects your safety, too.

Make a point to look for and ask about fire safety features when looking to rent or buy.

Look for:

Accessible and clearly marked exits; clean, well maintained buildings; enclosed exit stairways; smoke detectors and fire alarm systems; automatic sprinkler system, and halls and stairs kept clean of trash and boxes.

Be prepared in advance to handle a fire emergency.

- Preplan escape routes. Know them in the dark.
- Know to stay low and crawl in smoke to avoid the poisonous gases.
- Locate fire extinguishers and fire alarms. Know how to use them. Know if the alarm sounds in the building and at the fire department.
- Never assume someone else has called the fire department. Do it yourself once you are out.
- Never prop open exit stairway doors. Once smoke enters, the exit is not safe.

Get the facts. Smoking is one of the leading causes of apartment fires, with most starting in the living room, den or lounge from cigarettes dropped in furniture. Never smoke in bed.

Keeping combustibles too close to heating equipment is another cause of apartment fires. Keep paper and clothing away from heaters and stoves.

Share responsibility for fire safety with your neighbors. Remember, you are not alone.

**SMOKE DETECTORS DO SAVE LIVES  
926-3316**

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