



HAMPTON MEADOWS CONDOMINIUM ASSOCIATION
155 Hampton Meadows, Hampton, New Hampshire 03842



HAMPTON MEADOWS CONDOMINIUM ASSOCIATION (HMCA) RULES & REGULATIONS

RULE AMENDMENTS: 2) Common Areas 5/23/07; 4) Pets 5/25/11; 5) Swimming Pool 5/25/11; 6) Tennis Courts 5/25/11; 7) Parking 12/7/04, 5/23/07; 8) Speed Limits 5/23/07, 12) Trash and Recyclables 5/23/07, 5/25/11; 15) Solicitation 5/23/07; 16) Building Exteriors 5/25/11; 17) Signs/Flags/ Protrusions 3/29/06, 5/23/07, 12/15/10; 18) Contractors 5/25/11; 20) Insurance 5/23/07; 21) Mortgage Notice 5/23/07; 23) Notice of Default 5/25/11; 24) Payment of Common Charges 5/23/07; 28) Fines 5/23/07; 31) Clubhouse 10/22/09, 5/25/11; 33) Access Cards 5/25/11; Attachment A 10/22/09, 12/15/10, 5/25/11;

1) Use of Units

Units shall be used for single-family residential purposes only. No business activities shall be conducted in any Unit except that a professional office may be maintained therein, provided that no employees are engaged to perform business activities therein, that no advertising is done that mentions the Unit or its street address, and that no services to clients, customers or patients are performed on the premises.

2) Common Areas

There shall be no installation of furniture or fixtures such as swing sets, swimming pools of any kind or size, clothes lines, clothes poles, clothes racks, sandboxes, lawn ornaments, basketball hoops, badminton or volley ball nets, or any other structures, furniture or equipment on lawn areas in the Common or Limited Common areas. Outdoor grills are allowed on decks only.

(Amended 5/23/07) Installation of hot tubs on Common Areas, Limited Common Areas such as decks is not permitted, with the following exceptions:

- a. Unit #2, Michael and Johanna Rangel (installed on the lawn);
- b. Unit #149, William O'Connell and Sally Hart (installed on the deck);
- c. Unit #152, Andrew and Susan Swales (installed on the lawn).

The aforementioned hot tubs may remain as long as one of the present owners own the Unit. The present owners are responsible for the removal of their hot tub and returning the area to its original condition upon the sale of their Unit.

No personal articles shall be allowed to remain unattended in any part of the Limited Common or Common Areas, including but not limited to, bicycles, scooters, baby carriages, or similar vehicles or toys.

3) Plantings

Flowers, small shrubs, and small garden ornaments, but not fences may be planted or erected by Unit owners in the stone wall garden area at the front of each unit. If the Unit owner exercises this right, they must place within the stone wall area an HMCA-supplied "Maintained by Owner" sign indicating the owner's acceptance of the maintenance of that area. This includes responsibility for weeding, mulching, trimming, planting, fertilizing, and Spring/Fall cleanup, and edging in the case of approved foundation plantings, otherwise HMCA shall assume the maintenance of that area according to its standards, and charge the Unit owner to return it to its original configuration.

Unit owners may submit written requests to the Board seeking their permission to plant flowers or small shrubs in other areas within their Limited Common Area, but not extending more than 30" from the edge of the Unit's foundation or deck skirt. If such requests are approved by the Board in writing, the Unit owner must assume all costs for implementing the plantings, all costs for the continued maintenance of those areas and responsibility for any damages that may occur as a result of those modifications.

Written request for plantings in Limited Common Area outside the stone wall garden shall contain the following information:

- a. Unit owner's name, Unit number, and the owner's telephone number;
- b. A description of the plantings, including location, size and impact on existing landscape;
- c. Identification of the plantings, shrubs, annuals or perennials;
- d. The Unit owner accepts full responsibility for the maintenance of the plantings.

If the Unit is ever placed on the real estate market for sale, the owner or estate of the owner must follow one of these two required options concerning their plantings in the Limited Common Areas for which they have maintenance responsibilities:

- a. The Unit owner must convey to any sales people involved in showing their Unit, and to the new owners prior to passing of papers, this section of the HMCA Rules and Regulations indicating the new owners obligations to either continue with the maintenance of the plantings area left by the selling owners or a financial responsibility to reimburse HMCA for returning those planting areas to their original state of sod; or,
- b. The Unit owner must request a cost estimate from HMCA to return their Limited Common Area plantings to sod and/or original plantings. Such a request must be made in writing and received by the Board a minimum of 10 business days prior to passing papers on their property. The estimated cost must be transferred to HMCA by check or money order no later than the date of the sale's closing.

Any modifications outside of the stone wall garden areas without written approval of the Board must be removed, repaired, or replaced at the sole cost and expense of the Unit owner. Any modifications not removed within two weeks of receipt of written notice from the Board shall be removed by HMCA at the owner expense.

4) Pets

No animal of any kind shall be raised, bred, or permitted in any Unit, Limited Common or Common Area, except that birds, dogs and cats shall be permitted as household pets. No resident shall have more than two household pets in total (i.e. one of each or two of one type). No animals are to be kept, bred or maintained for any commercial purpose, all must be housed within the Unit, and all must abide by all applicable Rules and Regulations. No outside dog pens, runs, yards or electric fences (*Exception eliminated 5/25/11*) are permitted for pet control on the Limited Common or Common Areas.

HMCA bears no responsibility or liability with respect to injury, damage, loss or death of any pet anywhere on/or within the Condominium.

Each Unit owner keeping any household pet(s) indemnifies HMCA and each of its Unit owners and hold them harmless against any loss or liability of any kind whatsoever arising from or growing out of keeping of household pet(s).

Neither dogs nor cats may be in the Common or Limited Common Areas unless carried or on a leash. All residents shall remove their pet waste from the Common and Limited Common Areas. The cost to repair any damage to the Common or Limited Common Area due to pet waste will be borne by the respective owner. Failure to pay HMCA's cost of repair will result in a fine as described in Rule 28.

The Unit owner of any pet causing or creating a nuisance or unreasonable disturbance generating three or more separate complaints must appear before the Board to address these complaints. After this meeting, in addition to the fines that may be levied by the Board for violations of these Rules and Regulations, the Board may compel the removal of the offending pet from the Condominium.

5) Swimming Pool (*Amended 5/25/11*)

- a. All guests in the pool area must be accompanied by an owner as long as their guests are in the pool area.
- b. No glass containers may be brought to the pool or patio area. Food and drink are limited to the patio area and any residue must be removed and properly disposed.

- c. Disturbances, including but not limited to, loud noise, electronically amplified sound, or profane language are prohibited.
- d. Running, diving and pushing are prohibited.
- e. Pets are not permitted in the pool area.
- f. Swim diapers must be worn by infants and small children not toilet trained.
- g. Umbrellas must be lowered after use.

6) Tennis Courts (*Amended 5/25/11*)

- a. All guests in the tennis court area must be accompanied by an owner as long as their guests are in the court area.
- b. Tennis courts are available on a first-come first-served basis.
- c. Singles players are permitted a one-hour court time and doubles players are permitted a two-hour court time.
- d. All players shall surrender the court upon completion of the time limit if others are waiting to play.
- e. Shirts shall be worn at all times.
- f. No pets are permitted in the tennis area.
- g. Foods and liquids, except drinking water, are prohibited on or at the tennis courts.

7) Parking

Each home has four parking spaces, two in the garage and two in the driveway. Residents are encouraged to park their vehicles inside their garages and may park in their driveway in the Limited Common area. Daytime parking on the street by owners is strongly discouraged and owners must require their guests to use the host's driveway or visitor parking. Overnight parking on the street and parking on grass or lawns anywhere in the condominium is strictly prohibited.

Repair or dead storage of vehicles, boats or equipment including, but not limited to, recreational and commercial vehicles, cars, motor scooters and trucks, are not permitted on condominium property, with the following exception:

- a. (*Amended 12/7/04*) Paul or Pauline Wood have been assigned one parking space for a recreational vehicle behind the clubhouse so long as either of them own unit #34

Dependent family members of residents are considered to be residents for the purpose of this rule, whether in actual residence or not. Residents are not permitted to park in any visitor parking space in excess of twenty-four hours, except as expressly permitted by the board of directors.

The HMCA Board shall have the right to impose a fine for violations of this rule, (*Amended 5/23/07*) as noted in **Rule 28) Fines** and the right to remove an offending vehicle or equipment at the expense and the liability of the responsible homeowner.

8) Speed Limits

The vehicle speed limit on Condominium streets is (*Amended 5/23/07*) 20 miles per hour.

9) Hobbies

Unit Owners shall not conduct hobby activities on the Common Areas and shall limit hobby activities on the Limited Common Area to those activities that can be fully removed from the Limited Common area during the nighttime periods.

10) Radio and TV Antennas

No radio or analog off-air antennas shall be erected, attached to, or hung from the exterior of any Unit building or Limited Common or Common Area. An analog, off-air TV antenna may be installed in the attic area provided connecting cable is routed internally.

Digital satellite (DBS) antennas are permitted upon written application to the Board, and must be installed on the rear surface of the chimney enclosure or on a side surface if necessary for unobstructed view of the

satellite. The down lead cable must be routed internally via the chimney cavity into the basement and then internally installed as required. The entry into the chimney must be properly sealed against weather.

HMCA retains the right to monitor and inspect the installation and to require any reasonable measures necessary, in its sole opinion, to maintain the integrity of the unit's exterior surface.

11) Temporary Structures

No temporary structures, trailers, tents, sheds, playhouses and the like shall be permitted in or about the Limited Common or Common Areas.

12) Trash and Recyclables

Trash, garbage or other waste materials shall be stored and placed in covered containers in Unit garages. Trash placed for contractor curbside pickup must be:

- a. In tied plastic rubbish bags;
- b. Put in covered receptacles at end of driveway (*Amended 5/23/07*) and off the lawn. (Stand-alone rubbish bags are not permitted.)
- c. Not placed curbside prior to 7 PM of the evening before pickup. (*Amended 5/25/11*)

Recyclables (bottles, plastic, cans, newspaper, paper and cardboard) shall be placed for curbside pickup in containers. (*Amended 5/25/11*)

13) Noise

Residents should understand that the close proximity of living areas dictates that common sense, good judgment and consideration shall be used by them and their guests at all times. Any activity that, by its nature, violates this concept shall be deemed a violation of these Rules and Regulations.

Electronically amplified sound that can be heard beyond the boundaries of the Limited Common Area of the Unit where it is generated, between the hours of 10 p.m. and 7 a.m., shall be a violation of this rule.

14) Nuisance

No short-wave, citizens band or other amateur or commercial radio operation that interferes with any other Unit owner's TV or radio reception is permitted.

No noxious or offensive activity shall be carried on by the Unit owner(s), their family, servants, employees, agents, visitors, and licensees, in their Unit or in the Limited Common or Common Areas and Facilities. Nor shall anything be done therein, either willfully or negligently, which may be, or become an annoyance or nuisance to the other Unit owners.

15) Solicitation

No advertising including but not limited to pamphlets, free newspapers or other free printed matter of any kind shall be distributed to Units (*Amended 5/23/07*) or within the Mail Room. No soliciting, peddling, or door-to-door canvassing of any nature whatsoever shall be permitted in the development. Delivery of paid newspaper subscriptions and HMCA materials is permitted. Occupants of Units who are agents for commercial interests shall not solicit in person or by telephone within Condominium.

16) Building Exteriors

No Unit owner shall change or modify any part of the Unit exterior without submission of a detailed plan to the Board of Directors. The exterior includes but is not limited to:

- a. Vinyl and aluminum siding;
- b. Trim system, roofing, decks and deck skirting;
- c. Doors, windows and skylights. (*Amended 5/25/11*)

Construction may not commence before receiving written permission from the Board and must be completed within three months of the start date. Exterior construction will require the Unit owner to accept the terms and conditions as defined in Attachment A.

Bird feeders and/or Birdbaths must be located on the deck, on trees or in mulched areas.

17) Signs/Flags/Protrusions

No sign, plaque or communication of any description shall be placed on the exterior of any Unit or in any Limited Common or Common Area by a Unit owner including, but not limited to, "For Sale", "For Rent", "For Lease", "Welcome", "Owner Names", "Hex Signs", or any other sign or window display; nor shall any advertising be maintained or permitted on any part of the Unit.

(Amended 3/29/06) A Unit Owner may display an "Open House" sign within their Limited Common Area only on the day of the open house.

No sign, including but not limited to notices, advertisements, flags, banners, posters or the like shall be inscribed or exposed on or at any window or other part of any Unit, nor shall anything be projected out of any window in a Unit without approval of the Board. *(Amended 12/15/10)* An alarm system notification no larger than a 3" x 5" decal may be displayed at up to 4 entry points in any Unit.

(Amended 5/23/07) The only flag that may be displayed is a United States flag not greater than 3 by 5 ft. on a staff supported by an angled bracket affixed to the vertical garage edge trim immediately to the left or right side of the garage door, or to the vertical house edge trim adjacent to the front entrance stair's banister. The bracket should be attached with #8 x 2-1/2" stainless steel "square head" screws that should be tight but not embedded into the vinyl. (There will be a slight separation between the vinyl and the wood column behind it after tightening the bracket screws.) The flag and assembly must not cover the house number, impede access to the front door, or be allowed to touch the ground. Unit owners must be aware that later removal of the bracket will require replacement of the vinyl siding piece penetrated by the screws, at the owner's cost.

Exterior shades, including but not limited to window guards, window boxes, ventilators, fans and air conditioning devices are prohibited. Retractable awnings are allowed over decks with Board permission.

18) Contractors *(Amended 5/25/11)*

All contractors doing any kind of work at the Condominium for HMCA or for a Unit owner must provide an Insurance Certificate to the Property Manager or Director prior to commencing any work.

19) Agreements, Contracts, Deeds, etc

All agreements, contracts, deeds, and other instruments of HMCA shall be executed by HMCA Directors or by such other persons or person as may, in writing, be designated by the Board.

20) Insurance

No Unit owner shall use their Unit in such a fashion as to result in the cancellation of insurance maintained by HMCA on the Condominium or in any way increase the cost of such insurance.

Fire Insurance: Condominium Unit

Each condo unit owner shall obtain their own separate insurance coverage for the entire condo unit building, even though a portion of the building is Limited Common Area. A copy of the insurance policy shall be provided to HMCA. The policy shall be sufficient to cover 100 percent of the replacement value of the condo Unit building. (Reference: HMCA Declaration of Condominium, Art. 14, Sect. A, dated 3/27/97)

(Amended 5/23/07) Each Unit owner, annually, must provide proof of fire insurance for their condo Unit. A copy of the Insurance Policy Declaration Page(s) showing the coverage, limits of liability, deductible, mortgage holder, forms and endorsements shall be mailed to HMCA – Insurance, 155 Hampton Meadows, Hampton, NH 03842.

Transfer of condo Unit ownership:

The purchaser (new owner) must provide proof (declaration pages) of fire insurance coverage within 30 calendar days following the recording of property transfer at the Registry of Deeds.

21) Mortgage Notice *(Removal as of 5/23/07)*

22) Notice of Unpaid Common Charges

HMCA, whenever so requested in writing by a Mortgager or Lending Institution of a Unit, shall promptly report any then unpaid common charges due or any other violation of the provisions of the By-Laws or the Rules and Regulations by the owner of the mortgaged Unit.

23) Notice of Default.

HMCA, when giving notice to a Unit owner of a default in paying common charges or fines resulting from violations of the provisions of the By-Laws or these Rules and Regulations, must send a copy of such notice to each holder of a mortgage on such Unit whose name and address has previously been furnished to HMCA. In the event of such a default the Unit owner shall be obligated to pay interest of one and one half (1-1/2%) percent per month from the due date, together with all expenses, including attorney's fees, incurred by HMCA in any proceeding brought to collect such unpaid common charges. (*Amended 5/25/11*) There may be circumstances where waiving the 1-1/2% interest per month for up to 3 months may be granted at the discretion of the Board.

24) Payment of Common Charges (*Amended 5/23/07*)

Unit owners are obligated to pay their common charges quarterly on or before the first day of January, April, July, and October. A twenty calendar day grace period will be allowed before a \$25.00 late fee is assessed. Each additional twenty-calendar day late payment period will incur another \$25.00 late fee. Check payment shall be made payable to HMCA, 155 Hampton Meadows, Hampton, NH 03842. Payments (no cash) may be placed in the HMCA mailbox in the mailroom or by mail with the United States Post Office or a similar postal service carrier.

25) Leasing.

Permission to lease a Unit shall be secured from the Board subject to the following conditions:

- a. Condominium fees and any fines are current for the Unit;
- b. A copy of the Declaration, the By-Laws and the Rules and Regulations have been delivered in writing to the Tenant(s) who shall agree, in writing, on a form provided by the Association to abide by them or be subject to eviction by the Association;
- c. A provision in any Lease that the Unit Owner and the Tenant shall be jointly and severally liable to the Association for damages caused by the Tenant's breach of the By-Laws or these Rules and Regulations, which damages shall specifically include the Association's legal costs and fees in enforcing the By-Laws or Rules and Regulations against the Tenant and/or Unit Owner;
- d. No more than ten percent of the total Units which have been completed shall be rented at any one time. HMCA shall maintain a record of all Unit owners who wish to rent their Units, and they shall be granted permission on a first-come first-served basis;
- e. The Unit owner must provide a copy of the lease to the Board before the Tenant takes occupancy;
- f. Unit owners must notify the Board in writing of the commencement date of the lease and the Unit owner's new mailing address and phone number;
- g. All leases shall be for a term of no less than six months;
- h. Sub-leasing or sub-letting shall not be permitted;
- i. Eligibility to lease or rent shall lapse if the Unit has been vacant for a period exceeding sixty (60) days after permission to lease is granted, and if there is any Unit owner on the waiting list, or if the Unit owner resides in said Unit for a period of sixty consecutive days after permission to lease has been granted;
- j. Units may be leased for residential use only. In no event may a Unit be used as a hotel, motel, boarding house, or the like;
- k. Upon lease of their Unit, owners transfer their rights to the use of Common Areas or HMCA facilities for the term of the lease.

26) Enforcement.

Reports of rule violations shall be made to the Board. A violation report must be completely filled out and signed for the complaint to be considered. A violation report must contain the following information:

- a. Offender's name;
- b. Address;
- c. Violation location;
- d. Date and time of violation;
- e. Description of the violation(s);
- f. Reporter's name, phone number, address, signature;
- g. Other witnesses' names, addresses, phone numbers.

The Reporter must be prepared (and may be required) to appear at a hearing to testify about the complaint if requested by the accused/offender. If after review of an alleged violation the Board may take one or more of the following actions:

- a. Verbal notification;
- b. Written notification;
- c. Fine as defined in Rule 28.

The alleged offender may pay the fine assessed, if any, and the matter shall be closed.

The alleged offender may request a hearing with the Board, which shall be held on a mutually acceptable date within 30 days of the date of the notice.

At the hearing:

- a. The alleged offender and reporter (if present) will have the opportunity to express his /her position;
- b. The board will render a decision and inform both parties in writing in a timely manner.

27) Amendments

These Rules and Regulations may be amended or revised at any time by approval of the Board.

28) Fines

The Board shall impose and assess fines against a Unit owner as a method of enforcing the Condominium Declaration, By-laws, and Rules and Regulations. Fines may include but are not limited to daily fines for continued violations.

All unpaid fines shall be a lien on the Unit charged. All fines are due and payable within thirty days of a final ruling. All fines collected shall be placed in the HMCA general fund.

Schedule of fines for each violation: (*Amended 5/23/07*)

- a. Violations of use restrictions including non-permitted tenants and commercial use of a Unit is \$50.00 per day until the violation ceases.
- b. Damage to Common Areas, Limited Common Areas, or any Facilities will be replaced or repaired by HMCA and charged to the responsible Unit owner.
- c. All other violations are \$25.00 each.

29) Equal Protection

HMCA shall not, in the exercise of any duties or powers hereunder, discriminate against any person because of their race, religious creed, color, national origin, sex, ancestry or marital status.

30) Precedence of Documents

In the event of a conflict of law, Federal law prevails over state law (for example antidiscrimination and telecommunications law), State law (particularly RSA 356 B which regulates Condominiums) prevails over the recorded Hampton Meadows Condominium documents (Declaration, By-Laws, and Plans), and said Declaration, By-Laws and Plan take priority, in the case of conflict, over these Rules and Regulations.

31) Clubhouse 154 Hampton Meadows

Community Use: (*Amended 5/25/11*)

- a. The clubhouse is reserved for the use of Unit owners and their accompanied guests
- b. Hours of operation are from 6:00 am to 12:00 midnight. This may be extended to 1:00 AM with written approval of the Clubhouse Manager;
- c. Unit owner(s) are responsible for any damage to the Clubhouse caused by their family members or guests. By using the clubhouse the Unit owner(s) agree that the Clubhouse Manager shall be the sole and final determinant of the presence and degree of damage;
- d. Any kitchen utensils, dishes or glassware used must be washed, dried and replaced prior to leaving the premises;
- e. No trash is to be left on the premises. Whatever is brought in must be carried out;
- f. No smoking in the clubhouse;
- g. No television fine adjustments or thermostat adjustments are to be made;
- h. No animals, except registered guide dogs, are allowed inside the clubhouse;
- i. The telephone is for local phone calls only. Access to long distance is by personal phone cards;
- j. The kitchen and bathrooms must be checked to be sure all appliances are off and water shut off, all doors and windows are to be locked, and the lights turned off when leaving the clubhouse;
- k. The Clubhouse Manager is to be contacted if there is a problem with overall cleanliness, functioning of equipment, etc.;
- l. Proper attire is required at all times. (No bathing suits, bare feet, etc.);
- m. You are the owner of this Clubhouse. Treat it like you would your home - keep it pristine.

Exclusive Use: (*Section C & D amended 10/22/09*)

- a. Rules for community use apply to exclusive users.
- b. Reservations for the exclusive use of the Clubhouse will be on a first come, first served basis upon payment of the security fee, but never at the deletion of an event previously scheduled by a Unit owners unless they agree to be rescheduled.
- c. Reservations may be made for the exclusive use of the clubhouse through the Clubhouse Manager up to ninety days in advance of the event. A partially refundable fee of \$350.00 must be made by check payable to the HMCA.
- d. After the minimum \$75.00 cleaning fee and a \$150.00 usage fee are deducted and a satisfactory report of no damage to the premises made by the Clubhouse Manager following the event, the balance of the security deposit will be returned.
- e. The exclusive user must agree in writing that the Clubhouse Manager shall be the final authority with respect to determination of the presence or degree of damage to the clubhouse or its furnishings and that total restitution, for all damage, is the responsibility of the user. The Clubhouse manager has the authority to waive cleaning fee.

32 Transfer of ownership of Condominium Unit.

The seller is responsible to provide to the buyer, and the buyer is responsible to obtain from the seller the following:

- a. A copy of the HMCA Declaration, Amendments to Declaration, Bylaws, Amendments to Bylaws, and current Rules and Regulations. (Copies are available from the HMCA management company, Steven A. Miller, Property Manager, S. S. Maguire Management LLC: Off: 603-868-1262 or steve@maguiremanagement.com for a fee of \$50.00 payable to HMCA.)
- b. Electronic Access Cards for entering the HMCA Mailroom and Clubhouse. See Rule 33 for information about access cards and their replacement.
- c. Key(s) for the condo unit mailbox located in the HMCA Mailroom, 155 Hampton Meadows.
- d. Key(s) for gaining access to the purchased condominium Unit.
- e. Remote Control Devices that activate the Automatic Garage Door opener at the purchased condominium Unit.

The HMCA is not responsible to provide the above listed items except as noted in this specific rule.

33) Access Cards: Mailroom and Clubhouse *(Amended 5/25/11)*

The HMCA Clubhouse, Mailroom and Pool Area are equipped with an electronic access system that records each person's entry date and time. Each condo unit is allowed up to 2 (two) access cards. Access cards are for the sole use of the Unit's Owner(s) and not for their guests. Due to the potential liability from the use of these common facilities owned and insured by HMCA, infractions of this rule are considered serious and will be subject to **Rule 28) Fines**. These cards are for the sole use by each Unit's owner(s). In the event that a card is lost or damaged by the condo unit owner, the Property Manager must be immediately notified for approval to order a replacement card from Richard Hureau, HMCA Web Master of Unit #103 for a fee of \$35.00 per card. Make the check payable to HMCA. The fee covers the cost for the new card, updating the database, activating the new card and deactivating the old card.

**Attachment A – Request for an Exterior Alteration of a Unit
HAMPTON MEADOWS CONDOMINIUM ASSOCIATION (HMCA)
155 Hampton Meadows, Hampton, New Hampshire 03842**

To be completed by the Unit owners:

Unit Owners Name(s): _____

Unit Number: _____ Hampton Meadows, Hampton, NH 03842 Date: _____

Requested alteration description:

Enclosed is a dimensioned plan (Yes ___ No ___) by (Owner/Architect/other) of the alteration area or item and the perimeters of the Unit or chimney adjacent to the alteration:

If this Request for an Exterior Alteration of this Unit is accepted and signed by the Board of Directors (BOD), my/our signature(s) below indicate acceptance of each of the following conditions:

- 1. Deviations/Change:** None can be made to the detailed plan that was presented to the board for approval at the above date without further approval from the board.
- 2. HMCA Rules & Regulations:** All those applicable to this request and Hampton building codes must be followed;
- 3. Expenses for the Approved Project:** All are the responsibility of the Unit owner(s);
- 4. Damages to HMCA Limited Common or Common Areas:** All, such as irrigation system, lawn, shrubs, etc., will be repaired at the Unit owner's expense and at a standard acceptable to and approved by the BOD;
- 5. Present and Future Maintenance and/or Repairs:** All for this approved project are the responsibility of the Unit owner(s). Any future repairs to this unit, necessitated directly by this approved project, are the responsibility of the Unit owner. Should the Unit be sold by this or any future owner(s) who decided to remove the alterations, the removal shall be done at the future owner's expense. For roof areas re-shingled at the owners cost and with BOD approval and PM inspection to assure specs are met, HMCA will assume future repair/replacement shingle costs after new work's guarantee has ended.
- 6. Contractors Hired by the Unit Owner(s):** All must have the required insurance defined in the HMCA bylaws and declaration. Proof of insurance must be provided to the BOD upon request;
- 7. Transfer of Property Ownership:** Whenever the property is sold the current owner (seller) or their agent must inform the new owner (buyer) that this agreement is automatically transferred with the purchase of the property to all future sales to new owners.
- 8. Exterior penetrations of the Unit:** None shall be allowed without specific identification and approval by the BOD. Exceptions include deck awnings that can only be attached to a wall, not the roof; or a dish antenna that can be attached only to the chimney structure with wires only running down the chimney openings;

Unit Owner Signature(s) _____

To be completed by the Board of Directors

At the HMCA Board of Directors meeting on _____ 20__ your request described above with the enclosed dimensioned sketch and your signed unconditional acceptance of the conditions highlighted above was:

(Approved ___, Disapproved ___) by the BOD. If approved, this approval shall be in effect for the next 90 days from the latest date signed below by the BOD Chairman & Vice Chairman .

Chairman, BOD **Print Name** **Date**

Vice Chairman, BOD **Print Name** **Date**