

# ***LAFAYETTE PROFESSIONAL ASSOCIATES CONDOMINIUM ASSOCIATION***

## **Rules and Regulations**

Welcome to the Lafayette Professional Associates Condominium Association.

Owning or leasing in a condominium association differs from owning or leasing in a non-condominium setting. The distinctions have advantages and disadvantages, depending upon one's point of view at any given time. For instance, the lack of responsibility for snow removal, upkeep of the grounds, repairs and maintenance are clearly advantages. But paying a fee to have these and other services and conveniences requires cooperation and conformity that is not always a personal advantage.

The facts are, we own the interior of our unit(s), but not the exterior. We neither own, nor have the exclusive use of the grounds adjacent to our unit. They are common to us all. Consequently, every regulation will not be agreeable to everyone.

The Board of Directors of the Lafayette Professional Associates Condominium Association has adopted the following rules pursuant to the powers conferred upon the Board of Directors in the Declaration, Bylaws and the Condominium Act. All owners and occupants shall at all times comply with these rules and regulations. The Rules and Regulations are intended to assist in preserving a clean and attractive environment, protecting and enhancing the value of the property.

The Board of Directors meets regularly to review concerns of the community and it welcomes suggestions and comments – including changes to these Rules. If you have questions about the services you receive, maintenance procedures, or other policies regarding life within our condominium community, please contact a Board member or the management company. The key to a successful association is the support of its members.

### **Common Area:**

Consists of all property other than the units and their Limited Common Area.

### **Limited Common Area:**

Certain areas are designated Limited Common Area, each such area being reserved for the exclusive use of the unit to which it is adjacent.

## **Common Policies**

1. The sidewalks, walkways, and entryways must not be obstructed, encumbered or used for any purpose other than entering and exiting the premises. For safety, insurance and aesthetic reasons, no carriages, bicycles, shopping carts, trashcans, refuse, furniture, equipment or any other object of a similar type of nature may be stored on sidewalks, walkways, or entryways. The personal property of all owners and tenants must be stored within their units. Nothing shall be stored in the Commons Areas at any time without the express, written permission of the Board of Directors.

2. No linens, clothing, curtains, rugs, mops, laundry or other articles shall be shaken or hung from or allowed to fall from any of the windows, doors, front or rear entryways or exposed on the Common Areas. These areas

must be kept free of refuse, debris and other unsightly materials. No resident shall sweep or throw any dirt or other substances outside of his Unit on the Common Area.

3. No signs, e.g. political or for sale signs, advertisements, notices or other lettering shall be exhibited, displayed in windows, inscribed, painted or affixed in, on or upon any part of the condominium by any resident, without the written permission of the Board of Directors. Seasonal decorations of a moderate nature are permitted.

4. No parking shall be permitted on lawns, sidewalks, or on the sides of or in the rear of the building. No commercial vehicles, boats, trailers, campers, snowmobiles, snowplows or all-terrain vehicles shall be used or kept anywhere on the premises of the condominium. Unregistered motor vehicles shall not be stored, driven or parked on condominium property. Inoperable, uninspectable or unregistered cars are not to be left on Association property. Further, parking is not allowed overnight for the owners or employees or occupants of commercial units without the express, written permission of the Board. Any vehicle in violation will be towed at the owner's expense with no advance notice required. Further, there is a winter parking ban in effect for those evenings in which there is an expected snow accumulation of greater than one inch. In those instances, cars must be moved to the area designated on the map at the end of this Rules Packet. Those cars which are not moved are subject to being towed. Knowing how inaccurate meteorologists can be, it is best to be safe and simply move your vehicle(s) to the designated area any time there is a snow forecast.

5. No nuisances shall be allowed on the property. Owners shall neither make nor permit their guests, invitees or tenants to make any improper offensive or unlawful use of any property comprising the condominium. In particular; no use shall be made of any unit which would become an annoyance or nuisance to the other unit owners. This would also include any unnecessary noise from stereos, televisions, musical instruments or pets. While barbecue grills are allowed in the area designated by the Board, smokers are not allowed. It is left to the sole discretion of the Board of Directors whether something is deemed a nuisance.

6. Nothing shall be done in any Unit or in, on, or to the Common Areas, which may impair the structural integrity of the Property, or which would structurally or stylistically change a building or improvements thereon without the express, written permission of the Board of Directors. Nothing shall be altered or constructed in or removed from the Commons Areas.

7. No owner or tenant shall allow the installation of wiring for electrical, telephone or television use, air conditioning units or other machines, equipment's or fixtures which protrude through the walls or roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized in writing by the Board of Directors.

8. No flammable, combustible, hazardous or explosive fluids, chemicals or substances shall be kept in any Unit or Common Area except such as are suitable for normal household cleaning.

9. Water heaters must have a drip pan and a water sensor, such as a Water Bug, to shut off the water heater should it start to leak. The management company will have the acceptable types of pans and sensors from which to choose. No one needs to drain their water heater and raise it just to put in the drip pan and sensor. However, the Board has the right to inspect units to determine whether, in its discretion, the water heater poses a risk of failure that will require the installation of the drip pan and water sensor. Regardless, from the effective date of the adoption of these rules, any time a unit owner repairs his/her water heater, the drip pan and water sensor must be installed.

10. No Unit or Common Area shall be used for unlawful or improper purposes.

11. No activity shall be done or maintained in any Unit or on the Common Area, which will increase the rate of insurance on any Unit or the Common Area or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Board of Directors.

12. Pets are not allowed on the Property or in the Units without the express, written permission of the Board of Directors, which permission shall not unreasonably be withheld.

13. Owners have the right to rent or lease their Unit. Leases must be at least six months in duration. A copy of each Lease must be forwarded immediately after signing to the Board of Directors. Every Lease shall include a provision requiring the occupant(s) to comply with all terms and conditions of the Declaration, the Bylaws, and the Rules and Regulations, and that the failure of said occupant(s) to so comply shall be a default under said Lease.

14. Lessors shall provide a copy of the Rules and Regulation to each Tenant. The Declaration and Bylaws bind all owners and tenants to the documents and the rules and regulations, the best way to inform them is through the landlord. While inappropriately placed items such as parked cars and grills will be removed by the Board, fines are levied against the Owner, so it is best to have the owner keep the tenant(s) informed as to the Rules and Regulations.

15. All trash must be placed in the dumpster. However, the dumpsters are to be used only for everyday garage and not such bulky items mattresses, couches and other furniture, as well as such non-ordinary items as building and renovation materials. Items such as are prohibited from being disposed of onsite and must be brought to the City Yard for disposal.

16. Condominium fees are due and payable on the first of each month at the following address:

True North Property Management, LLC  
208 Market Street, Suite 203  
Portsmouth, NH 03801

17. The unit owners are notified at least once a year, usually shortly after the Association's Annual Meeting, by the management company, as directed by the Board of Directors, as to any increase in condominium fees for the coming year. If the Board levies a special assessment, unit owners will be notified by the management company with at least thirty (30) days notice of the due date of the assessment. In rare cases, the Board of Directors may establish payment plans both for monthly assessment delinquencies as well as for the payment over time of special assessments. Such plans are left to the sole discretion of the Board of Directors.

18. All requests for maintenance must go to the management company. Non-emergency maintenance is performed between the hours of 9:00 a.m. to 4:30 p.m.

19. Employees of the Association or the management company shall not be requested or directed to leave the Association by any owner or tenant at any time for any purpose. No owner or tenant shall direct, supervise or in any manner attempt to assert control over the employees of the Managing Agent or Association as the management company is a contractor hired by the Association through the Board and is not the employee of any individual unit owner.

20. Vehicles are to be parked only within the lined spaces. Spaces, unless otherwise designated by the Board of Directors, are not assigned.

21. Smoking is not allowed in any of the buildings, regardless of whether the area in the building is common area, limited common area or part of the Unit, and is prohibited outside within twenty (20) feet of any building.

Other Rules and Regulations are contained in the Declaration and Bylaws. Each Unit Owner receives one complete set of the Declaration and Bylaws upon purchase of their unit(s). If you would like a second set, the management company will provide one at a cost of \$35.00. By statute and the language of the Declaration and Bylaws each Unit Owner and Tenant is bound by the terms and conditions of the Declaration and Bylaws, so it is worth reading them occasionally. If you have any questions about them, please contact the Board or the management company.

Interpretation of these Rules and Regulations is left to the sole discretion of the Board of Directors. Specific complaints of their violation shall be made in writing to the Lafayette Professional Associates Condominium Association Board of Directors in care of the management company. The complainant shall be notified by the Board as to what action has been taken.

The Board meets several times of year. The Board meeting dates shall be published as time permits. Non-Board members are permitted to attend. Tenants are allowed to appear only at the request of the Board of Directors. There is an open session at the beginning of every Board meeting for unit owners to address the Board. Thereafter, the Board President will close the open session, and the Board will conduct its regular business. Unit Owners, with the permission of the Board of Directors, are allowed to remain while the Board conducts its regular business.

These rules may be amended in any way, at any time, by action of the Board of Directors as conditions warrant. Owners shall be notified of any changes made.

Any owner or tenant whose interests are affected by a rule change are not grandfathered and may not continue such action or behavior without the express, written permission of the Board of Directors.


No one enjoys fining neighbors and friends for violations of the Association's documents. However, after warnings are given it is a Board's duty, on behalf of all the unit owners, to correct the offending behavior. Additionally, the Board needs flexibility in any given instance to fine what is appropriate, balancing the type of violation, the history with the offender, the safety of the unit owners, tenants, and guests, the aesthetics of the Association property and the ability to correct the offending behavior. Each such instance is different, so there is no set fine for each type of violation or number of violations. Rather, depending upon the nature and severity of the offense, after a warning and a chance to correct the behavior the Board has voted to give itself the right to impose fines of up to \$500.00 per violation, but a fine may not be levied more than once a month.

Further, by imposing any fine, you should know the Board has not waived any other remedy it may have under the law, such as towing, instituting suit or terminating a unit owner's (and therefore a tenant's) right to utilize the Common Area, including such things as parking and the use of the dumpster. Also, the Board has the right to impose a late fee of up to \$50.00 each for the late payment of any fine imposed and to add interest of up to 18% for any unpaid fines after thirty days from the date due. Finally, all costs for remedying the violation, including but not limited to, maintenance or legal fees, shall be borne by the offending unit or unit owner.

**Collections:** Should a Unit Owner fail to pay monies assessed, including regular assessments, special assessments, fines, fees, costs and/or interest, the management company will send the Unit Owner(s) a letter on or about thirty (30) days after the due date. After sixty (60) days the matter is forwarded to the Association's attorney for collection. By statute as well as pursuant to the Declaration and Bylaws, all collection costs are borne by the delinquent Unit Owner. Please do not be late with your payments, and please do not put your fellow owners, the Board of Directors in the position of having to move forward in this manner.

**Management Company:** True North Property Management, LLC  
208 Market Street, Suite 203  
Portsmouth, NH 03801  
603/964-5066  
[truenorthmgmt@aol.com](mailto:truenorthmgmt@aol.com)

Adopted on this 7<sup>th</sup> day of August, 2013, by majority vote of the Board of Directors.

  
Stephen Ananian, Clerk  
Lafayette Professional Associates  
Condominium Association