

**Residency Regulations of
The Meadows Condominium Association at South Down**

Revised February 25, 2026

Summary of revision: This revision reorganizes items into six sections, renumbers them, and adds brief headings to make it easier to read and find regulations. No changes were made to wording except for the following:

- 1-1. Used gender neutral wording.
- 1-10. Deleted and replaced sentence about exterior decorations.
- 1-11. Trash procedures updated per current contract.
- 2-2. Instructions added for requesting modifications.
- 2-3. COI information added.
- 3-1 and 3-2. Instructions for plantings in common and limited common areas modified.
- 4-1. Clarified rules for pets.
- Cross-referencing added where appropriate

NOTE: The Residency Regulations enhance, but do not replace, the Meadows condo declaration and bylaws.

1. USE OF RESIDENCES BY OWNERS, RENTERS, AND GUESTS

1-1. Residential use. Units shall be occupied and used only for private residential purposes by owners and their families, or by invitees or authorized occupants of the owner as hereinafter provided and not for any business or commercial use whatsoever (formerly item 1).

1-2. Authorized occupants. Units shall not be used to house more people than they are reasonably designed to accommodate (formerly item 2).

1-3. Use of property. Owners, their invitees and authorized occupants shall not make any improper, offensive or unlawful use of any property comprising the condominium. Specifically, no use shall be made of any unit, or the common area or the limited common area, which would become an annoyance or nuisance to the other unit owners. The common area and limited common area shall not be used in a manner which is inconsistent with the residential character of the condominium (formerly item 3).

1-4. Avoiding nuisances. Owners shall not permit renters and their invitees to make any improper, offensive or unlawful use of any property compromising the unit, the common area and the limited common area. Specifically, no use shall be made of any unit by renters and their invitees which would become an annoyance or nuisance to the other unit owners (formerly item 4). [Also see Section 5 “RENTING, LEASING, OR SELLING YOUR PROPERTY”]

1-5. Owner liability. Each owner shall be liable for any and all damages to the unit and to common and limited common area property which shall be caused by said owner, his renters, invitees, or authorized occupants. To the extent that such damages are not covered by insurance proceeds, said owner shall be assessed by the Association BOD for the costs of repairs. The assessment shall be a lien against the unit of said owner and may be enforced, as provided in the Declaration, the By-Laws, or the Condominium Act. Each owner shall promptly pay when due all repair bills and/or utility bills which are separate liens or charges against his unit (formerly item 10).

1-6. Use of common/ limited common areas. Common areas such as driveways, arbors, fences and walks and/or limited common areas such as patios or owners' gardens shall not be obstructed, littered, defaced or misused in any manner. For Sale signs may not be exposed except those which have been approved in writing by Evergreen Management Company. The common areas/patios, walkways, driveways, arbors, fences and exterior stairways shall not be used for hanging garments, beach towels, bathing suits, rugs, or other household items. Beach toys and inflatables, coolers and boating equipment and other recreational objects shall not be left out overnight on patios, walkways, driveways, stairways or any grassy areas. Lawn ornaments on common areas are not permitted (formerly item 11).

1-7. Unit access. Each owner shall permit reasonable access to his unit by the Association or the agents or employees of the Association for the purpose of maintenance, inspection, repair, replacement of improvements in said unit, or as may be required in emergency situations. For the purpose of providing access to each unit in emergency situations during his absence, each owner shall leave a key or entry code with an agent, a designee of the Association BOD, or with some other person residing on the premises after notifying the Association BOD of its location (formerly item 13).

1-8. Permitted vehicles. No motor vehicles other than of a private passenger type shall be kept at a unit. Commercial trucks and vehicles with commercial signage are not permitted. No boat, ATV, minibike, snowmobile, mobile home, camping trailer, boat trailer, utility trailer or golf cart shall be kept anywhere on the premises of the condominium except in a garage or such places as may be designated by the Association BOD. Unregistered motor vehicles shall not be permitted in any instance (formerly item 16).

1-9. Parking. The Association BOD may regulate parking space(s) for each unit owner within the parking areas shown on the site plan of The Condominium, and designate, limit, or restrict parking in areas that interfere with access to all common areas of The Condominium. Parking is prohibited on grassy common areas. Overnight street parking is not permitted (formerly item 19).

1-10. Exterior decorations. Exterior surfaces of units shall not be decorated in any manner without the consent of the Association BOD. Seasonal decorations should be tasteful and non-political. The Association BOD reserves the right to require the removal of any decoration or ornament deemed unsuitable and not in keeping with the residential nature of the Condominium (formerly item 28).

1-11. Trash/ garbage disposal. Disposition of garbage and trash shall be only by the use of a garbage disposal or approved receptacles stored in garages. All receptacles shall be covered and constructed of material approved by the Association BOD (formerly item 29).

Trash Removal & Pick-up:

- The Meadows Association provides The Meadows Association unit owners with year-round weekly trash removal service.
- Unit owners should place their trash containers curbside before the scheduled pickup time. All unit owners are asked to remove the empty trash containers by the end of the scheduled pickup day, or coordinate with a neighbor to do so if you are unable.
- Any specific trash removal requirements or inquiries should be communicated with the assigned contractor at the time of service. The BOD will provide the association with the trash removal schedule.

1-12. Propane tank restrictions. The use of Propane tanks larger than the standard 20- pound tanks used on barbecue grills are prohibited for use within the Meadows. In addition to posing a safety issue and being unsightly, they pose a liability concern and will increase our Association insurance premium (formerly item 31).

2. CARE, MAINTENANCE, AND RENOVATION OF PROPERTIES

2-1. Owner responsibilities. Each owner shall keep and maintain the interior and exterior of his unit, including all exterior doors, screen and storm doors, garage doors, windows, skylights, chimney, faucets, appliances, light fixtures and other appurtenances in good condition and repair at all times. Limited common areas including patios and certain designated gardens shall be maintained in a neat, orderly condition and shall not be used to store appliances, mechanical equipment and recreational paraphernalia of any kind. The storage of combustible material is prohibited (formerly item 5).

2-2. Modifications/ improvements. The unit shall not be used or altered in any manner that would affect an increase in the expense of operation of the condominium, nor shall any structural alterations of any nature be made without the express approval of the Association BOD. All exterior modifications shall first be approved by the Association BOD before any such installation by the owner. An owner may install an approved screen and/or storm door at the entrance of the condominium unit upon obtaining approval by the Association BOD. An owner shall not paint or change the appearance of any portion of the exterior of the unit or building. Certain modifications and improvements require Association BOD approval and also, approval from the South Down Building Committee. It is the unit owner's responsibility to obtain all necessary approvals before commencing work (formerly item 7).

- To request approval from the Association BOD, use the Meadows "REQUEST FORM – For Maintenance, Additions, Replacements." The form is found on the Meadows Village page of the South Down website; paper copies are also found in the display case at the

mail house. Submit completed forms to the Meadows Board of Directors by e-mail or by dropping into the secure mailbox.

2-3. Certificate of Insurance for modifications. Effective as of July 1, 2025 all modifications and/or renovations listed below must have a Certificate of Insurance (COI) and notification sent to the Board. The COI's must list "The Meadows at South Down, 1 Garden Circle, Laconia, NH 03246" as the insured. The Board is keeping a running list of all COI's we have received, please check with the Board to see if your vendor has one on file with The Meadows to cover the COI requirement. It must be on file with The Meadows and not South Down. You can use the attached maintenance request to let The Board know of the planned modifications to your unit. For split systems and patio modifications the South Down requirements still remain the same, South Down paperwork must be completed with all required documents and approved by The Meadows prior to submission to South Down. South Down will not review it unless it has been approved by The Meadows.

These Modifications/Repairs require notification and COI's to the Board:

- Kitchen renovation
- Bathroom renovation
- Electrical upgrade and/or addition of wiring and electrical panels.
- Water heater replacement
- Window/skylight replacement
- Front door, patio door, storm door and garage door replacement
- Replacement, addition, modification, or removal of chimneys, fireplaces, heaters or kerosene heaters and tanks
- Any major interior work requiring outside contractors
- Outside landscaping workers hired by unit owners
- Modifications to garage walls or floors

The Board does not wish to be the condo police or that nosey neighbor on interior work; however, we do not want to jeopardize losing our Master Condo policy. Our carrier is requiring the Board maintain records of repairs as proof of compliance. Please remember these units are condominiums and cannot be treated as your personal single-family home. Ask before starting any work if you are not sure of how to proceed.

2-4. Large water capacity devices. Hot tubs, Jacuzzis, swimming pools, infinity pools, fish ponds, temporary ponds, "kiddie" pools over 8" in height or other devices that hold large capacities of water shall not be stored or installed in the limited common and common areas in or around the units, including grassed areas, patios and driveways. Proposed installations of large water capacity devices to the interior of the units including the garage must be approved by the Association BOD via the maintenance request guidelines (formerly item 6).

2-5. Air Conditioning units with outside compressors that meet the specifications of the Association AC Policy (as follows) may be installed by unit owners only with prior written approval of the Association BOD and the South Down Building Committee (formerly item 8).

MEADOWS CONDOMINIUM AIR CONDITIONER POLICY

A request to add air conditioning or air conditioning/heating systems to a condominium unit shall be submitted in writing to the Board of Directors, accompanied by a sketch of the proposed location of the outside compressor. Only ductless air conditioning or air conditioning/heating systems such as the Mitsubishi products producing noise levels of 60 decibels or less will be considered. AC systems that are window installed or mounted through the wall of a unit are prohibited. Ducted systems or any system requiring a mechanical installation in any common area of a unit are also prohibited.

When approving a location for the outside compressor, the Board will consider impact on neighboring units, feasibility of alternate locations, and visibility from the street. Outside compressors visible from the street or visible to an immediate neighbor are required to be screened from view by the installation of additional natural plant materials. The Board will respond to the unit owner's request in writing and the response will become part of the unit records maintained by the Association. All outside compressors must be installed on a pad or a stand; no installation is allowed onto the side of the condo. Systems that are installed without Board approval may have to be removed or relocated and may be subject to a fine.

The unit owner and any subsequent owner shall remain responsible for the maintenance and upkeep of the air conditioning or air conditioning/heating systems. Written complaints regarding noise from an air conditioning or air conditioning/heating system will be investigated by the Board. In the event of a complaint regarding use of the air conditioner or air conditioner/heating system, a unit owner must agree to refrain from operating the system until such time as an investigation can be conducted to determine compliance with the air conditioning or air conditioning/heating policy. Any expenses incurred during this process shall be the responsibility of the unit owner.

2-6. Satellite dishes may be installed by unit owners only with prior written approval of the Association BOD and the South Down Building Committee (formerly item 9).

2-7. Mitigating risk of water leaks. In furtherance of the provisions of Article 5, Section 5-100 OWNER'S OBLIGATION TO REPAIR: The Association BOD maintains and asserts the right to authorize independent inspections of each unit at reasonable times and on reasonable notice to the unit owner to ensure that all requirements are in place within each unit as they relate to risk mitigation of potential of water leaks/damage, as determined by the Association's insurance carriers. On or before May 31, 2016, each Unit Owner shall, at his/her own expense, install a water shut off valve for washing machines. The shut off valve shall be installed in place at the location of the washing machine supply hose connections (formerly item 26).

- All washing machines shall utilize hoses manufactured by “FloodChek” at the point of connection from the water source into the washing machine. This implies both hot and cold water sources.
- On or before May 31, 2016, all appliances with a water source, including but not limited to dishwashers, ice makers, sinks/lavatories, and toilets, must be hard plumbed (copper pipe) into the appliance/fixture or utilize Stainless Steel (SST) hoses as a connection means. This implies both hot and cold water sources.
- On or before May 31, 2016, each Unit Owner shall, at his/her own expense, ensure that the Hot Water Source (hot water tank) meets or exceeds all Uniform Plumbing Codes (UPC) most recent edition. In addition to ensuring that the Hot Water Source meets the most recent UPC requirements, a dedicated shut off valve must also be implemented as part of the hot water system.
- If a Hot Water Source is in need of replacement, unit owner must replace the Hot Water Source with a minimum of a six (6) year manufacturer’s warranted hot water storage tank. The BOD is recommending a minimum of a nine (9) year warranted hot water storage tank. Scheduled Maintenance of water leak prevention devices, shut off valves, hot water systems or other potential water damaging sources, as defined by The Meadows Association’s Insurance carriers, will be required by the unit owners. Unit owners must provide documentation of installation and change out dates as prescribed by the BOD. Any unit owners who fail to provide documentation and/or visual inspection evidence of water source devices being installed and maintained shall be subject to assessment for the expenses associated to implementing such devices by the BOD.
- Unit owners must install a minimum of a six (6) year warranted hot water storage tank/heater and have the option of replacing this system at the end of the manufacturer's recommended useful life or replace the sacrificial anode within the hot water storage tank, if available. If the unit owner opts to have the sacrificial anode replaced, the Hot Water Source must have a documented inspection of its functional condition, including the shut off valve, by a licensed plumber or approved installation technician. A copy of this inspection report must be on file with The Meadows BOD immediately after the service has been completed.
- All “FloodChek” Washing Machine hoses must be replaced every twenty (20) years or sooner if required. All unit owners are required to provide evidence of “FloodChek” hoses being installed and maintained. All other SST water supply hoses must be replaced every 10 years or sooner if required. Failure of a Unit Owner to comply with the requirements of this Residency Regulation can result in fines, and charges assessed for expenses associated with repairs caused by nonconformance. The BOD reserves all enforcement rights provided in the Meadows at South Down Condominium documents including but not limited to injunctive relief and liens for unpaid assessments for the cost of bringing the unit into compliance with the provisions of this Article.

2-8. Exterior Lighting Fixtures. The Meadows Association has approved Exterior Lighting Wall Lantern: PORTFOLIO Litshire 13.5” Oil-Rubbed Bronze Outdoor Wall Light-Model # 0049234; for use on all units. This Model is the only acceptable Exterior lighting currently approved for use, without specific written approval from the BOD (formerly item 30).

- All exterior lighting fixtures light bulbs cannot exceed 75/1125 watts/lumens. These bulbs cannot be a “spot or flood” type bulb.
- All exterior lighting fixtures must be switch activated and cannot be a motion detection style. Motion detection *light bulbs*, sensors or adapters may not be used.
- All units are allowed to install one (1) additional approved Wall Lantern to the rear of their unit.
- All existing noncompliant/unapproved installed lighting need not be immediately removed. However, any unit owner complaints regarding existing noncompliant/unapproved exterior lighting will result in the mandatory deactivation and/or removal at the unit owner expense.
- The BOD will have final authority to determine if additional exterior lighting installations meets the requirements and all requests must be approved by the BOD prior to installations. Consideration to adjoining units will be given priority when determining the approval of additional exterior lighting.

2-9. Security systems. Installation of external security systems, including smart doorbells, may pose a privacy threat for neighbors. New installations (or modifications of previously-installed systems) made after May 31, 2021 must be approved by the Meadows BOD and configured to maximize privacy for nearby neighbors (formerly item 32).

2-10. Pest control. The Meadows Association BOD shall be responsible for control of pests determined to cause property damage to Association structures or health concerns to occupants of the structures affected. Unit owners shall refrain from initiating action against a perceived pest, but shall promptly notify the Association BOD of any incident or condition requiring pest control. Pests are defined as a plant or animal which is invasive, noxious, or destructive to Association property or damaging to desirable plants or animals, or a nuisance to humans or human concerns.

The BOD will have final authority to determine if a pest control request meets the requirements to pursue extermination. Consideration to environmental concerns will be given when determining the need to exterminate defined pests (formerly item 27).

2-11. Winterization. Each owner shall be responsible for shutting off water and winterizing the unit if it is going to be vacant for an extended period of time. Hoses connected to outside faucets shall be disconnected and stored inside by November 1st of each year (formerly item 14).

3. LANDSCAPE & GARDENING

3-1. Plantings in common areas. Plantings or trees shall not be added to, altered, or removed from the common area without the prior written consent of the Association BOD. Addition of unauthorized plantings can increase our landscaping burden and result in higher costs for all residents (formerly item 15 with text added).

3-2. “Personal” gardens/ foundation plantings in limited common areas. While we all appreciate owners’ beautification efforts, it is important to understand the implications of personal gardens/ foundation plantings. Remember, not everyone who moves to a condo wants to be a gardener! Once planted, the owner is responsible for keeping the plantings neat and trimmed. At the time of sale, the owner must inform the buyer of the garden areas. Should the buyer not be willing to maintain the garden the unit owner must remove all plantings and grass over the area. Buyers willing to maintain the plantings must so indicate in writing to the Association BOD.

- Personal gardens are allowed within 3’ of the unit. Please do not start a new garden outside of the 3’ perimeter without written permission by the board. (Currently, some owners have legacy gardens outside of the 3’ perimeter. The owner is responsible for maintenance of that garden, IAW instructions above.)
- As the area around the foundation is limited common area, owners should obtain board approval before planting any shrubbery.
- Owners desiring to plant shrubbery should consider the mature size of the shrub, including height and width. Height should be no more than 5 feet, so the owners can easily maintain it themselves, and the width should be such that it does not damage or contact the home’s siding or prevent painting/ maintenance. (formerly item 33, modified for clarity and merged with info from FAQ).

4. PETS

4-1. Dogs must be kept on a leash and/or under the control of their owner at all times. Owners have the responsibility of cleaning up after their pets throughout the condominium complex and must assure that all their invitees or guests with pets follow these rules. Failure to do so creates unsanitary conditions and can be a nuisance for snow removal personnel, landscapers, and neighbors. Allowing a dog to relieve itself in your arbor or patio areas is not acceptable, per Regulation 1-6. The Association BOD shall have the right to determine that a specific pet constitutes a nuisance and may order the unit owner to remove the pet from the premises. In the event that an owner disregards the provisions of this regulation, then the Association BOD shall have the right to apply to a court of competent jurisdiction for an injunction to require the owner to remove the same. In the event the Association prevails in its suit for an injunction, the defending unit owner shall be required to pay the Association’s costs, including reasonable attorney’s fees. **Under no circumstances are renters, invitees, guests or authorized occupants permitted to have pets reside in a unit** (formerly item 12).

5. RENTING, LEASING, OR SELLING YOUR PROPERTY

5-1. Lease/ rental regulations. A unit may not be leased by its owner without the approval of the Meadows at South Down Association BOD. A unit may not be leased or rented unless the unit owner has owned and occupied the unit for at **least (5) five years** prior to the commencement of the rental. Unit owners shall be responsible for obtaining an insurance policy covering the unit as a rental property. All renters shall have insurance to cover their personal property. Occupancy under lease shall only be by the renter and his family or guests. No subleases shall be allowed. **Leases or rentals shall be for not less than a (1) one-year period.** The unit owner shall be obligated to inform the Association BOD of any change in the lease or rental contract. All such leases or rentals shall be subject in all respects to these Residency Regulations. No other short term nor long term occupancy agreements (such as house sitting or Air BnB), other than immediate family, are allowed. Short term occupancy of non-resident family is limited to a 3 week stay. Immediate family members are exempt from any occupancy restrictions.

Definition of immediate family: parents, sibling or child (formerly item 17).

5-2. Lease/rental process. An owner desiring to lease a unit shall, as part of the initial approval process, provide the Association BOD with the following:

- a) A Meadows Rental Application completed and signed by the prospective renter.
- b) An updated Unit Condition Statement.
- c) Proof of owner insurance information adjusted for rental property.
- d) The proposed lease or rental agreement.
- e) A copy of the Residency Regulations signed by the unit owner.
- f) A signed statement that the unit owner will accept responsibility for damage to common areas caused by the renter, and will accept responsibility for the payment of any fines levied against the renter for Residency Regulation violations that remain unpaid at the end of the tenancy.
- g) A security deposit equal to one month's rent shall be held by the Association BOD to secure damage to common areas and unpaid fines.
- h) Renters and their invitees shall not be permitted to install air conditioning units or satellite dishes, or to make any changes to the exterior of the unit or to the common or limited common areas.
- i) The unit owner shall be responsible for Residency Regulation violations by renters and their invitees and for damage to common areas and limited common areas including, but not limited to, roofs, siding, doors, garage doors, trim, fences, arbors, windows, skylights, walkways, driveways, patios and chimneys. Violations by renters and their invitees

resulting in fines or legal action as provided in Section 7.100 of the Association By-Laws shall be the responsibility of the unit owner if not paid by the renter (formerly item 18).

5-3. Fees for buyers/ sellers. In accordance with **By-law Section 10-100**, as amended by vote of unit owners on June 27, 2015, the Board of Directors met and voted that sellers of units be charged a fee of \$250 for preparation of seller documents. This fee is based on the provision that the seller provides a minimum of two weeks' notice and has completed all other required documents relating to a unit sale. If documents are requested less than two weeks prior to the sale date and/or need to be expedited for any reason, the fee is \$400. The Association BOD will review the fee schedule from time to time and adjust as needed. These fees will be adjusted periodically and published in the Meadows Residency Regulations.

In accordance with **By-law 10-450**, enacted by vote of unit owners on June 27, 2015, purchasers will be required to make a non-refundable contribution to the Capital Reserve Fund in the amount equal to 2 month's current condominium fees (formerly item 25).

5-4. For Sale signs. See item 1-6 about posting of For Sale signs.

6. REGULATIONS AND ENFORCEMENT

6-1. Regulations and amendments. Reasonable regulations concerning the use of the units, the common building elements and the common and limited common areas may be made and amended from time to time by the Association BOD. All such regulations and amendments thereto shall be approved by the vote of two-thirds or more of the Board of Directors, posted online and at the mail house, and emailed to all unit owners of record before such shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request (formerly item 20).

6-2. Enforcement and fees. Enforcement guidelines are outlined in Exhibit E, Condominium Documents (formerly item 23). The Association BOD shall have the right to assess administrative fees and costs associated with addressing and correcting responsibilities, repair and maintenance obligations of unit owners left unattended for a period of 30 days after notice. Administrative costs and fees assessed against the unit owners shall become liens on the unit and collectable in the same manner as unpaid common charges and special assessments (formerly item 22).

6-3. Current schedule of fines:

First violation: Written warning

Second violation: \$50, plus costs

Third violation: \$100, plus costs

Fourth and Succeeding violations: \$150 per incident, plus costs

The fine schedule may be revised periodically by vote of the unit owners at the annual meeting. Fines do not preclude the Association BOD from asserting any other legal or equitable remedy available to them under the Condominium Documents (formerly item 21).

6-4. A unit owner aggrieved by the decision of the Board of Directors to sanction a unit owner may request a hearing under the provision of **By-law Section 7-201**. The unit owner shall file a written notice with the Secretary of the Association BOD requesting a hearing in or within 7 days of receipt of sanction. Upon receipt of request, the Association BOD shall appoint a panel of three individuals, only one of whom shall be a member of the current Board of Directors and the matter shall be promptly heard and decided by the panel by a majority vote (formerly item 24).